



Terms and Conditions

Introduction

Please kindly read our Terms and Conditions ("the Terms") carefully before booking classes. Upon booking any service offered by TotalLife108 and completing the registration form, you are agreeing that you have read these terms and agree to these said terms & conditions.

These Terms together with the items listed below, constitute a contract of membership between you (the client) and us (TotalLife108).

Bookings

The cost of each class/course/workshop will be shown clearly on the website and via social media.

Please pre-book your space via Clubworx booking system on www.totalife-108.co.uk and pre-pay via the website or bank transfer if agreed by TotalLife108.

TotalLife108 will keep a record of your purchases and your attendance. If you have a multiple class pass, booking deducts a class from the total pass.

Class passes are valid for a total of 6 weeks, refunds for any unused classes will not be given after this period.

Should you purchase a class pass or a membership, you have one week cooling off period where you can decide to cancel your class pass and are entitled to a refund for any unused classes. After this cooling off periods, refunds will not be given for cancelled class passes and unused classes..

Additional classes / workshops / courses must be paid for at the time of booking. Purchases are assigned to one Customer and ownership cannot be transferred, deferred or refunded.

Class Passes are not transferable as payment for any service other than regular yoga classes as published on our timetable and exclude workshops, events, private bookings etc.

Prices are as stated on our website www.totalife-108.co.uk, and are subject to change. However all bookings made prior to change in price will remain unchanged.

All classes are subject to availability.

Current Class Prices

Booking means you adhere to the terms associated with each pricing option:

Single Class Pass - £10 | Excludes workshops & events | Non-transferable to any other offer.

4 Class Pass - £32 | Valid for 6 weeks from date of purchase | Excludes workshops & events | Non-transferable.

8 Class Pass - £56 | Valid for 6 weeks from date of purchase | Excludes workshops & Events | Non-transferable

Monthly Membership - £59 | A rolling payment of £59 every 28 days for membership to TL108 | Excludes workshops & events | Non-transferable

Workshops - The price of Workshops will be clearly publicised at the point of sale | Valid for workshop purchased and for the person assigned at booking only | Non-transferable

Private 1-2-1 Bookings - £40 (Costs may Apply) | Payment made at time of booking | Excludes Class Passes, workshops & events | Non-transferable

Private Group Bookings - £POA (Costs may apply) | Payment made at time of booking | Excludes Class Passes, workshops & events | Non-transferable

Waiting List

Once classes are shown to be full online, there will be no more spaces available. However, in the case of any cancellations there will be a waiting list. Once you commit to the waiting list you are subject to the T&C should a space become available.

Cancellation Policy

Upon purchasing your Class Pass, please book on to your preferred class(es). By doing so, you are therefore agreeing to our 6 hour cancellation policy.

If you are booked into a class, but miss it or cancel with less than 6 hours notice, you will be charged full price or it will be removed from your class pass, except at the Owners discretion.

Unused multiple class passes will not be liable for refunds if the pass is not used in the time period specified when booking the pass.

You may change your booking for a class up to 6 hours before the start of your class that you have booked. To change or cancel a class booking please use the Clubworx booking system or contact us via totallife108@gmail.com or 07863544537.

If you have purchased a Monthly Membership and cannot make it to class, please remember to cancel your booking via the Clubworx booking system or via totallife108@gmail.com or 07863544537 within the 6 hour cancellation policy. If you have not cancelled your spot, a charge will be made of £5.

We reserve the right to cancel a class that you have booked and make schedule changes at short notice. If a teacher becomes unavailable we will ensure – where practically possible – that they are replaced by another teacher.

We reserve the right to change the teacher taking the class you have booked onto. Where this is not possible, or where a session is cancelled due to unforeseen circumstances, we will email to let you know. At the time of cancellation, we will offer you the choice between:

- Transfer to a class at an alternative date and time, extending the time period of the class pass where appropriate; or
- A refund if you made payment via the single class / drop-in option.

TotalLife108 are not be liable for any other incurred costs or damages caused to you from a cancellation.

