

## **Terms & Conditions**

This Website, [www.mypilateslife.co.uk](http://www.mypilateslife.co.uk) is owned and operated by My Pilates Life, a limited company registered in England under company number 13246221, whose registered address is 7-9 The Avenue, Eastbourne, East Sussex, BN21 3YA

Emily Russell, director of My Pilates Life Ltd, is a Chartered Physiotherapist registered with the Chartered Society of Physiotherapy and The Health Care Professions Council (registration number PH92320).

### 1. Definitions and Interpretation

In this Agreement, the following terms shall have the following meanings:

**"Account"**

means collectively the personal information, payment information and credentials used by Users to access Paid Content and/or any System on the Website;

**"Content"**

means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

**"Free Content"**

means any Content that is accessible without the payment of a Subscription Fee;

**"Paid Content"**

means online classes booked via the [online store](#) (online classes - live or recorded) and Content accessible upon the creation of an Account and the payment of a [subscription](#) fee.

**“Service”**

means collectively any online facilities, means any and all Pilates training, teaching, sessions, instruction or information that My Pilates Life makes available through the Website either now or in the future;

**“Sessions”**

means any Pilates sessions which form part of the Paid Content;

**“Subscription Fee”**

means the sum of money paid by Users to keep their Account active and to enable them to access Paid Content;

**“Subscription Period”**

means the period for which a subscription has been purchased;

**“System”**

means any online communications infrastructure that My Pilates Life makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, forums, live chat facilities and email links;

**“User” / “Users” / “You”**

means any third party that accesses the Website and is not employed by My Pilates Life and acting in the course of their employment;

**“Website”**

means the website that you are currently using [www.mypilateslife.co.uk](http://www.mypilateslife.co.uk)

**“We/Us/Our”**

means My Pilates Life Ltd, a limited company registered in England under company number 13246221, whose registered address is 7-9 The Avenue, Eastbourne, East Sussex, Bn21 3YA.

## 2. Account

2.1 An Account is required to use parts of Our Website.

2.2 You will need an Account to view the Paid Content and be a Subscriber.

2.3 You may not create an Account if you are under 18 years of age.

2.4 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

2.5 We recommend that you choose a strong password for your Account. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.

2.6 You must not use anyone else's Account.

2.7 You must not share your Account details with anyone.

2.8 If you wish to close and delete your Account, you may do so at any time. This must be done by you via the [MyPilatesLife](#) section of the website. If you have an active subscription, your Account will remain active for the duration of the remainder of the Subscription Period.

## 3. Payment

3.1 Your chosen payment method will be billed unless your account is cancelled. You will be billed either once initially or on a monthly, continued basis depending on your chosen subscription, unless you cancel your account. If you cancel and re-subscribe your payment will be made immediately to allow full access to the site straight away.

3.2 We accept payments via PayPal or Wix Payments. Further details on PayPal subscriptions can be found [here](#). Further details on Wix Payments can be found [here](#).

#### 4. Health Questionnaire and disclaimers

4.1 You will be given the option of completing a [Health Questionnaire & Registration Form](#) when You subscribe. We strongly recommend that you complete the Health Questionnaire and it will provide you with guidance on what Sessions are suitable for you. You will still be able to access all Sessions regardless of the results of your Health Questionnaire.

4.2 You acknowledge that the Sessions may be physically strenuous and You agree that You voluntarily participate in a Session with full knowledge that there is an inherent risk of personal injury or illness arising from Your participation in any exercise program.

4.3 Certain Sessions may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition. You are encouraged to discuss any of the above with the site owners / class instructors to tailor the Sessions to your individual need.

4.4 You must ensure that you are fit and well enough to participate in any Session that you take part in, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.

4.5 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP, Physiotherapist or other relevant professional medical or other adviser before participating in a Session.

4.6 You must contact the site owners / class instructors before you participate in any Sessions if you are pregnant.

4.7 You must not participate in any Sessions when under the influence of alcohol or illegal drugs or immediately following a heavy meal.

4.8 The Sessions recommended for you are provided as a guide only. If you feel any of the Sessions are not suitable for you then you must not perform them.

4.8.1 If you have had surgery of any kind you must get written and signed permission from your surgeon before starting any of our workouts. Please discuss this with the site owner / class instructor if you require clarification on this.

4.8.2 If you experience any pain or discomfort during any of the exercises you must stop the workout.

4.8.3 We recommend you have a Physiotherapy assessment to assess your suitability for the exercises prior to you starting any of our workouts.

4.8.4 If you choose to do a video that has warnings against your condition you do so at your own risk.

## 5. Subscriptions and Cancellation

5.1 Some Users may receive a free trial period when they subscribe. At the end of the free trial your subscription will continue and you will be charged. If you choose to you can cancel your subscription at any time within the free trial You will not be charged a Subscription Fee.

5.2 You are only allowed to use the free trial once. If you sign up to the free trial more than once your subscription will be cancelled and you will be asked for payment if you wish to subscribe.

5.3 Subscription charges commence at the end of your free trial period (where applicable). Your PayPal account / credit / debit card will be billed monthly thereafter until you cancel your recurring subscription.

5.4 My Pilates Life reserves the right to change Subscription Fees from time to time.

For further information on subscriptions and pricing, please visit Our [plans & pricing page](#).

5.5 No part of this Website constitutes a contractual offer capable of acceptance. Your order for a subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you a subscription confirmation email. Only once We have sent you a subscription confirmation email will there be a binding contract between My Pilates Life and you.

5.6 Subscription confirmations will be sent to you immediately upon your activation of a subscription and shall contain the following information:

5.6.1 Confirmation of the subscription including full details of the main characteristics of the Paid Content available through your subscription;

5.6.2 Fully itemised pricing for your subscription including, where appropriate, taxes and any other additional charges;

5.6.3 The applicable times and dates for your subscription (including the commencement date, expiry and/or renewal date);

5.6.4 A confirmation of your express request that the Paid Content is made available to you immediately and that this will constitute a waiver of your statutory right to cancel as detailed below in sub-Clause 5.7;

5.7 Provision of Paid Content shall commence immediately upon Our confirmation of your subscription. When completing the subscription process, you will be required to expressly acknowledge that you wish the Paid Content to be available immediately. You will also be required to expressly acknowledge that by doing so, you will lose your statutory right to cancel your contract with My Pilates Life as detailed below in sub-Clause 5.8.

5.8 If you are a consumer based within the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. For digital content, this period, if applicable, begins once the contract between you and the trader in question is formed (as explained in sub-Clause 5.5 in this case) and ends at the end of 14 calendar days after that date. Under normal circumstances, the provision of Paid Content begins immediately upon Our confirmation of your subscription. As set out in sub-Clause 5.7, by expressly requesting this, you waive your right to the cooling-off period and may not cancel the contract and obtain a refund merely because you have changed your mind.

5.9 You may cancel at any time after subscribing, however subject to sub-Clause 5.10, no refunds can be provided and you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription. If you choose to deactivate your account you will lose access to paid content immediately.

5.10 If you subscribe in error you must inform Us within 3 days of subscribing and must not use the Paid Content during that time. This provision also applies to automatic renewals of subscriptions which you may have forgotten to cancel. If any use of Paid Content during this time period can be traced to your Account, however, no refund can be provided and you will continue to have access to the Paid Content for the duration of the relevant Subscription Period.

## 6. Termination of Accounts

6.1 Either My Pilates Life or You may terminate your Account and (where relevant) your subscription. If We terminate your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.

6.2 If We terminate your Account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.

6.3 If We terminate your Account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period.

6.4 If We terminate your Account or subscription, you will cease to have access to Paid Content from the date of termination.

6.5 If you terminate your Account or subscription, you will continue to have access to Paid Content for the remainder of your Subscription Period.

## 7. Intellectual Property

7.1 All Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of My Pilates Life, or Our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

7.2 Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988.



## 8. Content

### Use of Free Content

8.1 You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Website for personal purposes (or, where appropriate, for research or private study) only unless otherwise indicated on the Website or unless given Our express written permission to do so. Specifically you agree that:

8.1.1 you will not use the Free Content of the Website for commercial purposes unless given Our express written permission to do so;

8.1.2 you will not systematically copy Free Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so; and

8.1.3 the Content of this Website is not intended to be used in education. Your use of the Free Content in an educational environment is at your personal discretion and must be in accordance with all relevant laws within the relevant jurisdiction.

### Use of Paid Content

8.2 Payment of a Subscription Fee grants you a licence to use all Paid Content on the Website for the duration of your subscription. You may use such Content for personal purposes only.

8.3 Commercial use of Paid Content is not permitted under the terms of a normal subscription. Please contact Us with any enquiries regarding the commercial use of any Content from this Website.

8.4 Under such a licence, you agree that:

8.4.1 you will not use the Paid Content of the Website for commercial purposes unless given Our express written permission to do so;

8.4.2 you will not systematically copy Paid Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so.

## 9. Legal Rights and Disclaimers

9.1 We make no warranty or representation that the Website will be compatible with all systems, or that it will be secure.

9.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

9.3 When providing digital content to consumers (in this instance, the Paid Content), We are required to provide digital content that is of satisfactory quality, fit for any purpose made known to us (whether expressly or impliedly), and in accordance with any descriptions (and pre-contract information) given by Us. This includes any digital content we may subsequently modify. If We fail to comply with Our legal obligations, consumers may be entitled to certain legal remedies including repair or replacement or price reductions. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens Advice Bureau or Trading Standards Office.

9.4 Whilst We exercise all reasonable skill and care to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

9.5 If, as a result of Our failure to exercise reasonable care and skill, any digital content from the Website damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

#### 10. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of My Pilates Life or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

#### 11. Links to this Website

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.mypilateslife.co.uk](http://www.mypilateslife.co.uk) without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at [emily@mypilateslife.co.uk](mailto:emily@mypilateslife.co.uk)

#### 12. Use of Communications Facilities

12.1 When using any System on the Website you should do so in accordance with the following rules:

12.1.1 you must not use language that may be offensive to other Users;

12.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, or discriminatory;

12.1.3 no Content that is intended to promote or incite violence;

12.1.4 it is advised that submissions are made using the English language(s) as We may be unable to respond to enquiries submitted in any other languages;

12.1.5 the means by which you identify yourself must not violate these terms of use or any applicable laws;

12.1.6 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

12.1.7 you must not impersonate other people, particularly employees and representatives of My Pilates Life or Our affiliates; and

12.1.8 you must not use Our System for unauthorised mass-communication such as “spam” or “junk mail”.

12.2 You acknowledge that My Pilates Life reserves the right to monitor any and all communications made to Us or using Our System.

12.3 You acknowledge that My Pilates Life may retain copies of any and all communications made to Us or using Our System.

12.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

### 13. Advertising

13.1 We may feature advertising within the Website.

13.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.

13.3 We are not responsible for the content of any advertising in the Website. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in the Website including, but not limited to, any errors, inaccuracies, or omissions.

### 14. Privacy

14.1 Use of the Website is also governed by Our [privacy policy](#) which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

### 15. How We Use Your Personal Information (Data Protection)

15.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

15.2 We may use your personal information to:

15.2.1 Provide Our Service to you;

15.2.2 Process your payment for the Paid Content; and

15.2.3 Inform you of new products and services available from Us, if you have given us permission to do so. You may request that We stop sending you this information at any time.

15.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## 16. Availability of the Website and Modifications

16.1 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

16.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the Content and/or Paid Content available. Where any Paid Content is made unavailable and you are entitled to a refund as a result, We will inform you of the refund due and it will be paid within 14 days using the same method originally used by you. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## 17. Limitation of Liability

17.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or the use of or reliance upon any content included on the Website.

17.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or any content included on the Website.

17.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

17.4 We exercise all reasonable skill and care to ensure that the Website is free from viruses and other malware. Subject to sub-Clause 17.6, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website (including the downloading of any content from it) or any other site referred to on the Website.

17.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

17.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

17.7 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

#### 18. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### 19. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 20. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and My Pilates Life.

## 21. Communications

21.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to [emily@mypilateslife.co.uk](mailto:emily@mypilateslife.co.uk) Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

21.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any email which you receive from us.

## 22. Law and Jurisdiction

22.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

22.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

22.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.