

BOOKING TERMS & CONDITIONS



Hi Mama! Thank you for your interest in our Sweaty Mama classes. Before you book with us, please make sure you read our terms and conditions. The terms will form a legally binding agreement between you and us so please make sure you are comfortable with them. If you have any queries or concerns, just contact us!

1. ABOUT US

We are pre and post-natal female only fitness specialists and it is our job to guide you and make sure you can have fun and exercise in a relaxed environment suitable for all abilities. All of our classes are operated by independent franchisees, and when we refer to we or us this means the franchisee you are booking with. To find out which franchisee will be operating the classes you have chosen, please see our website.

2. ABOUT YOU

Our classes are primarily aimed at Mamas, but we welcome a wide range of women to our classes, including pre-natal Mamas, Mamas of older children, women with no children, and Nanas too. Except for Bootcamp, our classes are designed for you to attend with your little one (or little ones!), but this isn't a requirement and you can still benefit from the classes if you attend on your own without a child. To ensure you can participate in the classes safely, there are a few things you need to know: • If you are currently pregnant, you should follow the advice of your health professional regarding undertaking exercise during pregnancy. • After birth, you can generally take part in classes once you have had your 6+ week postnatal check (or between 6 and 12 weeks post-natal if you had a C-section). Again, please follow the advice of your health professional.

3. OUR CLASSES

Our classes are held at different venues around the country. When you book you can choose the venue which is most convenient for you. All of your classes will take place at your chosen venue. Each class will last for approximately 45 minutes. We ask that you arrive slightly before the class is due to start to leave you with enough time to be welcomed by your instructor and get you and your little one(s) comfortable ahead of the session. When attending your first class, please arrive 10 - 15 minutes early as your instructor will need to give you an introduction to the session and complete a "PAR Q Form" with you. This enables us to establish anything we need to know about you to ensure that you can participate in our classes safely and that we can make any necessary adaptations.

4. OUR COURSES

Our courses run for a continual 6 or 8 weeks, with one class each week. Classes will usually run for consecutive weeks, but please check with us regarding any breaks in the schedule. When you sign up for a course, there may be different weekdays and/or times to choose from, so you can find the one that best suits you. To ensure that you get the most out of Sweaty Mamas, we do require you to commit to at least one course when you initially sign up. After you have booked your first 6- or 8-week course, you can either:

- Sign up for additional courses (including a 12- or 16-week course at a discounted rate).
- Move on to our Monthly Mama programme (see below for more information).

5. HOW TO BOOK

You can book through our website, by contacting us directly (for example through Facebook, WhatsApp, email, or by phone), or even in person at one of our classes. So that both you and we are clear as to how things will work, you need to read and accept these terms and conditions before we can accept your booking. For online bookings, you can confirm your acceptance by ticking the box on the order page. Otherwise, just drop us a message to confirm that you want to proceed with your booking. Once you have booked your course, we will send you a confirmation email confirming your booking and the dates and times of your classes. Please make sure that you have confirmed your acceptance in good time prior to your first class, as we cannot secure your place until we have received this confirmation. If you forget to confirm, we cannot guarantee that you will be able to take part in the class. However, if you do attend and we allow you to participate these terms will apply.

6. CLASS AVAILABILITY

Our class times and locations can be found on our website. These can change from time to time so we encourage you to always check the times and locations of our classes before booking a course. If there is no space on the class you wish to book a course for, we will put you on the waiting list for that class and get in touch with you to see if there is an alternative course available for you in the meantime. Our instructors work hard to help you Mamas have fun whilst building up your fitness level, so there may be times throughout the year when they are enjoying a well-deserved break. This means that there may be some weeks when classes do not run. Rest assured, where there is a break you will be advised in advance by the instructor and be able to complete the remaining classes in your course when classes resume. As classes take place at venues which are owned by other companies and organisations, there may be times when the venue is unavailable to us, including times where we need to re-arrange, move or cancel classes on short notice due to the venue suddenly not being available to accommodate our class. In these cases, we will try to move the session to a suitable alternative

