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## TERMS AND CONDITIONS FOR AHS WELLBEING ONLINE PROVIDER: AHS WELLBEING ONLINE CIC

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### 1. Definitions and Interpretation

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

<b>“Activity”</b>	means any Class, Workshop and Appointment available to Consumers via Our Site at which Our Partners provide or lead any Wellbeing class, course or consultation, including any teaching, instruction or training provided in connection with any such services;
<b>“Consumer”</b>	means a “Consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Activities for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Contract”</b>	means a Contract for the purchase and sale of Activities, as explained in Clause 5;
<b>“Partners”</b>	means third-party providers who are responsible for the delivery of all Activities on Our Site;
<b>“Price List”</b>	means Our standard Price List for all Activities which We offer. The list of Activities and their prices is available from <a href="https://ahs.app.goretrieve.com">https://ahs.app.goretrieve.com</a> ;
<b>“Registration Form”</b>	means the Registration Form that We provide to You for You to apply to register for an account on Our Site;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>“Site”</b>	means the AHS Wellbeing Online Site;
<b>“We/Us/Our”</b>	means AHS Wellbeing Online whose place of business and contact address is the same address as in Clause 2 and includes all Our staff (employees and agents); and
<b>“You/Your”</b>	means an individual to whom We agree to provide any Activity.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - 1.2.1 "these Terms and Conditions" is a reference to these Terms and Conditions; and
  - 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Information About Us**

- 2.1 Our Site, [www.ahswellbeing.co.uk](http://www.ahswellbeing.co.uk), is owned and operated by AHS Wellbeing Online CIC, a limited company registered in England under 12739875, whose registered address is Bentley's, Suite 6 141/143 South Road, Haywards Heath, West Sussex, RH16 4LZ.
- 2.2 To contact Us please see details in Clause 17.
- 2.3 We operate a service which advertises the Activities of Our Partners and allows Consumers to enquire about, book, and purchase access to these Activities via Our Site.
- 2.4 We sell Credits which may be used as a form of payment when You purchase these Activities. You may also make card payments to purchase some Activities.
- 2.5 These Terms and Conditions constitute a Contract that relates to the sale of Credits by Us to You and purchases You make on Our Site with Credits used as the payment method. These Terms and Conditions also relate to the sale of Workshops and Appointments.

## **3. Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms of Use. Please ensure that You have read them carefully and that You understand them.

## **4. Registration**

- 4.1 In order to attend any Activity You first have to register with Us and You

may do so by completing the Registration Form to create an account. In completing that Form and creating an account You are agreeing to these Terms and Conditions.

- 4.2 The details that You provide and confirm on Registration of an account must be complete and correct, including Your confirmation that You are 18 or over and a "Consumer".
- 4.3 You may book and attend an Activity only once You have accepted these Terms and Conditions by purchasing Credits, a Membership, a Workshop or an Appointment. Acceptance of these Terms and Conditions means that We agree that You may then book and attend an Activity and there will be a Contract between You and Us on these Terms and Conditions.

## **5. Purchase and Use of Credits and Memberships**

- 5.1 You are required to purchase a Credit Package or Membership before You are able to book and attend any Class Activity. Workshops and Appointments require a separate card payment.
- 5.2 Credit Packages:
  - 5.2.1 The respective number of Credits according to the Package that You purchase will be stored in Your account on Our Site until You use them to purchase an Activity.
  - 5.2.2 By choosing to purchase a Credit Package You are entering into a Contract for the stated period of time until Your Credit Package expires.
  - 5.2.3 Your Credit Package will expire after a specific number of days after purchase, the details of which can be found in the Buy Credits section of Our Site.
  - 5.2.4 You may choose from different Packages. Details of the Memberships including prices can be found in the Buy Credits section of Our Site.
- 5.3 Memberships:
  - 5.3.1 Memberships will provide Your account on Our Site with the number of Credits, every 4 Weeks, applicable to the Membership You have purchased.
  - 5.3.2 By choosing to purchase a Membership You are committing to a 4-Week Contract that will automatically renew and credit Your account with the relevant number of Credits at the beginning of each 4-Week period.
  - 5.3.3 You may choose from different Memberships. Details of the Memberships including prices can be found in the Buy Credits section of Our Site.
  - 5.3.4 An initial payment of the first month's Membership fee will be taken from You upon purchasing a Membership when a Contract will be formed in accordance with Clause 5.3.2. A further Membership fee

will be taken from You at regular monthly intervals from the date You joined until You decide to cancel.

