Just Dance Fitness Training Ltd (trading as 'Just Dance UK') Terms and Conditions

Please read the Just Dance UK Terms and Conditions carefully prior to booking all classes, parties, events, first dance tuition and retreats. Just Dance UK cannot afterwards be held responsible for any errors caused by failure to read or understand them in full.

The terms and conditions will differ slightly for each different type of event. Please ensure that you have read the relevant section relating to the activity you are undertaking.

Just Dance UK Party Bookings

The minimum number for a hen/party booking is 10 people (smaller groups will be charged at the same rate as 10 people).

A deposit is required to secure all bookings and preferred venues will not be booked and paid for until a deposit payment has been received. This deposit is non-refundable.

Full outstanding balance, confirmation of music choices, party themes and number of participants are required 14 days prior to the event. Once final details have been confirmed and the full balance paid, the balance is non-refundable.

All session times include changing, filling out an activity disclaimer, warm up and cool down. Any medical conditions/pregnancy should be addressed before any event or class due to the physical nature of this exercise. Participants take part at their own risk and everyone is required to sign a disclaimer.

It is the group's responsibility to arrive for their activity on time as the finishing time cannot be extended.

In the event that the Just Dance UK team hire a venue/studio on behalf of the client, if the client and/or guests damage any of the property within the venue, the client agrees to pay for any damage caused in full.

Age Stipulation

Participants must all be over 18 if their party is held in a bar. If, within any group bookings, there are found to be participants who are under this age, we reserve the right to request their removal from the party.

Alterations

Occasionally due to circumstances beyond our control, we must reserve the right to change the start times, dates, or venue locations previously established for your parties and first dance tuition. Where we cannot meet your needs, we will offer a full refund.

Material

We occasionally use stills and footage of our dance experiences and courses for marketing purposes. In taking part, participants agree to grant us royalty-free, non-exclusive license to publish and otherwise use the material in any media worldwide.

First Dance

Full payment is required to secure the booking a minimum of 14 days prior to the date of the first lesson. A minimum of **48 hours notice** prior to lesson commencement is required by the couple to cancel/re-schedule a lesson. All payments are non refundable.

Just Dance UK do not refund payment if the client decides not to continue the lessons half way through the booking or if the wedding is cancelled.

Liability

Just Dance UK take all reasonable steps to ensure a safe experience and environment for all participants and holds appropriate public liability insurance.

All activities are undertaken at the participants' own risk and Just Dance UK cannot be responsible for claims of injury, damage or loss.

Participants should ensure they have adequate insurance to cover any activity they undertake.

Health and Safety

All those taking part in first dance lessons and Just Dance UK parties are required to sign an activity disclaimer.

All first dance lessons and Just Dance UK party participants must warrant that they are fit to undertake the first dance/party activity and advise the instructor of any medical conditions that may affect them.

Furthermore, all participants must at all times follow the instructions issued by our teachers, who are trained to be mindful of your health and safety at all times. Any failure to follow instruction will automatically invalidate your insurance in the event of any injury you sustain as a consequence of this failure.

Similarly, failure to follow the advice of your own GP will also render your insurance invalid for the purpose of claims.

The Just Dance UK Weekender

It is the customer's responsibility to check their retreat booking and ensure that the information contained in the confirmation booking email is correct.

When a customer pays the full retreat amount when booking, 25% of the cost is deemed non-refundable as a deposit. If booking via the deposit option, this is non-refundable in its entirety.

If for any reason you are unable to take part on a Just Dance UK retreat, Just Dance UK reserves the right to keep the entire amount of the booking.

In the event of cancellation by the customer, regardless of the circumstances, the following refund fees of the whole retreat price, including the 25% deposit mentioned in point 2, apply.

- 1. Cancellation 1 week or less before due arrival date, 0% refund
- 2. Cancellation 1 to 4 weeks before due arrival date, 25% refund
- 3. Cancellation 4 to 8 weeks before due arrival date, 50% refund
- 4. Cancellation more than 8 weeks before due arrival date, 75% refund

Due to teacher cancellations or other situations beyond our control, Just Dance UK reserves the right to change bookings/timetabled classes and shall inform the customer as soon as possible. Alternative arrangements will be offered but we do not accept responsibility for any costs incurred. Just Dance UK is not held liable for travel costs.

