



TERMS AND CONDITIONS

Please read carefully prior to booking with Tribe LDN. By making a booking you are confirming that you have read and agree to the following Terms and Conditions.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the client's personal use and for purposes wholly or mainly outside the purposes of any Business;
“Classes”	means any class or Class for You booked either as an individual or group taking place at a time and on a date booked with Us combining strength, cardio and mobility for which We may provide any teaching, instruction, or equipment;
“Events”	means any trip or associated event designed and organised by Us;
“Our Premises”	means the in-person, non-hired location that Classes may be conducted at The Dukes Meadows Bandstand in Chiswick, The Promenade, Chiswick, London, W4 2SX.
“Price List”	means Our standard price list for all of the Services which We offer. The list of Services and their prices is available from Us on Our website;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Teacher/We/Us/Our”	means Kate Smyth or such other nominated teacher;



“Terms and Conditions”	means these Terms and Conditions, and “Clause” or “sub-Clause” is a Clause of these Terms and Conditions; and;
“You/Your”	means the individual who is Our student / client.

2. Registration

- 2.1 You may only book and attend any Classes or Events once you have completed our registration process. This will involve you completing our registration and medical history form, agreeing to our Privacy Notice, agreeing to these Terms & Conditions and having your registration accepted and confirmed by us. Our decision of whether or not to accept Your application to register is in Our absolute discretion.
- 2.2 The details that You provide and confirm in the registration form and medical history form must be complete and correct and include Your confirmation that (a) You are over 18 or if you are under 18, you have consent from your parent or guardian (b) You have read and agree to these Terms and Conditions (including fitness, health and safety matters) in Clause 3;
- 2.3 Upon making a booking for a Class or Event you shall be deemed to accept and agree to these Terms and Conditions and our Privacy Policy.
- 2.4 Our confirmation of Our acceptance of Your registration form, there will be a contractual agreement between You and Us on these Terms and Conditions.

3. Fitness, Health and Safety

- 3.1 You acknowledge that Classes and/or Events may be physically strenuous, and You agree that You voluntarily participate in a Class and/or Events with full knowledge that even if the Teacher and any other teacher involved in the Class and/or Events is not negligent, there is an inherent risk of personal injury or illness arising from Your participation in any exercise program and use of specialist equipment.
- 3.2 Certain Classes and/or Events may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 3.3 You must ensure that you are fit and well enough to participate in any Class and/or Event that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 3.4 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 and obtain their written consent where necessary before attending a Class and/or Event. The advice provided by the Teacher or any other



teacher involved in a Class and/or Events at no time constitutes medical advice and is not a substitute for advice provided by a medical professional.

- 3.5 You agree that when You apply to register, and also when You book and attend any Class and/or Event, that will be Your confirmation that You have no health or fitness problems (including, but not limited to cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma or other breathing difficulty; diabetes; epilepsy or other allergy) which may affect your participation in any Class and/or Event.
- 3.6 You understand that when participating in any exercise class, there is the possibility of physical injury and therefore by engaging in a Class and/or Events with Tribe LDN, You agree that You do so at Your own risk, and by voluntarily participating in these activities You assume all risk of injury and agree to release and discharge Tribe LDN and its Teacher(s) from any and all claims or causes of action, known or unknown.
- 3.7 It is Your responsibility to recognise Your own physical limitations and to always work cautiously and safely at Your own level at all times; listening to Your body and being careful not to overstretch or twist in such ways which may result in pain or injury or to attempt exercises or activities which are too advanced or beyond Your capability. You should follow all reasonable verbal instructions carefully and take note of any advised adjustments suitable for Your needs.
- 3.8 When You request a booking for a Class and/or Event and at least 48 hours before You attend any Class and/or Event:
- 3.9 We advise You to tell Us of any special physical needs, any issue relating to Your health, fitness or physical limitations of which You are aware, and any medical condition or on-going medical treatment, which might be relevant to any activity to be undertaken at a Class and/or Event.
- 3.10 You must tell Us:
 - 3.10.1 of any medical condition or if you are taking any medication which may affect Your ability to undertake any activities at a Class and/or Event or to use any equipment or facilities provided by Us.
 - 3.10.2 of any circumstances affecting Your health which may be worsened by any activities at a Class and/or Event; and
 - 3.10.3 if you are pregnant, and if so whether You are in the first 3 months of Your pregnancy or if you have given birth in the last 6 months.
- 3.11 We will discuss with You any such matter that You tell Us and inform You if We decide not to accept Your booking because of that medical, health or fitness issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue.
- 3.12 If You do not tell Us before a Class and/or Event of any health or fitness problem (as



set out in section 3.5) that We then discover, We will be entitled to refuse to provide all or any part of that or any other Class and/or Event You have booked. We will also be entitled to treat any such Class and/or Event (or part of them) as cancelled by You without notice, in which case We may make a charge to You as set out in our Booking, Cancellation Section (section 5).

