

Body Joy Studio Subscription Terms and Conditions

1. Body Joy Studio

These subscription terms and conditions apply to subscriptions offered by Body Joy Studio.

Body Joy Studio

Trading name of Raniya

Klein Heiligland 84

2011 EJ Haarlem

Chamber of Commerce (KvK) number: 34248755

Email: bodyjoystudio@gmail.com

Telephone: 06-43042899

In these terms and conditions, Body Joy Studio is referred to as 'the studio'. The person who takes out a subscription is referred to as 'the participant'.

2. Scope

1. These terms and conditions apply to the One Class per Week Subscription and the Unlimited Subscription offered by Body Joy Studio.
2. Additional or different terms may apply to trial classes, single classes, private classes, class passes, workshops and individual projects.
3. These subscription terms and conditions can be viewed on the website and saved as a PDF before the subscription is purchased. After purchasing a subscription, the participant receives digital confirmation of the subscription.
4. By purchasing the subscription, the participant confirms that these terms and conditions have been read and accepted.
5. Statutory consumer rights always apply and cannot be restricted by these terms and conditions.

3. Formation and start of the subscription

1. The subscription takes effect after the participant has purchased it through the website and the first payment has been successfully processed.
2. The subscription begins on the start date selected at the time of purchase or agreed with the studio.
3. The subscription is personal and cannot be transferred to another person.
4. The participant is responsible for providing correct contact and payment details and for keeping these details up to date.
5. If the selected start date falls shortly before an extended no-class period, the studio and the participant may agree on a later start date.

4. One Class per Week Subscription

1. This subscription entitles the participant to one regular group class per teaching week in accordance with the annual schedule.
2. In principle, the participant reserves a fixed weekly Pilates, Barre or Belly Dance class.
3. The reserved place remains available for as long as the subscription is active and the participant meets the payment obligations.
4. The fixed class may be changed after consultation with the studio, provided that a place is available.
5. Each subscription year includes two additional regular group classes: one class in each of the two class types other than the participant's fixed weekly class. A subscription year begins on the start date and lasts twelve months.
6. The two additional classes may only be taken while the subscription is active. Participation is subject to availability and advance booking is required.
7. The two additional classes are personal and non-transferable. Unused additional classes expire at the end of the subscription year and cannot be refunded or carried over to a subsequent subscription year.
8. Special workshops, courses, performances, performance projects, private classes and other activities offered separately are not included in the subscription unless expressly stated otherwise.

5. Unlimited Subscription

1. The Unlimited Subscription provides access to the regular Pilates, Barre and Belly Dance group classes included in the subscription at that time.
2. Participation is subject to availability and advance booking is required.
3. The participant may book a maximum of three future classes at the same time.
4. Once a booked class has been attended or cancelled in time, another class may be booked.
5. Unlimited means that the participant may attend an unlimited number of regular classes per week within the current class offering. Participation remains subject to availability, and the subscription does not guarantee a place in every class requested.
6. Special workshops, courses, performances, performance projects, private classes and other activities offered separately are not included in the Unlimited Subscription unless expressly stated otherwise.

7. If the participant repeatedly fails to attend without cancelling in time, the studio may temporarily restrict booking privileges after issuing a warning.

6. Teaching year, holidays and monthly fee

1. The class schedule is based on approximately 41 teaching weeks per year. The exact number of classes may differ by fixed class day because of public holidays and the structure of the annual schedule.
2. The current no-class periods are listed in the Body Joy Studio annual schedule.
3. No regular classes are held during the school holidays, no-class public holidays and summer break listed in the annual schedule.
4. The subscription fee is based on the full teaching year and is divided into twelve equal monthly payments.
5. The monthly fee therefore continues during school holidays, no-class public holidays and the summer break.
6. The monthly fee is an average subscription contribution and is not payment for four separate classes in each calendar month.
7. No separate refund, discount or make-up class is provided for planned no-class periods listed in the annual schedule.

7. Booking and cancellation

1. Classes are booked through the Body Joy Studio online booking system or in another manner specified by the studio.
2. A booked class may be cancelled free of charge up to twelve hours before it begins.
3. If a class is cancelled less than twelve hours before it begins, or if the participant does not attend, the right to make up that class is forfeited.
4. The participant cancels the class through the booking system. If this is not possible because of a technical failure, the participant must contact the studio as soon as possible.
5. Participants are asked to book only classes they genuinely expect to attend, so that available places are not unnecessarily occupied.
6. Bookings outside the fixed weekly class are subject to availability. This includes, among other things, classes taken under the Unlimited Subscription, make-up classes and the two additional classes per subscription year.

8. Make-up classes under the One Class per Week Subscription

1. If the participant cancels the fixed class at least twelve hours in advance, that class may be made up within one month of the original class date.
2. A make-up class may be taken in another suitable regular group class and is subject to availability.
3. A make-up class cannot be guaranteed on a specific day or at a specific time.
4. Unused make-up classes expire after one month and cannot be refunded, transferred or accumulated indefinitely.
5. If the one-month period overlaps with a complete closure period of the studio, the make-up period is extended by the duration of that closure period.
6. Make-up classes may only be taken while the subscription is active. When the subscription ends, any outstanding make-up opportunities expire on the subscription end date.
7. A make-up class does not provide a fixed additional place in the class concerned.