Just Dance UK reserves the right to photograph and video throughout the retreat for promotional purposes. If you would prefer not to be featured in any photography or videos please speak to the photographer or speak to one of the team.

Just Dance UK reserves the right to offer discretionary discounts and this does not affect the status of any customer who has paid another price and no discount will then become due to them.

The customer shall not use the retreat property except for permitted use and shall not use the property for any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes. The customer shall not do anything which may be a nuisance or annoyance to fellow guests, staff or owners.

The customer shall keep all retreat venue fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles which are destroyed or missing with articles of a similar kind and of equal value.

Just Dance UK reserves the right at its sole discretion to terminate use of the retreat venue or any of its facilities by the customer in the event of any breach of these terms and conditions. The customer will be required to vacate the property and Just Dance UK shall not refund payment or accept any

consequential liability damages or loss.

Just Dance UK retains all copyright license rights and sole exclusive ownership of the information, photographs and material displayed on its website. The material may not be modified, copied or used in any other way.

Any user of the website has to be 18 years of age or older and agrees to be entirely financially responsible for all charges and other fees arising from use of the website.

Just Dance UK accepts no responsibility for keeping the website up to date and will not be liable for any loss by its failure to do so. Nor is Just Dance UK responsible for the contents of any links displayed on our website.

Just Dance UK can accept no responsibility for delay or cancellation of any flights, train, buses or other forms of transport.

Just Dance UK reserves the right to alter any facility accommodation or activity.

The customer must comply fully with all and any health and safety regulations introduced by Just Dance UK. The customer must ensure that they are medically and physically fit and able to use our facilities and participate in all activities. Just Dance UK is not liable for any injuries to the customer in their use of our facilities or participation in activities. A customer must always stop and rest if they are feeling any pain or sickness and inform the teacher of any previous injuries.

Just Dance UK cannot accept any responsibility for loss or damage of personal possessions or valuables of the customer.

Just Dance UK shall not be liable for any failures beyond its control. This covers natural disasters, war, 'acts of God', closure of airports, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors.

Just Dance UK accepts no liability for loss, damage, injury or illness which may be received during the customer's stay or travelling to and from the retreat.

We recommend that all customers have adequate travel, cancellation and medical insurance for the duration of the trip.

These terms and conditions shall be governed by British law and the parties consent to the exclusive jurisdiction of the British courts in all matters regarding them.

Just Dance UK Privacy Policy

Just Dance UK is committed to the protection of your personal information in accordance with the principles of the Data Protection Act 1998 and the EU GDPR privacy and data policies.

When you make a booking with Just Dance UK we record your name, e-mail address and telephone number. Your telephone number and e-mail address will not be passed on to any third party and we will only use your number/e-mail address to contact you regarding your booking and Just Dance UK specific activities.

Indemnity

You agree that Just Dance UK, and its freelance choreographers, partners and employees, will not be liable to you for any claim or demand, including reasonable solicitors' fees, due to or arising from your first dance tuition / Just Dance UK party or event.

Termination

Just Dance UK may terminate this Agreement immediately if the Clients are found be in breach of contract.

Just Dance UK may terminate this Agreement by giving 24 hours notice.

Just Dance UK customers may terminate this Agreement at any time but forfeit any deposit or booking payments made in accordance with the relevant activity cancellation policies as set out in this Agreement.

This Agreement sets out all of the terms between Just Dance UK and the customer.

This contract shall be governed in accordance with the laws of England and English courts shall have jurisdiction in relation to the Agreement.

Class Memberships

Please note: These are the terms and conditions for ALL memberships. Please scroll down to read the terms and conditions for the specific membership you're interested in below.

JUST DANCE UK ACTIVITY DISCLAIMER

By exercising with Just Dance UK online or live in the studio and agreeing to these terms and conditions, you also acknowledge the following:

• I will consult my doctor before undertaking this or any other exercise programme.

- The instruction and advice presented are in no way intended to be a substitute for medical counselling.
- Not all exercises are suitable for everyone and Just Dance UK classes or any other exercise programme may result in injury.
- Any user of classes or programmes provided by Just Dance UK assumes the risk of injury resulting from performing the exercises shown.
- The creators, producers, participants and distributors of Just Dance UK disclaim any liability or loss in connection with the exercises and advice contained herein.

Online Monthly Pass - £45 per month

- Online Monthly passes cost £45 per month and they start on the date of purchase and expire exactly a month later (for example, if you purchase a monthly pass on 8th April, it will expire on 7th May).
- Online Monthly passes allow you to attend unlimited online Just Dance classes for a whole month as well as free access to the <u>Just Dance On</u> <u>Demand platform</u> (the free access code is contained in the automated email you receive when you buy your membership).
- If you would like to attend a live studio class, you will need to pay an additional £6 per class (the normal studio class rate is £12 per class) which will be automatically taken from your account at the time of booking.
- Any scheduled Just Dance holidays will always be taken into account so you'll always get a full month's worth of classes.
- If you want to check when your monthly pass expires, just click on the small cog icon at the top left hand side of the screen (via the app), scroll down to where it says 'Membership info' and select 'Membership' and you'll be able to see both your start date and expiry there.
- You can cancel a class in exactly the same way that you book (up to 2 hours before the class start time) by going into the main menu, selecting 'classes', choosing the class you want to cancel and then hitting the green 'cancel' button at the bottom of the screen.
- Classes must be booked in advance through the Just Dance UK website (www.justdanceuk.com/class-timetable) or the Glofox app. If a class you wish to attend is full at the time of booking, you can be placed on our waiting list which will notify you if we receive a cancellation for that class. This will allow you to book your place onto that class if you'd like.
- Booking works on a first come, first served basis and we are unable to hold places open without a formal booking. If you are unable to attend a class you can cancel the class up to 2 hours before the class starts.

Online Classes

You can book onto all online classes right up until the class start time. As soon as you book onto a class, you'll then receive an automated email straight away containing all the information you need to join in the class. If you don't see the email, as a first port of call, please check your spam/junk folders just in case it's lurking in there by accident!

Monthly Rolling Subscription - £65 per month

- The monthly rolling subscription membership costs £65 per month for as many classes as your dancing heart desires, either online, in the studio or <u>on demand</u> (keep a lookout for your free access code contained in the automated email you receive when you buy your subscription).
- No need to renew each month as payments will come out on the same day (starting from date of purchase) every month.
- Unlike the standard monthly pass, you can pause a monthly subscription membership (for example: pregnancy or holiday plans) twice per year. If you would like to pause your membership, please contact <u>info@justdanceuk.com</u> with as much notice as you can with the dates you would like to pause your subscription for.
- Upon re-subscribing, your next payment date will be extended by the number of days the membership is paused for.
- You can pause your membership a maximum of 3 times per year.
- You can cancel a class in exactly the same way that you book (up to 2 hours before the class start time) by going into the main menu, selecting 'classes', choosing the class you want to cancel and then hitting the green 'cancel' button at the bottom of the screen.
- Just Dance UK classes run throughout the year with the exception of national Bank Holidays, a long weekend for Easter/Summer and an annual 2-week break over the Christmas period.

Unlimited Monthly Pass - £70 per month

- The Unlimited Monthly Pass costs £70 per month for as many classes as your dancing heart desires, either online, in the studio or on demand (keep a lookout for your free access code contained in the automated email you receive when you buy your monthly pass).
- All monthly passes start on the date of purchase and expire exactly a month later (for example, if you purchase a monthly pass on 8th April, it will expire on 7th May).
- Once your pass expires, you are free to book another monthly pass or switch back to pay-as-you-go classes as you please.
- If you want to check when your monthly pass expires, just click on the

- small cog icon at the top left hand side of the screen (via the app), scroll down to where it says 'Membership info' and select 'Membership' and you'll be able to see both your start date and expiry there.
- You can cancel a class in exactly the same way that you book (up to 2 hours before the class start time) by going into the main menu, selecting 'classes', choosing the class you want to cancel and then hitting the green 'cancel' button at the bottom of the screen.
- Just Dance UK classes run throughout the year with the exception of national Bank Holidays, a long weekend for Easter/Summer and an annual 2-week break over the Christmas period.