



## The Physio and Pilates Clinic Terms and Conditions

### **INTRODUCTION**

Welcome to The Physio and Pilates Clinic. We believe that exercise should be inspiring, fun, safe and for every walk of life at any stage of life.

### **CLINIC TERMS AND CONDITIONS**

By signing up to participate in our classes, you agree to be bound by our Terms and Conditions set out below (**Terms and Conditions**).

If you do not agree with any of these Terms and Conditions, please do not participate in our classes.

We reserve the right to change, update or reissue these Terms and Conditions at any time. Any such changes will be posted to our Website and you agree to be bound by such changes.

References to “we”, “us” and/or “our” in these Terms and conditions is a reference to Studio Pilates International Pty Ltd and its’ related entities, affiliates and franchisees (as relevant).

#### **1. Medical Warning**

Prior to undertaking any new form of exercise, you should consult with your doctor or other healthcare practitioner to ensure that you are mindful of your current health and any restrictions that may be appropriate for you.

When participating in our classes, do not over exert yourself and work at your own pace. Stop immediately if you feel pain or discomfort. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

You must notify your instructor if you have any pre-existing injuries or medical conditions which may impact upon your ability to perform the exercises in our classes.

By undertaking any exercise program (including the use of any equipment purchased from us), you acknowledge that you do so at your own risk that that the creators, producers, instructors and distributors of our exercise programs (together with their servants and agents) will not be liable for any personal injury, loss or liability of whatsoever nature arising as a result of, or in connection with, your undertaking of any such exercise program or following advice contained on our website or given by our instructors.

## **2. Prices and Booking**

Our current prices and timetables are displayed on our Website. From time to time, our prices may change and these will be notified on the Website.

To sign up to participate in our classes, you must create an account with us. Your account will be governed by these terms and conditions, our Website Terms of Use, and Privacy Policy.

There are a set number of spaces in each class. To attend a class, you must reserve a space. Bookings can be made online, via our website or smart phone app, or by calling or emailing.

### **3. Cancellation Policy**

To cancel a booking, you must notify your clinic at least 12 hours prior to the commencement of the class. Cancellations made with less than 12 hours notice will incur the full cost of the class booked.

Class bookings can be cancelled online by logging into your account and choosing to unreserve the class you wish to cancel.

### **4. Class Waitlists**

No availability in a class? No problem! If you are unable to book a spot because the class is full, register yourself on the waitlist and when a spot becomes available, you will be notified via email and automatically booked into the workout. Please ensure you check your email for your waitlist confirmation.

As a courtesy, if you are no longer available to attend the class, please remove yourself from the waitlist online or via the smart phone app. Once you have been confirmed in the class from the wait list, our 12 hour courtesy policy applies and a cancellation fee will apply if cancelled within this time.

### **5. Class Packs**

All classes must be pre-paid before attending. You may do this when booking your place in a class, via a pre-paid pack or as a casual attendee.

The sale of each class pack is subject to specific terms and conditions applicable to the type of membership which you hold, part of which can include a minimum commitment period, time limitations and/or class attendance limitations.

A class pack entitles the holder of the pack attendance at classes offered by the particular Studio which sold the pack.

Class packs are non-transferrable between holders, and may not be sold, traded, gifted, shared, provided or otherwise transferred to any person other than the purchaser.

Each class pack contains a strict expiry date. If the number of classes for which the class pack entitles attendance have not been used by the holder before the expiry date, then those classes will expire and no refund will be given for any unused classes.

The sale of a class pack is final. The Physio and Pilates Clinic does not offer any refunds, transfers, suspensions or extensions on class packs for illness, injury, change of mind, user error, change of address, unsuitability or any other reason.

Current prices and expiry time frames for each type of class pack can be found on our website and may be amended from time to time.

## **6. Referral Credit**

When you refer a friend to the clinic The Physio and Pilates Clinic will gift you a semi private class to enjoy with your friend.

## **7. Gift Vouchers**

Gift vouchers are limited to the current dollar value held on the voucher and are not redeemable for cash.

We bear no responsibility for loss or theft of Gift Vouchers. All Gift Vouchers have a strict expiry date. Unredeemed balances on Gift Vouchers are not refundable.

Gift Vouchers may not be returned, resold or used for any unauthorised advertising, marketing, sweepstakes or other promotional purpose.

## **8. Class Schedules**

Class Schedules will be displayed online via the website and booking system, you will be notified if any of the class times change, or if more are added.

## **9. Conditions of Entry**

The Physio and Pilates Clinic reserves the right to refuse entry to, or eject from our clinic, clients or others who are behaving in an anti-social, intoxicated, disorderly, aggressive, offensive or dangerous manner or in any manner which may threaten the security of our clients or other people.

In order to minimise disruption during classes held at the clinic, we recommend that you aim to arrive at least 5 minutes prior to the scheduled commencement time of a Class. Once the class has started, your reformer may be given to someone on the waitlist.

For hygiene purposes, socks must be worn at all times during your workout. Grip socks are available for purchase in studio.

## **10. Personal Safety and Acceptance of Risk**

By attending our clinic and participating Pilates classes, you will be performing physical activity and exercise which has an inherent risk of personal injury. Participating in Pilates is undertaken at your own risk.

You must inform instructors if there are any risks to your health by participating in Pilates, including in a Class, such as if you have a pre-existing injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement. Participating in any form of exercise at our clinic with a Medical Condition is done entirely at your own risk.

You acknowledge that your participation in any form or exercise at our clinic may involve risks, including risk of personal injury.

The Physio and Pilates Clinic instructors are not medically trained and are therefore not qualified to assess whether clients are in good physical condition and/or that clients can engage in exercise without detriment to their health, safety, comfort or physical condition. Clients are advised to seek medical advice prior to commencing any exercise program if they are in any doubt about their ability to engage in exercise.

By participating in our classes, you agree that our liability in relation to *recreational services* (as that term is defined in section 139A of the *Competition and Consumer Act 2010* (Cth)) for any death, physical or mental injury (including aggravation, acceleration or recurrence of any such injury), the contraction, aggravation or acceleration of a disease, the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community, that may be suffered by you as a result of the supply of recreational services by The Physio and Pilates Clinic is hereby excluded, save that this limitation of liability does not apply to significant personal injury suffered by you as a result of reckless conduct by The Physio and Pilates Clinic in supplying the recreational services.

You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes in order to ensure that Pilates practice is undertaken in accordance with The Physio and Pilates Clinic best practice.

## **11. Payment**

It is your responsibility to ensure there are sufficient funds available in your nominated bank account or credit card to cover the cost of purchasing any class packs or other products from us.

If a payment is declined for any reason, we reserve the right to process payment anytime where sufficient funds are available in the nominated bank account or credit card in order to settle any fees that are owed. If an auto-debit is declined due to insufficient funds, our payment provider will charge for any failed transactions. This fee will be passed on to you approximately 7 days after the failed payment.

We are in no way responsible for additional fees that you may incur from your bank in relation to processing payment of fees.

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