

MEMBERSHIP TERMS AND CONDITIONS

Definition: The Service Provider = "We"; Ashar Ltd (T.A Dynamic Hot Yoga) = "DHY"; The Customer = 'You';

UPFRONT MEMBERSHIPS/MEMBERSHIP SUBSCRIPTIONS

For monthly memberships, once your subscription starts you **can not** get a refund for any payments you have already made. If you are signed up to a monthly payment plan and you do not wish to subscribe anymore, you can cancel your subscription. If you cancel your subscription during the minimum period, other than in the circumstances set out below, we shall be entitled to a 'termination payment' of £89; equivalent to one months membership, in addition to any outstanding balances due (ie. late fees etc)

All upfront memberships are non refundable (freeze option details below)

TERMINATION OF SERVICE, LIMITED RIGHT TO CANCEL

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hours of the services unreasonably resulting in you being unable to access the services.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so. *
4. If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion suspend your payments for two months. We will then review your financial situation with you. *
5. If you become pregnant. You must produce documentary evidence and we may, at our discretion suspend payments for six months. We will then review your situation with you. *
6. If you move more than 25 miles from the facility. You must provide proof of change of address. *

* PLEASE NOTE: points 3-6 require documentation, this can be accepted from the date of receipt.

MEMBERSHIP FREEZE

As a benefit to our long term members, we offer the opportunity to temporarily pause or 'freeze' your membership in the event of prolonged absence. You must have subscribed for at least 3 months before you are entitled to this benefit.

If you are subscribed to a membership plan of more than 6 Month Minimum term, you are entitled to pause your subscription for a minimum of 1 Month and up to 3 months **at any one time**, anything in excess of this comes with a reduced fee of £15 per month. Requests must be given in writing via e-mail (info@dynamichotyoga.com) and sent to the service provider, DHY, at least 15 Days before your next direct debit payment is due and/or at least 15 Days prior to the date you wish to freeze the membership. At the end of the 'frozen' period your monthly direct debit will revert to the appropriate fee automatically.

For upfront memberships over 6 Months, you are entitled to pause your subscription for a minimum 1 Month and up to a maximum 3 months total.

GIVING NOTICE TO CANCEL

DHY will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least 1 calendar month before the final payment of the minimum period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least 1 calendar months' notice. The notice should be writing via e-mail (info@dynamichotyoga.com) and sent to the service provider, DHY.

COLLECTING YOUR MONTLY SUBSCRIPTIONS

DHY will collect your subscription monthly via Mind body/Pay safe terminals. If you fail to make a payment on time, you will incur the following charges:

1. Fail to pay the subscription on the due date £15.00 (Ensure your card details are up to date and updated accordingly)
2. Fail to pay the missed subscription within 7 days of the date of a reminder correspondence £30.00
3. Fail to pay the arrears and accrued charges within 7 days of the day of the Final Notice £45.00
4. Late Cancellation (less than 2hours prior to class start time) or failure to attend pre-booked class £8.00
5. If you miss two subscription payments, you will be deemed to have breached your contract and you will be required to pay a 'termination payment' of £89.

Late payment charges become payable immediately when they are incurred

If you fail to pay any amount due under this agreement for a period of more than 30 days, it will affect your credit score and we may pass the debt to a third-party company for collections. The costs incurred in employing the third-party company will be borne by you including the costs of tracing you should you have changed address without informing us.

PRIVACY AND DATA PROTECTION

We at DHY take great care to ensure that any information we hold about you is kept safe and secure. We collect and process personal data about you in order to provide the services you use; operate our business; meet our contractual and legal obligations; protect the security of our staff and our customers.

- PERSONAL DETAILS ie. name, address, date of birth, telephone number and email
- FINANCIAL INFORMATION (NOTE: DHY can never see your card details in full once added to the Mind Body system)
- MEDICAL INFORMATION We may ask for medical information to ensure your safety on the premises

We use CCTV in all of our communal areas for Health & Safety monitoring and your security. CCTV footage maybe shared with the Police or other statutory bodies in the event of an incident.

CONDUCT

We expect our members to behave in a considerate manner and will not accept any inappropriate behaviour towards other members or our staff. We reserve the right to refuse admission for members behaving in such a manner.