

SOULcare Memberships

MEMBERSHIP TERMS AND CONDITIONS

One-month rolling membership | Cancel at any time

Provider	SOUL Wellness C.I.C., trading as SOUL Wellness Hub & Café
Address	The Former Methodist Church, Burnley Road, Sowerby Bridge, Halifax, West Yorkshire, HX6 2TL
Contact	info@soulwellnesshub.com +44 1422 836973
Effective date	01 September 2023

Please read these terms before joining. They explain how your membership starts, renews and ends, how payments work, and the rules for using SOULcare benefits.

A. Key terms at a glance

Start date	Your membership begins on the day your purchase is confirmed.
Rolling term	There is no fixed minimum term. The membership continues one Membership Month at a time.
Renewal and payment	Payment is taken automatically on the same numerical date each month, or on the last day of a shorter month.
Cancel any time	Cancel through the member portal or by a clear email to us. No cancellation fee applies.
After cancellation	Your membership stays active until the end of the Membership Month already paid for. The next payment will not be taken, provided we receive cancellation before it is processed.
Bookings	Benefits are subject to advance booking, availability, safety requirements, plan limits and the General Terms and Conditions.
Monthly benefits	A benefit described as “per month” is available once in each calendar month and resets on the first day of the next calendar month.

1. About these terms

These Membership Terms and Conditions (the “Membership Terms”) apply to every SOULcare membership supplied by SOUL Wellness C.I.C., trading as SOUL Wellness Hub & Café (“SOUL”, “we”, “us” or “our”), to an individual member (“you” or “your”).

Your contract consists of: (a) these Membership Terms; (b) the plan name, price, benefits, limits and other information shown to you at checkout and in your confirmation (the “Plan Description”); (c) our General Terms

and Conditions, insofar as they apply to bookings, treatments and use of our facilities; and (d) any health, safety or facility rules made available before use.

If there is a conflict, the Plan Description takes priority for the price and benefits you purchased; these Membership Terms take priority for membership billing, renewal and cancellation; and mandatory consumer law always takes priority. Nothing in these terms affects your statutory rights.

2. Definitions

“Calendar Month” means the period beginning on the first day of a named month and ending on its final calendar day. “Membership Month” means each billing and access period beginning on the Start Date or a Renewal Date and ending immediately before the next Renewal Date. “Renewal Date” means the monthly anniversary of the Start Date, adjusted under clause 6.3 where a month has no corresponding date. “Start Date” means the date on which we confirm your purchase. “Facilities” includes the activities, classes, spaces, treatments and equipment included in your Plan Description.

Calendar Months determine when benefits described as “per month” reset. Membership Months determine billing, renewal and the date on which access ends following ordinary cancellation. These periods may begin and end on different dates.

3. Eligibility and membership account

- You must be at least 18 years old to buy a membership. Individual Facilities may have additional age or eligibility requirements.
- You must provide accurate, current contact, payment and health information and keep it updated.
- Membership is personal to you. You must not share your account, booking access or benefits, or transfer or resell a session, unless we agree in writing.
- You are responsible for keeping your member-portal login secure and for notifying us promptly if you suspect unauthorised use.

4. Joining and contract formation

Your order is an offer to buy the selected plan. A binding contract is formed when we accept the order and send confirmation, or when we first make membership benefits available, whichever happens first. We may refuse an order for a lawful reason, including an obvious pricing error, inability to supply the plan, safety concerns or suspected misuse; if payment has already been taken, we will refund it.

Membership begins on the Start Date. By asking us to activate it immediately, you expressly request that we begin supplying the service during any statutory cooling-off period. Clause 8 explains the effect of that request.

5. Plans and benefits

Your Plan Description identifies the benefits included, usage limits and monthly price. Your checkout and confirmation are the authoritative record of the plan you purchased. Prices advertised for new members do not alter the price of an existing membership.

- All Facilities and classes are subject to advance booking, availability, opening hours, instructor or practitioner availability, maintenance, capacity, safety checks and any applicable eligibility rules.
- “Unlimited” means subject to reasonable personal use and the booking limits in the Plan Description. It does not guarantee availability. Unless otherwise stated, infrared-sauna use is limited to one session of up to one hour per member per day.

- A benefit described as “per month” or “monthly” - for example, one float session per month - is available once during each Calendar Month while your membership is active. It resets on the first day of each new Calendar Month, regardless of your Start Date or Renewal Date.
- Monthly benefits are not pro-rated for a partial Calendar Month. If membership starts or ends part-way through a Calendar Month, the full stated monthly allowance is available while the membership is active during that month, subject to booking availability and all other terms.
- A weekly allowance must be booked and used during the relevant Monday-to-Sunday week. Unused monthly or weekly allowances expire without refund or cash value and do not roll over, unless the Plan Description expressly says otherwise.
- Only activities expressly included in your Plan Description are covered. Food, drink, retail products, external practitioners, special events and other services are excluded unless expressly stated.