Arrival and lateness policy

Please kindly arrive 5-10 minutes prior to the start of the class.

Entrance to the studio is on the first floor, via the Bellas & Fellas Reception. Please make your way straight to the studio as the reception area is for the clients of Bellas & Fellas only.

The front door to the Salon is often locked after the class starts and therefore TotalLife108 reserves the right to refuse entry to anyone arriving after the start of the class. This policy is in place to prevent injury and to be mindful of the teacher and other participants in the class.

You will not receive a refund if you are late for a class or you fail to show for a booked class – the cancellation policy will come into effect.

Change of prices

We reserve the right to review and change the price of our classes and memberships at our sole and absolute discretion.

We will not change the price of our classes/memberships/workshops/events/private bookings after payment has been made for that particular purchase.

Payment of membership

Monthly Membership is contract free. The first months' membership is payable via the website payment system or via bank transfer. Thereafter, £59 is payable every 28 days via direct debit of your contract period and will become due on the date that you began your membership.

If your Membership Fees become overdue, we reserve the right to refuse you entry into our classes/courses/workshops until the overdue sums are paid in full.

Should you default on payments to us, we reserve the right to notify the default to a credit reference agency or other third party to obtain payment from you.

Cancellation of membership

There is no contract, therefore no notice period is required. However, unused class passes or memberships are not refundable and will expire after the 28 day period.

It is the Members responsibility to terminate any direct debit or standing order instruction.

Fitness and Health

We advise you and all customers not to take part in one of the classes/courses/workshops without first seeking medical advice if you/they have any concerns at all over their physical condition. You agree that you will take part in any of our services at your own risk.

If you have low/high blood pressure and/or cardiac irregularities - you should not attend class until you have written permission from your doctor. If there is any doubt, please consult your doctor.

You must notify the teacher within TL108 of any circumstances affecting your health, which may be exacerbated through continued practice with TL108.

If you are pregnant, you must advise the teacher and be aware that if you are in the first trimester, you are not able to take classes. After 12 weeks, you can attend classes entirely at the individual teacher's discretion. If the teacher agrees to you participating in class, this is at your own risk.

We reserve the right to refuse access to you or any customer if we in any way doubt your health and your ability to safely take part in any class/workshop/event/private booking.

By attending classes/courses/workshops you accept the risk of injury from performing any exercises in the studio. TotalLife108 accepts no liability for injury to the Customer, except in so far as such injury is by law incapable of exclusion.

Personal belongings

Personal belongings brought to Heybridge House are at your own risk. The safety of the possessions are not the responsibility of TotalLife10 or Bellas & Fellas.

We do not accept liability for loss or damage of personal possessions when using the studio and/or the Car Park at Heybridge House, except in so far as such loss or damage is by law incapable of exclusion.

All lost and left property will be disposed of within 14 days.

Safety, suitability and conduct

In the event of a fire you are asked to exit out of the nearest door (at the front of Heybridge House) and meet on the Green opposite the building.

Please remove shoes before you enter the studio. For safety reasons and because all customers are barefoot – no crockery, glass or anything breakable is permitted in any part of the studio .

No food is to be consumed within the studio.

Please do not walk around the studio barefoot if you have verrucas or similar foot complaints.

Mats will be provided by TotalLife108. We ask that you wipe down the mats you use at the end of the class. You are welcome to bring your own.

Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

Entire agreement

These Terms constitute the entire agreement between the parties and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between parties.

Enquiries or Complaints

If you have any enquiries or complaints email Nathalie at totallife108@gmail.com.

For more information on Terms and Conditions, email Nathalie at totallife108@gmail.com.

Data Protection & GDPR

This is the data protection policy of TotalLife108.

Introduction

TotalLife108 is committed to being transparent about how it collects and uses the personal data including, in particular, the data of our employees, suppliers, and actual and potential clients/customers of our services. This policy applies to the personal data of all such persons.

Data Protection Principles

TotalLife108 processes personal data in accordance with the following data protection principles:

TotalLife108 processes personal data lawfully, fairly and in a transparent manner.

