

MOVED TO MOVE CLASS POLICIES

By signing this Agreement, you irrevocably agree that, if Open Two Change LLP (the "Company") approves your application and accepts you as a class participant, then this Participant Agreement (the "Agreement") automatically becomes a binding contract between you and the Company, and applies to your participation in the Programme. By signing below you are acknowledging you have read, agree to and accept all of the terms and conditions contained in this Agreement.

1.Scope of Participation

1.1 All services purchased from the Company must be preceded by the applicant declaring any physical and/or medical limitations, which may affect their ability to participate

1.2 The Participant assumes responsibility of checking with their medical practitioner, physiotherapist, or other health care professional for medical readiness prior to participating.

1.3 The Company is dedicated to providing a Programme which is personalised to the participants as much as is possible within the chosen Programme. Whilst every effort is made to keep the Programme both safe and effective there is a risk of injury or death with every physical activity. The participant acknowledges that they are taking part of their own free will, and are aware of the risks stated. The Participant agrees that neither they, their heirs, assigns nor legal representatives will sue or make any other claims of any kind whatsoever against the Company whether for personal injury, property damage/loss or wrongful death, whether caused by negligence or otherwise.

1.4 We reserve the right to refuse access to any Programme participant, if in our absolute discretion, we consider that the health of the individual concerned may be endangered.

1.5 The Participant agrees that the Programme is non-transferable and is only for use by the Customer who has signed up to the Programme.

1.6 We are committed to providing all Programme participants with a positive experience. By signing overleaf, you agree that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate your participation in the Programme without refund or forgiveness of monthly payments if you become aggressive, disruptive or difficult to work with.

2.Time:

2.1 Please arrive at least 5 minutes prior to the start of your class in order to sign in, settle accounts and change, if necessary.

3. Hours and Weeks of Programme

3.1 Because we believe in having balance in our lives, and recommend the same to our clients, the Company operates for 41 of the 52 weeks of the year and sessions will be arranged accordingly. These weeks start afresh as of the 1st January.

3.2 Participants are asked to arrive timely for sessions. You agree to arrive at least 5 minutes before your scheduled session time to ensure a smooth change over and/or you are ready to begin on time.

4. For your comfort and house-keeping

4.1 Please provide an accurate physical / medical history in your chart.

4.2 Please wear comfortable, appropriate clothing that will enable your instructor to observe the functioning of your body and help you participate more fully in the classes.

4.3 Mobile conversations are not allowed in the class location. Please "silence" your phone. Your courtesy will be appreciated.

5. Payments / Cancellations / Refunds

5.1 Payment for classes for each month must be made in advance, as close to the 1st of the month as possible. Non payment in any month, without notice to end the programme of classes, will make the participant ineligible to attend further classes.

5.2 One off payments can be made by (1) Electronic Transfer (2) Cheque (3) Cash.

5.3 Payment by BACS/Standing Order can be made using the following details: **SORT CODE:30-98-69, ACCOUNT NO:46269968, ACCOUNT NAME: Open Two Change LLP Trading as Moved to Move. Payment reference will be Initial and surname, followed by the words 'MEMBERSHIP'.**

5.4 NOTICE PERIOD: Please give us as much notice as possible if, for whatever reason, your regular time at the class sessions has to come to a permanent conclusion.

5.5 If you choose to cancel your Program this must be done by the 15th of each month so that we can ensure that payment is not taken on the 1st of the following month.

5.6 Cancellations must be made by text message or telephone call to 07852831730

Refunds/class credits are payable in the following circumstances: -

- An undeniably unavoidable circumstance prevents you from taking part in or completing your programme (determined on a case by case basis by the Company). Written evidence to support this may be requested.
- We are notified of your circumstances before the commencement of the Programme

Refunds are not payable in the following circumstances: -

- Refunds are not payable for Sessions which have taken place
- You don't complete your programme.
- You have booked Moved To Move Sessions and are not at the agreed location to receive the session at the appointed time.
- An appointment needs to be cancelled by the Company due to severe external conditions. An alternative appointment will be offered for a future appointment or an additional class will be added to your next month's allowance of classes.

6. Personal Property

6.1 Personal property brought to sessions are done so at the participants own risk and the Company does not accept liability for any loss or damage whatsoever to such items. For security reasons participants are advised to leave valuable items at home, and to keep personal belongings with them at all times.

7. Changes to Programme

7.1 Because we believe in constant improvement, you agree that the form and nature of the Programme may change from time to time without prior notice to you.

8. Media and technology

8.1 Clients recognise that technology is a powerful tool within marketing and sharing amazing results with members of the public. Therefore, Clients give permission for photography, filming and social media communication can take place during (and outside) the Programme and unless otherwise told the Company has permission to display media such as photos and videos of Clients on facebook/website and other marketing sources.

8.2 Clients understand that any comment they say/write/film can be used as a testimonial to promote the Company. This includes photos as well.

9. Privacy

We respect your privacy and must insist that you respect the privacy of fellow Programme participants. By signing overleaf, you agree not to violate the publicity or privacy rights of any participant.

(1) not to infringe any participant's or the Company's copyright,

(2) that any Confidential Information shared by participants or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the participant who discloses it or the Company,

(3) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other participants during sessions.

By signing this Agreement, you further agree that

(4) all materials and information provided to you (for example exercise plans) by the Company are its confidential and proprietary intellectual property, belonging solely and exclusively to the Company and may only be used by you as authorised by the Company.

(5) the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited.

Further, by signing this Agreement, you agree that, if you violate, or display any likelihood or violating, any of your agreements contained in these terms and conditions, the Company and/or other participant(s) will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

(6) All information held will be treated as strictly confidential and will only be released to any other external party with the consent of you, the Client.

Open Two Change LLP fully complies with the most up to date Data Protection Policy and has a transparent approach to Data Processing which empowers individuals to know about the collection and use of their personal data.

We collect data for ensuring we have the right information for assessing your suitability for the class and class activities.

We collect only data that is relevant to those purposes, and we keep it for 7 years as required by our Insurers.

You will be offered a Data Protection form to sign to this effect and this is a requirement prior to treatment in clinic.

Open Two Change LLP's current Privacy Policy under GDPR can be found here:

<https://www.movedtomove.com/privacy-policy>

10. Communication

- We value your feedback. Please feel free to email us with any concerns or comments to info@opentwochange.com