

Queens in Kicks Membership Terms and Conditions

1. MEMBERSHIP

1.1. MEMBERSHIP ELIGIBILITY

- 1.1.1. Membership at Queens in Kicks is open to individuals over the age of 16 and to all skill levels.
- 1.1.2. Members must adhere to the company's policies and demonstrate respect to each other and team members.

1.2. ENROLMENT

- 1.2.1. Upon joining Queens in Kicks, you may be asked by a team member to come in for an induction. This is so we can clearly outline your goals and help you gain the most out of your membership.

1.3. DURATION

- 1.3.1. Once you have joined, your membership will automatically renew monthly on the same day of each month.

2. FEES AND PAYMENTS

2.1. MEMBERSHIP FEES

- 2.1.1. Membership Fees vary depending on the type of membership you are on. As of September 2024, the prices are:

BRONZE – £50

SILVER – £70

GOLD – £85

- 2.1.2. Once you have purchased your membership, your monthly price will stay the same. If prices of memberships increase, you will be able to stay on the current price you originally purchased.
- 2.1.3. If you decide to cancel your membership on a lower price than the current standard fee, you will not be able to rejoin with the discounted price and must pay the current standard fee. Queens in Kicks reserve the right to change members fees with a 60-day written notice.

2.2. PAYMENT TERMS

- 2.2.1. If your payment fails, you will have a 7-day grace period where we will try and take payment from you again. If you fail to pay within these seven days, your membership will be cancelled, and you will lose out on all member benefits. We will

treat this as a cancellation, in which you must pay the missed payment plus your 30-day notice.

2.3. REFUNDS

2.3.1. Membership fees are non-refundable once the billing cycle has commenced.

3. TERMINATION AND SUSPENSIONS

3.1. VOLUNTARY TERMINATION

3.1.1. Members may cancel their membership by providing a written notice 30 days in advance to the desired cancellation date. This notice can be submitted via email to members@queensinkicksofficial.co.uk.

3.1.2. All remaining fee's must be paid within your 30 days' notice.

3.1.3. If you fail to pay your 30 days' notice, you will not be able to return to Queens in Kicks until arrears are paid in full.

3.2. INVOLUNTARY TERMINATION

3.2.1. Queens in Kicks reserves the right, at its sole discretion, to terminate a member's membership for any reason that we deem appropriate. This may include, but is not limited to:

3.2.1.1. If a member violates any of the policies or rules outlined in these Terms and Conditions, including but not limited to the Code of Conduct, payment obligations, or health and safety requirements.

3.2.1.2. If a member engages in behavior that is deemed disruptive, harmful, or unsafe to other members, instructors, staff, or the company's operations. This includes but is not limited to harassment, violence, theft, or the destruction of property.

3.2.1.3. If a member fails to pay membership fees or any other outstanding charges within the specified time frame, despite reminders and notices.

3.2.1.4. If a member provides false or misleading information during the registration process or at any time during their membership.

3.2.1.5. If a member repeatedly fails to adhere to the health and safety guidelines set by Queens in Kicks, including but not limited to the disclosure of relevant health conditions or failure to follow safety protocols during activities.

- 3.2.1.6. If a member's actions are deemed detrimental to the reputation, integrity, or interests of Queens in Kicks.
- 3.2.2. Upon termination, the member will immediately lose access to all Queens in Kicks' facilities, classes, and events.
- 3.2.3. No refunds will be issued for any remaining membership period or unused services.
- 3.2.4. The member may be liable for any damages or outstanding balances owed to Queens in Kicks.
- 3.2.5. The decision to terminate a membership involuntarily is at the sole discretion of Queens in Kicks and is final. The terminated member will have no right to appeal the decision.

3.3. EFFECT OF TERMINATION

- 3.3.1. Upon termination of a membership, whether voluntary or involuntary, the following conditions will apply:
 - 3.3.1.1. The member will immediately lose all access to Queens in Kicks' Membership Benefits, including but not limited to facilities, classes, workshops, events, and any other benefits associated with the membership.
 - 3.3.1.2. Unless otherwise specified in these Terms and Conditions, the member will not be entitled to any refunds for the remaining duration of their membership, including any prepaid fees for classes or events not yet attended.
 - 3.3.1.3. The member remains responsible for settling any outstanding balances owed to Queens in Kicks up to the date of termination. This includes unpaid membership fees, charges for missed payments, or any other agreed-upon fees.
 - 3.3.1.4. Liability for Damages: The member may be held liable for any damages caused to Queens in Kicks' property or reputation as a result of actions leading to the termination. Queens in Kicks reserves the right to pursue compensation for such damages.
 - 3.3.1.5. Any confidential or proprietary information shared with the member during their membership must continue to be kept confidential even after termination. The member is prohibited from using such information for personal gain or disclosing it to any third parties.
 - 3.3.1.6. In the case of voluntary termination, a member wishing to rejoin Queens in Kicks may be required to go through the full enrollment process again. In

cases of involuntary termination, rejoining may not be permitted or may be subject to specific conditions as determined by [Queens in Kicks.

3.3.2. The effects of termination as outlined above are final and binding. The terminated member will have no further rights or claims against Queens in Kicks following the termination of their membership.

3.4. SUSPENSIONS

3.4.1. Members may request to temporarily suspend their membership for a maximum of three months due to medical reasons or other valid circumstances.

3.4.2. A suspension request must be submitted in writing to members@queensinkicksofficial.co.uk and approved by QINKs Team Member a month in advance to the desired suspension date.

3.4.3. All suspension requests will be approved entirely at the Discretion of Queens in Kicks.

3.5. REASONABLE ADJUSTMENTS

3.5.1. If you are ever under financial difficulty, we will always strive to help. If you have any questions or concerns about your capacity to pay, please contact a team member and we will always strive to help you as best as we can.

4. MEMBER CONDUCT

4.1. CODE OF CONDUCT

4.1.1. All members must adhere to Queens in Kicks' Code of Conduct. To read the policy in full, visit www.queensinkicksofficial.co.uk/codeofconduct

4.2. BOOKING AND ATTENDANCE

4.2.1. Cancellations by the client must be made at least 12 hours before the class start time. Cancellations within the specified timeframe will receive a class credit for future use.

4.2.2. If you need to cancel under this timeframe, please let a staff member know. Class Credit will be given under the discretion of Queens in Kicks.

4.2.3. For a class to run, there must be at least 3 participants booked on. If there is less than 3 booked on 3 hours before the class start time, the class will be cancelled. In the event of a class cancellation, your class will be credited back to you for future use.

4.2.4. Failure to attend a booked class without prior cancellation or rescheduling will be treated as a no-show and will result in the loss of class credit.

4.2.5. All Qinks Members have priority booking on all our services. To avoid disappointment, book as early in advance as possible.

4.3. DRESS CODE

4.3.1. All participants are expected to wear appropriate dance attire that allows for freedom of movement and promotes safety during classes and rehearsals.

4.3.2. Well-maintained dance shoes appropriate for the style of dance being taught are required.

4.3.3. Costumes and dance attire should be appropriate for the age and style of dance being performed.

4.3.4. Clothing should be appropriate for a dance studio environment and free from offensive language, images, or symbols.

4.4. HEALTH AND SAFETY

4.4.1. All members should adhere to the Health and Safety policy. Read more at www.queensinkicksofficial.co.uk/healthandsafety.

5. COMPANY RIGHTS AND RESPONSIBILITY

5.1. CLASS SCHEDULING

5.1.1. Queens in Kicks reserve the right to modify class schedules, instructors and locations with adequate notice.

5.2. RIGHT TO REFUSE MEMBERSHIP

5.2.1. Queens in Kicks reserves the right, at its sole discretion, to refuse or revoke membership to any individual for any reason that we deem appropriate. This may include, but is not limited to:

5.2.2. Failure to adhere to the company's Code of Conduct or any other policies outlined in these Terms and Conditions.

5.2.3. Behaviour that is disruptive, harmful, or poses a threat to the safety and well-being of other members, instructors, or staff.

5.2.4. Providing false or misleading information during the registration process.

5.2.5. Any conduct that we believe could damage the reputation and/or integrity of Queens in Kicks.

5.2.6. If membership is refused or revoked, any paid membership fees will be refunded on a pro-rata basis, except in cases where the refusal or revocation is due to a violation of these Terms and Conditions or misconduct, in which case no refund will be provided.

5.2.7. Decisions to refuse or revoke membership are final and not subject to appeal.

5.3. COMMUNICATION

5.3.1. Queens in Kicks will use the following channels to communicate important information, updates, and notices to members:

5.3.1.1. Queens in Kicks' Official WhatsApp Group Chat: Members will be added to a dedicated WhatsApp group chat upon joining the company. This group will be used for real-time updates, class reminders, and quick communication regarding any urgent matters.

