

## Terms and Conditions

### 1. INTERPRETATION AND VARIATION

1. In the Terms and Conditions the following definitions apply:  
"Company" means Bikram Yoga Bristol Limited.  
"Member" means any person that has completed and submitted the online registration form (the "Registration Form") at the Bikram Yoga Bristol Website, [www.bikramyogabristol.com](http://www.bikramyogabristol.com) and which registration has been accepted by the Company.  
"Studio" **means the Bikram Yoga studio at 38 High Street Bristol BS1 2AW.**  
"Terms and Conditions" means these terms and conditions.
2. References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.
3. The Terms and Conditions are incorporated into the Registration Form.
4. The Company reserves the right to vary and revoke the Terms and Conditions from time to time which variation it may consider necessary or desirable for the regulation of the affairs of the Studio and the conduct of Members. Any such changes will be notified to Members and, until revoked, are and will be binding on Members.
5. The Terms and Conditions will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

### 2. MEMBERSHIP

1. Subject to condition 2.2, when a person has completed the Registration Form he / she will become a Member of the Studio.
2. Acceptance of a person as a Member is in the absolute discretion of the Company.
3. The Company reserves the right to expel from the Studio, suspend for a specific period or refuse to renew the membership of any Member whose conduct is or may, in the Company's reasonable opinion, be injurious to the character of the Studio or which amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other Members of the Studio. Any Member so expelled will forthwith cease to be a Member of the Studio and will not be entitled to any refund for any period during which his membership is suspended.
4. If a Member brings a guest to the Studio for a session that guest must before the commencement of the relevant session become a Member in accordance with and subject to the Terms and Conditions.
5. Subject to any statutory right of cancellation, payments for Memberships and Classes are non-refundable unless otherwise stated in these Terms and Conditions.
6. Monthly subscription  
The provisions of this condition 6 shall only apply to a Member that applies for a Monthly Subscription Membership by monthly Auto-Pay, direct debit, standing order or debit or credit card.
7. Any Member, who is purchasing classes by Subscription, shall be entitled to participate in an unlimited number of classes at the Studios until their Subscription terminates and any such 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.
8. A Member who is purchasing classes by Subscription may, at the discretion of BYB, suspend their membership for a period of one month (but not a lesser period) in any 12 month period. An administration fee of £20 per month will be payable by way of reduced monthly subscription or as otherwise indicated by BYB for the period of suspension.
9. Subscription fees must be paid in accordance with these Terms and Conditions irrespective of whether or not the Member uses the Studios' facilities.
10. Subscription fees may be increased at BYB's discretion. Members shall be given at least 10 working days' notice of any increase in Subscription fees.
11. Any Member that is purchasing classes by Subscription agrees that they cannot cancel their Subscription before the expiry of the minimum period of 12 months from the date of their initial payment ("the Minimum Subscription Period").
12. Subject to condition 11 and any right of BYB to cancel or suspend the Subscription, the Subscription will continue indefinitely unless and until a Member cancels their Monthly Subscription by written request to BYB, giving one clear calendar months' notice of the desired cancellation date. No refunds shall be given to Members in respect of any Subscription fees that have been paid.
13. If a Member does not pay their Subscription for the Minimum Subscription Period (or cancels their Subscription during the Minimum Subscription Period) then the Member is liable in full for any outstanding Subscriptions in respect of the Minimum Subscription Period.
14. Members agree and acknowledge that by agreeing to the Minimum Subscription Period, they are being given preferential rates by BYB and therefore it is fair and reasonable that the Member is liable for any payments referred to above.
15. It is the responsibility of the Member to cancel any direct debit or standing order with his / her bank on termination of his Subscription. BYB cannot be held liable for any payments processed due to the failure of a Member to cancel a direct debit or standing order.
16. Members who do not wish to accept a change proposed by BYB to any Subscription fees may cancel their Subscription by giving notice to BYB in accordance with condition 12. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period (or in the case of a Member whose Minimum Subscription Period has not ended until the end of such period).
17. If the Subscription is paid by debit or credit card (or any Subscription fees remain outstanding beyond the due date) the Member unconditionally and irrevocably authorises BYB to debit any credit or debit card provided by the Member with the monthly Subscription fee (or any outstanding fees) without notice to the Member.

