

The Unity Centre refunds policy

This policy forms part of any purchase or service agreement between you (the purchaser) and us (Unity Lewes CIC trading as The Unity Centre). In this policy

- “appointment” is the time period allocated to any service provided by us and paid for by you including, but not limited to, a scheduled or advertised session with any Unity therapist or practitioner and any timetabled or advertised Unity class, workshop or other event provided by us, AND
 - “refund” is the partial or complete return of funds to a payer’s own bank account or credit/debit card account and does not include the return or crediting of funds to a Unity account.
1. **You may make a claim for a refund if**
 - a. we cancel or postpone an appointment or we sell you an item of goods that is faulty or not fit for its described purpose AND
 - b. we are unable to provide you with a suitable alternative AND
 - c. you are not able to accept our offer of credit for the same amount to be placed in your Unity account for future use.
 2. **We will not refund you if your claim arises because**
 - a. you miss an appointment OR
 - b. you fail to attend an appointment within 5 minutes of its scheduled or advertised start time or within the stated grace period for that appointment if such a grace period is explicitly stated by us OR
 - c. you give us fewer than 24 hours’ notice of your cancellation or postponement of an appointment unless such cancellation or postponement is for reasons of medical emergency OR
 - d. we begin an appointment after the scheduled or advertised start time but begin it within 15 minutes of that time.
 3. **In exceptional cases, despite what is laid out in clause 2 above, a Unity manager may agree at their own discretion and without establishing precedence to provide a whole or partial refund but if such a discretionary refund is for more than £50, we will charge you a £5 refund administration fee and will automatically deduct that fee from any amount to be refunded to you.**
 4. **We will not charge you a refund administration fee for an agreed refund if**
 - a. the refund totals £50 or less, before any administration fee is applied OR
 - b. the refund is for an appointment that has not taken place because we have cancelled it or have been unable to start it within 15 minutes (except in cases of medical

emergency or of equal gravity) and we accept that we have been unable to provide a suitable alternative OR

- c. we have otherwise been unable to provide the service or item of goods as paid for and accept that we have been unable to provide a suitable alternative OR
- d. you have specific medical reasons or other mitigating reasons of similar gravity for being unable to attend an appointment and you have provided evidence of such medical or other mitigating reasons should we have requested such evidence and we accept that we have been unable to provide a suitable alternative.

5. We will not provide a refund and managers will not consider a discretionary refund

- a. to anyone other than the original payer OR
- b. for any gift card or gift voucher OR
- c. to any studio member or spa member for any period of unexpired membership except as stated in that member's terms of membership OR
- d. for any payment made to any individual or business other than us or our provider Mindbody taking payment on our behalf; for clarity and by way of example we are not liable in any way for failures, faults or cancellations by any third party
 - i. where you have paid that third party directly OR
 - ii. where we have taken payment on the third party's behalf but are not the provider of their service or goodseven if you are receiving that third party's service on our premises.

6. Any refund agreed by us will only be made directly to your bank account or credit/debit card account and may only be made by one of our managers at their discretion. Please note that

- a. we are unable to provide cash refunds
- b. we are only able to make a refund to the account of the person who originally paid
- c. our staff other than managers are not able to agree, approve or process refunds.

The refund administration fee is a fair charge designed to offset the service charges that we have to pay for both your original payment and for making a refund, plus the staff time taken to manage your original purchase and your refund claim.

Your rights under the Consumer Rights Act 2015 remain and are not affected by this policy.

This version of this policy is dated 14 November 2023. We reserve the right to change any aspect of this policy at any time without informing you.