7. IF YOU CAN NOT ATTEND A CLASS

If you are aware of any dates on which you will be unable to attend a class (for example holidays, keep in touch days for work, appointments etc) please let us know when you book your course or, if something comes up after you have booked your course, as soon as you become aware of the issue. We may (at our discretion) be able to block out these dates so that they will not count towards the number of classes you have booked. If you miss a class without having agreed on this with us in advance, please contact us as soon as possible as you might be able to join another class on a different day (but this will always be at our discretion and subject to availability). Unfortunately, we cannot allow you to roll over classes at the end of your course or offer any refund for classes which you miss.

8. CANCELLATIONS

Where you book a course, you are committing to the whole 6 or 8 week course, and we are unfortunately unable to accept any cancellation of your booking. This is because you are reserving a space which could have been offered to another Mama and we may not be able to fill that space if you decide to cancel. Before placing your booking please do check that you will be able to attend the whole course. If you have signed up for our Monthly Mama programme you can cancel with just one month's notice, so just let us know and this can be actioned. We'll be sorry to see you go, but of course, you'll be welcome back anytime (subject to availability). We will do our best to avoid cancelling classes, but if you do have to cancel any class we will give you the choice between moving to another class on a different day (subject to availability) or receiving a refund for the cancelled class.

9. OUR FEES

Our fees for the classes are set out on our website and confirmed to you when you make a booking. We Might Change Our Fees From Time To Time, But This Will Not Affect Any Course You Have Already Booked.

10. HOW TO PAY

We encourage payment of our fees through PayPal, but at our discretion we may also accept payment by credit/debit card or BACS transfer. All fees must be paid in full by you ahead of the first class in the course. If you turn up to a class you have not yet paid for, please be aware that you may be turned away. Late payment may result in your booking being cancelled. To take the hassle out of payment, why not become a Monthly Mama? (see below)

11. MONTHLY MAMA

If you are enjoying our classes, you can take the worry out of re-booking and keeping your place in class by becoming a Monthly Mama. Being a Monthly Mama means that you'll have a place at your chosen class for as long as you want it, and your payment will be automatically taken by direct debit each month (you can choose the date of the direct debit for your convenience if you wish). To set you up as a Monthly Mama, all we need is your sort code and account number, and for you to let us know which day of the month you would like the direct debit payment to come out. Payment for Monthly Mamas will appear in your bank as "Go Cardless", as this is the service we use for taking your direct debit. You can also set up this payment method for a recurring 6- or 8-week course should you prefer.

12. EXTRA LITTLE ONES

We have no problem if you wish to bring more than one little one with you to our class. If you do want to bring an extra child who you didn't mention when you initially booked, all you need to do is let us know:

- Their name.
- Their age.
- Any other special requirements you feel we should know about?

Please note that the standard fee covers the cost of you and one child to attend the classes within the course. There is a small additional fee for bringing more than one child. This will be between £1.50 and £3 – you can pay this in cash at the end of the class, or this can be easily added to your Monthly Mamas option too.

13. MERCHANDISE

We offer a range of "Sweaty Mama" related merchandise, which you can purchase from the instructor at any session. For information about the merchandise that is currently available and pricing, just ask. Unfortunately, we are unable to accept any returns of merchandise unless it is faulty or is not as we described it. In this case, we will offer you a replacement (where available) or refund as preferred.

14. YOUR HEALTH AND SAFETY

Your health and safety is important to us and the instructor will run through safety instructions at the beginning of the class. You will be given an informed consent form before your first class which you must read carefully so that you understand the risks and benefits involved in taking part in the classes. If you do have any concerns at all, please raise them with us as we may be able to suggest adaptations that can help. You should only sign the form and take part in the classes if you are comfortable that any concerns have been resolved to your satisfaction. You know your body better than anyone else so please make sure you listen to it and stick to your limits during the class and the advice given by our instructors. If you need to, use the low intensity options shown to you in class and know that our instructors are there to help you if you need it. Please ensure you wear comfortable clothing and footwear to each class appropriate for exercise and remove any loose items such as jewellery.

15. OTHERS' HEALTH AND SAFETY

Your little one's health and safety is also important to us and our instructors will always be on hand to help. We just ask that you ensure:

- You never leave your child alone during the class.
- You always remain responsible for the care and safety of your child during the class.
- Equipment you are using in class does not obstruct any other Mamas.
- You keep any children's toys next to you during the class.
- You do not bring children's toys that could be pushed across the floor (such as toy cars or balls), as this will cause a trip hazard for the other Mamas and children.

Each instructor is trained to a minimum Level 2 in fitness instruction and also has safe babywearing qualifications and specific pre- and post-natal training at Level 3 accredited by Active IQ. Whilst we are here to help you exercise during your busy Mama lifestyle, our instructors are not DBS checked and will not be responsible for taking care of your little ones. You therefore agree and understand that you are solely responsible for the health and safety of the children you bring with you to each class. If you wish to wear a baby carrier during the class, our trained instructor will demonstrate options of how to use some of the baby carriers we are trained with, but please note the ultimate safety of your child is your responsibility and if you ever have any concern about your child's safety during a class, you must stop and inform the instructor straight away. If your child falls asleep during the session whilst in a carrier, we advise you either ensure they are facing inwards so you can keep a close eye on them whilst undertaking the lower intensity options of the session, or alternatively remove them from the carrier.

16. YOUR PERSONAL INFORMATION

Protecting your and your little one's personal information is vital to us, and we comply with all applicable laws. We will use the personal information you provide to us to help you get the most out of your classes, provide you with the necessary support, and process your payment for your booking. We will only give your personal information to third parties where the law either requires or allows us to do so. See the privacy policy on our website for more information.

17. OUR RESPONSIBILITY

We are not responsible to you for any loss or damage which we could not have reasonably foreseen, or for any loss or damage which is a result of you failing to comply with these terms. As explained above and in the informed consent form, despite the care that we take in running our classes there are inevitably risks associated with taking part in any physical activity of this nature. We cannot accept responsibility for any loss or damage that you suffer whilst participating in our classes unless you can show that this was as a result of a lack of care or other wrongdoing on our part.

The venues that we use for our classes are not necessarily used exclusively by us, so we can't guarantee the security of any property that you bring to the class with you. Please make sure that you put it in a safe place and keep any valuables in your possession at all times. The franchisee whom you book with is solely responsible for the delivery of your classes, and nothing in these terms gives you any rights against Sweaty Mama Ltd. Nothing in these terms is intended to limit or exclude any legal rights that you may have, including your right to compensation if we provide poor service or if you are injured as a result of our negligence.

18. ISSUES AND COMPLAINTS

We work hard to ensure that everyone has a great time, and we're sure that you won't regret signing up for our classes. However, we know that despite best efforts, things will occasionally not work out as planned. If you do have any issues, please let us know as soon as you can and we'll do our best to put things right. This might include for example allowing you to attend another session, giving you a refund, or making changes so that an issue does not reoccur. In the vast majority of circumstances, we should be able to resolve things with you informally. However, if you do feel it's necessary to make a formal complaint please provide full details in writing and we will respond within 28 days.

Nothing in these terms limits or restricts your legal rights in any way, and if you or we are unable to resolve any dispute amicably (or there is some reason why we cannot try to resolve it informally) either you or we can bring legal proceedings in court.

If you live in England or Wales, the dispute can be heard in the courts of England and Wales. If you live in Scotland then the dispute can be heard in the courts of England and Wales or alternatively the courts of Scotland. In either case, these terms and any related matters are governed by English law.

19. CHANGES TO THESE TERMS

We may update these terms from time to time and we will inform you of any changes via email. Any update will not affect any course you are already booked on but will take effect if you choose to continue with us after your current course. If you are on our Monthly Mamas programme, the change will take effect 14 days after the date on which we tell you about it (unless we specifically give a later date). We hope that the update won't cause you a problem, but if it does just let us know and you can cancel before it takes effect.

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