5.3.1.2. Members Area: Members will have access to a secure Members Area on the Queens in Kicks website. This area will contain important information such as schedules, event details, and any official announcements. It is the member's responsibility to regularly check the Members Area for updates.

5.3.1.3. Email: Official communications, including payment reminders, policy updates, and detailed notices, will be sent to the email address provided by the member during registration. Members are expected to ensure that their email address is up to date and to check their inbox regularly.

5.3.2. Members consent to receive communications through the channels listed above. Queens in Kicks will not be held responsible for any missed communications due to a member's failure to check these channels regularly.

5.4. LIABILITY WAIVER

5.4.1. All members must sign a liability waiver before joining onto a membership.

5.5. PRIVACY AND DATA PROTECTION

5.5.1. Queens in Kicks is committed to protecting the privacy and personal information of its members. Our Privacy and Data Protection Policy outlines how we collect, use, store, and protect your personal information in accordance with applicable data protection laws. To read the policy in full, visit www.queensinkicksofficial.co.uk/privacypolicy.

6. INTELLECTUAL PROPERTY

6.1. Ownership

6.1.1. All content created or provided by Queens in Kicks, including but not limited to choreography, class materials, videos, music compilations, logos, branding, website content, and promotional materials, is the exclusive intellectual property of Queens in

Kicks. Members do not acquire any ownership rights to this content by virtue of their membership.

6.2. USE OF MATERIALS

6.2.1. Members are granted a limited, non-exclusive, non-transferable license to access and use Queen's in Kicks materials solely for personal use in connection with their participation in classes, workshops, and events.

6.2.2. This license does not permit any commercial use, reproduction, distribution, public display, or creation of derivative works from these materials without prior written consent from Queens in Kicks.

6.3. PHOTOGRAPHY AND VIDEO

6.3.1. Members may take photographs, videos, or audio recordings during classes, workshops, or events, for the use of tracking progress.

6.3.2. If members are posting on social media, tag Queens in Kicks' appropriate Social Media channels.

6.3.3. Queens in Kicks may take photographs, videos, or recordings of classes, workshops, events, or performances for promotional, educational, or archival purposes. By participating in these activities, members consent to being photographed or recorded and agree that Queens in Kicks may use their likeness without compensation for any lawful purpose, including marketing and promotional materials.

6.4. COPYRIGHT AND TRADEMARKS

6.4.1. All trademarks, service marks, logos, and copyrighted materials used in connection with Queens in Kick's services are the property of Queens in Kicks or their respective owners. Members agree not to use, copy, or reproduce any of these materials without express permission from the rightful owner.

6.5. PROTECTION OF INTELLECTUAL PROPERTY

6.5.1. Members acknowledge that Queen in Kicks' intellectual property is valuable and must be protected. Any unauthorized use or infringement of Queen in Kicks' intellectual property may result in immediate termination of membership and could lead to legal action.

6.6. SUBMISSION OF IDEAS

6.6.1. If a member submits any ideas, suggestions, or feedback to Queen in Kicks regarding classes, choreography, or other services, Queen in Kicks is free to use, disclose, and incorporate these submissions without any obligation to compensate the member. Members agree that any such submissions become the property of Queen in Kicks.

7. DISPUTE RESOLUTION

7.1. INITIAL RESOLUTION EFFORTS

7.1.1. In the event of any dispute, controversy, or claim arising out of or relating to your membership, participation in Queens in Kicks' activities, or these Terms and Conditions, both parties agree to first attempt to resolve the issue informally through direct communication. Members should bring any concerns or complaints to the attention of Queens in Kicks' management as soon as possible.

7.2. MEDIATION

7.2.1. If the dispute cannot be resolved informally within 30 days of the issue being raised, either party may request that the dispute be referred to mediation. Mediation will be conducted by a neutral third-party mediator mutually agreed upon by both parties. The mediation will take place in the Queens in Kicks Studio, and the costs of mediation will be shared equally by both parties.

7.2.2. The mediation process is confidential, and any statements or offers made during mediation cannot be used as evidence in any subsequent legal proceedings.

7.3. WAIVER OF CLASS ACTION

7.3.1. Any dispute resolution process will be conducted on an individual basis only. Members waive their right to participate in any class action or collective lawsuit against Queens in Kicks. This means that members cannot combine their claims with those of other members or individuals.

7.4. GOVERNING LAW

7.4.1. This Dispute Resolution clause and any disputes arising under it shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of laws principles.

7.5. FINALITY AND CONFIDENTIALITY

7.5.1. The outcome of any complaint will be final and binding, and the parties agree to keep the dispute resolution proceedings and any resulting decisions confidential, except as may be required by law.