5.3.5 You may cancel Your Membership at any time, which will automatically cancel Your next due payment. Your Membership can be cancelled from Your account profile on Our Site by following the link below Your "Active" button.

5.3.6 When cancelling Your Membership, any remaining Credits may be used before the date that Your next payment was due. Any Credits remaining after the date that Your next payment was due will expire and not be refunded by Us

5.3.7 You can change Your Membership to a different price plan at any time through Your account profile on Our Site. If You choose to upgrade Your membership You will get access to Your upgraded plan immediately. Upgrading Your membership will trigger a payment of the difference between Your previous Membership plan and the chosen new Membership plan. The new Membership fee will be taken from You at regular monthly intervals from the date You upgraded.

#### 5.4 Fees and Payment:

5.4.1 You must pay in accordance with Our Price List for all Activities that We fully and correctly provide to You.

5.4.2 You may pay Us for Activities using a Credit or Debit Card via a third-party payment system; Stripe. We will not retain any payment data.

5.4.3 We may alter Our prices without prior notice, but if the price of any Activity increases between the time when You book it and the date of the Activity, the price increase will not apply to You for the Activity on that date.

5.4.4 All prices of Activities shown in the Price List are inclusive of VAT.

## 6. Booking and Cancellation of Activities, Expulsion, and Consumer Rights

6.1 You must be 18 or over and a "Consumer" to book and attend any Activity.

6.2 An Activity and Your place in that Activity is subject to availability. No priority is given, and places in an Activity are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Activity unless You book and pay for the Activity for that time and date.

6.3 Each Activity has a designated maximum number of places. Once the maximum number of places have been fulfilled then no more spaces will be available unless a place is cancelled.

6.4 You may book an Activity through Our Site by using Credits purchased as a Credit Package or Membership, or by making a card payment. Of the

Activities available on Our Site, Classes are bookable using Credits only. Workshops and Appointments can only be booked via a card payment.

- 6.5 We will only provide an Activity to You if You have pre-booked and paid for it.
- 6.6 If You pay for a Credit Package, You should ensure that You use the allocated Credits before the Credit Package expires. Any Credits unused after the Credit Package expiry date will be lost, and We will not refund any payment You have made for them.
- 6.7 If You pay for a Membership, You should ensure that You use the allocated Credits within the month period before the Membership ends or renews. Any Credits unused each month will be lost, and We will not refund any payment You have made for them.
- 6.8 A Membership can be cancelled at any time by You, or Us in accordance with sub-Clause 6.19. Cancellation of Your Membership will immediately cancel Your next monthly payment. Any remaining Credits on Your account will remain available for You to use up until the date that Your next payment would have been due, after this date they will expire.
- 6.9 Your request for a booking for an Activity will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We send You a booking confirmation do We accept Your request to book a particular Activity and You have paid for it, thus instigating a binding Contract between You and Us for that Activity. If You wish to buy a Credit Package or Membership, and in Our discretion, We accept that purchase, Our Contract with You will be for all of the Credits within that Credit Package or Membership.
- 6.10 When You book any Activity, We will require You to pay Us in advance for it, and We will be entitled to keep some or all of that payment as set out in sub-Clause 6.14 below if You later cancel the Activity without giving Us prior notice of at least 4 Hours.
- 6.11 We may treat an Activity that You have booked as cancelled by You without notice to Us if You arrive after the start of the Activity or You do not attend any of the Activity. We may decide to make a charge to You for that cancelled Activity, and sub-Clause 6.14 below will apply.
- 6.12 If You arrive late for any Activity, We will not extend the length of it beyond the scheduled finishing time unless We specifically agreed to do so at the time when You arrive. We may treat an Activity that You have booked as cancelled by You without notice to Us if You arrive more than 10 minutes after the start of the Activity or You tell Us at any time that You will be arriving more than 10 minutes after it starts, or You do not attend it at all. We may decide to make a charge to You to cancel that Activity, and sub-Clause 6.14 below will then apply.
- 6.13 You may cancel an Activity without charge if You give Us at least 4 Hours prior notice of the cancellation. If You do so We will immediately refund to You any Credits You paid in advance.

- 6.14 If You do not give Us at least 4 Hours prior notice of cancellation of an Activity, We will be entitled to charge You the full price of that Activity. We will be entitled to retain the sum You paid in advance for that Activity.
- 6.15 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Activity without giving Us at least 4 Hours prior notice, 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 6.11, 6.12 or 6.14.
- 6.16 We may cancel an Activity booked by You at any time before the time and date of that Activity in the following circumstances:
- 6.16.1 The required minimum number of people for the Activity have not booked for that Activity; or
- 6.16.2 The required Partner necessary to lead the Activity is not available; or
- 6.16.3 An event described in sub-Clause 10 below occurs; or
- 6.16.4 We find that You are not a "Consumer" (as defined in Clause 1 above).

If We cancel an Activity in such circumstances We will refund to You in full the payment that You have made to Us for that Activity.

- 6.17 We will use all reasonable endeavours to start the Activity You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Activity or by other circumstances. If a delay to the start is at least 10 Minutes, or, if at any time before or after You arrive for a Activity We notify You that there will be a delay of at least that time, You may cancel the Activity and We will refund to You in full the payment that You have made to Us for that Activity.
- 6.18 Activities, prices and Partners 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.
- 6.19 We reserve the right for Our Partners to expel You from any Activity if Your conduct is in Our Partner's reasonable opinion unacceptable, or is or may be in Our Partner's reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our Partner's reasonable opinion such expulsion is otherwise in the interests of others who are in that Activity or who are in any other Activity being held then or to be held subsequently. You will not be entitled to any refund for an Activity started but not completed due to such expulsion. If at that time You have any unused Credits or a Membership and/or not yet attended any booked Activities, We may cancel those unused Credits or Membership and the Activities not yet attended and in that case We will refund You for the number of unused Credits and Activities not yet attended.

## **7. Partner Services**

- 7.1 We will make every effort to accurately display and describe the services provided by Our Partners, but these services may vary slightly from the descriptions and images displayed within Our Site.
- 7.2 Our Partners provide their Activities to You in accordance with a Partner Agreement, meaning that they will be wholly responsible for the delivery of their Activity and its contents.

## **8. Eligibility to participate in an Activity**

- 8.1 We only make any Activity available to a "Consumer" (as defined in Clause 1 above), and Your creation of an account on Our Site will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s) by You to attend any Activity. If at any time We find that You are not a "Consumer", We may without liability to You cancel Your registered account forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Activities. If at the time of such cancellation You have any unused Credits or a Membership and/or not yet attended any booked Activities, We may cancel those unused Credits or Membership and the Activities not yet attended and in that case We will refund You for the number of unused Credits and Activities not yet attended.
- 8.2 We will not accept Your application to register or make any Activity available to You unless You are aged 18 or over. We may require evidence of Your age for that purpose.

## **9. Fitness, Health and Safety**

- 9.1 You acknowledge that certain Activities may be physically strenuous and You agree that You voluntarily participate in such Activities with full knowledge that even if We and the relevant Partner is not negligent there is a risk of personal injury or illness arising from Your participation in such a Activity.
- 9.2 Certain Activities may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 9.3 You must ensure that You are fit and well enough to participate in any Activity that You book, and You will at all times be responsible for Your own state of health, physical condition and Wellbeing.
- 9.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Activity. We cannot and do not provide any such advice.
- 9.5 You agree that when You register and when You book and attend any Activity, that will be Your confirmation that You have no health or fitness problems which may affect Your participation in any Activity.
- 9.6 When You request a booking for a Activity and at least 4 Hours before You attend any Activity, if You tell Us at that time about any medical, health or

fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that 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 or need.

- 9.7 If You do not tell Us before an Activity of anything referred to in sub-Clause 9.5 or 9.6 that We then discover, We will be entitled not to provide some or all of that Activity or any other Activities and to treat any such Activities (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Activity as set out in sub-Clause 6.14 above. We may also cancel any other remaining Activities that You have not yet attended and in that case, We will refund You for each of the remaining unattended Activities.
- 9.8 You must not attend any Activity when under the influence of alcohol or illegal drugs or if you have undertaken any other activities (such as consuming a heavy meal) that may reduce or impede your ability to take part in the Activity.
- 9.9 You can join a class 10 minutes before the start and should enter at least 2 Minutes prior to the start time of an Activity, to allow the Activity to start on time. If You know You are going to be late for an Activity, You should contact Us to tell Us as soon as You can before the Activity start time. If You arrive later than 10 Minutes an Activity start time, We may not permit You to participate in the Activity and will not refund Your payment for that booking, in accordance with sub-Clause 6.14.
- 9.10 You should be responsible for the environment that You choose to conduct the Activity within. We or Our Partners will not take any responsibility for the environment that You choose to conduct the Activity within. If Our Partner considers Your environment to be unsuitable for the Activity, they will advise You accordingly. We reserve the right for Our Partners to expel You from any Activity if Your conduct is in Our Partner's reasonable opinion unacceptable, in accordance with sub-Clause 6.19.

## **10. Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control
- 10.2 If any event described under sub-Clause 10.1 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 10.2.1 We will inform You as soon as is reasonably possible;



10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

10.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

## 11. Restrictions

Certain Activities offered by Our Partners are subject to minimum or maximum requirements; for example, age, health, height or weight. We recommend that You take the time to view the information applicable in relation to each Activity You purchase so as to avoid disappointment.

## 12. Limitation of Liability

12.1 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.

12.2 We provide or sell all Activities to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). 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.

12.3 Each of Our Partners is appropriately qualified to conduct the particular Activity which they conduct but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

12.4 We make no warranty or representation that any particular result will be brought about as a result of taking part in any Activity/ies. Results will differ from client to client depending on various factors, including, without limitation, body type and nutrition.

12.5 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.

12.6 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:

12.6.1 the Consumer Rights Act 2015;

- 12.6.2 the Regulations;
  - 12.6.3 the Consumer Protection Act 1987; or
  - 12.6.4 any other Consumer protection legislation
- as that legislation is amended from time to time.

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

### **13. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, as is Our right, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change. On every occasion that You consider making a purchase from Our Site please check these Terms and Conditions to ensure You understand the Terms which will apply at that time.

### **14. How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://ahswellbeing.co.uk/contact-us/privacy-notice-policy/> and Cookie Policy <https://ahswellbeing.co.uk/cookie-policy-uk/>.

### **15. 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 Registration 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.

### **16. Information**

As required by the Regulations:

- 16.1 all of the information described in Clause 15; and
- 16.2 any other information which We give to You about any Activities or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Activities;

will be part of the Terms of Our Contract with You as a Consumer.

## **17. Communication and Contact Details**

If You wish to contact Us for matters regarding cancellations, Our Services, or with general questions or complaints You may contact Us by telephone at 01444 657099, or by completing Our Get In Touch form: <https://ahswellbeing.co.uk/contact-us/>.

## **18. Complaints and Feedback**

18.1 We always Welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

18.2 All complaints are handled in accordance with Our customer complaints policy and procedure, available upon request.

18.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

18.3.1 Using Our Get In Touch form, following the instructions included with the form: <https://ahswellbeing.co.uk/contact-us/>.

18.3.2 By contacting Us by telephone on 01444 657099.

## **19. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **20. 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.

## **21. Other Important Terms**

21.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

21.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions without Our express written permission.

21.3 The Terms and Conditions are between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and

**Conditions.**

- 21.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 21.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**22. Law and Jurisdiction**

- 22.1 These Terms and Conditions, the Contract, 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.
- 22.2 As a Consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in sub-Clause 18.1 above takes away or reduces Your rights as a Consumer to rely on those provisions.
- 22.3 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.