

## **MUVE LIVE LTD – BOOKING TERMS AND CONDITIONS**

### **1. These terms**

1.1 Please read these terms and conditions carefully. They apply when you purchase a Class or Classes via the MuveLive Site (the "**Terms and Conditions**") and govern the relationship between you and the Instructor in respect of the provision of such Class or Classes.

1.2 In these Terms and Conditions:

- (a) a "Class" is one of the range of fitness classes, personal training, group personal training, nutritional advice, therapy, health and wellness, activities, courses, seminars, events or recordings provided by Instructors via the MuveLive Service;
- (b) an "Instructor" is a health and fitness professional who has registered on the MuveLive Site to provide a Class.
- (c) the "MuveLive Site" is our website (<https://www.muvelive.com/>);
- (d) the "MuveLive Service" means the delivery and streaming of Classes provided by Instructors via the MuveLiveSite;
- (e) a "User" is a an individual who has booked on to a Class via the MuveLive Site; and
- (f) "you" shall mean the User reading these Terms and Conditions.

1.3 There are separate terms and conditions which apply to your use of the MuveLive Site and the MuveLive Service. These can be found at.

2. These Terms and Conditions may be revised from time to time. You will be subject to the Terms and Conditions in force at the time that a contract is formed between the Instructor and you.

### **3. Your Status**

3.1 By purchasing a Class or Classes, you are confirming that you are a consumer and are not purchasing the Class for any business purposes.

### **4. Formation of contract**

4.1 To create a contract between you and the Instructor for the delivery of a Class or Classes, you must add the relevant Class or Classes to your basket and following the "checkout" process.

4.2 When you have clicked the 'Confirm Payment' button payment will be taken immediately and an automated message will be shown to you on the MuveLiveSite. Please note that this is simply confirmation of receipt of your booking request and not an acceptance of your booking.

4.3 You will receive a confirmation email to confirm that your booking has been accepted. At this point, the Instructor has accepted your booking and a binding contract is formed between you and the Instructor for the relevant Class or Classes. If the Instructor does not accept your booking for any reason, then the Instructor will refund any payment you have made for that Class in full (including the Stripe fee).

### **5. Payment Terms**

6. All Class prices are inclusive of VAT. The price for the relevant Class or Classes will be those quoted at the date of your purchase.

7. Payment will be taken for an amount of money equal to the value of the Classes purchased against the payment method provided when you placed your order by clicking the 'Confirm Payment' button.

**8. Cancellation**

8.1 If you wish to cancel this purchase, subject to MuveLive's Cancellation Policy, you may receive a refund.

**9. Class**

9.1 The Instructor will deliver the Classes with reasonable care and skill and in accordance with applicable laws and regulations.

**10. Medical Disclaimer**

10.1 It is your responsibility as the User to make your Instructor aware of any physical/mental conditions or impairments that you have that may affect your ability to partake in the Class that you have chosen. Whilst the Instructor will aim to accommodate you where possible, they are not medical professionals and therefore it is your responsibility to determine if you are fit enough to partake in a Class. If you have any concerns or questions about your health or fitness, you should always consult a doctor or medical professional.

**11. Data Protection**

11.1 For details of how your personal data may be processed, please refer to the Privacy Policy.

11.2 You also acknowledge that the Instructor may be a data controller in their own right.

**12. Complaints**

12.1 In the event that you wish to raise a complaint in respect of your booking under these Terms and Conditions, please contact your Instructor directly.

**13. General**

13.1 English law governs this Contract and you can bring legal proceedings in respect of this Contract against the relevant Instructor in the English courts. If you live in Scotland, you can bring legal proceedings in respect of this Contract in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of this Contract in either the Northern Irish or the English courts. If you live outside of the United Kingdom, you can bring legal proceedings in respect of this Contract in either the English courts or your local court.