

Name: _____

Telephone No: _____ Email: _____

Terms relating to the provision of Services

Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

Booking Form: the booking form completed online or attached to these Terms (as appropriate);

Client Declaration: the declaration required to be signed by you before you use our Services;

Services: the provision of the supervised use of the Miha Bodytec solution at our studio;

Session: a session during which we provide the Services to you;

Terms: the terms and conditions set out in this document; and

We/Our/Us: The Body Shape Studios Surbiton, registered in England and Wales with company registration number 113169487 with its registered office at 69 Brighton Road, Surbiton, Surrey, KT65NF

When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

Our contract with you

These, together with the terms in the Client Declaration, are the terms and conditions on which We supply the Services to you.

Please ensure that you read these Terms and the Client Declaration carefully, and check that the details on the Booking Form, the Client Declaration and in these Terms are complete and accurate, before you sign the Client Declaration and the Booking Form. If you think that there is a mistake, please contact Us to discuss.

When you sign and submit the Booking Form and Client Declaration to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, we will inform you of this and We will not provide you with the Services.

These Terms will become binding on you and Us when We tell you we agree to accept Booking Form, at which point a contract will come into existence between you and Us.

If any of these Terms conflict with any term of the Client Declaration, the Client Declaration will take priority.

Changes to terms

We may revise these Terms from time to time in the following circumstances:

changes in relevant laws and regulatory requirements; and/or

changes to the Client Declaration.

If We have to revise these Terms under clause 3.1(a), We will give you at least one month's written notice of any changes to these Terms before they take effect.

If there is any material change to the Client Declaration, or if We consider that We may decline to provide you Services or suspend the provision of Services

Providing services

We will supply the Services to you from on the dates and at the times set out in the Booking Form or where some or all of the Sessions have not been allocated a date and time, on those dates and at those times we subsequently agree for those Sessions.

When we provide the Services, you must follow the instructions given to you by Our trainer. If you fail to do so, the trainer at his discretion may terminate the Session and you shall still be liable to pay for the Session in full.

We will make every effort to provide each Session on the date and at the time agreed between you and Us. However, there may be times when your Session may have to be delayed or rescheduled, for example, a trainer is unable to attend to supervise your Session or there is a power cut. We shall try to contact you as soon as possible and to reschedule the Session at a time and date convenient to you.

We require you to complete and sign the Client Declaration which provides us with information regarding your physical and mental well being before you start your first Session. We will require you to confirm the information provided in the Client Declaration before the start of each subsequent Session.

If you wish to cancel a Session booked in advance, you must give Us at least one working day's notice of the cancellation. Notice given on a Sunday or a bank holiday will be treated as having been given at 9.00 a.m. on the next day which is not a Sunday or bank holiday. If you do not give Us at least one day's notice to cancel a Session, then you shall be liable to pay Us the fee due for that Session.

If you do not pay Us for the Services when you are supposed to as set out in clause 6.4, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this.

Client Declaration and the Services

You should not use the Services if you suffer from certain medical conditions as set out in the Client Declaration. You therefore represent to us that the information provided to us in the Client Declaration is true and accurate in all respects.

Based on the information provided by you in the Client Declaration, we will provide you information to assist you in making a decision as to whether you wish to accept our Services and proceed with a Session. Any such decision to proceed is taken at your own risk.

Based on the information provided in the Client Declaration or on information provided to Us prior to any Session, we may decide not to, or to cease, providing the Services or suspend provisions of the Services or make provision of the Services conditional upon confirmation from your GP that you may receive the Services. If We decide not to provide the Services to you, you shall not be required to pay for any further Sessions.

You acknowledge that We are not medical experts and that any information We provide to you in whatever format or any decision We may make or may not make relating to whether We provide the Services or not does not constitute medical advice or relieve you of the responsibility of deciding whether you wish to proceed with accepting the Services. We shall not be liable to you for any decision by you to proceed with accepting the Services generally or in relation to any specific Session.

Price and payment

The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect,

The price of each individual Session depends on the number of Sessions you agree to take on completion of the Booking Form. Unless We have decided not to provide Services to you in accordance with clause 5.3, you have signed the Booking Form setting out the number of Sessions you have agreed to take, you will be bound to pay for all of those Sessions, whether you have taken them or not. Payment will be due on the earlier of the date you notify us that you no longer wish to take the Services or the date the last Session was due to be held. We may waive the right to require you to pay for Sessions not taken if the reason for your cancelling this Agreement is on written advice from your GP that you should cease to take our Services.

To get the most out of your EMS training we recommend you train with us once per week. Sign up for:

12 Months giving you 48 Sessions to be used within a 60-week period.

6 Months giving you 24 sessions to be used within a 30-week period.

3 Months giving you 12 sessions to be used within a 15-week period.

Contracts will not automatically renew.

We may ask you to pay for sessions in advance.

If you cancel a Session with less than one day's notice as required by clause 4.5 or fail to turn up to a Session you have booked, you will be liable for the fee payable for that Session which, if not paid for in advance, shall be payable immediately on demand by Us.

Our liability to you

If We fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence.

We do not exclude or limit in any way Our liability for:

death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or fraud or fraudulent misrepresentation.

How to contact us

If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning James or Stephanie on 07946596564 or by e-mailing Us at bodyshapestudios@gmail.com.

If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to The Body Shape Studios Surbiton Ltd at 69 Brighton Road, Surbiton, KT65NF. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Booking Form.

How we may use your personal information

We will use the personal information you provide to Us to:

provide the Services;

process your payment for such Services; and

inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

We may divulge sensitive personal data to employees or agents who need to know the same for the provision of the Services or administration purposes or to medical personnel in the event of a medical emergency involving you. Save as permitted by this sub-clause, we shall not divulge any sensitive personal data to any third party without your prior consent.

You agree that We may pass your personal information to the minimum extent necessary to credit reference agencies and that they may keep a record of any search that they do.

We will not give your personal data to any other third party.

Other important terms

We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

You may not transfer your rights or your obligations under these Terms to any another person.

This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.

These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

I agree to take the Services for the number of Sessions stated above subject to your terms and conditions. I confirm I have read and understood the terms and conditions.

I further understand that if I fail to take the number of Sessions set out above, I shall be liable to pay for the Sessions not taken in accordance with clause 6.3.

Signed: **Dated:**

The Body Shape Studios Ltd Client Declaration

EMS training is an intensive form of training, using electrical impulses, which may have adverse effects for people with certain medical conditions. As a result, you should not use the Miha Bodytec equipment if you have any of the conditions listed below:-

- epilepsy;
- any heart condition (including use of a pacemaker);
- pregnancy;
- heavy bleeding;
- circulation disorders;
- abdominal wall or inguinal hernia;
- bleeding or haemorrhaging;
- bleeding tendency (e.g. haemophilia) or any other similar disease;
- tuberculosis;
- tumour diseases, including cancers;
- arteriosclerosis;
- arterial blood circulation disorders;
- neurological diseases;
- diabetes mellitus;
- aguish;

- diseases causing fever, including acute bacterial or viral infections
- feeling unwell;
- you have metallic implants, including joint replacements;
- you have any cuts, itchy or sensitive skin, eczema or other skin conditions, permanent or temporary;
- bleedings, haemorrhages, haemophilia;
- varicose veins;
- liver diseases;
- arthritis;
- neuralgia;
- lymph edema;
- liquid retention.

Do you have any of the conditions listed?

If yes, give full details relating to each condition:

Any other Notes:

I have read and understand the list of conditions and the answers I have provided set out above. I confirm to you, The Body Shape Studios Surbiton Limited, that the answers I have provided are true, accurate and complete in all respects and that I am not aware that I have any medical condition not otherwise covered by the above list of conditions which may be relevant to my use of the Miha Bodytec system ("Equipment"). I will advise Body Shape Studios of any changes to the answers I have given in the questionnaire above in any future sessions I have.

I confirm that a representative of Body Shape Studios Surbiton has explained to me how the Equipment works and the potential common side effects of using Equipment. I have received satisfactory answers to any questions I have raised in relation to the Equipment and its use.

I confirm that any information provided by you in this declaration and orally by any of your employees or agents does not constitute medical advice. I understand that the decision to use the Equipment is mine alone and that if I have any doubts as to whether I should use the Equipment, I should seek medical advice from my own doctor or other health professional.

I understand that:-

- I must drink at least 0.5 litres of tepid water, mineral drink or other liquid prior to training with the Equipment;
- I must not either attach or remove any of the electrode cables once the Equipment has been started;
- I must inform the trainer immediately if I feel nausea, dizziness, chest or other pain or heat on my skin.

I confirm that I have agreed to use the Equipment on the basis that you, your employees and agents shall not be liable to me from any injury or losses I may suffer as a result of using the Equipment.

Nothing in the above declaration will limit the liability of The Body Shape Studios Surbiton Limited to you in respect of death or personal injury arising as a result of the negligence of The Body Shape Studios Surbiton Limited, its employees or agents.

Full name of client:

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Address of client:

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Signature of client: **Date:**