9. Payment

1. The current monthly fee is stated with the subscription on the website.
2. The subscription fee is paid monthly in advance using the payment method selected at the time of purchase.
3. The first payment is made when the subscription is purchased, unless another start date or payment date has been agreed.
4. Subsequent payments are processed automatically on or around the same date each month.
5. The participant must ensure that the payment method provided remains valid and that sufficient funds or credit are available.
6. If an automatic payment fails, the participant will be asked to update the payment details or otherwise pay the outstanding amount.
7. For as long as an amount due remains unpaid, the studio may temporarily suspend access to classes and bookings after sending a payment reminder.
8. Suspension because of payment arrears does not extend the subscription term and does not affect the payment obligation.
9. Any statutory interest and debt collection costs will only be charged after the legally required free payment reminder and payment period have been provided.

10. Term

1. Both subscriptions have a minimum term of three months.
2. The minimum term begins on the subscription start date.
3. The subscription fee remains payable during the first three months, even if the participant temporarily does not attend classes, except where the statutory right of withdrawal applies or otherwise agreed in writing.
4. After the minimum term, the subscription automatically continues for an indefinite period.

5. During this indefinite continuation, the subscription may be cancelled as described in Article 11.

11. Cancelling the subscription

1. The participant may cancel the subscription by email to bodyjoystudio@gmail.com.
2. The studio will send confirmation of the cancellation, including the subscription end date.
3. During the minimum term, the participant may give notice in advance for the subscription to end when that minimum term expires.
4. After the minimum term, the subscription may be cancelled at any time, subject to a notice period of no more than one month.
5. The notice period begins on the date on which the studio receives the cancellation.
6. If the participant gives notice too late for the subscription to end on the final day of the minimum term, it will end no later than one month after the cancellation is received.
7. Amounts relating to the period after the valid end date will not be collected or, if already paid, will be refunded on a pro-rata basis.
8. Deleting an account, cancelling classes or blocking a payment method does not constitute valid cancellation of the subscription.

12. Statutory cooling-off period for online purchases

1. A consumer who purchases the subscription online generally has a statutory cooling-off period of fourteen days from the date on which the agreement is concluded and confirmed.
2. During this period, the participant may withdraw from the agreement without giving a reason.
3. Withdrawal may be submitted by email to bodyjoystudio@gmail.com or by using the model withdrawal form at the end of these terms and conditions.
4. If the participant expressly asks for the classes to begin during the cooling-off period, the studio may charge a proportionate amount upon withdrawal for services already provided.
5. If the participant has already attended classes during the cooling-off period, only an amount proportionate to the part of the agreement performed up to the time of withdrawal is payable. This amount is calculated on the basis of the agreed subscription price.
6. The studio will refund the remaining amount no later than fourteen days after receiving the withdrawal, using the same payment method unless the participant agrees to another method.
7. The request to begin classes during the cooling-off period will be presented to the participant separately and expressly and is independent of the general acceptance of these terms and conditions.
8. If the subscription is purchased in person at the studio rather than online, no statutory cooling-off period applies unless the studio confirms otherwise in writing.

13. Pausing because of illness, injury or pregnancy

1. A subscription cannot ordinarily be paused because of holidays, a busy schedule, work, relocation or other personal circumstances.
2. If a long-term medical inability to participate is expected to last at least four consecutive weeks, the participant may submit a written request for a temporary pause or another suitable solution.
3. The studio may request brief confirmation from a doctor, physiotherapist or other healthcare professional stating only that participation is temporarily not possible. Medical details or a diagnosis do not need to be disclosed.
4. A medical pause is considered on an individual basis and begins only after it has been confirmed by the studio in writing.
5. The confirmation will specify the start and end dates and the consequences for payment and the subscription term.
6. If pausing is not technically possible, the studio and the participant may agree on a reasonable alternative arrangement, such as an extension or temporary termination.
7. This article does not restrict any rights the participant has under mandatory law.

14. Cancellation or changes by the studio

1. The studio may replace an instructor or make an occasional change to the time, room or class content when reasonably necessary.
2. A change of instructor does not in itself entitle the participant to a refund or cancellation.
3. If the studio cancels a regular class outside the previously announced no-class periods, the studio will offer a replacement class, make-up opportunity or other equivalent solution, taking the type of subscription into account.
4. If no suitable replacement class or make-up opportunity can be offered to a participant with the One Class per Week Subscription, the studio will provide a reasonable adjustment or pro-rata refund.
5. If a fixed class is permanently discontinued, the studio will consult with the participant and offer a suitable alternative.
6. If no reasonable alternative can be offered, the participant may cancel the subscription in relation to the affected service. Any amount paid in advance for the period after cancellation will be refunded on a pro-rata basis.
7. The studio reserves the right to change the class schedule and the class times offered if there is insufficient interest in a class or if group size, availability of the teaching space, instructor availability, safety or other business circumstances make this necessary. As a result, a class may be discontinued, moved to another day or time, or replaced by another class time.

8. Permanent changes will be announced as early as reasonably possible. The studio will take the interests of participants into account as far as possible.

15. Force majeure

1. Force majeure means circumstances outside the reasonable control of the studio, such as government measures, serious damage to the premises, prolonged electricity or water supply problems, extreme weather conditions or the sudden long-term unavailability of the teaching space.
2. In the event of force majeure, the studio may temporarily offer an adjusted schedule, an alternative location, another instructor, an online class or another reasonable replacement service.
3. If the agreed classes cannot, or can barely, be provided for an extended period and no equivalent alternative is available, the studio and the participant will consult about a suitable solution.
4. If the services cannot substantially be provided for more than thirty consecutive days and no equivalent alternative is offered, the participant may cancel the subscription for the future.
5. Mandatory statutory rights to a refund or compensation remain unaffected.

16. Health and safe participation

1. The participant is responsible for assessing whether participation is physically appropriate.
2. In the event of doubt, illness, pregnancy, an injury or a medical condition, the participant is advised to seek medical advice before participating.
3. The participant informs the instructor before class of any relevant physical complaints or limitations so that these can be taken into account where possible.
4. The participant follows the instructor's directions and stops an exercise if pain, dizziness or other unusual symptoms occur.
5. Participation in movement classes involves normal risks. This provision does not restrict the studio's statutory liability.
6. The studio is not liable for the loss, theft of or damage to personal belongings unless this results from circumstances for which the studio is legally liable.

17. Conduct in the studio

1. Participants treat one another, the instructor, the premises and the equipment provided with respect.
2. Instructions relating to safety, hygiene, quiet or a pleasant class environment must be followed.
3. The studio may address conduct that is unsafe, intimidating, discriminatory, inappropriate or seriously disruptive.
4. In the event of serious or repeated unacceptable conduct, the studio may temporarily suspend participation or terminate the subscription, after a warning where the circumstances permit.
5. If the studio terminates the subscription because of seriously culpable conduct, there is no right to a refund for the period during which the subscription has already been used. Future automatic payments will stop from the valid end date. Any amounts paid in advance for the period after that date will be refunded on a pro-rata basis, unless a legally permitted set-off against demonstrable loss applies.

18. Price changes

1. The studio may change subscription prices because of general cost developments, inflation, changes in taxes or levies, premises costs or other demonstrable business developments.
2. The price will not be changed to the participant's disadvantage during the first three months of the subscription, except where the change results directly from legislation or regulations.
3. A price change will be announced by email at least one month before it takes effect.
4. The notice will state the current price, the new price and the effective date.
5. If a price increase is not solely the result of a statutory change in tax or levies, the participant may cancel the subscription before the increase takes effect.
6. A price change will not apply retrospectively.

19. Changes to these terms and conditions

1. The studio may amend these terms and conditions where there is a reasonable reason to do so, for example because of changes in legislation, the booking system, the services offered or business operations.
2. A change that materially disadvantages the participant will be announced at least one month before it takes effect.
3. The amended terms and conditions will be provided by email or by another method that allows the participant to save them.
4. If a change materially and adversely affects the participant's rights or obligations, the participant may cancel the subscription before the change takes effect.
5. Minor changes, such as corrections of obvious errors or updated contact details, do not create a separate right to cancel.

20. Privacy

1. The studio processes personal data to administer the subscription, records, payments, bookings and communications.

2. Further information about the processing and security of personal data is provided in the Body Joy Studio privacy statement.
3. Health information is processed only where necessary for safe participation and with appropriate care.

21. Complaints

1. Questions or complaints may be submitted to bodyjoystudio@gmail.com.
2. The participant should describe the complaint as clearly as possible and include the relevant class, date or payment.
3. The studio aims to provide a substantive response within fourteen days. If more time is required, the participant will be informed.
4. Submitting a complaint does not automatically suspend the payment obligation unless the studio confirms this in writing.
5. The parties will first try to resolve a dispute through mutual consultation.

22. Governing law

1. The agreement is governed by Dutch law.
2. Disputes will be submitted to the court that has jurisdiction under the law.
3. If any provision of these terms and conditions is invalid or unenforceable, the remaining provisions will remain in force. The invalid provision will be replaced by a valid provision that reflects the purpose and intent of the original provision as closely as possible.

Model withdrawal form

Complete and return this form only if you wish to withdraw from a subscription purchased online within the statutory cooling-off period.

To:

Body Joy Studio
Trading name of Raniya
Klein Heiligland 84
2011 EJ Haarlem
bodyjoystudio@gmail.com

I hereby give notice that I withdraw from the agreement for the following subscription:

Name of subscription:

Date on which the subscription was purchased:

Subscription start date:

Name of participant:

Address of participant:

Email address of participant:

Signature of participant, only if this form is submitted on paper:

Date: