

KAREN HARDY STUDIOS LTD

MEMBERSHIP TERMS AND CONDITIONS

DEFINITIONS;

“the Studios” means Karen Hardy Studios Limited of 10 The Boulevard, Imperial Wharf, London SW6 2UB.

“the Member” means the person named overleaf who has been accepted for membership of the Studios.

“the Premises” means the Karen Hardy Studios at 10 The Boulevard, as above.

Terms in the singular include the plural, and vice versa.

Membership

- 1.1 Adult Members must be age 18 years or over. Child Members under the age of 18 years wishing to use the facilities or join the Studios, must produce a genuine signed parental or guardian consent form.
- 1.2 According to the type of membership applied for, the Member will be subject to all rights and obligations attached to that membership.
- 1.3 Membership cannot be transferred, loaned or given to third parties.
- 1.4 On acceptance of any application for Membership, Members agree to be bound by these terms and conditions as the same may be changed, added to, varied from time to time and will be notified to members.
- 1.5 Access to the Premises and use of the facilities at the Premises is solely at the discretion of the Studios and Members may be restricted from such access or asked to leave the Premises at the Studios discretion.
- 1.6 Guest(s) up to a maximum of 2 adults or children over 4years old may be permitted access and use the facilities at the Premises only if accompanied by a Member, and on payment of the Guest/Additional Member fee; such guests are bound by these terms and conditions as if they had applied for and been accepted for membership of the Studios.
- 1.7 All Members must wear appropriate clothing for their lesson and smart clothing at all times when on the Premises.

Fees and Charges, Cancellation and Charges

- 1.8 Membership fee, payable on signing up is for a period of 12 months. The membership fees are non refundable unless cancelled within 14 days of purchase and no facilities have been used
- 1.9 Fees payable for classes or a series of classes are non refundable once purchased, whether all lessons are taken or not. The Studios reserve the right to refund any such fees in exceptional circumstances at its sole discretion. A £25 administration charge will be payable on all refunds.
- 1.10 Membership fees are payable annually in advance according to the payment programme chosen overleaf. Monthly payment plans by prior agreement only.
- 1.11 Monthly payments will be collected in advance by standing order on an agreeable date, during the period for which the Member has agreed to become a Member. A credit card or debit card may be requested as an alternative method of payment, which the Member agrees can be used if the primary payment method fails.
- 1.12 Membership fees may be increased at the Studios discretion; any such increase will be notified to Members in advance, and Members will have a period of at least one month before such increased membership fees will apply. Any refunds are entirely at the Studios discretion.
- 1.13 Membership may be temporarily suspended with written request, if a Member is unable through illness or absence to use the Premises for up to one month at a time, provided reasonable prior notice is given to the Studios.

Membership Duration

- 1.14 Membership is for a minimum period of 12 months. Membership is paid in advance on an annual basis. (Monthly membership is by prior agreement only) Fees automatically continue subject to giving a minimum of 1 month's written notice to cancel the membership; such notice can be sent by recorded delivery post, or delivered by hand to the Studios, A signed photocopy of such written notice with the date of receipt, will be provided to Members as confirmation of such cancellation.
- 1.15 If a Dance Programme bridges or exceeds the end of a members annual membership year end, then the member will be required to renew their membership to complete their Programme of dance tuition.
- 1.16 Such 1 month's notice takes effect on the first day of the month following receipt of the notice, and membership will terminate at the end of the last day of such month.
- 1.17 The Studios have the right to continue to collect any membership fees, where invalid cancellation has been provided, not in accordance with the procedures outlined above; such as cancelling standing order instructions with a Member's bank but without notice to the Studios.
- 1.18 Any remaining outstanding payments due may be passed to a debt-collecting agent.

Facilities and services

- 1.19 The Studios reserve the right to close all or any part of the Premises where necessary at its discretion, whether for private functions, general maintenance, refurbishment and /or cleaning.
- 1.20 Wherever possible, changes to the opening times, individual and class timetables will be notified at least 2 weeks before the changes take effect.

Studio Usage

- 1.21 Members use the Premises at their own risk. A Medical questionnaire must be submitted with their membership contract. Staff, agents, and subcontractor of the Studios are not medically qualified.
- 1.22 Members who are unwell should not attend the Premises and may be denied access if suffering or considered to be suffering from any infection or contagious illness, at the Studios' discretion.

Limitation of Liability

- 1.23 The Studios accept no liability for any loss, damage, or theft of any personal items belonging to Members that are brought onto the Premises;
- 1.24 The Studios also accept no liability for any death, personal injury or illness occurring on the Premises including that caused by equipment at the Premises, or for any such matter occurring following a visit to the Premises, but this shall not exclude any statutory liability the Studios may have and Member's statutory rights are not affected.
- 1.25 Members are fully responsible for ensuring that any facilities or the usage of any equipment on the Premises is operated in the correct manner. If Members are unsure of any of these, they should consult any member of the Studio's staff at the Premises.
- 1.26 Some areas of the Premises will not be supervised at all times and the Studios do not accept any responsibility for harm or injury, unless caused by any staff or subcontractor's negligence or error.

Conduct

- 1.27 Members must not abuse the facilities, equipment, Studios or studio floors at the Premises, and must respect other Member's privacy and property at all times. Any damage wilfully or negligently caused by Members must be paid for and the Studios' rights are hereby expressly reserved in relation to the same.

Miscellaneous

- 1.28The Studios reserve all rights for any press or any promotional materials in relation to the Studios, or for events which take place on the Premises.
- 1.29Members are not permitted to use any cameras (including cameras on mobile telephones) or other filming equipment at the Premises. Prior written permission must be obtained from the Studios for any such filming or recording of anything taking place at eh Premises, including filming of Karen Hardy or any other instructor working within the Premises.
- 1.30The Studios and Karen Hardy will own all copyright in any film, recording or photography taken at he Premises, for which prior written permission has not been obtained.
- 1.31These terms and conditions may be changed, added to or varied by the Studios at any time and such changes/additions/variations will be notified to Members and apply once put on display at the entrance to the Premises.
- 1.32These terms and conditions are subject to any additional notices displayed on the Premises, whether for Health and Safety requirements, or otherwise.
- 1.33Tuition and class cancellations must be received 24 hours in advance otherwise they will be forfeited, with no refund due subject to [1.8] above.

Termination by the Studios

- 1.34The Studios may terminate a membership if Members do not follow any of the terms and conditions above. The Studios may terminate a membership and press charges if a Member abuses (verbally or physically) any member of staff or another member of the Studios. Termination will occur with immediate effect and no refunds will be available if there is a breach of these terms and conditions given they include appropriate conduct and more.
- 1.35Karen Hardy Studios reserves the right to cancel a membership if there is a breach of conduct.