

Liability Waiver and Terms and Conditions.

This Web Site is owned and operated by Iain Dunn Pilates.

Iain Dunn Pilates is the trading name of Mr Iain F Dunn Registered sole trader in Scotland

Tax Reference 4238195776 as 'Iain Dunn Pilates Teacher'

Included in these terms and conditions are general terms and conditions for use of this Site, terms and conditions relating to the services provided by Iain Dunn Pilates via this Site and also in the premises Iain Dunn Pilates Studio at No2 Commercial Street Leith EH6 6JA and via the MINDBODY booking system and mobile app.

Please read these terms and conditions carefully. Your use of the Site, the purchase of any Products or Services on this Site or in the studio will be subject to these terms and conditions. All bookings at Iain Dunn Pilates are subject to these Terms and Conditions.

Booking Policy

Iain Dunn Pilates will always make best efforts so that you can book and join your chosen class, but classes are always subject to availability. Bookings may be made online at www.iaindunnpilates.com or by using the MINDBODY app or by contacting the teacher directly to arrange. Those on a 1:1 package will receive high priority and personally arranged bookings via call or text as well as the standard confirmations. 1:1 Clients may also be able to arrange sessions out with advertised studio opening times direct with the teacher.

All classes are expected to be prepaid. All clients agree to our 24 hour notice policy when cancelling and/or rescheduling. If you miss a class that you have booked or if you cancel with less than 24 hours' notice before the start time of your booking, you may be charged for it.

Packages and Expiration Dates Policy

In order to provide great flexibility in your attendance packages are not tied to a specific scheduled class. Packages of sessions allow for clients to change classes and attend when their personal schedules allow. Unlike many other providers Iain Dunn Pilates packages have an expiration date that is significantly beyond the stated period of the package to allow for even greater flexibility and confidence that you have plenty time to use up your package even if you are unable to attend for any reason. For example a 6 week class block expires after 9 weeks. Due to this long standard extension provided package expiration final deadlines are non-extendable and are clearly stated on the PRICELIST.

Package extensions will only be provided in the event of Studio Closures (eg Christmas Holidays) or Class Cancellations by the teacher or the studio that impact your ability to have the full period covered by your original purchase.

Special Events may have their own unique pricing options and those will be clearly detailed at the point of sale.

Any assignment, transfer or disposal of packages is at the sole discretion of the Proprietor and may only be permitted in exceptional circumstances. Class fees are non-refundable except under unusual circumstances and are made only at the discretion of Iain Dunn Pilates.

Refer a Friend to the studio

“Most new clients I meet have heard of my work from an existing client. My refer a friend offer is a way for me to say a massive thank you for spreading positive feedback about your experience with me and for helping me grow my studio client base. Love and Thanks” Iain Dunn

When a new client names an existing client’s positive referral to Iain Dunn Pilates as the reason for them booking, the named existing client will receive a complimentary Gift Voucher for 1 Open Studio session worth £30. The new referred clients booking must be one of the following items. Standard expiry for the gift voucher will apply 12 Months.

(1) a 3 or 6 pack of 1:1 sessions.

(2) An initial Pelvic Health Coaching session.

(3) a 6 or 12 pack of Standard Mat Classes

(4) a 6 or 12 pack of Off Peak Mat Classes

(5) a 3 or 6 pack of Open Studio Sessions

Important Liability Statement

Iain Dunn Pilates is fully insured and Mr Iain F Dunn, Proprietor is a certified master teacher of Pilates mat work and a certified apparatus teacher. Iain’s full bio is available at www.iaindunnpilates.com

The advice, information and all services provided by Iain Dunn Pilates during teaching sessions or via or in connection with this Site or at Iain Dunn Pilates Studio is strictly considered lifestyle advice and personal coaching only and does not constitute medical advice. It is your individual responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not the responsibility of Iain Dunn Pilates to do so. Before commencing any new exercise regime or undertaking any lifestyle changes that may affect your health, you should consult your doctor.

It is vital that you supply Iain Dunn Pilates with the correct medical information about yourself by informing the teacher or practitioner personally who is teaching the class or session. Iain Dunn Pilates cannot be liable for any incorrect information or information not supplied by you to us that may affect your ability to exercise safely. Iain Dunn Pilates seeks to ensure that all information contained on this web site (and provided to you as part of any Services or Products) is of the highest professional standard, but, subject to the paragraph below, Iain Dunn Pilates does not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by Iain Dunn Pilates.

You, your legal representatives and your heirs release waive, discharge and covenant, not to sue Iain Dunn Pilates and its Teachers and Practitioners for any injury or death caused by their negligence or other acts.

Warranties

Iain Dunn Pilates warrants that the Products and Services will be supplied with the highest level of professional standards and with skill and care.

Statutory Rights, Refunds and Cancellation

Packages are sold in blocks of 1, 3, 6 and 10, or such other combinations as Iain Dunn Pilates may introduce from time to time. The Client Shall not transfer sessions to any other person or permit them to be used by anyone other than the Client. Any assignment, transfer or disposal of packages is at the sole discretion of the Proprietor and may only be permitted in exceptional circumstances. Class fees are non-refundable.

Class fees may be increased by Iain Dunn Pilates at any time. Iain Dunn Pilates shall give existing Clients not less than 14 days' notice prior to any such increases.

Any booked sessions must be cancelled at least 24 hours in advance of the commencement time of the relevant session, in person, online or by telephone. In any other case, the session will be charged and deducted from the remainder of the Client's package. In purchasing a class you are paying for that class session and not a specific instructor. Class instructors are subject to change without notice. If you give 24 hours' notice of cancellation in the manner prescribed above, you will receive a full credit for the value of the cancelled class to carry forward and transfer to a class of similar description, format and value at an alternative time and date (subject to availability).

If you are unable to attend a class due to circumstances beyond your control, Iain Dunn Pilates may at their complete discretion only offer a refund of credit for an alternative booking subject to availability.

Full refunds are at the discretion of Iain Dunn Pilates only. Refunds may only be credited to the credit or debit card originally used to make the purchase. The rights of cancellation and refund and any limitation expressed in these terms and conditions do not affect your statutory rights as a consumer.

Definitions

In these terms and conditions, the following definitions apply: "Services" means any information and services ordered and/or provided by Iain Dunn Pilates through or via the Site, Skype distance coaching of any kind and the Iain Dunn Pilates studio and all services offered as part of any packages or workshops. Any electronic information supplied to you by Iain Dunn Pilates will constitute part of "Service" not a Product and cancellation rights will apply accordingly. "Products" means any products offered for sale on the Site or in the Iain Dunn Pilates Studio. "Site" means the web site at the URL www.iaindunnpilates.com or replacement site(s) from time to time. Use of this Site Generally "Iain Dunn Pilates" is the trading name of Mr Iain F Dunn, registered sole trader.

Site Usage and Intellectual Property Rights

You may use the Site for personal and lawful use and in accordance with these terms, you are not allowed to copy or use any material from the Site for any commercial purpose.

The intellectual property rights in all contents of the Site and supplied as part of the Products or Services, and in Iain Dunn Pilates brands trademarks and logos ("Materials") are owned by Iain Dunn Pilates. Except to the extent expressly set out in these terms and conditions, you are not allowed to make any copies of any part of any Materials, or remove or change anything on the Site, include or

create links to or from the Site without the written authority of Iain Dunn Pilates, or remove or change any copyright, trade mark or other intellectual property right notices contained in any Materials or copies thereof. "Iain Dunn Pilates" is a registered trade mark or application for a registered trade mark owned by Mr Iain F Dunn registered Sole trader. You must not use Iain Dunn Pilates brand, logos or marks without written licence.

You must not use the Site to post, upload or otherwise transmit material which is obscene or pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into this Site or any other related computer system, to make excessive traffic demands, deliver viruses or forward chain letters or similar materials that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of Iain Dunn Pilates.

Iain Dunn Pilates accepts no obligation to monitor the use of the Site. However, Iain Dunn Pilates reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation. Iain Dunn Pilates will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site as we may change the site from time to time.

Your Personal Information

No Personal information including credit card or banking details is stored by Iain Dunn Pilates. The Mindbody booking and payment system is responsible for the security and confidentiality agreement provided by that software inclusive of online booking and mobile app booking. Iain Dunn Pilates is PCI approved retailer of services and products via the URL www.iaindunnpilates.com via the MINDBODY booking system. Payments are made securely via the TRUSTWAVE and NET BANX internet banking services and all due diligence has been carried out to ensure clients payments are handled efficiently and safely and in a fully secured manner. Iain Dunn Pilates can however accept no responsibility for any theft, security failures on the part of these independent service providers that result in losses to clients who have opted to make online bookings via these methods. If a client is unhappy to utilise these providers, direct banking and invoicing is available at the discretion of Iain Dunn Pilates only.

Liability

You are referred to the important liability statement at the top of these terms and conditions. Subject to that statement you agree that your use of this Site and the Service is on an "as is" and "as available" basis. On that basis, except as expressly set out in these terms, Iain Dunn Pilates does not enter into conditions, warranties or other terms in relation to the Site or the Products or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result.

The Site may include links to external sites and pages that are co-branded or other trusted service providers. Iain Dunn Pilates has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting, However, Iain Dunn

Pilates is not responsible for the content of these sites and pages or for anything provided by them. This includes all social media, facebook, twitter, google plus, linked in and Instagram.

Subject to the important liability statement, Iain Dunn Pilates is not liable for failure to comply with these terms and conditions due to any event beyond its reasonable control, including, without limitation, the input of incorrect information by you.

Suspension and termination of Service

Iain Dunn Pilates may suspend the operation of the Site for maintenance or remedial work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted or error free.

Iain Dunn Pilates reserves the right to terminate the Service immediately in the event you breach any of these terms and conditions or do not pay any sums due to Iain Dunn Pilates (including if the credit/debit card you use is not valid or does not work for another reason).

Contract Information

No contract will exist in relation to the Services or Products until we have confirmed to you by text or email the particulars of your booking, so that is clearly and mutually understood. In full awareness of the value of your order and the Products or Services (as applicable) you have purchased. Information displayed on the Site or in our studio as to pricing and availability is subject to change by Iain Dunn Pilates without notice.

General

Iain Dunn Pilates may change these terms and conditions from time to time. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

These terms and conditions shall be governed and interpreted in accordance with Scottish Law, and you consent to the non-exclusive jurisdiction of the Scottish courts.

Complaints

If you have a complaint it shall be handled urgently and professionally by the sole proprietor of Iain Dunn Pilates, Mr Iain F Dunn who can be reached via email, text or calling the number provided in the contact section of this site. It is the wish of Iain Dunn Pilates to hear all feedback good or bad about the experience at the studio, using the site or any other alternative site such as social media. It is through receiving complaints and resolving them that a business becomes a better service provider thank you for all feedback offered.

I hereby fully agree to these terms and conditions,

Mr Iain F Dunn

Sole Proprietor and Studio Manager of Iain Dunn Pilates,

Top floor S7 No2 Commercial Street Leith EH6 6JA

ALL TERMS AND CONDITIONS APPLY AS OF MAY FIRST 2017.