

Terms and Conditions

Sequoia Movement Ltd

APRIL 2019

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Terms and Conditions:
Sequoia Movement Ltd

Please carefully read our Terms & Conditions before signing up for any of our single class, offers, packs or memberships.

Your use our website and purchasing any of our services either on this site or at one of our studios will be subject to these terms & conditions which are subject to change at the discretion of Sequoia Movement Ltd.

Terminology

Sequoia means Sequoia Movement Ltd. Company number: 11892502

Sequoia Contract means the Rules, the Membership Terms and the Enrolment for Memberships or Services.

We, Us, Our means Sequoia Movement Ltd.

You, Your, Yourself means the person who is specified as the member in Your Enrolment for Membership.

Parties means You and Us.

Studio means a Sequoia Movement Ltd place of business or operation.

Goods and / or Services means the goods and / or services and / or facilities provided by Sequoia Movement Ltd to You.

1.0 INTRODUCTION

These are the terms in which Sequoia Movement Ltd is willing to provide service to You at Our studio.

2.0 INVOLVED PARTIES

The service terms are between Sequoia Movement Ltd and You and You acknowledge and agree that You are over the age of 18 years of age.

3.0 OUR RULES OF SERVICE

3.1 You must ensure that You read, understand, and abide by the rules of Sequoia Movement Ltd which are notified to You through signage, handouts, or are located on Our website. www.sequoiamovement.com

3.2 Our Rules govern Your use of Our Studio. In becoming a service holder or taking part in a Sequoia run session, You agree to abide by Our Rules which are binding and apply to all users, members, guests and visitors of Our Studio. You are also responsible for Your guests and visitors whilst they are using Our Studio.

3.3 If You break any of the Rules, We will respond in a way which we consider fair and reasonable which may include the following:

3.3.1. A written warning; or

3.3.2. Suspension or cancellation of Your membership or service.

3.4 If Your breach causes us or another person costs, losses and / or damages, You agree to pay for these.

4.0 OUR AGREEMENT

When You sign our service terms, You are entering into a legally binding contract with Us. It is important that You have read and understood all the terms and conditions of the Sequoia Movement Ltd Contract before signing our Terms and Conditions. Should You have any questions, please ask Us before You sign.

If the service Terms and / or the Sequoia Movement Ltd Contract differ from anything You are told at the Studio or over the phone, the Terms and / or the Sequoia Movement Contract will apply, unless written confirmation is received from an employee of Sequoia Movement Ltd.

5.0 ENROLMENT FOR SERVICE

5.1 If You are a new client You are required to fill out a consent form and PAR-Q (Physical Activity Readiness Questionnaire) before going to Your first class. We require the listed information in order to complete Your Sequoia Movement profile and ask important medical information about Your state of health.

5.2 All clients must be over 18 years of age to participate in any of our classes.

5.3 By signing the consent form, You are confirming that You have read and agree with our full Terms & Conditions.

5.4 Submission of an enrolment for service is an offer by Sequoia Movement Ltd to You to become a paying user. Sequoia Movement Ltd reserves the right to reject any Enrolment for service at its sole discretion.

5.5 All memberships and services are Non-Transferable & Non-Refundable. Services are valid for the duration of time stated at time of booking.

5.6 All Services are subject to the terms of the Sequoia Movement Ltd Contract and as amended by Sequoia Movement from time to time.

6.0 CONTRACT COMMENCEMENT

Your Membership / Service will commence on the Start Date as set out in Your Enrolment for Membership or on the date of purchase.

7.0 STUDIO ACCESS AND GROUP TRAINING

You become a member of Sequoia Movement Ltd under the type of membership / service paid for via our website, booking system or studio.

Your use of the Goods and / or Services of Sequoia Movement Ltd are governed by the Membership or type of booking. Sequoia Movement Ltd reserves the right to introduce, withdraw and / or vary categories of membership by providing You with thirty (30) days written notice.

8.0 UNDER 18'S

8.1 All clients must be over 18 years of age to participate in any of our classes.

8.2 Should there be a circumstance whereby You are under 18 years old, a parent or guardian must sign all documents required by Sequoia Movement Ltd and must accompany You at the Studio.

