



## **TERMS & CONDITIONS**

### **Definitions:**

In these Terms and Conditions:

Organic Pilates means Organic Pilates Pty Ltd (ABN 37 607 079 185). Terms means Terms and Conditions; and You means you, the person acquiring goods and services from Organic Pilates.

### **Basis of Terms and Conditions:**

These Terms and Conditions can be amended by Organic Pilates at any time. Reasonable effort will be made to inform clients of changes. Notification of changes will be made via email, published on our website, social media and in studio signage and announcements.

Acceptance of Terms and Conditions is a condition of entry. Continued use of the services and/or payment of membership fees is deemed to be acceptance of these Terms and Conditions.

Organic Pilates complies with the Privacy Act. We take the protection of your personal information seriously. If you have any questions about our Privacy Policy, or if you wish to request access to your personal information, correct or update your details or raise any privacy concerns you may have, please contact us at [hello@organicpilates.com.au](mailto:hello@organicpilates.com.au). The information that you provide to us is stored by our client management software system MindBody Online. Their Privacy Policy can be viewed online at <https://www.mindbodyonline.com/privacy-policy>

### **Terms & Conditions:**

1. Organic Pilates reserves the right to refuse entry.
2. Every possible effort is made to deliver classes and services on time as scheduled/advertised. However, the schedule is subject to change or cancellation without notice. Organic Pilates is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.
3. No late entry is permitted. Late entry is considered as any time after scheduled start time of each class.
4. Organic Pilates is not responsible for the safekeeping of your belongings.
5. All purchases are final. Organic Pilates does not offer refunds on services or products for change of mind, user error, injury, illness, change of address or any other reason.
6. All passes and memberships are non-transferable.
7. Class Cancellation may be made via the online booking system or mobile app up to 12 hours before all classes without penalty. Cancellations will not be accepted via phone or email. For clients

using casual class passes or class packages, if you do not attend a booked session or cancel within the early cancel window (12 hours prior to class time), that class will still be deducted from your class credit/package.

8. Late cancellations for those clients on a membership will lose their class pass.
9. Please late cancel if you are unable to attend a class to make your place available to others.
10. Pilates Gift cards can be redeemed for classes or memberships only. They are not redeemable for cash.
11. Massage Gift cards can only be redeemed for massage services. They are not redeemable for cash.
12. In attending classes at Organic Pilates, you agree that neither you, your heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Organic Pilates or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
13. We reserve the right to increase fees for equipment based casual classes and packages. We reserve the right to increase fees for memberships at any time after the minimum period of your agreement has ended. We will make a reasonable effort to notify clients of changes. Notification of changes will be made via email, published on our website, social media and in studio signage and announcements. Where we have made a reasonable effort to notify you of a fee increase, you authorise us to increase any debits from your nominated account.
14. Admittance is available from ten (10) minutes before the class. Please arrive at least five (5) minutes before class as there is no late admittance.
15. Listen carefully to and follow the teacher's instructions at all time.
16. Wipe the upholstery of the Reformers, Wunda Chair or your Mat and surrounding space before you leave the studio with provided cleaning items.
17. In attending Organic Pilates, you acknowledge that teachers may use tactile cueing and adjustments to maintain a safe Organic Pilates experience. Additionally, these cueing methods are used to deepen your learnings and grow your capabilities.

### **Equipment Based Class Packages (Reformer & Wunda Chair)**

(Includes Reformer & Wunda Chair based 5, 10, 20 and 50 class packages)

1. 5 and 10 class reformer packages expire in 6 months and all other classes expire 12 months after the activation of the pass. The activation date is the date of the first class booked or attended on the pass.
2. No refunds, transfers, suspensions or extensions are offered on unused portions of passes due to illness, user error, injury, change of address or any other reason.

### **Equipment Based Casual Classes (Reformer & Wunda Chair)**

1. The activation date is the date of the first class booked or attended on the pass.
2. No refunds, transfers, suspensions or extensions are offered due to illness, injury, change of address or any other reason.

