

# **Terms & Conditions**

IMPORTANT INFORMATION	
Late Class Cancellations (excludes unlimited) ~All cancellations made within 8 hours and 2 hours of class start time ~All cancellations made within 2 hours of class start time	Loss of class credit Loss of class credit & \$10 Late Cancel Fee
No Show fee (not attending a booked class)	Loss of class credit & \$15 No Show Fee
Unlimited Membership Late Class Cancellations ~All cancellations made within 8 hours of class start time	\$20 Late Cancel Fee
Unlimited Membership No Show fee (not attending a booked class)	\$20 No Show Fee
Unlimited 7 Day Welcome Class Pack Late Class Cancellations ~All cancellations made within 8 hours of class start time	\$25 Late Cancel Fee
Unlimited 7 Day Welcome Class Pack No Shows (not attending a booked class)	\$25 No Show Fee
New client load fee (one time fee)	\$2.20 plus GST
Credit card fee applicable on each payment	2.44% plus GST
Or Bank Fee applicable on each payment	0.90c plus GST
Ezypay dishonour fee  *each manual attempt made by client incurs fees  *system will automatically attempt payment every 24 hours, incurring fees with each dishonour	\$3.85 plus GST + credit card/bank fee
Socks are compulsory at our studios	Available to buy for \$23 in studio
Flexi Weekly Membership & Unlimited Weekly Membership Minimum Term Period	12 weeks

## **OUR STUDIO**

Tempo Movement Pty Ltd (ABN 65 664 153 904) trading at Tempo Reformer Pilates is located at 1/23 Lawrence Street, Freshwater NSW 2096 and 2/549 Sydney Road, Seaforth NSW 2092. We ask all participants to carefully read these Terms & Conditions prior to attending their first class. By entering in to a membership, purchasing a pack, attending a class (paid or otherwise), you acknowledge that you have read and agree to all points raised in these Terms & Conditions. Tempo Reformer Pilates reserve the right to change or review these Terms & Conditions at any time, without notice. We will endeavour to notify you as soon as practicably possible of any

changes made to these Terms & Conditions. All changes made to these Terms & Conditions will take effect immediately from the date of their publication.

#### SAFETY. HEALTH & WELLBEING

Tempo Reformer Pilates are committed to the health and wellbeing of all clients that visit the studios. As such, we ask all clients to inform the teacher at the start of every session of any health risks, pre-exisiting injuries, illness', if you are pregnant or post natal or have a medical condition that will require the session to be adjusted or modified.

Tempo Reformer Pilates recommends that client's seek medical advice before participating in classes at our studio. Participating in classes at Tempo Reformer Pilates is done so at the client's risk. We require all clients to sign our liability waiver prior to attending their first class at our studios. You can find our Liability Waiver here {hyperlink}

## **TEACHER METHODS**

Throughout your class at Tempo Reformer Pilates, our teachers may be required to "correct" or "adjust" your technique or pose, by way of physical contact. We deem physical contact to be the best way to ensure correct technique and safer practice thereby reducing the risk of injury to our clients. By attending a class at Tempo Reformer Pilates, you agree and accept this method of instruction and participate in our classes at your own risk.

## STUDIO CHANGES

Tempo Reformer Pilates reserve the right to make changes to the class schedules, opening hours, membership and pack prices, private classes and instructors, at any time, without notice. We do endeavour to contact all clients to advise of any changes, as soon as practicably possible.

#### PERSONAL ITEMS

Tempo Reformer Pilates take no responsibility for loss, theft or damages to personal items bought in to the studios. We highly recommend not bringing any items of value in to the studios; this includes but not limited to wallets, phones, jewellery, handbags.

#### **PRICING**

We reserve the right to change pricing or direct debit terms at any time. We will provide 21 days notice in writing of all changes.

#### CHILDREN IN STUDIO

We permit school aged children at the studios provided they can sit quietly and unsupervised and do not disrupt the class. Noise must be kept to a minimum so we suggest headphones if children are to use devices.

Babies are permitted in our Parents with Stroller classes but they must be non-mobile for their own safety.

MEMBERSHIPS, PACKS, CLASS PASSES, PROMOTIONAL CLASS PASSES AND CLASS PACKS We offer a variety of packages and membership options to suit your needs. Our packs and memberships may not be shared, are non-transferrable and non-refundable.

#### **DISHONOURED PAYMENTS**

We reserve the right to refuse entry to classes or cancel bookings if a customer's account is in arrears and until they bring their account up to date. Ezypay charge a \$3.85 dishonour fee plus credit card fee (2.44%) or bank fee (.90c). Ezypay automatically retry payments every 24 hours until debits are successful with dishonour fees charged each time payment is unsuccessful. Clients are also able to manually process failed payments, please ensure funds are available to avoid further dishonour fees.