8. AMENDMENTS TO THE TERMS

8.1. RIGHT TO AMEND

8.1.1. Queens in Kicks reserves the right to amend, modify, or update these Terms and Conditions at any time, at its sole discretion. Any changes made will be effective

immediately upon posting on the Queens in Kicks website or other communication channels.

8.2. NOTIFICATION OF CHANGES

8.2.1. Members will be notified of any significant changes to these Terms and Conditions through the communication channels provided in these Terms, including email, the Official WhatsApp Group Chat, or the Members Area on the website. It is the responsibility of the members to review these notifications and stay informed of any changes.

8.3. CONTINUED MEMBERSHIP:

8.3.1. By continuing to use Queens in Kicks' services or maintaining membership after any amendments have been posted, members agree to be bound by the revised Terms and Conditions. If a member does not agree with any of the amendments, they must notify Queens in Kicks in writing and may choose to terminate their membership in accordance with the existing termination provisions.

8.4. REVIEW OF TERMS

8.4.1. Members are encouraged to regularly review these Terms and Conditions to stay informed of any updates or changes. The latest version of the Terms and Conditions will always be available on the [Company Name] website.

8.5. EFFECTIVE DATE

8.5.1. Each amendment will indicate the effective date at the top of the revised Terms and Conditions. Members are deemed to have accepted the revised terms from the effective date unless they notify Queens in Kicks otherwise.

9. GOVERNING LAW

9.1. APPLICABLE LAW

9.1.1. These Terms and Conditions, and any disputes arising out of or related to your membership or participation in Queens in Kicks' activities, shall be governed by and construed in accordance with the laws of the United Kingdom without regard to its conflicts of law principles.

9.2. JURISDICTION

9.2.1. Any legal action, suit, or proceeding arising out of or relating to these Terms and Conditions or the membership shall be brought exclusively in the courts located in Manchester, United Kingdom.

9.2.2. By agreeing to these Terms and Conditions, members consent to the jurisdiction and venue of such courts.

9.3. ENFORCEMENT

9.3.1. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to reflect the parties' original intent as closely as possible.

9.4. WAIVER OF JURY TRIAL

9.4.1. To the extent permitted by law, members and Queens in Kicks agree to waive any right to a jury trial in any legal action or proceeding arising out of or related to these Terms and Conditions.

10. ACCEPTANCE OF TERMS

10.1. AGREEMENT TO TERMS

10.1.1. By signing up for membership or using Queens in Kicks' services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. Your continued membership and participation constitute your acceptance of these Terms.

10.2. MODIFICATION OF TERMS

10.2.1. Your acceptance of these Terms and Conditions includes acceptance of any amendments or updates made to them, as described in the "Amendments to the Terms" section. You are responsible for reviewing these Terms periodically to stay informed of any changes.

10.3. BINDING EFFECT

10.3.1. These Terms and Conditions are binding upon you, your heirs, legal representatives, and permitted assigns. They constitute a legally enforceable agreement between you and Queens in Kicks.

11. MISCELLANEOUS

11.1. SEVERABILITY

11.1.1. If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified or deleted to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

11.2. ENTIRE AGREEMENT

11.2.1. These Terms and Conditions, together with any documents referenced herein, constitute the entire agreement between you and Queens in Kicks regarding your membership and participation in its activities. They supersede all prior agreements, understandings, and representations, whether written or oral, regarding the subject matter.

11.3. NO WAIVER

11.4. No failure or delay by Queens in Kicks in exercising any right, power, or privilege under these Terms and Conditions shall operate as a waiver of that right, power, or privilege. A waiver of any provision or breach of these Terms and Conditions shall not be deemed a waiver of any other provision or subsequent breach.

11.5. ASSIGNMENT

11.5.1. Queens in Kicks may assign its rights and obligations under these Terms and Conditions to any third party without notice to or consent from you. You may not assign your rights or obligations under these Terms and Conditions without the prior written consent of Queens in Kicks.

11.6. FORCE MAJEURE

11.6.1. Queens in Kicks shall not be liable for any failure to perform its obligations under these Terms and Conditions if such failure results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or other force majeure events.

11.7. HEADINGS

11.7.1. The section headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of any provision.

12. CONTACT INFORMATION

12.1. For any questions or concerns regarding these Terms and Conditions, please contact Queens in Kicks at enquiries@queensinkicksofficial.co.uk, or through our contact form on the website.