8.3 We reserve the right to refuse You access to the Studio if You are under the age of 18 and attend the Studio without Your parent or guardian present.

8.4 We reserve the right to request proof of age from any applicant for registration.

9.0 HEALTH, SAFETY AND INJURIES

9.1 You are aware of the possible health and safety risks associated with participating in physical activity and consent to any reasonable exercise which may from time to time be strenuous.

9.2 You acknowledge and agree that exercising and using the Services of Sequoia Movement Ltd may involve risk of injury and You exercise and use the Studio at Your own risk.

9.3 You have made Sequoia Movement Ltd aware of any relevant medical conditions or health problems and have obtained clearance from a registered medical practitioner to participate in physical exercise. You are aware that if Your medical

conditions change, You will need to sign and complete a medical form and You take sole responsibility for doing so.

9.4 You will ensure that the information disclosed to Us will be true and accurate and not misleading in any way. You will not attend and use the Goods and / or Services provided by Sequoia Movement Ltd whilst You are suffering from illness, disease, injury or any other condition that could present a risk to the health and / or safety of other members, guests and / or employees of Sequoia Movement Ltd or Yourself.

9.5 Our employees and / or contractors are not medically trained. We reserve the right to refuse entry and / or terminate Your membership if, in our reasonable opinion, You do not satisfy the medical and / or physical conditions required to participate in any activities of Sequoia Movement Ltd and You do not provide Us with medical clearance to prove otherwise.

9.6 You recognise that Sequoia Movement Ltd personal trainers and / or coaches are not able to provide You with medical advice regarding medical fitness and that this information is issued as a guidance to the limitations of Your exercise ability.

9.7 You must not conduct Yourself in a manner which will cause harm or discomfort to Yourself and / or other members. You must notify any employees and / or contractors of Sequoia Movement Ltd of any injuries and / or changes in Your health which may impact Your ability to continue Your exercise program or use the Goods and / or Services provided by Sequoia Movement Ltd.

9.8 You consent to receive medical treatment, which may be deemed necessary in the event of an injury, accident or illness.

9.9 All clients are requested to wear a form of dress that is appropriate for the session they are attending. Please ensure You bring Your own water to keep hydrated. Wear sunscreen during sunny conditions. Should you be participating in aerials, please ensure you do not wear any items of clothing such as zips and catches that may damage our equipment. Long sleeves and Leggings are also recommended.

9.10 Trainers must be worn in all Small Group Training classes to avoid risk of injury. If You forget Your trainers, it is up to the instructor whether they will let You in the class and You will do so at Your own risk.

10.0 OUR SERVICES: PERSONAL TRAINING

10.1 All personal training sessions are to be pre-booked through training@sequoiamovement.com and paid by You in advance.

10.2 Any cancellations must be made twenty-four (24) hours prior to the personal training session directly to Your personal trainer via SMS or phone call. You are responsible for ensuring the personal trainer receives adequate notification. Failure by You to provide notice will result in forfeiting the personal training session.

10.3 In the case adequate notice is provided a make-up session must be arranged within the same monthly cycle otherwise Your personal training session is forfeited (unless otherwise agreed with Your personal trainer in writing). If You fail to complete personal training sessions within the monthly cycle, Sequoia Movement Ltd is not obliged to refund or credit personal training sessions.

10.4 Should You fail to show up for Your scheduled session, You will lose it and Sequoia Movement Ltd is under no obligation to refund or perform these personal training sessions.

11.0 OUR SERVICES: GROUP TRAINING

11.1 All classes are subject to availability.

11.2 All bookings for group training are to be made online, via the Sequoia Movement MindBody Booking App, website, email, or over the phone to the studio or one of our instructors.

11.3 You must sign in upon entry to the class by providing Your name to the group instructor and / or manually signing in on the sign in device provided.

11.4 Should You not be booked into a class, You are not guaranteed a position within the class and Sequoia Movement reserves the right to refuse entry to a class. This is for the safety of the other members in the class.