- 3.13 You must not attend any Class and/or Events when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 3.14 You should arrive at least 10 minutes prior to the start time of a Class, and before any warm-up involved in that Class, to allow for a prompt start. If You know You are going to be late for a Class, You should contact Us to tell Us as soon as You can before the Class start time. If You arrive later than a Class start time and You arrive after any warm-up for that Class has begun, We may not permit You to participate in the Class for health and safety reasons.
- 3.15 You should not attempt to use any equipment or facilities until the Teacher or another suitably qualified teacher has instructed You in the correct use of the same.
- 3.16 You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.

4. Tribe LDN Services

4.1 Online Class Fees

All current Fees are listed on our website. Advance booking and payment is necessary to guarantee a place.

4.2 Private Classes

- a) Private Classes can be booked at a mutually agreed time.
- b) Advance payment is required for each Class.
- c) Late cancellation (less than 24 hours) will be subject to no refund.
- d) Where group private Classes are booked and paid for, no refunds will be payable where less participants than the number booked attend the Class.
- e) You will be required to sign a waiver as set out in Schedule 2 in order to participate in an Event.

4.3 Events

- a) Events organised by Tribe LDN are available to book by invitation.
- b) Tribe LDN work with key partners in delivering such Events and specific elements of the Events may require payment directly to key partners.
- c) Advance payment is required for each Event.



- d) A deposit is required to secure your place at an Event. This deposit is non-refundable where You cancel your place prior to an Event.
- e) You will be required to sign a waiver as set out in Schedule 1 in order to participate in an Event.

5. Booking and Cancellation of Classes, and Consumer Rights

- 5.1 You must be 18 or over and a Consumer to book and attend any Class and/or Event. Any participant under 18 must have consent from a parent or guardian.
- 5.2 A place in a Class and/or Event is subject to availability and will be on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Class and/or Event unless You book and pay for the Class and/or Event for that particular time and date.
- 5.3 Each Class and/or Event is available as, and will be specifically booked only as, an individual (i.e. not group) Class and/or Event for You.
- 5.4 You may book each Class and/or Event using our online booking system. You may book and pay for each Class and/or Event separately as a one-off Class and/or Event.
- 5.5 We will only provide a Class and/or Event to You if You have pre-booked and You have paid for the Class and/or Event in advance.
- 5.6 There will be a booking and there will then be a binding contract between You and Us for that Class and/or Event only if and when We tell You orally or in writing that We accept Your request to book for a particular Class and/or Event and You have paid for it.
- 5.7 When You book and pay for any one or more Classes and/or Events, We will be entitled to keep some or all of that payment as set out in sub-Clause 5.10 below if You later cancel any such Class and/or Event without giving Us prior notice of:
 - 5.7.1 In the case of a Class, at least 24 hours' notice;
 - 5.7.2 In the case of an Event, at least 28 days' notice.
- 5.8 We may treat a booked Class as cancelled by You without notice to Us if You arrive after the start of the Class or the start of any warm-up for that Class or You do not attend any of the Class. We may decide to make a charge to You for that cancelled Class, and sub-Clause 5.10 below will apply.
- 5.9 You may cancel a Class without charge if You give Us the required notice as set out in clause 5.7 above. If You do so We will refund to You any sum You paid in advance for it unless, when You cancel, You ask to rebook for a later, substitute, Class instead and We accept that substitute booking.
- 5.10 If You do not give Us the notice set out in clause 5.7, prior notice of cancellation of



a Class and/or Event, We will be entitled to charge You for any net financial loss up to the full price paid for that Class and/or Event that We suffer due to Your cancellation. We will be entitled to deduct that charge from sums You paid in advance for that Class and/or Event, and We shall refund any balance to You.

- 5.11 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Class and/or Event without giving Us the required notice periods set out in clause 5.7, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 5.8 and 5.10.
- 5.12 We may cancel a Class and/or Event booked by You at any time before the time and date of that Class and/or Event in the following circumstances:
 - 5.12.1 If You booked the Class and/or Event as a group Class and/or Event, and any required minimum number (if any) for that Class and/or Event have not booked for that Class and/or Event; or
 - 5.12.2 The Teacher and any other required teacher and/or required equipment or facilities necessary for the Class and/or Event are not available; or
 - 5.12.3 An event beyond our control described in sub-Clause 7 below occurs and continues for more than 30 days;
 - 5.12.4 We find that You are not a Consumer (as defined in Clause 1 above).
- 5.13 If We cancel a Class and/or Event in such circumstances under Clause 5.12, We will refund to You in full the payment that You have made to Us for that Class and/or Event.
- 5.14 We will use all reasonable endeavours to start the Class and/or Event You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Class or by other circumstances. If a delay to the start is at least 20 minutes, or, if at any time before or after You arrive for a Class We will notify You that there will be a delay of at least that time, You may cancel the Class and We will refund to You in full the payment that You have made to Us for that Class.
- 5.15 Classes, Events, teachers, equipment, and prices are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 5.16 We reserve the right to expel You from a Class and/or Event if Your conduct is in Our reasonable opinion unacceptable, or it is or may be in Our reasonable opinion harmful to the Teacher's reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of Our other clients. If We expel You, You will not be entitled to any refund for a Class and/or Event started but not completed due to expulsion.
- 5.17 You may for any reason cancel a booked Class and/or Event during the 14 day period after We accept that booking, but if the booking includes any Class and/or



Event on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Class and/or Event in that 14 day period and We do so, You may not cancel that or those requested Classes and/or Events and You must pay for them in accordance with Clauses 4 and 5. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 5.17 and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation.

6. Fees and Payment

- 6.1 You must pay in accordance with Our Price List for all Classes and/or Events that We fully and correctly provide to You.
- 6.2 You may pay Us for Classes and/or Events using any of the following methods:
 - 6.2.1 Bank transfer to the following bank account:
Account name:
Mrs K G Smyth
Sort Code: 40-23-18
Account number: 71875566; or
 - 6.2.2 Cash.
 - 6.2.3 Cheque (Made payable to Kate Smyth)
- 6.3 We may alter Our prices without prior notice, but if the price of any Classes and/or Events increases between the time when You book a Class and/or Event and the date of the Class and/or Event, the price increase will not apply to You for the Class and/or Event on that date.
- 6.4 All prices of Services shown in the Price List are inclusive of VAT.

7. Events Beyond Our Reasonable Control

- 7.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
- 7.2 If any such event referred to in sub-Clause 7.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Classes and/or Events as necessary. You may, without liability to Us, cancel any Class and/or Event not taking place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Class and/or Event.



8. Limitation of Liability

- 8.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide or sell all Classes and/or Events to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 The Teacher and each of Our other teachers is competent to conduct the Class and/or Event assigned to him/her, but their advice does not include any medical advice and is not a substitute for advice provided by a medical professional.
- 8.4 If You bring any personal belongings to Our Classes and/or Events, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by the Teacher or other teachers. We will not be responsible for any loss or damage to Your personal belongings caused by any other client or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 1. We therefore advise You not to bring any valuable belongings to Our Classes and/or Events.
- 8.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 8.6 Furthermore, if You are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 8.6.1 the Consumer Rights Act 2015;
 - 8.6.2 the Regulations;
 - 8.6.3 the Consumer Protection Act 1987; or
 - 8.6.4 any other consumer protection legislation
- as that legislation is amended from time to time.

For more details on Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.



9. How We Use Your Personal Information (Data Protection)

- 9.1 We will only use Your personal information as set out in Our Privacy Notice provided and signed by You as part of Your registration process and as available on our website from <https://tribeldn.com/privacy-policy>.
- 9.2 Occasionally Classes and/or Events may be recorded, filmed, photographed or broadcast for promotional use / development of teaching styles and will remain the property of Tribe LDN. It is Your responsibility to inform Tribe LDN in writing if You do not wish to appear in any photographs or videos which may be used on Tribe LDN's website or social media channels.
- 9.3 Taking photographs and / or video in a Tribe LDN Classes and/or Events and sharing for the purpose of publicity including on social media will only include children and young people under 18 with the express consent of both the child / young person and their parent / carer.

10. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to register and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

11. Complaints Policy

- 11.1 We hope that you will be happy with your purchase but if you are considering making a complaint regarding any Classes and/or Events with Tribe LDN, please speak to us first to try to sort out the problem. Generally, complaints are resolved more easily and effectively at an early stage and by those who have a direct influence on the situation.
- 11.2 You can submit a complaint via Our website or by emailing hello@tribeldn.com.



12. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change

13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

14. Law and Jurisdiction

- 14.1 These Terms and Conditions, the Contract Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 14.2 As a Consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 14.1 above takes away or reduces your rights as a Consumer to rely on those provisions.
- 14.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (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.

