



Pilates Terms and Conditions of Service template

Grounded Studio Pilates trading as Whisper Kelpies and Livestock Services (we, us and our), has developed and makes available Pilates and related programs to clients (our Services).

These Terms and Conditions of Service (Terms), as may be amended by Grounded Studio Pilates from time to time, apply to supply of the Services and to each client's use of those services wherever You, our client lives. If you are a client and you are a resident of:

- A. Australia, the Privacy Policy at ANNEXURE A applies;
- B. the European Union, supplementary terms at ANNEXURE B relating to the GDPR apply;
- C. the United States, supplementary terms at ANNEXURE C apply.

1. Grounded Studio Pilates complies with the Australian Consumer Law and Fair Trading Act 2012 No. 21 of 2012, Authorised Version No. 032. Grounded Studio Pilates observes the operation of these laws and your rights under them. The services are offered to you further to these laws.

2. Grounded Studio Pilates reserves the right to change hours of operation, services offered and all fees and charges, at any time, at its sole discretion and without prior notice to you. Any such changes will be notified to you through either a newsletter published from time to time, the website, notices in the studio and/or mailing / emailing to your last known address.

3. You are bound by and have to uphold the "Rules and Regulations" which set expectations about your behaviour and conduct. You have been provided with a copy of the current Rules and Regulations. The Rules and Regulations may be changed or updated by Grounded Studio Pilates at any time at its sole discretion and without prior notice.

4. It is your responsibility to ensure that you correctly operate any studio facilities or equipment. If you are in doubt as to how to correctly operate or use any studio facilities or equipment, you must consult a Grounded Studio Pilates staff member for assistance.

5. No one has made any representations (whether verbal or written) to induce you to enter this Agreement and that no verbal agreements or understandings have been made with Grounded Studio Pilates. All terms in relation to the provision of services are set out in this Agreement.

6. You must inform Grounded Studio Pilates of any change in your contact details, bank accounts or credit card details for payment, or any other information relevant to your use of the services.



7. Entry to Grounded Studio Pilates:

A valid credit must be presented at reception prior to entry into the studio. Entry will not be permitted without a valid credit.

8. You will receive opt-out marketing correspondence via electronic transmission on a regular basis which may include (but is not limited to) newsletters and promotional material. You may unsubscribe at any time.

9. The Rules and Regulations, and the interpretation thereof, are at the sole discretion of management. You should ensure that you are familiar with the current Rules & Regulations and Terms and Conditions which can be found online at our website (www.groundedstudiopilates.com.au).

COOLING-OFF PERIOD

10. Except to the extent that consumer laws provide you with more generous cooling off terms, where you have entered into an Agreement for a Minimum Term, there is a seven (7) Day Cooling-Off Period that begins on the (Join) date the agreement is signed, during which time you may terminate your agreement by delivering written notice to Grounded Studio Pilates. The following charges will apply:

(a) The cost of services provided by Grounded Studio Pilates to you during this Cooling Off Period, and;

(b) An Administration Fee of \$5.00.

MINIMUM AGE

11. Use of Grounded Studio Pilates is limited to persons who are at least 16 years of age.

12. Clients less than 16 years of age must be supervised by an adult when using the studio facilities. If you are under 16 years of age, your parent or guardian must complete your pre-exercise screening form.

CANCELLATION OF YOUR DIRECT DEBIT

13. Your direct debit agreement may be cancelled by Grounded Studio Pilates if you do not adhere to the Rules and Regulations, your behaviour in Grounded Studio Pilates is deemed unacceptable, or for any other reason that the management of Grounded Studio Pilates decides is applicable. Grounded Studio Pilates reserves the right to refuse future services to you in these circumstances.

20. You may cancel your direct debit agreement at any time by giving 4 weeks written notice by email to Grounded Studio Pilates. Address your email to



groundedstudiopilates@gmail.com.

Your cancellation notice must include the following information:

- Your full name as it appears on the direct debit agreement
- The date you wish your cancellation to take effect. This must be at least 2 weeks after the date you send the email.

SICKNESS OR INCAPACITY

14. If you become unable to use the studio facilities by reason of medical/physical incapacity you will need to provide Grounded Studio Pilates with a medical certificate from a qualified medical practitioner clearly stating that you are unable to exercise. Any cancellation will include the following charges:

(a) The cost of services already provided by Grounded Studio Pilates, and;

(b) An Administration Fee of \$5.00.