11.5 All classes must be paid for in advance or Cash payment provided to the instructor of the class. You are required to notify Sequoia Movement a minimum of eight hours prior to class should You need to cancel. Failure to do so may result in You losing Your class credit or being charged for the class

11.6 A purchase of a class or a package does not guarantee access to a particular class. Classes are filled on a “first come first served” basis, and if a particular class is full or otherwise not available the cost of that class will be held to the credit of the client to be applied to another class to be selected by the client (subject to availability).

11.7 Classes will operate with a 2 person waiting list. If a class is full, You can choose to join the waiting list. If a space becomes available, You will be notified by email of its availability - You will then have the opportunity to join the class.

12.0 LATE ARRIVALS

12.1 It is requested that clients arrive at least 5 minutes prior to the start of classes. If You are not in the studio for the start of a class, Your place may be given away to another client.

12.2 Due to the nature of our classes and for Your own safety should You arrive more than 5 minutes late for a 45min+ class, the instructor has the right to exclude You from the class.

12.3 We do not allow latecomers to 30 minute classes and we hold the right to deny entry to the class if You do not arrive ready to start at the correct time. This policy is to help prevent injury as well as to be considerate of the teacher and other clients who are already participating in the class.

12.4 If You turn up late for a class and are not admitted, the cancellation policy will be applied and it will be classed as a no show.

13.0 PAYMENTS

13.1 You are personally responsible for payment to Us of the membership or session fees as and when they fall due.

13.2 Your membership fees are payable in advance in accordance with the Membership Type or service selected in Your Enrolment or booking.

13.3 Sequoia Movement Ltd reserves the right to use the services of a third-party billing company to deduct membership fee payments.

13.4 If the direct debit option is taken, Your membership fees will be direct debited from Your nominated bank account or credit card. By nominating a credit or debit account, You authorise Us to deduct from that account all fees and other charges You are responsible for under the Membership Terms.

13.5 It is Your responsibility to ensure that You have sufficient funds in Your nominated bank account when the fortnightly payments are to be direct debited. If there is insufficient funds in Your nominated bank account, or there is another reason

that Your account was unable to be debited, You will be responsible for any administration fees and or collection fees charged by Sequoia Movement Ltd and / or any third-party billing providers.

13.6 In the event that You fall into arrears in respect of any membership fees payable, all arrears must be paid by You in full before You can use the Studio. Sequoia Movement Ltd reserves the right to deduct these membership dues from Your nominated bank account or credit card provided to Us at any time without notice to You.

13.7 Sequoia Movement Ltd reserves the right to levy an administration fee, if required, to forward any outstanding accounts to a third-party party collection agency. You will be responsible for all costs incurred by Us as a result of forwarding Your outstanding account to a third-party collection agency.

13.8 If Your membership fees are overdue, Sequoia Movement Ltd reserves the right to terminate Your membership at any time; refuse entry until full payment has been made to either third-party party debt collection agency or Sequoia Movement Ltd.

13.9 Sequoia Movement Ltd is not liable for any fees incurred by You from Your designated bank or card provider for any late fees or charges incurred for failing to meet direct debit agreement with Us.

13.10 If You seek to terminate the Sequoia Movement Ltd Contract or stop the automatic debit arrangement in a manner not prescribed in the Membership Terms, then You may be liable to Sequoia Movement Ltd for damages for breach of contract.

13.11 You must tell Us if You are transferring or closing Your account or card, at least 7 days before Your next direct debit. You must also tell Us about any changes to Your account or credit card, such as an expiry date or number, at least 7 days before Your next direct debit.

13.12 Sequoia Movement Ltd reviews membership fees periodically and may change the membership fees from time to time. Your membership fees may be increased at the discretion of and at any time by Sequoia Movement Ltd, subject to thirty (30) days written notice.

13.13 Sequoia Movement Ltd will notify You in writing. It is Your responsibility to ensure that Sequoia Movement has up to date contact information for You. Where

we have made a reasonable effort to let You know about a membership fee increase, You authorise Us to increase any direct debits from Your nominated bank account or credit card.