### 3. STUDIO OPENING TIMES

1. Details of session times at the Studio may vary from time to time. Session times will be published by the Studio and will be available either at the Studio or at [www.bikramyogabristol.com](http://www.bikramyogabristol.com)

### 4. PAYMENT TERMS

1. Details of session prices and gift certificate prices are available either at [www.bikramyogabristol.com](http://www.bikramyogabristol.com) or directly from the Studio and will be such prices as determined by the Company from time to time.

2. A Member may not attend any session at the Studio without first booking and or paying for the relevant session.
3. Payments for sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions. If a package is bought and only part used there will be no refund available for the remaining sessions
4. Member may only buy gift certificates for other Members.

## 5. BOOKINGS AND CANCELLATIONS

1. If you cancel more than 4 hours beforehand, there will be no charge
2. Members will be charged for a session where cancellation or the rescheduling of a session is not made online at least 3 hours prior to the booked time
3. If you simply don't turn up, you will be charged the full session fee
4. If you persistently fail to turn up, your booking rights will be suspended
5. Sorry but we do not accept email or telephone cancellations.

## 6. FITNESS AND HEALTH

1. Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Studio 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 such facilities.
2. Members with low/high blood pressure and/or cardiac irregularities should not attend class, until they have written permission from their Doctor. If there is any doubt, the Member should consult his doctor. Members must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.
3. Members are required to follow the instructions of the instructor at all times.

## 7. LIMITATION OF LIABILITY

1. The Company cannot be held responsible for any particular session, instructor and/or item of equipment not being available for whatever reason. The Company reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g. Showers), provided to Members, without notice and in its absolute discretion and the Company will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.
2. It is the Member's responsibility to ensure that he is capable of undergoing a routine of exercises provided by any programme which he follows or class which he attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any session.
3. The Company accepts no liability for loss or damage to property of Members or for injury to Members on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

## 8. USE OF FACILITIES

1. A Member is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.
2. Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult.
3. Children over the age of seven may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

## 9. PERSONAL BELONGINGS

1. Personal belongings are brought onto the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.

## 10. DRESS

1. Members are requested to wear a form of dress appropriate to the practice of hot Yoga, recommend that Members wear stretch pants or shorts and a T-shirt or sports top. Members should attend sessions barefoot. Footwear should be removed in the reception area before entry to the changing rooms or the studio.

## 11. SAFETY & HYGIENE

1. In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the Studio. Other than with the exception of guide dogs no pets are permitted in the Studio buildings or grounds.
2. Notwithstanding paragraph 11.1 above, Members must not walk around the Studio barefoot if they have verrucas or similar foot complaints.
3. Members must use the main entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Members must not interfere with these exits for any reason. In the event of a fire, Members are asked to make their way to the nearest available exit.
4. Smoking is forbidden in the Studio.

## 12. GENERAL

1. Members are required to give notice to the Company of any change of home address or email address. Failing such notice, all communications will be assumed to have been received by the Member within five days of mailing to the last address (of either type) notified to the Company.
2. The Company reserves the right to refuse admission to the Studio.
3. The Company may assign the benefit of the Registration Process and a Member's membership to a third party at any time without notice to the Member.
4. A person who is not a party to the Registration Process has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Registration Process.
5. The Company may, if a Member so wishes, communicate with the Member by electronic mail ("email"). By providing an email address to the Company the Member consents to receiving email communications from the Company, including notices pursuant to the Terms and Conditions. The Member also accepts the risk that email may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email.
6. Members must at all times observe the Studio 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 smooth operation of the Studio for the convenience of all Members.
7. Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio will at all times remain the property of the Company and will be subject to the Company's copyright.

## **Privacy policy**

Bikram Yoga Bristol Ltd is committed to protecting your privacy online. Our policy explains how we will do this.

### **WHAT INFORMATION DO WE COLLECT?**

We collect email addresses.

Registration: on some parts of the site may ask you to register, and if you do we may ask for your name, email address, geographical address and other personal information.

From time to time we may ask you for further information, for example if you make a purchase.

We may also use cookies. For an explanation, see the section on cookies below.