6. Monthly price, payment and automatic renewal

6.1 You must pay the monthly price shown at checkout. Prices include any applicable VAT unless stated otherwise.

6.2 You authorise us and our payment provider to charge your chosen payment method on the Start Date and automatically on every Renewal Date until the membership ends. There is no fixed minimum term and no cancellation charge.

6.3 The Renewal Date normally has the same numerical day as the Start Date. If a month has no corresponding date, payment is due on that month’s final calendar day. The next Renewal Date will again use the original numerical day where possible. For example, a membership starting on 31 January renews on the last day of February and then on 31 March.

6.4 Renewal payment buys the next Membership Month. We do not take a payment earlier than its Renewal Date unless you expressly agree to a different arrangement.

6.5 You must keep a valid payment method on file. Your bank or payment provider may apply its own charges, which are outside our control.

7. Cancelling your rolling membership

7.1 You may cancel at any time, without giving a reason and without a cancellation fee, by using the cancellation option in the member portal or by emailing info@soulwellnesshub.com with a clear statement that you want to cancel. You may also contact us using the details at the start of these terms.

7.2 Cancellation stops automatic renewal. Your membership will remain active until the end of the Membership Month already paid for, and you may continue using the remaining benefits for that period, subject to these terms. We will not take the following month’s payment if we receive cancellation before that payment is processed.

7.3 If you cancel on a Renewal Date after the renewal payment has already been processed, that payment covers the new Membership Month and the membership will end immediately before the following Renewal Date. This does not affect any statutory cancellation or refund right.

7.4 We will acknowledge cancellation in writing and state the date on which membership will end. For online cancellation we aim to acknowledge within 24 hours; for other methods, within three working days.

7.5 Unless required by law, cancelling does not create a refund for a partly used Membership Month or for unused benefits. If we take a payment after an effective cancellation in error, we will refund it promptly.

8. Statutory cooling-off rights

8.1 If you buy online, by telephone or away from our premises, you will normally have a legal right to cancel within 14 days after the contract is made. You may exercise that right by any clear statement, including through the member portal or by email. You do not have to use a particular form or give a reason.

8.2 If you ask for membership access to begin during the cooling-off period and then cancel within it, we may deduct or charge only the proportionate amount permitted by law for services supplied before cancellation. If no services or benefits have been supplied or used, we will refund the payment in full. Any refund due will be made within 14 days after we are informed of your cancellation, using the original payment method unless agreed otherwise.

8.3 If the law gives you more favourable rights, those rights apply. Nothing in clause 7 restricts this clause or any right under the Consumer Rights Act 2015.

9. Bookings, cancellations and attendance

Membership does not itself reserve a place. You must book each session or class through the available booking channel and comply with the booking confirmation and our General Terms and Conditions.

- If you cannot attend, you must cancel within the notice period stated for that booking. A late cancellation or non-attendance may be treated as use of the relevant allowance and may lead to proportionate booking restrictions where repeated.
- Arrive in sufficient time to complete check-in and safety steps. Late arrival may shorten the session or mean we cannot safely admit you.
- A booking is for the named member only. We may request reasonable proof of identity or active membership.
- Membership benefits cannot be combined with another offer unless the offer expressly permits it.

10. Health, safety and responsible use

Our services support general wellbeing and are not a substitute for medical diagnosis, advice or treatment. You remain responsible for deciding whether a Facility is suitable for you and for obtaining medical advice where appropriate.

- Complete any consultation or consent information accurately and tell us promptly about relevant changes in your health, medication, pregnancy or physical condition.
- Follow staff instructions, hygiene requirements, displayed rules and reasonable safety limits at all times. Do not use a Facility while under the influence of alcohol or non-prescribed drugs, or where doing so would be unsafe.
- Stop immediately and seek assistance if you feel unwell. We may refuse or stop use where reasonably necessary to protect you or another person.
- Treat staff, practitioners and other customers respectfully. Harassment, abusive behaviour, deliberate damage, unsafe conduct or serious disruption is not permitted.

Where we refuse a particular session for a genuine health or safety reason, we will act reasonably. That decision does not automatically entitle you to a refund of the whole membership, but your statutory rights remain unaffected.

11. Changes to your plan

Changes requested by you

You may request an upgrade or downgrade through the member portal or by contacting us. The effective date, any pro-rated charge or credit, and the benefits available will be shown or confirmed before the change takes effect. Unless otherwise confirmed, a downgrade takes effect on the next Renewal Date.

Price changes

A change to the price advertised for new members does not change your existing recurring price. If we propose to change the price of your existing membership in the future, we will give at least 30 days' clear written notice. An increase will not take effect before a Renewal Date. The notice will explain the new price, when it starts and how to cancel. If you do not wish to accept it, you may cancel before the first payment at the new price.

Reasonable changes to services

We may make reasonable changes to timetables, instructors, equipment, booking processes, opening hours or Facility rules for safety, legal, operational or service-improvement reasons. We will not materially reduce the core benefits of your paid Membership Month without a reasonable alternative, credit or proportionate refund. For a significant continuing reduction, we will give reasonable notice and allow you to cancel before it takes effect.

