

BYM Terms and Conditions

1. INTERPRETATION AND VARIATION

1.1 In these Terms and Conditions the following definitions apply:

"Bikram Yoga Manchester" & "BYM" means GYM CYL Ltd (trading as Bikram Yoga Manchester)

"Member" means any person that has completed a registration form which has been accepted by Bikram Yoga Manchester and has a valid membership that has not expired.

"Class" means a Bikram yoga class provided by or on behalf of BYM at the Studio.

"Class Card" means the membership that entitles a member to attend the number of classes purchased before the expiry date of the card.

"Drop In" means the membership that entitles a member to attend a class before the expiry date of the class.

"Membership" means the different types of membership that a member may purchase including but not limited to a Class Pack Membership, a Single Class Membership and an Annual Membership and a Monthly Subscription Membership.

"Monthly Subscription Membership" or "Subscription" means the membership with the rights and obligations set out in condition 3.

"Registration Form" means the registration and/or application form completed by a member whether electronically or otherwise from the internet or in person at the Studio.

"Terms and Conditions" means these terms and conditions.

"Website" means www.bikramyogamanchester.co.uk

1.2 These terms and conditions are incorporated into the registration form and any membership is subject to these terms and conditions as amended from time to time.

1.3 Bikram Yoga Manchester reserves the right to vary and revoke these terms and conditions from time to time which it may consider necessary or desirable for the regulation of the internal affairs of the Studios and/or the conduct of members. Any such changes will be published on the website and, until revoked, are binding on members.

2. MEMBERSHIP

2.1 Subject to condition 2.2, when a person has completed a registration form, purchased a membership they shall become a member of Bikram Yoga Manchester subject to these terms and conditions.

2.2 Acceptance of a person as a member is in the absolute discretion of Bikram Yoga Manchester.

2.3 A person shall cease to be a member when their membership expires or when the membership is terminated under these terms and conditions. For the avoidance of doubt the provisions of condition 4 shall continue to apply after a person ceases to be a member.

2.4 For Class Card memberships and Drop In memberships, the relevant start date in determining that expiry date is the date that the member first uses that membership to attend a class and not (unless it is the same date) the date that the membership is purchased.

2.5 Any membership must only be used by the person who purchased it or by the person it was purchased for and breach of this condition will lead to termination of the membership.

2.6 Membership fees are non-refundable.

2.7 Membership cards must be presented at reception before entry to class is permitted.

2.8 The cost of a replacement membership card is £1.

2.9 Membership cards remain the property of Bikram Yoga Manchester and Bikram Yoga Manchester reserves the right to retain any membership card if there has been a defaulted payment by the member concerned.

2.10 A member may attend classes according to the type of membership.

2.11 A member is allowed to purchase the Introductory Offer once and on the first day of registration with the studio. Proof of ID, by Passport or Driving Licence, is a condition of sale for the Introductory Offer, and may need to be shown at registration. In the event that a member is found to have already registered with the studio any monies taken will be used to purchase a single class. Any remaining monies will be placed on account and can be used towards purchases of further class packs or consumables.

2.12 Details of prices of memberships are available at the studio or on the website and shall be such prices as determined by Bikram Yoga Manchester from time to time.

2.13 Payments for membership do not entitle the Member to attend classes at any other Bikram Yoga studio not owned by Bikram Yoga Manchester

2.14 Bikram Yoga Manchester reserves the right to expel from the studio, suspend for a specific period, terminate the membership of or refuse to renew the membership of any member whose conduct is or may be, in Bikram Yoga Manchester's reasonable opinion, damaging to the character of the studio or amounts to a breach of these terms and conditions or where such expulsion is otherwise in the interests of the other members. Any member so expelled or that has their membership terminated or suspended shall forfeit all privileges to membership of the studio and shall not be entitled to any refund.

3. MEMBERSHIP MONTHLY SUBSCRIPTION

3.1 The provisions of this condition 3 shall only apply to a member that applies for a Monthly Subscription Membership by monthly automated card payment.

3.2 A Monthly Subscription Membership is for 3 months minimum. This Membership will commence once Bikram Yoga Manchester has received payment of the first monthly fee. The payment date of the second payment will be one calendar month later than the first payment.

3.3 A Monthly Subscription Membership entitles the member to participate in an unlimited number of classes during months of the membership.

3.4 Any member will forfeit their membership if they fall behind in payment for more than 30 days. Such member shall remain liable for any outstanding payments.

3.5 A membership can only be cancelled once the initial 3 month commitment period has been completed.

3.6 Subscription fees must be paid in accordance with these terms and conditions irrespective of whether or not the member uses the Studio's facilities.

3.7 Members agree and acknowledge that by agreeing to the Monthly Membership Subscription, they are being given preferential rates Bikram Yoga Manchester and therefore it is fair and reasonable that the member is liable for any payments referred to in condition 3.2 above. If any payment remains outstanding beyond the due date, Bikram Yoga Manchester may add to the outstanding sum to be collected, the reasonable and necessary costs incurred by Bikram Yoga Manchester in employing a third part to collect the outstanding sum.