PERSONAL TRAINING AND THERAPIST SERVICES

15. From time to time, Grounded Studio Pilates may make available within the studio premises service providers that are separate and distinct entities from Grounded Studio Pilates (and whom are not in partnership or agents or in any way related to the Grounded Studio Pilates (Third Party Providers). Third Party Providers may offer services such as personal training, nutrition consultation and/or massage. Any claim you may have as a result of an act or failure to act by such a licensee (whether or not payment has been made to the licensee) will be brought against and will be the responsibility of that licensee.

You engage Third Party Providers at your own risk and hereby release, indemnify and keep indemnified [studio], its representatives, employees, agents, or other members of the studio's personnel, from any claim by you as a result of an act or omission by the Third Party Provider.

You must notify Grounded Studio Pilates immediately if you have a claim against a licensee. Grounded Studio Pilates will always assist, where possible, to resolve any conflict or issues with licensees.

16. Personal trainers and therapists are available at Grounded Studio Pilates and their services shall be taken up at your sole discretion.

BOOKINGS AND APPOINTMENTS

17. If you are unable to attend a scheduled session booking or appointment, fees may apply.

i. Private Pilates sessions - you will be charged the full fee for the session if you cancel less than 24 hours in advance of the scheduled session start time.



ii. Pilates Semi-Private Sessions - Sessions are not able to be cancelled or rescheduled. If you are unable to attend your scheduled session you will not receive a refund or credit.

PHYSICAL CONDITION

18. You are required to complete a pre-exercise screening form. You must notify Grounded Studio Pilates of any change in your health and fitness (including pregnancy) so that your training regime can be appropriately modified.

19. Any advice and/or recommendation by a Grounded Studio Pilates, Pilates Instructor / Employee is not intended to constitute medical diagnosis or treatment, nor should it be relied on as a suggested course of medical treatment for a particular condition. If you are in doubt, you should obtain medical advice prior to commencing any exercise program.

20. You must not use any Grounded Studio Pilates facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, sores, or minor infections where there is a risk (however small) to other you and guests.

ASSUMPTION OF RISK

21. You are aware that the use of the premises and its facilities and your participation in Pilates sessions conducted by Grounded Studio Pilates may involve strenuous activity and special risks.

22. You warrant that you are physically able to participate in any sessions or fitness programs, or use any studio facilities in which you have chosen to participate and have not been advised otherwise by your medical practitioner. You further warrant that you have no pre-existing medical condition that would otherwise prevent you from using the studio facilities and/or participating in any sessions or fitness programs.

You understand that you will be engaging in activities that may involve risk of personal injury or illness and which may also involve the risk of economic/property loss and damage. You also understand that there may be risks involved that are not known to you or to Grounded Studio Pilates or may not be foreseen or reasonably foreseeable at this time or at the time of using the studio facilities or participating in the sessions/fitness program. You assume the foregoing risks including risk of any negligence by Grounded Studio Pilates and its respective owners, directors, officers, employees or agents, and accept personal responsibility for any injury (including but not limited to personal injury and disability), illness, damage, loss, claim, liability or expense of any kind or nature, that you may suffer arising out of or in connection with the use of studio facilities or participation in classes/fitness programs by you, or any minor/person under your supervision, care or control.



LIMITATION OF LIABILITY

23. You hereby release and forever discharge from all Grounded Studio Pilates actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses howsoever arising that you may have incurred arising from or in connection with your use of Grounded Studio Pilates facilities and equipment, or from being on studio premises to the fullest extent permitted by law and whether caused or contributed to (directly or indirectly) by any act of negligence, breach of duty or default/omission on the part of Grounded Studio Pilates and its respective owners, directors, officers, employees or agents.

24. You agree that Grounded Studio Pilates will not be liable for any loss, damage or theft of any of your (or your guest's or children's) property except where caused by the gross negligence of Grounded Studio Pilates. Further, Grounded Studio Pilates will not be liable for any death, personal injury or illness occurring on studio premises or as a result of use of facilities or equipment, except to the extent that it arises from the gross negligence of Grounded Studio Pilates and its respective owners, directors, officers, employees or agents.

PAYMENT TERMS

25. A monthly Direct Debit may be paid by a nominated bank account or credit card. Payments made by credit card will attract a credit card processing fee.

26. Should you fail to inform Grounded Studio Pilates of changes to your payment details or your payment details are declined when Grounded Studio Pilates processes a payment, you assume responsibility for fees incurred by Grounded Studio Pilates seeking payment to which they are contractually entitled. You also assume all debt recovery costs incurred by the Grounded Studio Pilates in the event of non payment for services.

27. Should any payments, fees or other debts remain due but unpaid from any source, Grounded Studio Pilates may suspend your use of the studio services until all fees and other debts are paid in full. If payment is not received your use of the studio services and facilities may be cancelled.

Grounded Studio Pilates engages the services of a Debt Collection agency to manage client accounts with an outstanding debt and reserves the right to invoke a reasonable Administration Fee on overdue accounts.

28. All fees and charges are subject to Clause 2 of this Agreement. Grounded Studio Pilates may amend the fees at any time but endeavour to provide reasonable notice to you in the event of changes.

29. SPECIFIC ACKNOWLEDGMENTS (All clients undertaking monthly direct debit payments must acknowledge and agree to the following.)

- i. Your nominated bank account or credit card is debited every 28 days. Your bank reference will show as Grounded Studio Pilates on the debit statement.



ii. Your direct debit will continue until you cancel your by providing Grounded Studio Pilates with four (4) weeks written notice. Your direct debit will then be cancelled after one (1) further 28-day debit cycle.

iii. Whenever a payment is declined or returned unpaid, the outstanding amount, together with an Administration Fee will be charged to you.

iv. Payments will continue to be debited until the direct debit is cancelled by you in writing. You will be notified of the date the debits will cease when the cancellation request is received and approved by Grounded Studio Pilates.

v. By signing a direct debit agreement you also agree to our direct debit payment gateway provider, MINDBODY Inc. Service Agreement terms and conditions.

REMOTE PILATES SESSIONS (live and pre-recorded online sessions)

31. The terms of this agreement that pertain to class participation apply equally to remote sessions attended by students in their own space. However, students attending virtually should exercise diligence in considering a suitable space free from obstructions, sharp objects and trip hazards

32. Sessions will be recorded for legal purposes and will not be used for public use without your consent and knowledge.

RULES AND REGULATIONS

CODE OF CONDUCT

You must adhere to the code of conduct to maintain a safe and enjoyable environment. Please respect the wellbeing and safety of each other while on the studio premises and comply with Occupational Health and Safety requirements of the studio.

Any internal signage displayed around the studio should be treated as part of the Rules and Regulations and Code of Conduct. If you are in breach of the Code of Conduct, Grounded Studio Pilates reserves the right to terminate your access to services and take further action if deemed appropriate.

DAMAGE TO PROPERTY

If you (or your child) cause damage to equipment or any property of Grounded Studio Pilates you will be held liable for damages.



DRESS CODE

Activewear is recommended. You must wear grip socks whilst using the studio equipment. Grounded Studio Pilates reserves the right to refuse entry if it is deemed the clothing is not suitable for exercise.

EQUIPMENT

All equipment must be returned to its proper place after use; in all areas of the studio and in all sessions.

BEHAVIOR

If your behaviour is deemed unacceptable in the studio, you may receive a written warning and future actions may result in termination of your use of the studio services and facilities.

PRIVACY AND SECURITY

During or immediately prior to your becoming a client, we may obtain certain personal information (such as about your health and your financial position). Grounded Studio Pilates will only use, disclose or deal with such information in accordance with its Privacy Policy, which can be provided to you or accessed at the Grounded Studio Pilates website (www.groundedstudiopilates.com.au). Additionally, for safety and security reasons Grounded Studio Pilates may use surveillance in common areas. You may not make any recording or take any photograph of any person without the authorisation of that person.

Grounded Studio Pilates may take photos and footage of the studio for promotional usage, in which you may be visible. By using the services and facilities you consent for such images and footage to be used in promotional and other business-related material deemed appropriate unless otherwise advised in writing.

PREGNANCY

For your safety, if you become pregnant please let your instructors know before each session.



GUARANTEES

MONEY BACK GUARANTEE

We are confident that our Pilates program will help you achieve your desired **Result** within a specific timeframe. In the unlikely event that you have fulfilled your **Commitment**, as detailed below, and still don't achieve the **Result** promised by the program within the timeframe, we offer a full refund on the Fee you pay us for the Services (less any merchant fees or other transaction fees which are incidental to your purchase of the Services).

We offer this refund on the following basis:

Conditions of Refund:

- You Document and agree on your **Result** & Timeframe with us in writing prior to commencing your program (the "**Result**").
 - **Result:** [Insert specific measurable outcome, e.g. reduced pain, improved flexibility, or weight loss]
 - Timeframe: [Insert specific timeframe, e.g., 12 weeks]

- To achieve your **Result**, you must fulfil the following commitments (collectively described as your **Commitment**):

[Pilates instructor - please insert other requirements you want your prospective customer to complete, for example:

- Attend 2 x 45-minute in-person Pilates sessions each week
- Do 2 x 10-minute home exercise program each week
- Make agreed lifestyle changes to get 7-8 hours sleep, manage stress or other similar things to support wellbeing
- SMS selfie of you doing your home workout each time within 10 minutes of doing it
- Document your progress each week
- Respond to all my SMS within 24h
- Show up on time, every time for each session.]
- You document your **Commitment**
- At the completion of your program, email a request in writing to refund the Fee.
- We will refund the Fee in no greater than [5] business days from confirming your request in the event that you have achieved your **Result** AND honoured your **Commitment**

Limitations:

- We cannot guarantee **Results** if you do not fulfil your **Commitment** or if there are medical contraindications.



- We reserve the right to deny a refund if we believe that you have not followed the program requirements or have not acted in good faith.

ANNEXURE A

Grounded Studio Pilates Privacy Policy

THIS POLICY APPLIES TO AUSTRALIAN CLIENTS ONLY

1. Introduction

Grounded Studio Pilates provides Pilates services further to the Terms of Service. You will find definitions of the defined terms used in this Privacy Policy in the Terms of Service. This Privacy Policy applies to Australian clients only.

We may collect information on our website or by way of email or telephone call with our sales representatives. Use of the Services and collection of individual's information in these ways is subject to this Privacy Policy, which are standards we have in place to protect the personal information we collect that is necessary and incidental to providing the Services and to our day-to-day operations. This Privacy Policy accords with the Australian Privacy Principles, as they apply to the handling of "Personal Information" as that term is defined, under the Privacy Act 1988 (Cth). When we refer to "Personal Information" in this policy, we are adopting the same definitions as the Privacy. By publishing this Privacy Policy, we aim to make it easy for our clients and the public to understand what Personal Information we collect and store, why we do this, how we receive and/or obtain that information, and the rights an individual has with respect to their Personal Information in our possession. We will update this policy as needed from time to time. We publish our Privacy Policy on our website (Grounded Studio Pilates). We may do things in addition to what is stated in this Privacy Policy to comply with the Australian Privacy Principles, and nothing in this Privacy Policy shall deem us to have not complied with the Australian Privacy Principles.

2. Application – who and what our policy applies to

Our Privacy Policy addresses how we handle Personal Information and Private Data as those terms are defined further to the Privacy Act. We handle Personal Information in our own right and reserve the right to handle it also for and on behalf of our clients and other third parties. Personal Information includes information collected and/or stored in physical or digital form. If at any time an individual provides Personal Information or other information about someone other than himself or herself, the individual warrants that they have that person's consent to provide such information for the purpose specified. We do not accept enrolments from people under the age of 18 and we do not knowingly collect personal data from minors without first obtaining parental consent.

3. Information We Collect

We collect Personal Information necessary and incidental to providing the Services and to our day-to-day operations. This information allows us to identify who an individual is for the purpose of our business, to share Personal Information, contact an individual in the course of our business and transact with that individual.



Without limitation, the type of information we may collect includes Personal Information (such as personal details including name, location, date of birth, nationality, family details and other information defined as “Personal Information” in the Privacy Act that allows us to identify who an individual is); Contact Information (such as email address, physical address, telephone numbers and other information that allows us to contact an individual), Financial Information (being information related to an individual such as any bank or credit card details used to transact with us and other information that allows us to transact with the individual and/or provide them with our services), Technical Information (being IP Addresses of users accessing our systems, actions of users on our website and other digital information created by an individual’s use of our online systems, Statistical Information (being information about an individual’s online and offline preferences, habits, movements, trends, decisions, associations, memberships, finances, purchases and other information for statistical purposes and any other information an individual sends us or that is sent to us by others about the individual’s activities. We may collect other Personal Information about an individual, which we will maintain in accordance with this Privacy Policy. We may also collect non-Personal Information about an individual such as information regarding their computer, network and browser. Where non-Personal Information is collected the Australian Privacy Principles do not apply.

4. How is information collected

Most information will be collected in association with a client’s online enrolment and use of our website and online session delivery platform. However, we may also receive Personal Information from sources such as advertising, an individual’s own promotions, public records, mailing lists, contractors, staff, recruitment agencies and our business partners. In particular, information is likely to be collected as follows:

- a. Enrolment: When a user enrolls or engages in another process whereby they enter Personal Information details in order to receive or access something, including our services;
- b. Sharing with other clients: When a client provides Personal Information to other users of our website, online platform, or otherwise engages with other past or current consumers of our services;
- c. Supply: When an individual supplies us with goods or services;
- d. Contact: When an individual contacts us in any way;
- e. Access: When an individual accesses us physically we may require them to provide us with details for us to permit them such access. When an individual accesses us through the internet we may collect information using cookies (if relevant – an individual can adjust their browser’s setting to accept or reject cookies) or analytical services; and/or
- f. Pixel Tags: Pixel tags enable us to send email messages in a format customers can read and they tell us whether mail has been opened.



g. During the course of providing Pilates services: because we encourage clients to share their experience with one-another and we may record these experiences in writing, or in audio or visual form.

Because there are many contexts in which we may collect Personal Information, we cannot list them all, but will endeavour to communicate that this is what we are doing and that our clients and prospective clients are aware when their Personal Information is being collected. If we obtain someone's Personal Information by accident, we will either delete or destroy it or inform the person whose information it is.

5. When Personal Information is used or disclosed

a. We endeavour not to use any Personal Information other than for the purpose for which it was collected other than with an individual's permission. The purpose of collection is determined by the circumstances in which the information was collected and/or submitted. We will only process Personal Information when we can identify a lawful basis to do so. It is always our responsibility to ensure that we can demonstrate which lawful basis applies to the particular processing purpose.

b. The most common lawful bases relied upon are with an individual's consent and when we have legitimate interests. We will only rely upon express, clear and informed consent. We will keep a record of when and how we got consent from an individual, which you may revoke at any time upon written request, except in relation to the image/likeness waiver clients complete as part of their enrolment which is a precondition to your enrolment. We will only rely upon an identifiable legitimate interest where we can demonstrate that the processing of Personal Information is necessary to achieve it by balancing it against the individual's interests, rights and freedoms. We will keep a record of our legitimate interests assessments.

c. We will retain Personal Information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

d. If it is necessary for us to disclose an individual's Personal Information to third parties in a manner compliant with the Australian Privacy Principles in the course of our business, we will inform you that we intend to do so, or have done so, as soon as practical.

e. We will not disclose or sell an individual's Personal Information to unrelated third parties under any circumstances, unless the prior consent of the individual is obtained.

f. Information is used to enable us to operate our business, especially as it relates to an individual. This may include: provision of goods and services between an individual and us, verifying an individual's identity, communicating with an individual about our services, their relationship with us or offers, marketing and promotions from either us or our partners, investigating any complaints made by or about an individual or alleged or actual breaches of our Terms and Conditions of Service, or as required or permitted under any law.

g. There are some circumstances in which we must disclose an individual's information: these are where we reasonably believe that an individual may be engaged in fraudulent,



deceptive or unlawful activity that a governmental authority should be made aware of; as required by any law (including the Privacy Act); and/or in order to sell our business (in that we may need to transfer Personal Information to a new owner).

h. We will not disclose an individual's Personal Information to any entity outside of Australia that is in a jurisdiction that does not have a similar regime to the Australian Privacy Principles or an implemented and enforceable privacy policy similar to this Privacy Policy. We will take reasonable steps to ensure that any disclosure to an entity outside of Australia will not be made until that entity has agreed in writing with us to safeguard Personal Information as we do.

i. We may utilise third-party service providers to communicate with an individual and to store contact details about an individual. These service providers may or may not be located in Australia.

j. An individual who uses our online platform or our website from outside of Australia will be sending information (including Personal Information) to where MINDBODY Inc. digital information servers are located, and possibly to other countries where our servers are located. That information may then be transferred within these aforementioned countries or back out of these countries to other countries outside of the individual's country of residence, depending on the type of information and how it is stored by us. These countries may not necessarily have data protection laws as comprehensive or protective as those in your country of residence, however our collection, storage and use of Personal Information will at all times continue to be governed by this Privacy Policy.

6. Opting in and out

An individual may opt to not have us collect their Personal Information. This may prevent us from offering them some or all of our services and may terminate their access to some or all of the services they access with or through us. Where relevant, the individual will have the right to choose to have information collected and/or receive information from us (Opt In); or the individual will have the right to choose to exclude themselves from some or all collection of information and/or receiving information from us (Opt Out).

7. Security

a. Our Data Protection Officer is appointed to oversee this Privacy Policy and compliance with the Privacy Act. This officer may have other duties within our business and also be assisted by internal and external professionals and advisors. You may contact our Data Protection Officer at groundedstudiopilates@gmail.com in the first instance, or by writing to us at our registered address, 40 Downey Street, Alexandria, 3714.

b. We will take all reasonable precautions to protect an individual's Personal Information from unauthorised access. This includes appropriately securing our physical facilities and electronic networks. We use SSL encryption to store and transfer Personal Information. Despite this, the security of online transactions and the security of communications sent by electronic means or by post cannot be guaranteed. Each individual that provides information to us via the internet, over the phone or by post does so at their own risk. We cannot accept



responsibility for misuse or loss of, or unauthorised access to, Personal Information where the security of information is not within our control.

c. We are not responsible for the privacy or security practices of any third party (including third parties that we are permitted to disclose an individual's Personal Information to in accordance with this policy or any applicable laws) unless otherwise required by the Privacy Act. The collection and use of an individual's information by such third parties may be subject to separate privacy and security policies.

d. If an individual suspects any misuse or loss of, or unauthorised access to, their Personal Information, they should let us know immediately.

e. We are not liable for any loss, damage or claim arising out of another person's use of the Personal Information where we were authorised to provide that person with the Personal Information.

f. Where there is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information, then:

i) We will immediately establish the likelihood and severity of the resulting risk to wider rights and freedoms of natural persons;

ii) If we determine there is a risk from the security breach, then we will immediately notify the relevant supervisory authority and provide all relevant information on the particular breach, and by no later than 72 hours after having first become aware of the breach;

iii) If we determine there is a high risk from the security breach (a higher threshold than set for notifying supervisory authorities), we will immediately notify the affected individuals and provide all relevant information on the particular breach without undue delay.

g. We will document the facts relating to any security breach, its effects and the remedial action taken, and investigate the cause of the breach and how to prevent similar situations in the future.

8. Accessing and amending information

a. Subject to the Australian Privacy Principles, an individual has the right to request from us the Personal Information that we have about them, and we have an obligation to provide them with such information as soon as practicable, and by no later than 28 days of receiving the written request. The individual is free to retain and reuse their Personal Information for their own purposes. We may be required to transmit the Personal Information directly to another organisation if this is technically feasible.

b. If an individual cannot update their own information, we will correct any errors in the Personal Information we hold about an individual within 28 days of receiving written notice from them about those errors, or two months where the request for rectification is complex.



c. It is an individual's responsibility to provide us with accurate and truthful Personal Information. We cannot be liable for any information that is provided to us that is incorrect.

d. Where a request to access Personal Information is manifestly unfounded, excessive and/or repetitive, we may refuse to respond or charge an individual a reasonable fee for our costs incurred in meeting any of their requests to disclose the Personal Information we hold about them. Where we refuse to respond to a request, we will explain why to the individual, informing them of their right to complain to the supervisory authority and to a judicial remedy without undue delay and at the latest within 28 days.

e. We may be required to delete or remove all Personal Information we have on an individual upon request in the following circumstances:

i) Where the Personal Information is no longer necessary in relation to the purpose for which it was originally collected and/or processed;

ii) When the individual withdraws consent;

iii) When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing;

iv) The processing of the Personal Information was otherwise in breach of the GDPR;

v) The Personal Information has to be erased in order to comply with a legal obligation; and/or

vi) The Personal Information is in relation to a child.

f. We may refuse to delete or remove all Personal Information we have on an individual where the Personal Information was processed for the following reasons:

i) To exercise the right of freedom of expression and information;

ii) To comply with a legal obligation for the performance of a public interest task or exercise of official authority.

iii) For public health purposes in the public interest;

iv) Archiving purposes in the public interest, scientific research historical research or statistical purposes; or

v) The exercise or defence of legal claims.

9. Complaints and Disputes

If an individual has a complaint about our handling of their Personal Information, they should address their complaint in writing to The Data Protection Officer at



groundedstudiopilates@gmail.com or at the Company's registered postal address, details of which are found on our website.

If we have a dispute that relates in any way to an individual's Personal Information, we must first attempt to resolve the dispute directly amongst ourselves. Any proceedings should be commenced in Victoria, Australia.

If we become aware of any unauthorised access to an individual's Personal Information we will inform them at the earliest practical opportunity once we have established what was accessed and how it was accessed.

10. Contacting individuals

From time to time, we may send important notices, such as changes to our terms and conditions of service and our policies. Because this information is important to the individual's interaction with us, they may not opt out of receiving these communications.