

Clearlight Bodymind Awareness – Terms & Conditions for Online Classes

- 1.1 These Terms and Conditions shall apply to all Classes booked online with ö-Sel Nyima of Clearlight Bodymind Awareness ("the Practitioner"). Please read these terms and conditions carefully before booking a Class. You should understand that by making a booking with us, you agree to be bound by these terms and conditions.
- 1.2 By booking a Class online, the Client warrants that (a) they are legally capable of entering into binding contracts and (b) they are at least 18 years old.
- 1.3 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.
- 2. Definitions and Interpretation**
- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Booking" means the booking of the Classes, including, but not limited to, setting the dates, agreeing the Fees and setting out any additional requirements the Client may have;
"Client" means the individual making the Booking. Where the individual making the Booking is not the person that will be participating in the Class, please be aware that in these Terms and Conditions, any act or omission of the participant will be an act or omission of the Client and vice versa;
"Contract" means the Contract entered into by the Parties once the Booking is made, which incorporates these Terms and Conditions;
"Class" and "Classes" means the Classes provided on the Website by the Practitioner;
"Price" means the price payable for the Classes; and
"Website" means www.feldenkraisnorthants.co.uk.
- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
"writing" and "written" includes emails and communications by similar means;
"you" and "your" is a reference to the Client;
"we", "us" and "our" is a reference to the Practitioner;
a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
"Terms and Conditions" is a reference to these Terms and Conditions and any reference to any documentation to be read in conjunction with, as amended or supplemented at the relevant time;
a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.
Words imparting the singular number shall include the plural and vice versa.
References to any gender shall include the other gender.
- 3. Booking**
- 3.1 All Classes must be booked a minimum of 14 days in advance of the date of the relevant Class, via the registration process on our Website. We will use reasonable endeavours to accommodate Bookings made closer to the date of the Class but make no guarantee that this will be possible.
- 3.2 The Client is required to complete a Disclaimer and Consent form before proceeding with the Booking, providing information to include the Client's name, address and age together with details of any medications being taken or existing illnesses, and to make payment in full at the time of Booking. Bookings will not be deemed confirmed until payment is received in full.
- 3.3 Your Booking constitutes an offer to us, which we may accept at our discretion. The legally binding Contract between us, which includes these Terms and Conditions, will be formed once we send you a booking confirmation, confirming that the Booking has been accepted. If you make a Booking for more than one Class by means of a single booking and we accept this Booking, our contract with you will be for all of the Classes concerned.
- 3.4 Clients are required to book a minimum of 5 or 10 Classes at a time.
- 3.5 The Class can only be attended by the person named in the Booking and cannot be transferred to any other person.
- 4. Fees and Payment**
- 4.1 The price of the Classes will be as stated on our Website current at the date of your Booking, or such other price as may be agreed in writing by us.
- 4.2 Clients are required to pay in advance for a minimum of 5 or 10 sessions. Payment is required in full at the time of Booking, in pounds sterling, by bank transfer or via PayPal. Receipts for payment will be issued only upon request.
- 4.3 Payments made via PayPal will go through the PayPal website. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to PayPal's terms and conditions. A separate contractual relationship is created between you and PayPal.
- 4.4 All payments should be made without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 5. Client's Responsibilities**
- 5.1 Any information the Client provides, including that information detailed in clause 3.2, must be in full and to the best of their knowledge. Should any information provided change at any stage, or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the Booking and to charge for any costs incurred by us in cancelling the Booking.
- 5.2 You are responsible for your own state of health, physical condition and wellbeing at all times.
- 5.3 If you have any medical condition or you are taking any medication which may affect your treatment or your ability to take part in any Class in any way, you must inform the Practitioner of the same and act in accordance with any instructions provided as a result.
- 5.4 You will require a computer, a suitable internet connection, a webcam and a microphone in order to take part in the Class. We may, at our sole discretion, offer a one-off Class to ensure your computer is adequate – please contact us before Booking and we will advise if this is possible.
- 6. Cancellation**
- 6.1 You have a statutory right to a 14 day cooling off period from the date the contract is formed. You may, for any reason, cancel any Booking during this 14 day period. You can confirm your cancellation in any way convenient to you and we will refund any payments made by you within 14 days of the cancellation.
- 6.2 However, if you expressly state that you wish to attend a Class within this initial 14 day cooling off period, your right to cancel within this period will be lost and payment will be required for all Classes booked during this time.
- 6.3 If you are late for a Class, we may be unable to allow you to take part. If this happens, the Class will be treated as cancelled without notice by you and no refund or alternative Class will be offered.
- 6.4 After the cooling off period stated above, if you fail to attend a Class for any reason, no refund or alternative will be offered.
- 6.5 You are only entitled to attend the 5 or 10 block booked Classes paid for in accordance with clauses 4.2 and 4.3 above. Therefore, any Classes cancelled or not attended by you will be non-refundable. Classes cannot be carried over if you fail to attend for any reason.
- 6.6 On occasion, we may have to cancel the Class and if so, will book another as soon as reasonably possible. No charge will be made for any Class cancelled by us.
- 7. Eligibility for Treatment**
- 7.1 Certain Classes may be unsuitable for Clients with certain medical conditions. You are advised to inform us of any medical conditions or ongoing medical treatment when making the Booking. Failure to inform us of a medical condition may result in the Class being denied in which case the Class (or the affected portion thereof) will be treated as cancelled in accordance with clause 6 above.
- 7.2 Clients who are pregnant are advised against certain treatments and should advise us of the same in accordance with sub-Clause 7.1.
- 8. Diagnosis:** We will not diagnose any medical conditions. You will be advised to seek medical advice from a health professional where necessary.
- 9. Limitation of Liability:** To the fullest extent permissible by law, our liability for any loss or damage suffered by you shall be limited to that which arises out of our negligence, or that of our employees, sub-contractors or agents. We shall not be liable for any indirect or consequential loss or damage whatsoever.
- 10. Insurance:** We include for Public Liability insurance with an indemnity limit of £1 million. This does not cover any risks to third parties on our premises or any other premises where the Classes are to be carried out whatsoever and any third party enters such premises entirely at their own risk.
- 11. Variations and Amendments**
- 11.1 No variation to these Terms and Conditions shall be binding unless agreed in writing between us.
- 11.2 If you wish to vary any details of the Booking, you must notify us in writing as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall become immediately due and payable.
- 11.3 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Booking, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
- 12. Our right to vary these terms and conditions**
- 12.1 We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
- 12.2 Sales literature, price lists and other documents issued by us in relation to the Classes are subject to alteration without notice. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotations, price lists, Disclaimer and Consent Forms or other documents or information issued by us shall be subject to correction without any liability on our part.
- 13. Events outside our control (Force Majeure)**
- No Party to the Contract shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 14. Assignment and Sub-Contracting**
- 14.1 The Client is not entitled to assign, transfer or in any other manner make over to any third party the benefit and/or burden of this Contract.
- 14.2 We shall be entitled to perform any of our obligations through any other member of our group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of ours.
- 15. Privacy**
- 15.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the services. Notwithstanding this, we reserve the right to take and use photographs and videos from the Class and testimonials given by you, in marketing literature, on social media and on our website. Any such photographs and videos shall remain our property. Please contact us in writing if you do not consent to this usage.
- 15.2 We will not share your personal data with any third parties for any reason without your prior consent. Such data will only be collected, processed and held in accordance with our rights and obligations arising under the provisions and principles of the Data Protection Act 1998.
- 15.3 Should consultation or referral be necessary, we will obtain your permission before disclosing any information.
- 16. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17. Consumer Rights:** Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
- 18. Third Party Rights:** A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999
- 19. Time:** The Parties agree that with the exception of payment, the times and dates referred to in the Contract are for guidance only and are not of the essence of the Contract and may be varied by mutual agreement between the Parties.
- 20. Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an email, that such email was sent to the specified email address of the addressee.
- 21. Entire Agreement**
- 21.1 This Contract contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Contract. Please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 21.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in writing in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 22. Severance:** In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.
- 23. Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.