4. LIMITATION OF LIABILITY

4.1 In consideration of Bikram Yoga Manchester accepting a person as a member, the member agrees that:

4.1.1 Neither Bikram Yoga Manchester, nor its partners, instructors and employees are responsible for any injuries suffered by the member caused whole or in part by the member's failure to faithfully follow the instructions of the instructor or by any physical impairment of mine not fully disclosed to the Studio in writing.

4.1.2 Neither Bikram Yoga Manchester, nor its partners, instructors and employees are responsible for loss or damage to a member's personal belongings.

4.1.3 Bikram Yoga Manchester reserves the right to change the class schedule, including cancellation of individual classes and change of instructor without notice.

4.1.4 Bikram Yoga Manchester reserves the right at any time to withdraw all or part of its facilities or classes for any period or periods, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of Bikram Yoga Manchester.

5. ONLINE RESERVATIONS

5.1 Class size is limited and Bikram Yoga Manchester operates a "first come first served" policy. However, for busy classes BYM offer online reservations for Annual Members or Monthly Subscription Members only that hold current membership.

5.2 A reservation holds a space in a class until 10 minutes before the start of class. After that time all reservation spaces are returned to "first come first served" spaces for that class.

5.3 A reservation can only be claimed by attending at reception and presenting the membership card.

5.4 A Member with a reservation arriving with less than 10 minutes before the start of class is not guaranteed a space in that class.

5.5 Cancellation of the reservation is made on line Bikram Yoga Manchester is unable to cancel online reservations by email or telephone.

5.6 Any Member who regularly books online and fails to show up for class without cancelling will be blocked from booking online.

6. USE OF FACILITIES

6.1 Classes start promptly at the advertised times. Members need to arrive at the Studio with enough time to change and enter the yoga studio before the class starts. Members arriving at reception after 5 minutes before the start of class will not be allowed to attend that class.

6.2 Bikram Yoga Manchester offers Bikram Yoga Classes only and as such operates differently from a Health Club. Members are entitled to use the Studios' facilities when attending a class and not as a place to shower before work nor used as a place to prepare for an evening out.

6.3 Members must not abuse the equipment or facilities of the Studio. You will be liable to pay for any negligent or deliberate damage to property.

6.4 Personal belongings lockers are available to members while they are attending class and are emptied every night. Any items left in the lockers at the end of the day are placed in lost property.

6.5 Bicycles are to be left outside street and are not permitted on any part of the premises. Bicycles cannot be left chained in the entrance to the Studio, as this a fire exit route, any bicycles will be removed.

6.6 All lost and left property is disposed of after 4 weeks with the exception of towels which are disposed of on a weekly basis.

7. FITNESS AND HEALTH

7.1 Classes involve intensive exercise in a heated room. Each member agrees to familiarise themselves with what constitutes a Bikram Yoga class prior to assessing whether they are fit to participate in a class. Members should refer to the Website or speak to a member of staff for further information.

7.2 Each Member warrants and represents on the date of their acceptance of these terms and conditions and on each occasion that the member uses the Studio that the member is in good physical condition and that the member knows of no medical or other condition why the member is not capable of engaging in the classes or exercises provided by Bikram Yoga Manchester and that such classes or exercises would not be detrimental to the member's health, safety or physical condition.

7.3 Bikram Yoga Manchester staff are not medically trained and are therefore not qualified to assess whether the member or any guest is in good physical condition and/or that the member can engage in any exercise without detriment to the member's health, safety, comfort or physical condition.

7.4 Members are advised not to undertake any physical activities without first seeking medical advice if they have concerns over their physical condition. Bikram Yoga Manchester reserves the right to refuse access to any member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Bikram Yoga Manchester's facilities.

7.5 Members shall not use Bikram Yoga Manchester's facilities if they are suffering from: Any infectious or contagious illness, disease or other ailment or suffering from any ailment where there is a risk, however small, that such ailment may be detrimental to the health safety, comfort or physical condition of the other members. If there is any doubt, members should consult their doctor and must notify Bikram Yoga Manchester of any circumstances affecting their health.

7.6 Members are required to faithfully follow all instructions given by the instructor at all times.

8. PERSONAL BELONGINGS, DRESS & SAFETY

8.1 For security reasons members are advised to place their personal belongings in a locker.

8.2 Members are requested to wear clothing that preserves their dignity throughout the full range of movement that constitutes a Bikram Yoga Class. Underpants, thongs underneath tights, bikini swimming costumes are not considered appropriate.

8.3 Bikram Yoga Manchester is a shoe free zone. All outdoor footwear is to be removed as soon as possible and not worn from reception onwards.

8.4 For safety reasons and because all members are barefoot – No crockery, glass or anything breakable is permitted in any part of the Studio.

8.5 Plain water is the only liquid permitted in the yoga studio (no coconut water, vitamin water, yoghurt drinks – anything with colour or sugar).

8.6 No food is to be consumed within the Studio.

8.6 Members should not walk around the Studio barefoot if they have verrucas or similar foot complaints. Socks or indoor shoes (flip flops etc) should be worn to and from the mat, but removed before class starts.

8.7 Members are required to use a suitable towel for the purpose of covering their yoga mat in the studio.

8.8 In the event of a fire, members are asked to make their way to the nearest available exit.

9. GENERAL

9.1 Details of Class times at the studio may vary from time to time and are published on the Website. Bikram Yoga Manchester reserves the right to change class times or cancel classes at its discretion, and will endeavour to give members notice of such changes as is reasonably practicable.

9.2 Members must at all times observe Bikram Yoga Manchester guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the studio may issue to ensure the safety of the members and the smooth operation of the studio for the convenience of all members.

9.3 Members must not behave in a violent, rude, threatening or abusive way or in a manner which distresses or is held likely to distress or causes or is held likely to cause discomfort to other members of the Studio or Studio staff. Any behaviour covered by the above may and usually will result in the withdrawal and termination of your membership. Where the behaviour or incident may amount to a criminal offence, the matter will be referred to the Police.

9.4 Members may not smoke in any part of a Studio, bring alcoholic drinks, drugs or other mood-altering substances into the premises or use the facilities while under the influence of alcohol, narcotics or other mood-altering substances.

9.5 Members consent to having their photograph taken by Bikram Yoga Manchester at any time whilst using the Bikram Yoga Manchester facilities Bikram Yoga Manchester reserves the right to use any such individual or group photographs of members and/or guests for press or promotional purposes. If a Member specifically does not want their photograph used for such purposes then they must notify Bikram Yoga Manchester in writing.

9.6 Members are required to give written notice to Bikram Yoga Manchester of any change of address or email.

9.7 Bikram Yoga Manchester may communicate with the member by email. By providing an email address to Bikram Yoga Manchester the member consents to receiving email communications from Bikram Yoga Manchester, including notices pursuant to these terms and conditions. The member also accepts the risk that email may not be a secure and confidential means of communication Bikram Yoga Manchester will not be liable for any loss or damage suffered as a result of communicating with a Member by email.

9.8 Bikram Yoga Manchester reserves the right to refuse admission to the Studio.

9.9 No recording equipment is allowed in the Studio. Any persons in possession of any form of recording equipment and it is suspected that this equipment is being used to record the building, the studio, any of the facilities and in particular the actual class – will be required to leave the studio immediately. A direct request to delete any material will be made prior to the request to leave the studio.

10. CLASS CARD/PACK EXPIRY

10.1 All Class Packs, except the single class, expire 6 months of purchase if not used. The Single Class, if not used, expires 30 days from the date of purchase.

10.2 The Introductory Offer expires in 10 days and starts from the date the first class is taken.

10.3 The 10 Class Pack expires in 45 days and starts from the date the first class is taken.

10.4 The 20 Class Pack expires in 90 days and starts from the date the first class is taken.

10.5 The 30 day unlimited expires in 30 days and starts from the date the first class is taken.

10.6 The Annual Membership is for 12 months and starts from the date the first class is taken.

10.7 The Monthly Subscription Membership is for a minimum 3 months and starts from the date the first class is taken.

11. REFUND & CANCELLATION POLICY

11.1 Services

11.1.1 Unused, unexpired pre-paid Class cards/packs are non-refundable and non-transferable. Monthly Subscription payments are non-refundable and it is the buyer's responsibility to notify Bikram Yoga Manchester via e-mail or post before the instalment payment is processed, if cancellation of the subscription is required.

11.1.2 Pre-Paid Class packs that have been started are non-refundable.

11.1.3 Private Classes. All private classes are not confirmed until they are paid for in full. To cancel a private classes a member must give 24 hours notice by email or telephone. Any private class missed with less than 24 hours notification is forfeited.

11.2 Fitness Equipment and Accessories

11.2.1 May be returned within 14 days for exchange only. Exchanges are valid only for products that have not been opened, used or damaged.

11.2.2 Products which are defective or damaged on arrival may be returned immediately for exchange

11.2.3 Customers are responsible for all shipping charges on exchanges and refunds

11.2.4 Refunds are only available when an equivalent replacement is unavailable and the customer does not wish to exchange for another product.

11.3 Books & DVDs

11.3.1 May be returned within 14 days for exchange only. Returns are valid only for products that have not been opened used or damaged.

11.3.2 Products which are defective or damaged on arrival may be returned immediately for exchange

11.3.3 Customers are responsible for all shipping charges on exchanges or refunds.

11.3.4 Refunds are only available when an equivalent replacement is unavailable and the customer does not wish to exchange for another product.

These terms and conditions and any disputes arising from them shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts