Cancellation & Refunds

**Online booking and Refunds**

**1.**Clients will be penalised where cancellation or rescheduling of a session is not made online at least**3 hours** prior to the start of the class, or if they fail to attend a booked session.  CLICK HERE **to** **See**[**Terms and Conditions**](http://yotopia.co.uk/terms-and-conditions/)**for details of class cancellation policy.**

**N.B. Please remember that you must use our online booking system to remove yourself from the class list if you cannot attend.**

**2.** Teachers occasionally change at short notice; no refunds or exchanges will be given if there is a cover teacher, and the cancellation policy still applies.

**3.** No refunds will be offered for any purchases.

**Retail**

Returned merchandise, excluding yoga mats or opened products/packaging, will be exchanged for store credit for items returned within 14 days with a receipt.

**Courses and workshops**

When booking a course or workshop, please be advised we will only offer a full refund when cancelling more than 3 weeks before the beginning of the event (minus a 10% administration charge). If you cancel a course or workshop with less than 3 weeks’ notice, no refunds will be offered. In the case of a course or workshop being cancelled by us, you will receive a full refund, or the option of being transferred to another workshop or course of equal value. No refunds will be offered the day before or the same day of any course or workshop.

**Discounts**

We offer a variety of discounts for our clients which include: Seniors (OAPs), full time students and unemployed who can show valid proof of identification will be offered 10% off for single Classes and Class Passes. No discounts on Introductory Offer, Community Classes, or Unlimited Contracts are available.

Terms and Conditions

1. INTERPRETATION AND VARIATION

1.1 In the Terms and Conditions the following definitions apply:

“Coggins wellbeing” means Coggins Ultimate Well Being Ltd (trading as Coggins Wellbeing)

“Client” means any person that has signed a Registration Form, or taken one or more classes at the Studio, and includes Members.

“Member” means any person who has signed up to unlimited classes by monthly Auto-Pay (see “Subscription” below).

“Class” means a yoga class (or any other style of class made available on the timetable) provided on or behalf of Coggins Wellbeing at the Studio

“Class Pass” means the Client is entitled to attend a number of classes purchased before the end of the expiry date of the pass.

“Registration Form” means the registration and health form signed by each Client.

“Studio” means any of the Yoga Studios of Coggins Wellbeing as published on our website from time to time.

**“Terms and Conditions” as defined here.**

“Website” means www.cogginswellbeing.com or affiliated websites.

1.2 The Terms and Conditions are incorporated into the Registration Form.

1.3 Coggins Wellbeing reserves the right to vary or revoke any of the Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of internal affairs of the Studio and the conduct of Clients.  Any such changes will be published on our websites and, until revoked, are binding on Clients.

1.4 The Terms and Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

**2. CLIENTS**

2.1 Subject to condition 2.2, when a person has signed a Registration Form or ticked the terms and conditions online they shall become a Client subject to these Terms and Conditions.

2.2 Acceptance of a person as a Client is at the discretion of Coggins Wellbeing.

2.3 Coggins Wellbeing reserves the right to withdraw, suspend or refuse to renew the membership or class pass of any Client whose conduct is, or may deemed to be in Coggins Wellbeing reasonable opinion, damaging to the character of the Studio or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise to be in the interests of the other Clients of the Studio. Any Client so expelled shall forfeit all privileges to membership and purchase of any other classes or class passes/packages and shall not be entitled to any refund for any period during which his membership or class package is suspended.

2.4 The Studio may run promotional introductory offers from time to time (directly or through an Agent). These offers are exclusively for New Clients who are not already registered (“Members/Clients”) with the Studio and are not for repeat use.

**3. STUDIO OPENING TIMES**

3.1 Details of class times at the Studio may vary from time to time. Class times will be published by the Studio on our Website.

3.2 The Studio reserves the right to make changes to the schedule at its discretion.

**4. PAYMENT TERMS**

4.1 Details of class prices, class passes and memberships are available on our website or shall be such prices as determined by Coggins Wellbeing from time to time.

4.2 Subject to any statutory right of cancellation, payments for classes, class passes, monthly subscription fees and annual payments are made non-refundable unless otherwise stated in the Terms and Conditions.

4.3 A Client may attend Classes according to the type of pass or membership.

**5. MONTHLY AUTOPAY**

5.1 The provisions of this clause 5 shall only apply to Members that subscribe to unlimited classes by monthly Auto-Pay, direct debit, standing order or credit card (“Subscription”).

5.2 Any Member who purchases classes by Subscription will forfeit their membership if they fall behind in payment for more than 30 days.  Such Member shall remain liable for any outstanding payments.

5.3 If any payment whatsoever under this Contract remains outstanding beyond the due date the Company may add to the outstanding sum to be collected the reasonable and necessary costs incurred by the Company in employing a third party to collect the outstanding sum.

5.4 A Member who purchases classes by Subscription, may at the discretion of Coggins Wellbeing, suspend their membership for a period of one calendar month, once, in any 12 month period.  An administration fee of £25 will be payable by way of reduced monthly subscription or as otherwise indicated by Coggins Wellbeing.  1 months’ notice is required for any such suspension.

5.5 Subscription fees must be paid in accordance with the Terms and Conditions irrespective of whether or not the Member uses the Studio’s facilities.

5.6 Subscription fees may be increased at Coggins Wellbeing’s discretion.  Members shall be given no less than 10 working days’ written notice of any increase in their Subscription (unless otherwise agreed in their contract).

5.7 Any Member that purchases classes by Subscription cannot cancel their Subscription before the expiry of the initial term of the subscription (“the Minimum Subscription Period”).

5.8 The Minimum Subscription Period applicable will be the minimum term indicated by the particular membership.

5.9 The autopay payments will continue beyond the Minimum Subscription Period unless or until notice is given to terminate the Subscription by the Member.  After the expiry of the Minimum Subscription Period a Member may cancel their Subscription at any time by written request to Coggins Wellbeing, **by emailing info@ cogginswellbeing**, giving one calendar month’s notice from the desired cancellation date.  For the Month to Month membership, **10 days notice is required for termination or for suspension.**

5.10 If a Member does not pay their Subscription for the Minimum Subscription Period (or cancels their Subscription during the Minimum Subscription Period) then Coggins Wellbeing is entitled to charge the Member for any outstanding Subscriptions in respect of the Minimum Subscription Period.

5.11 Members agree and acknowledge that by agreeing to the Minimum Subscription Period, they are being given preferential rates by Coggins Wellbeing and therefore it is fair and reasonable that Coggins Wellbeing charges them for any payments as described and referred to in 5.10 above.

5.12 It is the sole responsibility of the Member to cancel their monthly autopay with their bank on termination of their Subscription. Coggins Wellbeing cannot be held liable for any payments processed due to the failure of a Member to cancel their autopay.

5.13 Members who do not wish to accept a change proposed by Coggins Wellbeing to the Terms and Conditions or to pay an increase in any Subscription fees may cancel their Subscription by giving written notice to the Studio. The notice must be given before or within 28 days after the change to the Terms and Conditions or increase in subscription fees takes effect and must expire at the end of the relevant calendar month. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period.

5.14 On signing up for a Subscription, you will be asked to provide proof of identity and proof of address.

**6. CLASS PASSES AND GIFT VOUCHERS**

Class Passes have an expiry date as follows: 2 months for 5 Class Passes; 3 months for 10 Class Passes; 4 months for 20 Class Passes. An extension for any Class Pass of 6 weeks can be purchased at reception for £20.

Gift vouchers are valid for 6 months from date of purchase, and can be redeemed against classes only, unless otherwise approved.

**7. PERSONAL BELONGINGS**

7.1 Personal belongings are brought into the Studio premises, and may be left in the changing rooms, at the Client’s own risk and Coggins Wellbeing does not accept liability for any loss or damage whatsoever to such items.  Clients are recommended to lock their belongings in the lockers provided.

7.2 No personal belongings are permitted in the studios.

**8. ADVANCE CLASS BOOKINGS and CANCELLATIONS**

8.1 Advance Class Booking rules:

• All students can book online up to 1 week in advance.

• All students can book online up to 30 minutes prior to the start of a class.

• All students with online bookings must sign in at reception at least 5 minutes before the class starts or call/email the studio if you know you will be arriving 5 minutes late, failure to do so will be treated as a Late Cancel (see below).

8.2 Your booking may be treated as a ‘no show’ if you do not attend the class or you fail to turn up at least 5 minutes before the class start time.

8.3 Class bookings must be cancelled online up to 3 hours before the start of a class or this will be treated as a “late cancel” or ‘no show’.

8.4 Sorry, but we do not accept telephone or email class bookings or cancellations.

8.5 A ‘Late Cancel’ within the 3 hours before the class starts or a ‘No Show’ (failure to turn up for a class at all) will incur the following:

(a) Students that have an Introductory Offer, or unlimited pass / membership (autopay contract), including a Month to Month, will be charged a penalty of £5 for any or each Late Cancel or No Show (“Penalty”).  Coggins Wellbeing reserves the right to take payment for any Penalty due automatically on the date of the Late Cancel or No Show.  If payment is not taken or approved, Coggins Wellbeing reserves the right to refuse booking or entry to any classes until payment for any outstanding Penalty due has been made.  Any Student who refuses to accept this policy may do so with advance notice, at the time of purchase of the Introductory Offer, unlimited pass, or membership, but in which case such Student will not be allowed to make advance bookings for classes.

(b) Class Pass and Drop In Students: Will result in the deduction of the class from your pass, or the loss of the class in the event of a Drop In.

Please note that in order to avoid undue Penalty fees, you must ensure that you sign in for the class you attend at the front desk on arrival.

Please remember that you must go to our online booking system and remove yourself from the class list if you cannot attend a class.

8.6 You are always welcome to come to class without a booking as there are often spaces. These will be handed out on a first come first served basis.

**9. USE OF FACILITIES**

9.1 Clients are entitled to use the Studio’s facilities providing always that the Studio may at any time withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or Coggins Wellbeing.

9.2 Children under the age of 16 may only use the Studio and attend classes if accompanied by an adult and when under their care and supervision, and with prior approval of Coggins Wellbeing.

9.3 Children over the age of 7 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.

**10. FITNESS AND HEALTH**

10.1 Classes may involve intensive exercise in a heated room. Each Client agrees to familiarise themselves with what Classes involve prior to assessing whether they are fit to participate in a Class. Clients should refer to the Website or speak to a member of staff for further information.

10.2 Each Client warrants and represents on the date of their acceptance of these Terms and Conditions and on each occasion that the Client uses the Studios that the Client is in good physical condition and that the Client knows of no medical or other condition why the Client is not capable of engaging in the Classes or exercises provided by Coggins Wellbeing and that such Classes or exercises would not be detrimental to the Client’s health, safety or physical condition.

10.3 Coggins Wellbeing staffs are not medically trained and are therefore not qualified to assess whether the Client or any guest is in good physical condition and/or that the Clients can engage in any exercise without detriment to the Client’s health, safety, comfort or physical condition.

10.4 Clients are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Client if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

10.5 Clients with the following conditions should not attend class: low/high blood pressure and cardiac irregularities. If there is any doubt, the Clients should consult his/her doctor. Clients and their guests must notify the Studio of any circumstances affecting their health that may be exacerbated through continued use of the Studio.

10.6 Clients are required to follow the instructions of the teacher at all times.

**11. DRESS & FOOTWEAR**

Clients are requested to wear a form or dress appropriate to the practice of yoga, Pilates or Tai Chi. Footwear should be removed on entry to the premises and left on the shelves provided in accordance with instructions, **with the exception of Tai Chi participants.**

**12. SAFETY & HYGIENE**

12.1 Smoking is not allowed anywhere on the premises.

12.2 No crockery, glass, or food is permitted in the changing rooms or studios. Only water is permitted in the Studio. No pets (unless guide dogs) are permitted on the premise or grounds. Do not walk around the Studio, changing rooms or showers barefoot (please wear flip-flops) if you have foot complaints. Clients must use the appointed entrance to the Studio when entering or leaving the Studio. Fire exits, which are clearly marked, are there in the interests of safety and Clients must not interfere with these doors for any reason.

12.3 Clients are required to use a suitable towel to cover borrowed yoga mats in the hot studio or alternatively purchase or bring their own mat to practice.

12.4 In the event of a fire, Clients are asked to make their way to the nearest available exit.

**13. GENERAL GUIDELINES**

13.1 Clients must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Clients.

13.2 Clients are required to give written notice to Coggins Wellbeing of any change of address or email.

13.3 Coggins Wellbeing reserves the right to refuse admission to the Studio.

13.4 Coggins Wellbeing may assign the benefit of the Registration Form and a Member’s membership to a third party at any time without notice to the Client.

13.5 A person who is not a party to the Registration Form has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any terms of the Registration Form or use any of the facilities provided by the company.

13.6 Coggins Wellbeing may communicate with the Client by email. By providing an email address to Coggins Wellbeing the Client consents to receiving email communications from Coggins Wellbeing, including notices pursuant to the Terms and Conditions. The Client also accepts any risk that email may not be a fully secure and confidential means of communication. Coggins Wellbeing will not be liable for any loss or damage suffered as a result of communicating with a Client in this manner.

**14. LIMITATION OF LIABILITY**

14.1 Coggins Wellbeing cannot be held responsible for any service or equipment not being available for whatever reason. Coggins Wellbeing reserves the right to make alterations to the types of facilities provided, without notice and in its absolute discretion and Coggins Wellbeing shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

14.2 It is the Client’s responsibility to ensure that they are capable of undergoing a routine of exercises provided by any programme that they follow or class that they attend. Clients accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class.

14.3 Coggins Wellbeing accepts no liability for loss or damage to property or injury or illness of Clients or their guests to them on the Studio premises or outside the Studio except in so far as such loss, damage, or injury is by law incapable of exclusion.

**Our Website**
When using our website:

**1.** You agree to seek our written permission if you would like to link to our website or copy our content in any way, shape or form. By supplying us with material via digital or hardcopy, you allow us unlimited, royalty free use of its content.

**2.** You agree not to reproduce, distribute, modify or re-post our content on another site, frame or mirror our site or link to our site without our prior written consent.

**3.** You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use (including but not limited to publishing, exploiting and modifying) any material you email, post or submit to us. For the avoidance of doubt, we will be free to use any ideas, concepts, know-how, content, text or images contained in your communications with us for any purpose whatsoever, to the fullest extent permitted by law. We try to update our site regularly, so we may have to suspend access, service or functionality from time to time, without notice. If required, we may have to close our site indefinitely. We will not be liable if, for any reason, our site is unavailable at any time or for any period of time. As information or data transmitted to or from our site passes over public telecommunications networks, we can’t promise that the operation of our site will be secure, confidential, uninterrupted or error-free. You agree not to do anything that does or may interfere with the proper working of the site including but not limited to tampering with, or hacking into, the site or the servers on which it resides.

**4.** You agree to thoroughly read and comply with our Terms and Conditions set out within. Anyone infringing on the aforementioned terms could be excluded from the use of our website.