

Terms and Conditions for Nordic Walking Packages

These terms and conditions serve as an agreement between Jeanette Shaw trading as 'Dancing in the Rain' ('we' 'our') and clients ('you' 'your') in relation to Nordic walking and outdoor fitness classes and are for your and our protection. By taking part in the Nordic Walking classes, you are deemed to accept these terms.

Our obligations

To only run classes or give advice for which we are qualified.

To always have your best interests and safety in mind during classes and ensure that activities are tailored to meet different abilities

To have appropriate professional training, insurance and undertake regular risk assessments

To have a suitable and up-to-date first aid qualification (that includes CPR) and always carry a first aid kit.

To use a PARQ forms to assess the readiness of participants to take part in the planned session

To start and end classes on time

To protect your confidentiality in respect of personal information and data in accordance with GDPR (2018).

Your obligations

To ensure classes are paid for in advance

To arrive in time for classes to start promptly

To book classes in advance and give at least 12 hours' notice of cancellation

To wear suitable clothing for the weather and terrain

To take responsibility for bringing any medication that may be needed on walks, eg epi-pens / inhalers etc.

To provide accurate information about health and medical conditions on the PARQ and subsequently at classes if anything changes.

We reserve the right to refuse to accept anyone into sessions who does not fulfil the obligations above.

Payment

All payments for any sessions are to be made in advance. Package renewals are due at the first session of the package. By signing up to the 'Beginners Course', you commit to all sessions that form the course and we cannot offer a refund for a class missed. However, we will do our utmost to help you catch up though attending an alternative class.

Booking and Cancellations

A place must be reserved in advance for each class. We understand that sometimes you may need to cancel a place booked on a session. This should be done at least 12 hours in advance, via the booking system. If less than 12 hours' notice are given, please notify Dancing in the Rain by email, phone call or text message. Unfortunately, if less than 12 hours' notice are given for cancellation, we will be unable to refund the session, except for exceptional circumstances.

Instructor cancellation

We will endeavour to give as much notice as possible if we have to cancel a class. If a class is cancelled with less than 12 hours' notice we will offer a free class to those booked – exceptions to this include venue related reasons, or weather related reasons.

Health declaration

You must complete a PARQ health screening form before taking part in classes and this will be renewed annually. If the instructor has any concerns about your ability to participate for health reasons we have the right to request a note from your GP or in extreme cases to refuse to accept you as a client. If you have any questions, please discuss in confidence with the trainer.

Session Validity

A package is valid for 6 months from date of purchase. If, for medical reasons you are unable to attend for a prolonged period we will freeze for an appropriate length of time.

Refunds

If, at the end of the first session of the beginners course, or first Nordic Fitness Class, you are dissatisfied for any reason, you are entitled to a full refund on any unused sessions purchased in advance (sessions already undertaken will be charged for at the individual price shown on the

booking system). If an emergency arises that prevents you from continuing with your training permanently then you will be refunded for any remaining sessions (sessions already undertaken will be charged for at the individual price shown on the booking system).

Liability

You accept that participating in exercise has a risk of causing injury, both minor and potentially major. YOU ACCEPT THIS RISK AND ACCEPT FULL RESPONSIBILITY FOR YOUR EXERCISE AND TRAINING. You will not hold Dancing in the Rain liable for any injuries or illness sustained. We do not exclude or limit in any way our liability for (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or fraud or fraudulent misrepresentation. You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to participate in Nordic walking.

If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning us at 07717393805 or by e-mailing jan@dancingintherain.co.uk

These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

Last updated 19th July 2021.