

## **Nine Reformer Pilates Terms and Conditions**

**Please read these Terms and Conditions carefully and thoroughly before you start using our services. If you use our services you are bound by these terms and conditions.**

By completing any transaction with Nine Group Ltd also known as Nine Reformer Pilates, or using a Nine Reformer Pilates service in any format, you are agreeing to abide by the Terms & Conditions. In addition to this, you are also agreeing to our other policies that reside in the Terms & Condition but also form their own entity.

General  
House Rules  
Cancellation Policy  
Privacy Policy

These Terms & Conditions (“Terms”) constitute a legally binding agreement between you and Nine Group Ltd (“Nine Reformer Pilates”, “we”, “us” or “our”). These Terms govern your access to the use of any Nine Reformer Pilates gyms, the (“Network”), the Nine Reformer Pilates Website and any other websites through which Nine Reformer Pilates makes the Network available, the (“Website”) and our Mobile Application, other smart device applications and application program interfaces, the (“APIs”) through which Nine Reformer Pilates makes the Network available, the (“Mobile Application”). The Website, the Mobile Application and Network are collectively referred to as (“Nine Reformer Pilates”).

### **1. GENERAL**

Nine Reformer Pilates is the trading name of Nine Group Ltd and is a company registered in England and Wales. Our company registration number is 16297502

If you have any questions or if you have any complaints after reading these Terms, please contact us. You can contact us on [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk)

If we take no action on any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the Terms again strictly at a future date. We may assign the benefit of these Terms and our rights thereunder to a third-party on notice to you. Your rights under these Terms will not be prejudiced.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any event that is outside of our reasonable control.

As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

We may terminate this agreement with immediate effect on notifying you if you are in breach of this or any other of the policies that reside below.

**\*\*Nine Reformer Pilates reserves the right to change or modify any of these Terms without notice and in its sole discretion. Any changes or modifications to these Terms will be effective upon posting of the changes. Your continued use of Nine Reformer Pilates following the posting of any changes or modifications constitutes your acceptance of such changes or modifications and if you do not agree with these changes or modifications, you must immediately cease using Nine Reformer Pilates. You are responsible for regularly reviewing the most current Terms as well as all other policies that reside in the below.**

## **2. ELIGIBILITY AND USE OF Nine Reformer Pilates**

**You must be 18 years old or over** and able to enter legally binding contracts to access and use Nine Reformer Pilates or register for a Nine Reformer Pilates Account. Nine Reformer Pilates (which constitutes the Website, Mobile Application and Network) are not available to persons under the age of 18. By using the Website, Mobile Application or Network, you represent and warrant that you are 18 years old or over and have the legal capacity and authority to enter a contract. Furthermore, you will not allow the access of anybody under 18 years old into Nine Reformer Pilates without prior approval from Nine Reformer Pilates. Please email [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk) for approval.

Your participation in using Nine Reformer Pilates is for your sole, personal use and not for commercial purposes. You may not authorise others to use your username and/or password in any entity. When using Nine Reformer Pilates, you agree to comply with all applicable laws of the country, state, province or city in which you are present whilst using Nine Reformer Pilates.

As described in the Privacy Policy which can be found in the headline of these Terms, Nine Reformer Pilates uses a third-party payment processor Stripe to link your credit card Account to the Website and the Mobile Application. The processing of your payments or Packages for the Website, Mobile Application or Network will be subject to the Terms & Conditions and Privacy Policy of Stripe along with the issuing bank in addition to these Terms. Nine Reformer Pilates is not responsible for any errors made by Stripe or your issuing bank.

By using Nine Reformer Pilates, you agree to be bound by and comply with any additional Term & Conditions and other residing policies provided by the Landlord and/or the Managing Agent (“Property Managers”) of the Network including compliance with building security procedures, IT access and procedures provided by the Property Managers which may be provided in electronic format through the Website, Mobile Application or in hardcopy in the Network.

Some components of Nine Reformer Pilates implement APIs such as Google Maps. Your use of Google Maps is subject to the Google Maps Terms & Conditions and if you visit the Website or download the Mobile Application from the Apple App Store, you are also agreeing to Apple’s Terms & Conditions. You can find both sets of Terms & Conditions of each respective Website.