### **Memberships**

1. Every possible effort is made to deliver classes and services on time as advertised. However, the schedule is subject to change or cancellation without notice. Organic Pilates is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.
2. The minimum term is eight consecutive weeks, except for the AA membership which is 12 consecutive weeks
3. The SILVER Membership is \$59/week allowing you two (2) scheduled group classes a week
4. The GOLD Membership is \$69/week allowing you three (3) scheduled group classes a week
5. The PLATINUM Membership is \$79/week allowing you seven (7) scheduled group classes a week
6. The AA Membership is \$89/week allowing you unlimited access to all scheduled group classes each week.
7. The OFF PEAK Membership is \$49/week allowing you three (3) classes at the 8am or 4pm time slots.
8. After eight (8) consecutive weeks, the membership will automatically continue on a weekly basis until Organic Pilates is advised by you via email ([hello@organicpilates.com.au](mailto:hello@organicpilates.com.au)) to terminate the membership. Two (2) business days notice is required to process cancellations.
9. Membership fees will be charged to your credit card or bank account once per week via a third party biller.
10. It is your responsibility to ensure there are sufficient funds available to cover the weekly auto-debit. Should a payment be declined for any reason, Organic Pilates reserves the right to process payment at anytime to settle any debt owed. If an auto-debit is declined due to

insufficient funds, the transaction will fail which requires additional administration and yields additional bank costs. Unfortunately, Ezidebit is unable to absorb these costs and applies a \$11.90 fee for these failed transactions. This fee is debited 7 days after the failed payment. Organic Pilates is not responsible for any fees charged due to failed payment. Should Ezidebit fees be charged to Organic Pilates, the total failed transaction fee will be applied as an outstanding balance to the client (your) account for reimbursement to Organic Pilates.

11. Organic Pilates is in no way responsible for additional bank fees that you may incur from your bank. Bank fees are under the terms and conditions of contractual agreements that lie between you and your bank.
12. If an auto debit cannot be made for any reason, Organic Pilates may in its absolute discretion, process payment anytime after the due date upon receipt of sufficient monies in your account.
13. After the eight (8) consecutive week minimum term, memberships can be cancelled in writing (via email to [hello@organicpilates.com.au](mailto:hello@organicpilates.com.au)). Two (2) business days notice prior to the cancellation date request is required to process the suspension. Cancellations will not be accepted via Facebook, phone or any medium other than email.
14. After the eight (8) consecutive week minimum term, membership may be suspended via a written request (via email to [hello@organicpilates.com.au](mailto:hello@organicpilates.com.au)) for a minimum of two (2) weeks (14 days) and a maximum of six (6) weeks at a time. Suspensions are limited to a maximum of ten (10) weeks per year. Suspensions must be made in seven (7) day increments. Organic Pilates cannot pro-rate day usage. Two (2) business days notice prior to the suspension date request is required to process the suspension. Suspensions will not be accepted via Facebook, phone, in person or any medium other than email.
15. If auto-debit payments fail for two (2) weeks or more, Organic Pilates may in its absolute discretion cancel the membership.
16. The terms and conditions of our third party biller Ezidebit form a binding component of your membership agreement. They can be found in hard copy at reception or on the bottom left of our website [organicpilates.com.au](http://organicpilates.com.au) titled "Ezidebit T&C's"

#### **NEW CLIENT INTRODUCTION PACKAGE**

1. This package is available for new clients to Organic Pilates only.
2. Only one New Client Introduction Package per person.
3. The New Client Introduction Package is valid for two (2) weeks (14 days) as stated on purchase. The activation date is the date of the first class booked or attended on the pass.

4. This membership allows you one private introductory session and 3 group classes.
5. No refunds, transfers, suspensions or extensions are offered on the New Client Introduction Package for any reason.
6. Memberships may not be shared or transferred for any reason at any time.
7. The terms of this package may change if group sessions are deemed unsuitable for the individual during the initial session. This is at the instructor's discretion, other packages/passes will be discussed in place of the intro package until further notice. E.g. The instructor may recommend further private (one on one) sessions until it is deemed safe for a client to participate in group classes.

**I have read and accept the terms and conditions;**

\_\_\_\_\_

**Full Name (please print)**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Signature**

**Date (Day / Month / Year)**