12. Failed payments

If a payment fails, we may notify you and retry the payment. Membership access may be suspended while payment remains overdue. We will not charge a late-payment or collection fee unless it is lawful, fair, proportionate and disclosed before it is incurred. If payment is not resolved within a reasonable period, we may end the membership by written notice. You remain responsible for sums properly due for a period already supplied, subject to your legal rights.

13. Suspending or ending membership

We may suspend or end membership immediately where reasonably necessary because of serious or repeated breach, fraud, sharing or resale of benefits, abusive or dangerous behaviour, material health or safety risk, or unlawful activity. Where the issue can reasonably be corrected, we will normally explain it and give you an opportunity to do so first.

We may also end a plan or all memberships for operational reasons by giving at least 30 days' notice where reasonably possible. We will refund any prepaid amount covering the period after the end date. If we end membership because of your serious breach, any refund will be determined fairly in light of services already supplied and losses we can lawfully recover.

14. Facility closures and events beyond our control

We are not responsible for delay or failure caused by events outside our reasonable control, such as utility or internet failure, severe weather, fire, flood, epidemic, industrial action or government restriction. We will take reasonable steps to minimise disruption. If a closure materially prevents use for a significant part of a paid Membership Month, we will offer an appropriate extension, credit, alternative or proportionate refund where required by law.

15. Liability

15.1 We are responsible for foreseeable loss or damage caused by our breach of contract or failure to use reasonable care and skill. Loss is foreseeable if it was obvious that it would happen or both parties knew it might happen when the contract was made.

15.2 We do not exclude or limit liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or your statutory rights under the Consumer Rights Act 2015.

15.3 We are not responsible for loss that is not foreseeable, for business loss suffered by a consumer, or for loss caused by your failure to follow reasonable instructions or disclose relevant health information, except to the extent we caused or contributed to that loss.

15.4 You should secure personal belongings. We are not responsible for loss or damage to belongings unless caused by our failure to use reasonable care.

16. Personal information

We process personal information in accordance with applicable data-protection law, including the UK GDPR and Data Protection Act 2018, and our privacy notice. We may share necessary payment information with our payment provider and necessary booking or health information with staff or service providers involved in safely delivering your membership. Please see the current privacy notice on our website for purposes, legal bases, retention and your rights.

17. Complaints

Please raise any concern promptly using the contact details at the start of these terms so that we have a reasonable opportunity to resolve it. We will acknowledge the complaint and aim to provide a substantive response within a reasonable time. We will provide information about any applicable alternative dispute resolution scheme where the law requires us to do so. You retain the right to pursue a claim through the courts.

18. Changes to these Membership Terms

We may update these terms for legal, regulatory, safety, security or reasonable operational reasons. We will give reasonable advance written notice of a change that materially disadvantages you. Such a change will take effect no earlier than your next Renewal Date, unless the law or an urgent safety or security issue requires otherwise. You may cancel before it takes effect. Changes will not retrospectively remove benefits already paid for.

19. General legal terms

19.1 We may transfer our rights and obligations to another organisation if this does not reduce your rights. We will tell you in writing. You may not transfer your membership without our written agreement.

19.2 This contract is between you and us. No other person has a right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

19.3 If a court finds part of these terms unlawful or unenforceable, the remaining parts continue in force. If we delay enforcing a right, we may still enforce it later.

19.4 Notices to you may be sent to the latest email or postal address you provide. Please send membership cancellation through the channels in clause 7; other notices may be sent using the contact details at the start of these terms.

19.5 These terms, the Plan Description, the applicable General Terms and Conditions, and documents expressly referred to in them form the agreement between us concerning your membership.

20. Governing law and courts

These terms and your membership are governed by the laws of England and Wales. If you live in England or Wales, the courts of England and Wales will have jurisdiction. If you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts. Any mandatory consumer protections that apply where you live remain unaffected.

Schedule 1. Practical examples and cancellation wording

The following examples are included to make the rolling term and cancellation process easier to understand. They do not replace the full terms above or the Plan Description supplied at checkout.

Cancellation example

If your membership starts on 12 September, it normally renews on the 12th of each month. If you cancel on 27 October, your membership continues until immediately before 12 November and no payment is taken on 12 November. If the 12 November payment has already been processed before your cancellation is received, membership continues until immediately before 12 December, subject to any statutory refund right.

Calendar-month benefit example

If your plan includes one float session per month and your membership starts on 20 September, you may use one float between 20 and 30 September. The allowance resets on 1 October, when a new calendar-month float becomes available, even though your payment does not renew until 20 October. Each monthly allowance must be used while the membership is active and expires at the end of that Calendar Month if unused.

Cooling-off cancellation wording

To cancel during the statutory cooling-off period, you may send the following or any other clear statement: “I give notice that I cancel my SOULcare membership. Name: [name]. Email used for purchase: [email]. Purchase date: [date].