### **3. ACCOUNT REGISTRATION**

To be able to use the Mobile Application or the Network you need to sign up for an Account with Nine Reformer Pilates which you can do through the Nine Reformer Application. When signing up, you will be asked to provide Nine Reformer Pilates with your personal information and bank / credit card information which will be held and processed by our third-party payment processor, Stripe, as set out above and in our Privacy Policy.

Once you complete your sign-up with Nine Reformer Pilates, you will be provided with a personal account (“Account”). You agree to complete and maintain accurate and up-to-date information in your Account. Your failure to complete and maintain accurate and up-to-date Account information, including having an invalid or expired credit card on file, may result in your inability to access and use the Website, Mobile Application or Network. Nine Reformer Pilates reserves the right to suspend or terminate your Account and refuse all current or future uses of Nine Reformer

Pilates if Nine Reformer Pilates has reasonable grounds to suspect that such information is inaccurate, outdated or untrue. You may not use Nine Reformer Pilates for any illegal purpose or in any manner inconsistent with these Terms.

You are responsible for all activity that occurs with respect to your Account including, but not limited to, use of the Website, Mobile Application and Network. Without limiting the foregoing, for any reservation made through the Account, if other persons are present in the Network, you hereby agree to be fully responsible and to indemnify Nine Reformer Pilates for any violation of these Terms or applicable laws, by-laws or regulations, even if such violation was caused by such other persons

#### **4. HOUSE RULES**

Please read the below carefully.

By completing any transaction with Nine Reformer Pilates or using a Nine Reformer Pilates service in any format, you are agreeing to abide by the House Rules. We ask you to make sure you are happy that you can comply with the House Rules before continuing. Nine Reformer Pilates has the right to use its sole discretion to add or alter at any time to prevent a breach of our Terms & Conditions.

YOU WILL

##### **1. PLEASE DO NOT INVITE GUESTS**

Every person who enters the building must have their own Nine Reformer Pilates booking via the App to ensure we have account for every person entering the building for both health & safety and insurance purposes.

##### **2. PLEASE WEAR SUITABLE CLOTHING INCLUDING GRIP SOCKS**

You will **wear suitable gym clothing** and in addition **agree to wearing grip socks at all times** whilst using any Nine Reformer Pilates facility. This is for Health & Safety and Hygiene reasons. If you do not have grip socks whilst using Nine Reformer Pilates these are available to purchase via our honesty policy and stock located on the sideboard within the premises

### **3. PLEASE CLEAN DOWN EQUIPMENT AFTERWARDS**

You will use the cleaning wipes provided to wipe down your equipment after use of Nine Reformer Pilates equipments

### **4. PLEASE STORE ANY BAGS AWAY FROM THE GYM FLOOR**

You will safely store any bags and personal belongings away from the gym floor and inside the storage spaces provided by Nine Reformer Pilates.

### **5. PLEASE LEAVE Nine Reformer Pilates AS YOU FIND IT**

You will leave Nine Reformer Pilates in a clean and tidy condition. This includes but not limited to, putting away equipment neatly, removing any trip hazards, removing any litter, wiping down machines and equipment, clearing any spills.

### **6. PLEASE TAKE ALL YOUR PERSONAL BELONGINGS**

You will take all your belongings with you when leaving Nine Reformer Pilates. Neither Nine Reformer Pilates, the Landlord and/or the Managing Agent is **NOT** responsible for any property left behind.

### **7. PLEASE ARRIVE AND LEAVE ON TIME**

You will **ARRIVE and EXIT Nine Reformer Pilates on time** and be courteous to any users entering after you. Each Credit you book is only for the 1 hour slot you have booked. Please do not go over this time due to beds being booked by other customers. Repeat offenders will have a credit deducted from the packs if this is an ongoing problem

### **8. DAMAGES TO Nine Reformer Pilates WILL BE CHARGED**

You will be responsible and charged for the damage to equipment outside of normal wear and tear or necessary cleaning of a Nine Reformer Pilates due to your violation of this agreement or any agreement as outlined in the Terms & Conditions.

### **9. THEFT OF EQUIPMENT WILL BE CHARGED**

You will be held liable and charged for any costs incurred to replace equipment taken from the Nine Reformer Pilates.

## **10. PLEASE BRING ID**

You will provide proof of identity if reasonably requested by Nine Reformer Pilates, the Landlord and/or Managing Agent.

**11. PLEASE FOLLOW ANY ADDITIONAL RULES** including but not limited to the below

### **YOU WILL NOT**

#### **1. ALLOW OTHERS INTO THE BUILDING WHO HAVE NOT BOOKED ON THE APP**

We do not allow people to enter the building who are not booked on an individual booking via the App. This includes any children.

#### **2. PLEASE DO NOT SHARE YOUR ACCESS DETAILS**

You will not share your access details / Access Device.

#### **3. PLEASE DO NOT ALLOW ACCESS TO STRANGERS**

You will not provide Nine Reformer Pilates access to anybody you do not know when opening or closing the access door.

#### **4. PLEASE DO NOT MISS-USE Nine Reformer Pilates SOFTWARE**

You will not use the Website, Mobile Application or Network for sending or storing any unlawful material.

#### **5. PLEASE DO NOT MISS-USE THE FACILITY**

You will not use Nine Reformer Pilates for unlawful or illegal purposes.

#### **6. PLEASE DO NOT USE Nine Reformer Pilates INAPPROPRIATELY**

You will not use the Nine Reformer Pilates Website, Mobile Application or Network for any inappropriate purposes, including but not limited to drugs, alcohol, gambling, sexual activity, extreme sports or any other purpose likely to reflect negatively on Nine Reformer Pilates, the Landlord and/or the Managing Agent.

#### **7. NO SMOKING IN Nine Reformer Pilates**

You will not smoke inside Nine Reformer Pilates (this includes the use of e-cigarettes) and if you smoke outside please dispose of the cigarette butts appropriately and not on the floor outside.

**8. DO NOT BRING HARMFUL OBJECTS INTO Nine Reformer Pilates**

You will not bring any harmful weapons or sharp objectives into the Nine Reformer Pilates including but not limited to firearms and knives.

**9. NO NAKED FLAMES IN Nine Reformer Pilates**

You will not allow any naked flame inside Nine Reformer Pilates through lighters, candles or other.

**10. PLEASE DO NOT MAKE EXCESSIVE NOISE**

You will not make excessive noise or create noise that Nine Reformer Pilates, the Landlord and/or Managing Agent deems to be a disturbance to surrounding retail, office or residential dwellings.

**11. DO NOT BRING ANIMALS TO THE FACILITY**

You will not bring any animals into Nine Reformer Pilates, except for service animals which should always be harnessed and leashed.

**12. NO UNDER 18's IN THE FACILITY**

You will not allow the access of anybody under 18 years old into Nine Reformer Pilates without prior approval from Nine Reformer Pilates. Please email [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk) for approval.

**13. PLEASE DO NOT TAMPER WITH EQUIPMENT**

You will not install, remove or modify any Nine Reformer Pilates fixtures, fittings, equipment, hardware or appliances.

**14. DO NOT MISS USE TECHNOLOGY**

You will not use the WiFi or Bluetooth services of Nine Reformer Pilates for unlawful purposes or anti-social behaviour.

**15. PLEASE SUPPORT THE Nine Reformer Pilates BRAND**

You will not tarnish or purposely sabotage the Nine Reformer Pilates brand or intellectual property through the Website, Mobile Application or Network.

**ACCESS DETAILS POLICY**

Your Access details / Access Device can only be used by you and your Access details / Access Device is issued solely for your use, as your account is personal to you and only covers your use of Nine Reformer Pilates. You are responsible for keeping your Access details / Access Device secure and confidential at all times. The Access details / Access Device remains our property at all times (unless agreed otherwise and evidenced in writing).

Use of Access details are monitored in the interests of the safety and security of all our users, use of any Access details and access is monitored and individuals using Access details / Access Devices may be asked to provide proof of identification.

Should we believe that your Access details / Access Device has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your Access details / Access Device has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out in the below.

If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your Access details / Access Device was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have: (a) to apply a penalty charge to your card on file. The penalty charge will be calculated as being equal to the daily charge (that applied at the time of use) for each occasion on which your Access details were used by that individual/those individuals; and/or (b) in the event of serious misuse of your Access details, for example, your Access details have been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your Account with immediate effect, and no refunds will be given.

If we have reasonable grounds for believing that you knowingly provided your Access details / Access Device to another individual or individuals, or allowed unauthorised entry following your entry to Nine Reformer Pilates (known as tailgating) in addition to our rights referred to above, we may hold you responsible for the conduct of the individual(s) while on our premises, and liable for any loss we suffer as a consequence of that conduct.

("Access Device") is the device, member card, or any other relevant security hardware device with built-in authentication equipment, issued or otherwise provided to you by us to enable you to securely access the relevant Nine Reformer Pilates in accordance with the Terms of your Account. Only one device can be registered to an Account at any time, if you lose or misplace the device you need to contact [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk) to remove the device immediately.

## 5. DAMAGES, REPAIR AND/OR CLEANING FEES

As a user of Nine Reformer Pilates, you are responsible for leaving the Network, any property and surrounding area in the same or better condition than when you arrived. You are responsible for your actions and omissions and are also responsible for the acts and omissions of any individuals whom you invite and/or provide access to. Further to this, you are responsible for the cost of any damage repairs or necessary cleaning of the Network resulting from your violation of this agreement or your use of the Network in excess of normal "wear and tear". If Nine Reformer Pilates, in its reasonable discretion, determines that excessive repair or cleaning is required, Nine Reformer Pilates reserves the right to charge the payment method designated in your Account for the reasonable cost of such repair and/or cleaning as well as an additional service fee which shall not exceed £500 per occurrence. Any such amounts are non-refundable and at the reasonable discretion of Nine Reformer Pilates.

## 6. PAYMENT TERMS

Any fees which Nine Reformer Pilates may charge you for the use of the Website, Mobile Application or Network will be as set out in the Website and/or Mobile application at the time of the purchase. These fees are inclusive of any taxes payable e.g. VAT. Nine Reformer Pilates offers a no Refund Policy, instead we work in line with our Cancellation Policy which can be found in the headline of these Terms and below Clause 9.

This no Refund Policy shall always apply regardless of your decision to terminate your usage. Nine Reformer Pilates reserves the right to determine final prevailing pricing.

You do hereby agree that you shall be charged fees based on the length of time of your booking of the Nine Reformer Pilates, regardless if you only make use of the Nine Reformer Pilates for less than your booked time. If you exceed the amount of time for which you booked at Nine Reformer Pilates, then you shall be charged for such excess time, as well as an overage charge if such excess time conflicts with another users booked time. You do hereby consent to such excess time charges and to such overage charge.

Nine Reformer Pilates may make promotional offers to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. Nine Reformer Pilates may change the fees for the Website, Mobile Application or Network at our sole discretion. We encourage you to check back at our Website and/or Mobile Application periodically to find out about how we charge

for the Website, Mobile Application and Network. You can find out more information below Clause 21.

If a credit card charge is declined, we will notify you to provide a valid replacement. Failure to provide a replacement within 48 hours may result in the suspension of your rights from accessing the Network. If a payment is declined, refunded, cancelled or charged back by your issuing bank, or another person, you are not entitled to the return of any associated service fees, such as payment processing fees, irrespective of the reason for such decline, refund, cancellation or charge back. Nine Reformer Pilates reserves the right with sole discretion to review and refuse a payment or the processing of a payment if it suspects any fraudulent activity or any other reason without limit. If you access the Website via your mobile e.g. through the Mobile Application, please be aware that your carrier's normal rates will still apply.

## 7. MEMBERSHIPS

All Memberships are charged and activated immediately on the date of purchase, commencing that date.

All Memberships have a minimum commitment period of 3 months. After the initial 3-month period they can then be cancelled with 30 days' notice provided in writing by sending an email to [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk)

You may not transfer Memberships to another user.

Your Membership subscription payment will be renewed on the same date and time of each month. This monthly date will coincide with the original date and time you purchased your Membership and will continue to reoccur unless otherwise cancelled by Nine Reformer Pilates or the individual after the minimum terms have been met.

To change your renewal date, you must contact [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk)

From time to time we may need to increase the price of our Membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your subscription will cost after the increase. During this period, you will have your usual right to terminate your Account in accordance with the Terms. If you do not terminate the Membership by the date given to you in the notice, then the price of your Membership will be increased in accordance with our notice.

## 8. CANCELLATION POLICY

### **CANCELLATIONS BY YOU**

You can cancel your session via the 'UPCOMING BOOKINGS' tab in the app menu, subject to the below policy.

Due to the nature of our business model, we require a cancellation procedure to be in place to maintain a fair system and prevent empty bookings due to late cancellations. Dependent on what method you use to book your session will depend on the Cancellation Policy that is applied.

### **Instructor Led Classes**

If you've booked an **Instructor Led Class session**, you will have **12 hours** before your session to cancel. Your Credits will be returned immediately to your Account if these Terms are satisfied. If these Terms are not satisfied, Credits will be taken, and no refund will be given.

### **ALL INSTRUCTOR LED CLASSES HAVE A STRICT 12 HOUR CANCELLATION POLICY**

### **Open Reformer Sessions**

If you've booked an **Open Reformer session**, you will have **4 hours** before your session to cancel. Your Credits will be returned immediately to your Account if these Terms are satisfied. If these Terms are not satisfied, Credits will be taken, and no refund will be given.

### **MEMBERSHIP**

If you have one of our memberships, the same conditions will apply. **You will have 12 hours** before your **Instructor Led class session** to cancel and **4 hours before your Open Reformer session** to cancel. Your Credits will be returned immediately to your Account if these Terms are satisfied. If these Terms are not satisfied, Credits will be taken, and no refund will be given.

### **CANCELLATIONS BY US**

We may cancel your session subject to a force majeure or similar making it impossible or significantly impede us to carry out the service. If this should occur we will return your Credits to your account.

### **9. LICENSING, RESTRICTIONS AND COPYRIGHT**

Subject to your compliance with these Terms, Nine Reformer Pilates grants you a limited, non exclusive, non-transferable and revocable license to use Nine

Reformer Pilates. Should you choose to download content from Nine Reformer Pilates, you must do so in accordance with these Terms. Such content is provided to you for its intended purposes only and always remains the property of Nine Reformer Pilates.

You will not use, copy, adapt, decompile, modify, reverse engineer, prepare, derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website, Mobile Application, Network or any content, except

## 10. USER CONTENT

Nine Reformer Pilates may, in its sole discretion, permit users of the Network to post, upload, publish, submit or transmit content. You are solely responsible for all content that you upload, email, post or otherwise transmit including documents, text, graphics, video, messages, forum postings, your profile information, comments, questions, other materials (“User Content”).

By making available any User Content on or through the Website, Mobile Application and/or Network, you hereby grant to Nine Reformer Pilates a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, sub-licensable and transferable right, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transit, stream, broadcast and otherwise exploit such User Content including but without limitation through or by means of the Website, Mobile Application and/or Network. In connection, you hereby renounce and waive in favour of Nine Reformer Pilates any moral rights you have or might have, now or in the future, with respect to User Content. Nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any User Content. You also hereby represent and warrant that you have the right to grant us the right over your User Content and that you will indemnify us for any loss resulting from a breach of this warranty and defend us against claims resulting from the same.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Website, Mobile Application and/or Network. Accordingly, you represent and warrant that you either are the sole and exclusive owner of all User Content that you make available through the Website, Mobile Application and/or Network or you have all rights, licenses, consents and releases that are necessary to grant to Nine Reformer Pilates the rights in such User Content, as contemplated under this agreement and neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or

Nine Reformer Pilates's use of the User Content or any portion thereof will infringe, misappropriate or violate a third-party patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation.

## 11. INTELLECTUAL PROPERTY

References in these conditions to Intellectual Property rights, the ("IP") means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get up, database rights, rights in data, domain names, rights in computer software (including source code and object code) and all similar rights of whatever nature and in each case, whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or application, whether vested, contingent or future and wherever in the world they exist.

Unless specifically indicated otherwise, the Website, Mobile Application and/or Network together with all IP rights are owned by Nine Reformer Pilates, our licensors or both (as applicable). Such IP rights are protected by copyright laws and treaties around the world. We and our licensors reserve all of our and their rights in any such IP rights in connection with these conditions. This means that we and they remain owners of them and free to use them as we and they see fit.

The Website, Mobile Application and/or Network are for intended uses only and nothing in these conditions grant you any legal rights to access or use the Website, Mobile Application and/or Network for any other purposes. You may not use the Website, Mobile Application and/or Network for any further or additional uses and in particular may not reproduce or otherwise make available the same in whole or in part, without the prior written consent of Nine Reformer Pilates or our licensors, if applicable. In addition, none of the content or design on the Website, Mobile Application and Network may be copied, altered in any way or transmitted or distributed to any other party without our prior express written permission.

You retain ownership of any information or data you provide to or through the Site ("User Data"). Subject to foregoing, by using the Website, Mobile Application and/or Network, you are granting Nine Reformer Pilates a non-exclusive, perpetual, irrevocable, royalty free, transferable license to copy, reproduce, remove, process, adapt, transmit, save, host, display and otherwise use your User Data in accordance with our Privacy Policy which can be found in the headline of these Terms and in Clause 26.

We reserve the right to remove any User Data that in our sole discretion deem inappropriate, abusive, unlawful or otherwise contrary to, or in breach of, these Terms or the proper use of the Website, Mobile Application and/or Network (“Infringing User Data”). Nine Reformer Pilates shall not be responsible or liable to any third party in respect of any Infringing User Data.

## 12. APPLICATION LICENSE

Subject to your compliance with these Terms, Nine Reformer Pilates grants you a limited, non exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Mobile Application on your personal device solely in connection with your use of Nine Reformer Pilates; and (ii) access and use any content, information and related materials that may be made available through Nine Reformer Pilates, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Nine Reformer Pilates and Nine Reformer Pilates’s licensors.

## 13. SMS MESSAGING

You agree that Nine Reformer Pilates may contact you by telephone or text messages (including by an automatic telephone dialling system) at any of the phone numbers provided by you or on your behalf in connection with an Account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing anything from the Website, Mobile Application or Network. You also understand that you may opt out of receiving text messages from Nine Reformer Pilates at any time. If you do not choose to opt out, Nine Reformer Pilates may contact you as outlined in our Privacy Policy which can be found in the headline of these Terms and in Clause 26.

## 14. THIRD-PARTY SERVICES

During use of the Website, Mobile Application and Network, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party service providers, advertisers, sponsors or affiliates showing their goods and/or services through the Website, Mobile Application or Network. Any such activity and any Terms, conditions, warranties or representations associated with such activity is solely between you and the applicable third-party. Nine Reformer Pilates and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction, services or

promotion between you and any such third-party. Nine Reformer Pilates does not endorse any sites on the internet that are linked through the Website, Mobile Application or Network and in no event shall Nine Reformer Pilates or its licensors be responsible for any content, products, services or other materials on or available from such sites or third-party providers. Nine Reformer Pilates provides the Website, Mobile Application and Network to you pursuant to the Terms of this agreement. You recognise that certain third-party providers of goods and/or services may require your agreement to additional or different Terms prior to your use of or access to such goods or services and Nine Reformer Pilates disclaims any and all responsibility or liability arising from such agreements between you and third-party providers.

Nine Reformer Pilates may rely on third-party advertising and marketing supplied through the Website, Mobile Application and Network and any other mechanisms to subsidise the Website, Mobile Application or Network. By agreeing to these Terms, you agree to receive such advertising and marketing. If you do not want to receive such advertising, you must notify us at [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk) Nine Reformer Pilates reserves the right to charge you a higher fee for the Website, Mobile Application and Network should you choose not to receive this advertising services. Nine Reformer Pilates may compile, release and disclose non-identifiable information regarding you and your use of the Website, Mobile Application and Network as part of a customer profile or similar report or analysis including but without limitation to third-party service providers. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third-party you interact with through Nine Reformer Pilates.

## 15. INDEMNITY

You agree to release, defend, indemnify and hold harmless Nine Reformer Pilates, our Landlords and/or our Managing Agents and their respectable officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees arising out of your use and access to the Website, Mobile Application and Network, your violation of any term of these Terms, your violation of any law or the rights of a third-party including without limitation, any copyright, property or privacy right, or any claim that any content you submitted caused damage to a third-party. You agree to notify Nine Reformer Pilates and in writing at **[hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk)** of such claim. If a claim subject to IP infringement indemnification is made, Nine Reformer Pilates shall have the right to obtain for you the right to continue using Nine Reformer Pilates or replace and/or modify Nine Reformer Pilates so that it becomes non-infringing and still provide substantially the same functionality for the user. The indemnification obligated will survive the

termination of these Terms and your use of the Website, Mobile Application and Network.

## 16. DISCLAIMER

Nine Reformer Pilates provides the Website, Mobile Application and Network along with its content, materials, information, software and products included therein including separate services performed by third parties under control for use on an “as if”, “where is” and “as available” basis. To the maximum extent permitted by law, Nine Reformer Pilates disclaims all representations and warranties whether express or implied with respect to Nine Reformer Pilates including without limitation; any warranties or merchantability and fitness for a particular purpose, features, quality, non-infringement, title, performance, compatibility, security or accuracy and that the quality of Nine Reformer Pilates as well as any products, service, information or other material purchased or obtained by you through the Website, Mobile Application or Network will meet your requirements or expectations. You acknowledge and agree that the entire risk arising out of your use of Nine Reformer Pilates and/or third-party services or products remains solely with you to the maximum extent permitted by law.

You hereby acknowledge and agree that; the locking mechanism used on the Nine Reformer Pilates is provided by a third-party and Nine Reformer Pilates, the Landlord and/or the Managing Agent have no liability whatsoever with respect to any failure of the locking system to work in its intended manner including without limitation any loss or theft of your property as the Network is located in buildings which are not owned, managed or manned by Nine Reformer Pilates and Nine Reformer Pilates makes no representations or warranties relating thereto.

Additionally, Nine Reformer Pilates, the Landlord and/or the Managing Agent make no representation or warranty with respect to the suitability of the Network for any particular activity and shall not be liable in anyway for such activities.

Nine Reformer Pilates, the Landlord and/or the Managing Agent does not warrant that the My Fit Pod will operate in an uninterrupted or error-free manner or that Nine Reformer Pilates will always be available or free from all harmful components or that it is safe, secured from unauthorised access, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, originating either from Nine Reformer Pilates or its providers.

## 17. WAIVER

I declare that I intend to use some or all of the activities, facilities and services offered by Nine Reformer Pilates and I understand that each person (including myself), has different skill levels for participating in such activity. I assume full responsibility during and after my participation at Nine Reformer Pilates and for my choices to use or apply, at my own risk, any portion of the equipment, facilities, information or instruction available.

**I agree that if I have not taken part in Reformer Pilates before, I will either take part in beginner classes led by an instructor OR complete the necessary beginners sessions on the digital screens before I take part in further self-led sessions.**

I understand that part of the risk involved in undertaking exercise is relative to my own state of fitness or health (physical and emotional) and the awareness, care and skill in which I conduct myself in any usage of Nine Reformer Pilates.

I agree that to the best of my knowledge and belief I am in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to my health, safety, comfort, wellbeing or physical condition.

In addition, I understand that I should immediately withdraw from, reduce or modify my involvement in any of the activities and I should do so on recognition of any signs of physical discomfort which may include: lightheadedness, fainting, chest discomfort, leg cramps, nausea, etc.

I further understand that there are possible risks involved in participating in this exercise and Nine Reformer Pilates will accept no responsibility for my actions, injuries or health during my use of Nine Reformer Pilates.

If you start to feel unwell or a life threatening emergency occurs in a Nine Reformer Pilates facility, you should immediately call the Emergency Services by dialling 999 (or the relevant country code) on your phone and you should press the allocated "Emergency Button" to notify Nine Reformer Pilates so we can take necessary action.

## 18. LIMITATION OF LIABILITY

Nine Reformer Pilates, its Officers, Directors, Shareholders, Employees, Suppliers, Sub Contractors, Agents, Landlords and Managing Agents will not be liable for any direct, indirect, incidental, consequential or any other damage or loss including loss of profit and loss of data, costs, expenses and payments, arising from or in

connection with the use or inability to use the services of Nine Reformer Pilates. This includes any fault or error made by our employees or anyone acting on our behalf or from your reliance on the content of the services or from any denial or cancellation of your Account or from the retention, deletion, disclose and any other use or loss of your content on the services. In no event shall Nine Reformer Pilates, its licensors' or any Landlord or Managing Agent aggregate liability arising out of or relating to this agreement of your use of or inability to use the Website, Mobile Application or Network. You understand and agree that you obtain or otherwise download content, material or data through or for the use of Nine Reformer Pilates at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data. In addition, Nine Reformer Pilates does not represent or warrant that the information accessible via the Website, Mobile Application or Network is accurate, complete or up to date.

Responsibility for the decisions you make regarding Nine Reformer Pilates offered via the Website, Mobile Application or Network with all its implications rest solely with you. Nine Reformer Pilates will not assess the suitability, legality or ability of any such building owners or other third parties and you expressly waive and release Nine Reformer Pilates and building owners, to the maximum extent, allowable under applicable law, from any and all liability, claims, causes of action or damages arising from your use of the Website, Mobile Application or Network and/or in any way related to the third parties introduced to you by Nine Reformer Pilates.

The quality of the building in which Nine Reformer Pilates are located are entirely the responsibility of the Landlord and/or Managing Agent. You understand that by using Nine Reformer Pilates you may be exposed to locations that are potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable and that you use Nine Reformer Pilates at your own risk.

To the extent applicable under local law, nothing in this agreement shall limit the liability for death or personal injury caused by negligence from Nine Reformer Pilates or for fraud or fraudulent misrepresentation.

## 19. FACILITY RATING SYSTEM

You may be required to rate certain aspects of your overall experience with Nine Reformer Pilates as well as certain aspects e.g. other users. This rating will be prompted through the Website and/or Mobile Application. If you do not participate when requested, Nine Reformer Pilates reserves the right (without limiting any of Nine Reformer Pilates's other rights hereunder) to restrict your access to Nine Reformer Pilates. Additionally, if Nine Reformer Pilates or if other users, rate your usage of Nine Reformer Pilates as being below a threshold acceptable to Nine Reformer Pilates, then we may in our sole discretion, and without limiting any of Nine Reformer Pilates's other rights hereunder, restrict your access to Nine Reformer

Pilates.

## 20. PROMOTION TERMS

Nine Reformer Pilates reserves the right to end any promotion without warning at any time.

Any prizes offered by Nine Reformer Pilates must be claimed within 21 days of announcement of the winners. Nine Reformer Pilates have 45 days to issue any prize.

All Nine Reformer Pilates challenges are subject to fair play.

Nine Reformer Pilates reserve the right to redeem any prize in the form of a voucher or pre-purchased credit.

## 21. NOTICES

Nine Reformer Pilates may send you notices by means of email to your email address on record in your Account. You may give notice, and address any complaint or claim to Nine Reformer Pilates (such notice, complaint or claim shall be deemed given when received by Nine Reformer Pilates) at any time by means of email to [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk)

## 22. GOVERNING LAW

These conditions, their subject matter and formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusion jurisdiction. However, if you are a resident in Northern Ireland, you may also bring proceedings in Northern Ireland and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## 23. TERMINATION

You agree that Nine Reformer Pilates, in its sole discretion and for any or no reason, may terminate any Account (or any part thereof) you may have with Nine Reformer Pilates or your use of Nine Reformer Pilates, and remove and discard all or any part of your Account or any of your User Content, at any time. Nine Reformer Pilates may also in its sole discretion and at any time discontinue providing access to the Website, Mobile Application and Network or any part thereof, with or without notice. You agree that any termination of your access to the Website, Mobile Application or Network or any Account you may have or portion thereof may be effected without prior notice, and you agree that Nine Reformer Pilates shall not be liable to you.

These remedies are in addition to any other remedies Nine Reformer Pilates may have at law or in equity.

You may terminate your Account at any time by ceasing all use of the Website, deleting the Mobile Application from your device and no longer partaking in any sessions in the Network. Furthermore, you may request Nine Reformer Pilates to cancel your Account via email sent to [hello@ninereformer.co.uk](mailto:hello@ninereformer.co.uk) subject to contract.

## 24. GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, Nine Reformer Pilates or any third-party provider as a result of these Terms or use of the Website, Mobile Application and Network. These Terms may not be assigned by you, whether in whole or in part, without the prior written approval of Nine Reformer Pilates. These Terms may be assigned without your consent, in whole or in part by Nine Reformer Pilates, including to a parent or subsidiary, an acquirer of assets, or a successor by merger. Any purported assignment in violation of this section shall be void. If any provision is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall fully be enforced under law. The failure of Nine Reformer Pilates to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Nine Reformer Pilates in writing. These Terms comprise the entire agreement between you and Nine Reformer Pilates and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.