13.14 All membership fees include all government taxes and rates. We reserve the right to change Your membership fees in line with any government tax and rate changes.

14.0 CLASS PASSES AND MULTIPLE PURCHASES

14.1 By purchasing a FITNESS Class pass You are entitled to book onto any Exercise Class within our FITNESS Class timetable. FITNESS Classes exclude those of Aerial Tissue (Silks), Aerial Lyra, Aerial Trapeze and Aerial Corde Lisse.

14.2 By purchasing a AERIALS Class pass You are entitled to book onto any AERIALS Class within our AERIALS Class timetable. AERIAL Classes include those of Aerial Tissue (Silks), Aerial Lyra, Aerial Trapeze and Aerial Corde Lisse.

SECURITY

The Studio is under 24-hour camera surveillance therefore Your activities within our facility are recorded. The video is used for security purposes. The security system does not protect You in, on or around the building premises.

You consent to having Your photograph taken at any time whilst using the facilities. Sequoia Movement Ltd reserves the right to use any such photographs for press and / or promotional purposes.

YOUR CONDUCT

The use of Vulgar language, abuse of equipment or staff or any other inappropriate behaviour will not be tolerated and may result in suspension or cancellation of Your membership, with a cancellation fee.

You are solely responsible for any damage which You may cause to Yourself, other members and Sequoia Movement Ltd including but not limited to its facilities,

services, products or equipment, if such damage is caused by Your wilful act and / or negligence.

You agree to follow any reasonable direction of an employee and / or contractor of Sequoia Movement Ltd relating to health, safety or security or related matters.

15.0 PERSONAL BELONGINGS

15.1 All personal belongings brought into Sequoia Movement Ltd studios are at the clients own risk, the company does not accept any liability for loss or damages to such items. Sequoia Movement Ltd accepts no responsibility for any property left on the premises.

15.2 All items found will be put into lost property and will be taken to a charity shop on the last day of every month. Any jewellery or keys found will be kept for a longer period of time. If You think You have left something behind, please notify us ASAP.

16.0 SUSPENDING YOUR MEMBERSHIP

If You wish to suspend Your membership, You may notify Us of Your request in writing or by completing the forms required by Sequoia Movement Ltd. You must provide us with one full calendar month notice in writing. You will not be able to use the Studio whilst Your membership is suspended and You must ensure that Your membership fees are up to date and You don't owe Us any money.

17.0 STUDIO FACILITIES

Sequoia Movement Ltd reserves the right to vary staffed hours, classes and / or to temporarily close certain areas of any Studio or timetable from time to time without notice for the purpose of cleaning, decorating, repairs, renovations or for special functions, press events and holidays.

18.0 CANCELLATION OF MEMBERSHIP

18.1 All cancellation requests for all Membership Types require thirty (30) days written notice by You to Sequoia Movement Ltd at training@sequoiamovement.com.

18.2 All cancellation requests via phone, fax, SMS, social media or other medium will not be accepted.

18.3 All cancellation requests may be received by Us at any time. However, Sequoia Movement Ltd reserves the right to deny requests when the conditions of this clause have not been met by You.

19.0 CANCELLATION OF CLASSES

19.1 You can change or cancel any bookings, up to 8 hours before the start time of the class You have booked without penalty. By booking classes within 8 hours of the scheduled start time, You are not entitled to change or cancel the class.

19.2 Any booking cancelled within the 8 hours or missed classes will incur a charge. Those who book in with a single class or are a class bundle holder will lose their class.

19.3 If a class is cancelled by Sequoia Movement Ltd for any reason, we will make every effort to contact You via email or telephone to let You know. All clients will have their classes early cancelled; pay as You go or bundle holders will have the session refunded on to their account.

20.0 REFUNDS

All memberships and services are Non-Transferable & Non Refundable.

21.0 TERMINATION OF MEMBERSHIP BY SEQUOIA MOVEMENT LTD

21.1 We may terminate Your membership immediately by emailing or writing to You at the contact addresses We have on Our records:

21.2 If You commit a serious or repeated breach of Your Sequoia Movement Ltd Contract;

21.3 If any part of Your membership fees remains unpaid 28 days after falling due;

21.4 If You provide us with details which You know to be false when submitted Your Enrolment for Membership Form and these false details may have affected Our reasonable decision to grant You membership; or service

21.5 Sequoia Movement Ltd is of the reasonable opinion that You are not suitable for continued membership.

21.6 You put the health, safety or well-being of Sequoia Movement staff or other members of Sequoia Movement Ltd or the public at risk; or

21.7 You damage Our equipment or use illegal or performance-enhancing drugs.

21.8 If We terminate Your membership for any of the above reasons, We may (without limiting any other right or remedy) recover any other reasonable costs and expenses We may incur as a result of Your breach and to collect the full amount of Your membership fees for the remainder of the then current fortnightly billing period any other arrears. Further, We will collect any membership fees and fees that are outstanding when Your membership is terminated. We may use third parties to assist in the collection of outstanding membership fees and fees and You will be liable for these costs.

22.0 YOUR PERSONAL INFORMATION

22.1 You accept full responsibility for updating Your personal information to Sequoia Movement Ltd for the purposes of billing, marketing and / or contact information.

22.2 You are responsible for advising Sequoia Movement Ltd of changes to Your personal information. Where Sequoia Movement Ltd is required to provide any written notification, 22.3 Sequoia Movement Ltd will send the notice to the email or home address on the Enrolment for Membership or any updated address You have provided to Us since joining.

22.4 Any notice sent by Sequoia Movement Ltd in accordance with this clause will be deemed received by You three business days from the date of dispatch.

22.5 We take the privacy of our members seriously and our Privacy Policy is available in the on our website www.sequoiamovement.com. The Privacy Policy explains the ways which we collect, use, store, protect and disclose Your personal information.

23.0 INTERNET ACCESS AND SOCIAL MEDIA

You are personally responsible for all content that You publish online, whether in a blog, social network or social computing site or any other form of user-generated media. If a member of staff, independent contractor or another member harasses You, please make Us and the appropriate authorities aware immediately.

Any breach or unsocial behaviour on machines or inciting hateful, racial or defamatory behaviour or materials, You may be asked to leave the Studio and Your membership may be terminated by Sequoia Movement Ltd at any time without notice.

24.0 CHANGES TO MEMBERSHIP TERMS

Sequoia Movement Ltd may amend the Membership and Class Terms, and will display any changes in the Studio or on the Sequoia Movement website. This includes changes to the Studios opening and closing hours, the Goods and / or Services and membership fees. Any changes will be effective immediately.

25.0 COMPLAINTS AND FEEDBACK

If You have any concerns about the Goods and / or Services provided by Sequoia Movement Ltd or anything else in relation to Your membership, You should first raise it with the staff of Sequoia Movement Ltd.

If You are not happy with the response given, You may send a complaint to the Studio Manager.

26.0 CONTRACTORS

26.1 Sequoia Movement Ltd reserves the right to use independent contractors to provide goods and / or services at our studio.

26.2 There may be other services, including personal training services, offered at the Studio by Us, contractors, licensees and others which are offered separately and / or in addition to services provided under the Membership Terms.

26.3 We are not responsible for these third-party services including fees or any associated costs, claims or refunds, unless they are provided by us.

26.4 You hereby agree not to hold us liable and You agree to indemnify us and keep us indemnified against any claims, demands, losses or damages suffered by You as a result of the negligence of a contractor or franchisee.

27.0 OTHER TERMS

27.1 We are not responsible if You cannot use the Studio because of an event caused by a natural force (such as fire or flood) or a road or building closure or something similar beyond our reasonable control.

27.2 The failure by Us to enforce any of Our rights at any time for any period shall not be construed as a waiver of these rights. Any failure to identify or act upon a breach of Your Sequoia Movement Contract shall not be deemed to be an affirmation by Sequoia Movement Ltd that Your behaviour is acceptable.

27.3 If a Court decides that any section of the Sequoia Movement Contract is invalid or unenforceable, that section will be deleted from the Sequoia Movement Contract.