

## JIG AND A SWIG TERMS AND CONDITIONS

Please read our Terms and Conditions (**Terms**) carefully as these Terms constitute our legal contract with you. By booking classes, courses, workshops or events with us (**Sessions**) you are confirming you have read the Terms and agree to be bound by them. Please also refer back to these Terms from time to time as they may change (and we reserve the right to do so).

In these Terms:

**we, us, our** means **Jessica Leach**, trading as '**Jig and a Swig**', We supply all Sessions subject to these Terms; and

**you, your, yours** means you, the client.

### 1 IMPORTANT INFORMATION ABOUT DATA PROTECTION

The nature of our business and the provision by us of Sessions to you means that we will collect and process certain of your personal data from time to time. We will only do so in accordance with our Privacy Notice, which you can read by clicking the following link: [Privacy Policy](#).

### 2 HEALTH AND SAFETY

Many of our Sessions involve strenuous physical activity and we recommend that you seek medical advice before attending or participating in a Session. For your own safety and the safety of others we rely on you using our facilities and premises and participating in our Sessions (including online) in the intended manner and your acceptance of these Terms constitutes your confirmation that you will do so, that you will comply with our reasonable instructions in relation to your attendance at our premises or participation in a Session.

### 3 BOOKING WITH US

In order to book Sessions you must sign up via <https://bookwhen.com/jigandaswig> (our **Booking Website**). You must be at least 18 years of age to attend any Sessions at Jig and a Swig.

### 4 SESSIONS

A) Our Sessions include Weekly Classes, Courses, Workshops and Events.

B) In booking a Session you agree to comply with any additional rules we may make known to you in relation to the Session from time to time, including how you may use our premises, facilities and your conduct whilst doing so.

C) All Sessions and instructors are subject to change from time to time, even after you have booked. We will let you know about any changes as soon as we can via email.

D) Access to our Sessions and any other goods and services we may supply from time to time is at our discretion and we reserve the right to refuse you access to any of the same, or to suspend or otherwise terminate your Account if we consider that you are in breach of these Terms, the Session Rules or your behaviour at our Premises is inappropriate, aggressive, rude, threatening or otherwise damaging to our customers, staff or our reputation more generally. If we do so you will not be entitled to any refunds whatsoever.

## 5 DIFFERENT TYPES OF MEMBERSHIP

We offer the following ways of paying for Sessions (please also see section 7 below for details of payment methods):

**Pay-as-you-go** You can purchase sessions online on a pay-as-you-go basis. The cost for each Session is set out on our Website.

**Passes** You can purchase standalone passes of credits at standard or discounted rates (Passes) which can be redeemed against specific individual or sets of Sessions. Details of the Packages we offer including prices and expiry dates, are set out on our Booking [Website](#).

**Courses** You can purchase a course, which allows you to book onto a set number of classes which are intended to be attended in sequence. The cost of each course is set out on our website. Individual classes within a course cannot be transferred or paid for within a course, and cannot be transferred or cancelled individually.

## 6 BOOKINGS

A) Subject to these Terms and your right to transfer (see section 9 below), all bookings and passes are non-refundable. You may not transfer any passes or bookings to another person.

B) All passes purchased will have an expiry date shown in your Account and you must use them prior to such date. We are not able to extend passes beyond their expiry date under any circumstances. You will not be entitled to a refund in respect of any unused but expired credits.

C) From time to time we may offer promotional pricing or other offers, and any credits purchased in this way may have a shorter expiry time. This will be set out in full on our Website and will be confirmed to you at the point of purchase.

## **7 PAYMENT TERMS**

**A) Pay-as-you-go and Packages.** You can pay your credit or debit card via our online checkout process. All pay-as-you-go and Package purchases are non-refundable and cannot be transferred to any other person.

## **8 BOOKING SESSIONS**

A) All Sessions must be booked online. When you book a session you will be charged the Session price or one class will be deducted from your Pass unless otherwise stated.

B) Your booking on a Session is only confirmed once you have received an email confirmation from us or the Session appears in the 'Upcoming Bookings' section of your Account. Please make sure you receive a booking confirmation before you attend the Session. If you do not receive a confirmation please contact us by e-mail ([hello@jigandaswig](mailto:hello@jigandaswig)). Session prices are subject to change at any time before we accept your booking.

C) Please refer to our Booking Website for Session availability.

D) All Sessions are subject to availability, and whilst we try to ensure that suitable numbers and types of Sessions are available, we cannot guarantee that you will be able to book any particular Session, even if you have the appropriate type of credits on your Account.

If a Session is fully booked then you may either: (i) join an alternative Session; or (ii) joint a waiting list for the fully booked Session. If you are on the waiting list for a fully booked Session and a space becomes available up prior to the start of the Session, you will be emailed and will have a one hour window to book your place in the session. We will notify you by email or SMS in such instances. You can cancel your place on the waiting list.

## **9 CHANGING OR CANCELING YOUR BOOKINGS AND NO SHOWS**

A) You may change your booking for a Session (excluding Courses), without charge, up to 12 hours before the start of the Session that you have booked.

B) You may cancel your booking for a Session up to 12 hours before the start of the Session. If the session was purchased using a Pass, we will refund your pass with a class credit for the cancelled Session, which you can use to rebook a future Session. If the class was purchased through Pay-as-you-go, you will not receive a refund, but the waiting list will be activated so that someone else can book.

C) If you book onto a Session within 12 hours of its scheduled start time, you are not entitled to change or cancel.

D) You may cancel your booking for a Course, without charge, up to 48 hours before the start of the first Session. Please email [hello@jigandaswig.co.uk](mailto:hello@jigandaswig.co.uk) up to 48 hours before the course start time to confirm cancellation and request a refund.

## **10 IF WE CANCEL YOUR BOOKING**

In the event that we cancel a Session that you have booked, we will make reasonable efforts to contact you by email or telephone to let you know. We will offer you the option of being transferred to another equivalent Session at an alternative date and time (subject to availability). Where you have purchased a Session using a Pass, we will return a class credit to your pass if you choose not to transfer. Where you have purchased a Session on a pay-as-you-go basis, we will refund your payment card if you choose not to transfer.

## **11 LIABILITY**

We are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable, or for loss or damage which is your own fault or which is attributed to a third party unconnected with the provision of our services. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we accepted your order.

We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any breach of any terms implied by law.

Please note that we cannot be held responsible for your personal belongings whilst at our premises.

## **12 FEE CHANGES**

We reserve the right to review and change our fees periodically.

## **13 GOODS THAT YOU PURCHASE FROM US**

From time to time we may make various products available for you to purchase via our Website and we may elect to implement specific terms and conditions or policies that apply to any purchase you may make of such products or where you wish to return products to us after purchase. This does not affect your statutory rights.

## **13 PROMOTIONAL OFFERS**

From time to time we may run various promotions, prize draws and other offers (each a **Promotion**). We may implement separate terms and conditions in respect of any such Promotion, and will advise you accordingly where this is the case. However, notwithstanding this:

A) we reserve the right to end any promotion without warning at any time;

B) we also reserve the right to withdraw your right to any Promotion if we consider, in our absolute discretion, that you have abused, misused or gained an unfair advantage in respect of the Promotion. Misuse includes, but is not limited to, the creation of multiple customer accounts and self-referral;

C) additionally, we reserve the right to not fulfil any future Sessions bookings made by any customer found to have abused, misused or gained an unfair advantage in respect of the Promotion; and

## **14 DISCOUNT CODES**

From time to time we may make discount codes available to you, and your use of any such discount codes shall be subject to additional terms and conditions, which we will make you aware of at the time of use. Discount codes may only apply to certain Sessions and we will set this out in our applicable promotional communications. In the event that Sessions booked using a discount code are cancelled, the relevant Session will be cancelled in accordance with the terms of section 10 above. In addition:

A) we reserve the right to end or withdraw any Discount Code without warning at any time;

B) we also reserve the right to withdraw your right to use any Discount Code if we consider, in our absolute discretion, that you have abused, misused or gained an unfair advantage in respect of the Discount Code; and

C) additionally, we reserve the right to not fulfil any future Sessions bookings made by any customer found to have abused, misused or gained an unfair advantage in respect of the Discount Code.

## **15 HOW WE CAN CONTACT EACH OTHER**

By you: Any written notice, enquiry or feedback should be provided by emailing [hello@jigandaswig.co.uk](mailto:hello@jigandaswig.co.uk).

By us: We may contact you using any of the contact details you provide to us when you sign up for a membership, which may include via telephone or text message. Our [Privacy Policy](#) (which you can access following the link set out above) sets out how we may process your personal data, which includes the contact details you provide to us.

## **16 FORCE MAJEURE**

We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms if the delay was due to any cause beyond our reasonable control, including, but not limited to, acts of god, terrorism, explosion, flood, storm, fire, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T. system failures, viruses, pandemic, epidemic, civil emergency or other widespread illness, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

## **17 WAIVER**

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as 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. Any waiver, to be effective, must be in writing.

## **18 SEVERABILITY**

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

## **19 ENTIRE AGREEMENT**

These Terms together with our disclaimer and any policies we have in force from time to time constitute the entire agreement between us and you and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between us and you.

## **20 THIRD PARTY RIGHTS**

These Terms constitute a contract between you and us. No other person shall have the right to enforce any of these Terms.

## **21 GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit the exclusive jurisdiction of the English courts.