# Hummingbird Pilates \& Fitness <br> Terms \& Conditions 

Please read the following statement of Terms and Conditions and sign that you agree to abide by them.

## Introduction

Pilates classes and other fitness and exercise classes are supplied by Hummingbird Pilates \& Fitness and subject to the following express Terms.

In these Terms, "we"/"us"/"our" means Hummingbird Pilates \& Fitness, and "you"/"your"/"yours" means you, the participant/client.

These Terms together with our booking confirmation (which may be oral or written) constitute the contract ("the Contract") between us for the services provided to you. Any variations to this contract will be agreed with you.

## Booking, Payments, Refunds \& Cancellations

Payments must be made prior to the commencement of any course or session with Hummingbird Pilates \& Fitness. Payments are made direct to the bank account as specified by Hummingbird Pilates \& Fitness. Without payment a place is not guaranteed on a Hummingbird Pilates \& Fitness session/course.

It is your responsibility to ensure that you have made your booking and payment correctly and on time.

Please note that the price paid by you for your class or classes is non-refundable unless the sessions/classes are cancelled by Hummingbird Pilates \& Fitness or there are exceptional circumstances, for example, testing positive for Covid 19 as evidenced by medical documentation.

Please email hummingbirdfitness.leeds@gmail.com if are unable to attend any of your sessions.

If there are sessions you are unable to attend in a current term and there is availability at another venue within the same term of sessions, then you are welcome to attend the session but you must check with Hummingbird Pilates \& Fitness before attending any other session. Please note if you are unable to attend, we are unable to carry the session over into a following block of sessions.

If the facility where the Fitness and/or Pilates sessions are taking place is unexpectedly unavailable Hummingbird Pilates \& Fitness will attempt to reschedule any cancelled session. If this proves impossible, we will issue a credit against the following terms sessions or offer a refund for the cancelled session.

## Changing facilities / Cloakroom

There are no changing/showering facilities available at any venues hired by Hummingbird Pilates and Fitness.

Toilet facilities are available at both sites - these are shared facilities for the venues so we ask you respect other users within the building.

## Arriving on Time

Please ensure you arrive on time for your class. The pre-class warm-up is designed to help with the avoidance of injury.

## Arrival and Departure (COVID)

Due to Covid protocols in place by the Government it is requested that you respect social distancing and do not gather in large groups both indoors and outdoors. Please kindly wait distanced from the entrances and exits as other users may need to enter/exit the buildings.

You must follow all one way systems put in place by the facilities at all time to avoid contact with other users.

## Children

Children under the age of 16 are not eligible to attend Hummingbird Pilates \& Fitness sessions.

## Bookings Liability

A binding contract is not formed until we accept your offer to make a booking for a class or block of classes. An offer will be deemed to have been accepted by us once you are in receipt of a booking confirmation/email from us.

Prices are subject to change by Hummingbird Pilates \& Fitness. Advance notice would be given of any changes to pricing.

All classes are offered by us subject to availability.

## Entry

The management reserves the right to refuse entry.

## Fitness and Health \& PAR Q

By agreeing to these Terms and Conditions participants hereby confirm that they have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect their participation in any sessions run by Hummingbird Pilates \& Fitness.

It is the participants sole responsibility to notify Hummingbird Pilates \& Fitness before attending any session of any circumstances affecting their health which may be exacerbated through sessions with Hummingbird Fitness \& Health /or which may have arisen or worsened since their last session with Hummingbird Pilates \& Fitness.

Participants are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the participant should consult their doctor.

Before commencing any sessions with Hummingbird Pilates \& Fitness each participant will be required to complete a PAR Q (Health Form).

Hummingbird Pilates \& Fitness reserves the right to refuse access to any person if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the participation in a Hummingbird Pilates \& Fitness session.

Members are required to follow the instructions of the session instructor at all times.

## Covid 19

If you or anyone in your household have a temperature or think that you have any of the symptoms related to Covid-19, please do not attend the studio.

If you have symptoms and/or awaiting a Covid-19 test result please do not come until either your result is returned as negative or you have completed the isolation period if you have a positive Covid-19 result.

If you have been contacted by "track and trace" and been asked to isolate due to proximity with someone with a positive Covid-19 test, please do not come to the studio until your isolation period is over.

If you test positive for Covid-19 and have been to a Hummingbird Pilates \& Fitness studio session within 48 hours of your Covid-19 symptoms please notify Hummingbird Pilates \& Fitness by calling mobile number 07795034115.

Please arrive wearing a mask to all studio sessions. Masks can be removed once you are in your position/by your mat in the studios and ready to commence the class.

## Limitation of Liability

Participants accept the risk of injury from performing exercises and using specialist equipment and are advised to consult their doctor (if deemed necessary) prior to beginning any session. Advice provided by our instructors at no time constitutes medical advice in substitute for advice provided by a medical professional.

Hummingbird Pilates \& Fitness accepts no liability for loss or damage to property of participants or for injury to participants at any of the premises hired by Hummingbird Pilates \& Fitness or outside the facilities.

Hummingbird Pilates \& Fitness will ensure all equipment is fit for purpose at all times.

## Personal Belongings

Personal belongings are brought into facilities hired by Hummingbird Pilates \& Fitness at participants own risk and Hummingbird Pilates \& Fitness does not accept liability for any loss or damage whatsoever to such items.

## Safety and Hygiene

In the interests of safety and hygiene, no crockery, glass or food are permitted in the facilities. Only water/fluid is permitted.

Due to Covid Protocols, you must walk around the facilities in the directions as requested by the facility owners and instructor.

Smoking is forbidden whilst on site of all facilities.

## Changes to these terms

We may revise these terms of use at any time by amending this page.
Any changes to these Terms \& Conditions will be emailed to you.

## Contact us

Email: hummingbirdfitness.leeds@gmail.com