#### 1. WEEKLY MEMBERSHIPS

A Membership starts on the date that you sign up for a membership and submit an initial payment via our website or mobile app. Unless we otherwise communicate a different time period to you at the time of sign up, each billing cycle is one week in length. All Memberships are for a minimum period of 12 weeks and membership fees are debited from your nominated payment method each week, until your membership is cancelled. You must provide us with a

current and accepted method of payment and we note that Ezypay credit card or bank fees are charged on each weekly payment. We may update the accepted methods from time to time, and you will be notified accordingly. If you upgrade or downgrade to a different memberships, all such subscriptions will be governed by these Terms & Conditions and will continue indefinitely until cancelled.

All Memberships are set to automatically renew on a week to week basis following the initial 12 week membership period. Memberships can only be cancelled after the minimum 12 week term. We require seven days notice in writing of your intention to cancel your membership by way email sent to hello@temporeformer.com.au

Class credit allowances are available at the start of each membership week, and expires 20 days after first day of each membership week (21 days total).

Eg. New credit Monday 1st January, credit expires Sunday 21st January

During your Membership, we understand that you may require us to place your Membership on hold. Email notification of all holds must be sent to <a href="hello@temporeformer.com.au">hello@temporeformer.com.au</a> allowing a minimum seven days notice of the required hold. Any membership holds taken within the first 12 weeks do not count towards the 12 week minimum period.

#### 2. CLASS PACKS & CASUAL CLASSES

Your class pack period commences on the day you purchase your class pack. All pack expiry dates, as stated, are final. If you have a medical condition that prevents you from attending any classes, we require a medical certificate from your medical practitioner. With valid reason, we will extend the expiration of your pack, once the request has been received by us by emailing <a href="mailto:hello@temporeformer.com.au">hello@temporeformer.com.au</a>

## CLASS BOOKINGS, CANCELLATIONS & NO SHOWS

- 1. All classes must be pre-booked via our mobile app. All cancellations and amendments to class bookings must be made via our Mobile App. Cancellations or amendments to bookings will not be taken via text, phone, email or direct message.
- 2. Class Cancellation & No Show Policy-Class Packs, Flexi Weekly Memberships, Weekly Class Pack, Casual Class Pass or Promotional Class Pass or Class Packs (excludes unlimited memberships)
- 2.1 All class cancellations made within eight hours of the class start time will result in the class credit being forfeited
- 2.2 All class cancellations made within two hours of the class start time will result in the class credit being forfeited and a Late Cancel fee of \$10 being charged. This late cancellation fee will be debited from your nominated payment method.
- 2.3 Class cancellations made greater than eight hours before class, will result in the class being credited back to your account.
- 2.4 Any classes booked using a Flexi Membership (excluding Unlimited Weekly Memberships), Weekly Class Pack, Casual Class Pass or Promotional Class Pass or Class Pack, that you do not attend will incur a \$15 "No Show" fee.
- 3. Class Cancellation & No Show Policy Unlimited Weekly Membership
- 3.1 All Unlimited Membership class cancellations made within eight hours of the class start time will result \$20 Late Cancel Fee. This late cancellation fee will be debited from your nominated payment method.
- 3.2 Any booked class that you do not attend will incur a \$20 "No Show" fee. This fee will be debited from your nominated payment method.

- 4. Class Cancellation & No Show Policy 7 Day Unlimited Welcome Pack
- 4.1 All 7 Day Unlimited Welcome Pack class cancellations made within eight hours of the class start time will result \$25 Late Cancel Fee. This late cancellation fee will be debited from your nominated payment method.
- 4.2 Any booked class that you do not attend will incur a \$25 "No Show" fee. This fee will be debited from your nominated payment method.
- 5. Private and Semi-Private Classes: All class cancellations require 12 hour minimum notice prior to the scheduled class. Any class cancellation made with less than 12 hour notice will be considered a 'no show' and you will forfeit this class.

## ARRIVING LATE TO CLASS

We reserve the right to refuse entry to any class five minutes after the class start time. Please ensure you arrive on time to all booked classes. This is for safety purposes and to avoid disrupting the class and the experience of our members.

### **WAITLISTS**

If you have booked in to class and placed on the Waitlist. When you reach position number one on the Waitlist you will be notified via text/email if a space becomes available. You have 2 hours to confirm or deny this place before the place will be offered to the next person on the waitlist. It is important if you on a waitlist and no longer require the spot, that you cancel your place so that it gives others on the Waitlist the opportunity to attend the class.

## **REFUNDS**

Our Memberships, Class Packs, Casual, Private and Semi-Private classes and event tickets are non-refundable and non-transferable. We do understand that extenuating circumstances arise and we are open to discussing individual situations via email to <a href="mailto:hello@temporeformer.com.au">hello@temporeformer.com.au</a>

## **SOCIAL MEDIA**

From time to time, we may film or photograph live classes in the studio so it is possible you will appear in these videos or photos. By agreeing to these Terms and Conditions you allow us to use your image in promotional and other business-related material. If you do not wish to have your image used, please email hello@temporeformer.com.au