TotalLife108 collects personal data only for specified, explicit and legitimate purposes.

TotalLife108 processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.

TotalLife108 keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.

TotalLife108 keeps personal data only for the period necessary for processing.

TotalLife108 adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

TotalLife108 tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing via this policy. It will not process personal data of individuals for other reasons.

Where TotalLife108 relies on its legitimate interests as the basis for processing data, it will carry out an assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

The Legal Basis on Which We Hold Personal Data

We hold personal data under the following permitted reasons provided by the GDPR - so one of these reasons will apply to your data:

- (a) Consent: the individual has given clear consent for TotalLife108 to process their personal data for a specific purpose, for example: the client has completed their details via the waiver form or via website or social media to attend our/make use of our services; emailed us to join our mailing list; signed up to our newsletter; Teaches or offers services to clients at TotalLife108.

(b) Contract: the processing is necessary for a membership contract TotalLife108 has with the individual, or because they have asked you to take specific steps before entering into a contract.

(c) Legal obligation: the processing is necessary for TotalLife108 to comply with the law (not including contractual obligations).

(d) Vital interests: the processing is necessary to protect someone's life, for example, next of kin data / emergency contact data in case of emergency.

(e) Public task: the processing is necessary for TotalLife108 to perform a task in the public interest or for our official functions, and the task or function has a clear basis in law.

(f) Legitimate interests: the processing is necessary for TotalLife108's legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests.

Individual rights

As a data subject, individuals have a number of rights in relation to their personal data.

Subject access requests

Individuals have the right to make a subject access request. If an individual makes a subject access request, TotalLife108 will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks TotalLife108 has failed to comply with his/her data protection rights; and
- whether or not TotalLife108 carries out automated decision-making and the logic involved in any such decision-making.

TotalLife108 will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

To make a subject access request, the individual should send the request to totallife108@gmail.com.

In some cases, TotalLife108 may need to ask for proof of identification before the request can be processed.

TotalLife108 will inform the individual if it needs to verify his/her identity and the documents it requires.

TotalLife108 will normally respond to a request within a period of one month from the date it is received. In some cases, such as where TotalLife108 processes large amounts of the individual's data, it may respond within three months of the date the request is received. TotalLife108 will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If a subject access request is manifestly unfounded or excessive, TotalLife108 is not obliged to comply with it. Alternatively, TotalLife108 can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request.

A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which TotalLife108 has already responded. If an individual submits a request that is unfounded or excessive, TotalLife108 will notify him/her that this is the case and whether or not it will respond to it.

Other rights

Individuals have a number of other rights in relation to their personal data. They can require TotalLife108 to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override TotalLife108's legitimate grounds for processing data (where TotalLife108 relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override TotalLife108's legitimate grounds for processing data.

To ask TotalLife108 to take any of these steps, the individual should send the request to totallife108@gmail.com

Data security

TotalLife108 takes the security of personal data seriously. TotalLife108 has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Data breaches

If TotalLife108 discovers that there has been a breach of personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. TotalLife108 will record all data breaches regardless of their effect.

Individual responsibilities

Clients

Individuals are responsible for helping TotalLife108 keep their personal data up to date. Individuals should let TotalLife108 know if data provided to TotalLife108 changes, for example if an individual moves house or changes his/her bank details.

Teachers and Directors

TotalLife108 Teachers and Directors may have access to the personal data of other individuals / clients in the course of their work with TotalLife108. Where this is the case, TotalLife108 relies on the individual Teacher to help meet its data protection obligations for clients, as outlined below.

TotalLife108 Directors, Teachers and individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside TotalLife108) who have appropriate authorisation;
- not to remove personal data, or devices containing or that can be used without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not to store personal data on local drives or on personal devices that are used for work purposes; and
- to report data breaches of which they become aware to Nathalie Nugent, Owner of TotalLife108, immediately. totallife108@gmail.com or 07863544537.

Failing to observe these requirements may lead to dismissal of the Teacher from TotalLife108 's schedule. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.