

Balance health and fitness terms and conditions

Welcome to Balance Health and Fitness (including Balance Dance). If you continue to browse and use this website or use any of our services then you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website or services.

The term 'Balance health and fitness' or 'us' or 'we' refers to the owner of Balance health and fitness and the website whose registered office is Upper Farm Cottage, Claypits, Eastington, Gloucestershire, GL10 3AJ. The term 'you' refers to the user of our services or viewer of our website. The term 'Balance health and fitness' also includes 'Balance dance'.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Website disclaimer

The information contained in this website is for general information purposes only. The information is provided by us and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of Balance health and fitness. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Cancellation Policy

The following covers Balance health and fitness (and Balance dance) rights and your rights to cancel any services we offer.

Our rights

We reserve the right to cancel our services at any time at our discretion. If we cancel a service after you have paid in full then you will be entitled to a refund on a pro-rata basis depending on the length of that service.

Payment for any service is to be made in advance of that service commencing at the agreed price in full (or as per agreed payment instalments). Payment can be made by either cash, or bank transfer.

We will endeavour to carry out our services on the date and time and at the agreed location. However, from time to time this may not be possible for various reasons. If we cannot provide you with this service, we will contact you to let you know as soon as possible and you will not be charged for that part of the service. We will offer you an alternative date, time or location at the previously agreed price which you are not obliged to accept.

Your rights

You are entitled to cancel our services at any time at your discretion. If you cancel a fitness or dance service after you have paid for a block number of sessions/lessons in advance, then you will be entitled to a refund of the remaining sessions on a pro-rata basis. Used sessions will be charged at the cost per individual session as published on our website and deducted from the amount you paid for the block number of sessions, you will be refunded the difference. Any service purchased must be used within 12 months and after this time no refund will be given.

If you cancel a personal training session or dance lesson within 24 hours of that session taking place, then you will be charged in full for this session.

If you cancel dance/cheerleading classes after you have paid for a term in advance, then you will not receive a refund as we will be unable to fill your space during a term.

Copyright notice

This website and its content is copyright of Balance health and fitness - © Balance health and fitness 2009. All rights reserved.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following:

- you may print or download to a local hard disk extracts for your personal and non-commercial use only
- you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Risk

Any exercise or sport carries with it an element of risk of injury. While all precautions are taken to lower this risk, injuries still will happen. We are insured in a professional capacity, but this covers us against claims and our own personal injury. You are advised to have your own adequate insurance cover for any such occasions to protect against personal injury.