



Pilates Terms and Conditions

Grounded Studio Pilates trading as Sage Wellness Pty Ltd (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:

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 \$10.00.

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.

14. 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



15. 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** - Private sessions require at least **24 hours' notice** to cancel or reschedule. Late cancellations or no-shows will incur the full session fee.

ii. **Pilates Classes:** Cancellations or reschedules made within **12 hours** of your booked class will result in the class being forfeited. No refunds or credits will be issued.

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 weekly Direct Debit may be paid by a nominated bank account or credit card. Payments made by credit card.

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.

PRIVACY

Grounded Studio Pilates respects your privacy and handles your personal information in accordance with the Privacy Act 1988 (Cth). By becoming a client, you consent to the collection, use and storage of your personal information for the purposes of providing our services. Our full Privacy Policy is available on our website.

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.



STUDIO ETIQUETTE

Arrive 5 minutes before class. Late arrivals may not be admitted after class has started. Mobile phones on silent. Clean equipment after use. Wear grip socks (can be purchased at the studio prior to class commencing). Inform the instructor of any injury, illness or pregnancy before each class.

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.