### **USE OF COOKIES**

Cookies are small files which many web sites transfer to your hard disk. They can inform the web site what pages you visit, and your preferences, which enable web sites to provide you with a more personalised service. You can set your browser to refuse cookies, or to warn you before accepting them. We use cookies, but most parts of our site can be accessed even if your cookies are turned off. But you may find there are parts of the site which you cannot access if your cookies are turned off.

### **HOW DO WE USE YOUR INFORMATION?**

We use the information to help us understand more about how our web site is used, to improve our site, and to send you information about us and our products which we think may be of interest to you, both electronically or otherwise. Unless you have informed us that you do not wish to receive further information about our products and services and those of our affiliates and partners, we and they may send you direct mail.

### **WHEN DO WE SHARE INFORMATION?**

We do not sell your personal information to others.

We share your information with our associated companies, including Mind Body On Line in the USA. A number of other people's web sites have links on our site. If you link to their sites, they may collect information. Such sites are not within our control and are not covered by this privacy statement. If we believe that your use of the site is unlawful or damaging to others, we reserve the right to disclose the information we have obtained through the site about you to the extent that it is reasonably necessary in our opinion to prevent, remedy or take action in relation to such conduct.

### **SECURITY**

All personal and credit card information is encoded using Secure Sockets Layer (SSL) technology before being sent over the Internet. To protect your data further, your credit card information is always stored in encrypted form in a database that is away from our Web site database, so it isn't connected to the Internet. Credit card transactions are issued a digital certificate, ensuring that your data can only be read by our transaction system as long as your browser shows its secure mode symbol (such as a key or closed lock). To make the most of the security on our site, we recommend using Safari or Firefox, both of which enable SSL. We also recommend setting your browser's preferences to accept cookies and enable JavaScript™.

### **LEGAL NOTICE**

Your use of this web site hosted by Bikram Yoga Bristol Ltd and/or its various affiliates or subsidiaries (collectively referred to as "Bikram Yoga") is subject to the following terms and conditions:

## **DISCLAIMERS**

Obtain medical clearance from your health care practitioner prior to beginning the exercise programmes described on this site. The exercises described on this site are not suitable for everyone and are not a substitute for medical expertise. If done improperly, exercise has some risk of injury. If you feel discomfort or pain, DO NOT continue. Bikram Yoga Bristol Ltd and Bikram Yoga disclaim any liability or loss in connection with the exercises described herein. Bikram Yoga Bristol Ltd makes no warranties or representations of any kind concerning the accuracy or suitability of the information contained on this web site for any purpose. All such information is provided "as is" and with specific disclaimer of any warranties of merchantability, fitness for purpose, title and/or non-infringement. Bikram Yoga Bristol Ltd makes no warranties or representations of any kind that the services provided by this web site will be uninterrupted, error-free or that the web site or the server that hosts the web site are free from viruses or other forms of harmful computer code. In no event shall Bikram Yoga, its employees or agents be liable for any direct, indirect or consequential damages resulting from the use of this web site. This exclusion and limitation only applies to the extent permitted by law and is without prejudice to any express provisions to the contrary in any written licence or subscription agreement from Bikram Yoga Bristol Ltd in respect of the use of any online service provided via this web site.

## **LINKS**

Links to other web sites are provided by Bikram Yoga Bristol Ltd in good faith and for information only. Bikram Yoga Bristol Ltd disclaims any responsibility for the materials contained in any web site linked to this site.

## **INTERACTIVE MATERIAL**

Portions of this site may allow users to post their own material. Materials posted by users do not necessarily reflect the views of Bikram Yoga Bristol Ltd. By posting materials on this site, you represent that you have all necessary rights in and to such materials and that such materials will not infringe any personal or proprietary rights of any third parties, nor will such materials be defamatory, unlawful, threatening, obscene or otherwise objectionable. Bikram Yoga Bristol Ltd reserves the right, at its sole discretion, to review, edit or delete any material posted by users which Bikram Yoga Bristol Ltd deems defamatory, unlawful, threatening, obscene or otherwise objectionable. Notwithstanding the foregoing, Bikram Yoga Bristol Ltd expressly disclaims any responsibility or liability for any material communicated by third parties through this web site. We will review this policy in the light of comments we receive so please check the latest version. If you have any questions specifically about Privacy please contact us.

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