

IN-SYNC PILATES: TERMS AND CONDITIONS

The Terms and Conditions (T&C's) is a legal binding document between you (THE CLIENT) of IN-SYNC PILATES. It commences from the date of purchase of a Product/Membership or until the Product expires or the Membership is ended. It is important that you have read and understood all the terms and conditions of the Agreement before purchasing a product and agreeing to the T&C. If you have any questions, please contact us at info@in-syncpilates.nl.

IN-SYNC PILATES T&C's were developed to ensure that our CLIENTS are using the facilities and our services with due regard to their rights and the rights of other users, and in conformity with IN-SYNC PILATES standard and current procedures, rules, regulations and requirements.

1. BOOKINGS

All payments and bookings must be made via the Eversports Online System. You will be invited to Eversports after your first contact with IN-SYNC PILATES.

In order to make a booking, the CLIENT must first agree to the T&C's and purchase a Membership, package of group classes or private sessions.

2. PAYMENTS & MEMBERSHIP CONDITIONS

6 and 12 Month Memberships:

- 1. Pauses: 6 and 12 Month Memberships can be paused for up to 1 month for holidays and 2 months for injuries/pregnancies.**
- 2. After the 6 Month or 12 Month run time, the membership will continue on a month to month basis (in accordance with Dutch Law). Important: *Membership cannot be paused when on a month to month basis.***
- 3. *Un-used* sessions can be accumulated and can be used while membership is active.**
- 4. Accumulated sessions cannot be used during a pause as all bookings are frozen during a pause.**

Monthly Memberships:

1. **Un-used sessions can be accumulated and used while Membership is active.**
2. **Monthly Memberships can not be paused.**
3. **Monthly Memberships can be canceled anytime upon request.**

Downgrading a membership:

1. **Downgrading a membership is not possible. Old membership will be canceled and a new membership will need to be signed up for.**
2. **Accumulated sessions are lost when membership is canceled and cannot be carried over to new membership.**

Lite (4 x a month Membership):

1. **The Lite Membership is different from the other Monthly Memberships. Un-used sessions cannot accumulate.**
2. **Lite Membership can not be paused.**
3. **It can be canceled any time.**

Payments for memberships:

1. The payment for the first month is paid via the Eversports Booking system by debit or credit card. The following on-going payments will be via direct debit (SEPA) or credit card from the same account from which the CLIENT made the first payment.
2. Memberships cannot be refunded or transferred.
3. IN-SYNC PILATES will accept the non-payment as unlawful termination of your agreement, and will pursue all costs owed.

Payments for block cards and single tickets:

1. Payments of Block cards (Incl. all packages and single sessions):
Payments of a Block card is done via the Eversports Booking system and paid via any payment system offered on the Booking Software.
2. If the CLIENT fails to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that IN-SYNC PILATES may incur in its efforts to collect any unpaid balances from the CLIENT.

3. CANCELATION POLICY

De-registration/cancelation of a booking via the Booking App is required when you are registered into a class and not able to attend. In-Sync Pilates reserves the right to cancel your Membership or fine you 10 Euros per class if no-shows (without cancelations) persists. This pertains specifically to Unlimited Membership holders.

A 12 hr cancelation Policy applies to Group Classes. The Member will be responsible for full class fee failing to cancel within 12 hrs.

Private Sessions and small group Tower classes must be canceled up to 24 hrs before. Late cancellations (within 24hr period) will be charged in full.

No-shows will be charged in full.

4. INDEMITY

By signing this Agreement, you agree that you are using our facilities at Rembrandtweg 665C, Amstelveen at own risk. IN-SYNC PILATES will not be held liable for any loss, damage or injury caused by any CLIENT visiting the studio.

5. GENERAL**Right of Admission:**

IN-SYNC PILATES reserves the right of admission, to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

Allowable age of minors attending Group Reformer classes is 16+. Registration of minors (up to 17) must be completed and signed by parent or legal guardian.

Agenda and Holiday Closure:

The Agenda (including class times) and prices are subject to change. During the month of August the studio remains to right to close for 7 days (with a limited amount of classes on the other days). From 24 Dec - 1 Jan, the studio will be closed. All Memberships will pay an amount equal to any other month. No discounts are offered during the month of August and December. Lost sessions during these months can be collected at any time after they have been missed (as long as the Membership stays active). *This excludes the Lite (4x month) Membership as sessions cannot be accumulated. These membership holders must make sure they use all their sessions before 24 December.*

Changes in Personal Information:

Any change of address and contact or credit card details must be updated in the Eversports Software or emailed through to IN-SYNC PILATES Management for us to update the system with your current contact details and information.

Price increases:

Prices may be increased on a yearly basis in line with inflation (or as stipulated by the Dutch Law). This applies to all products and ongoing Memberships which is paid monthly by automatic SEPA.

6. CLASS PROTOCOL

- a) All cellphones must be switched of during the class. In emergency circumstances you may keep your cell phone next to you during your class on a vibrating mode, but please take it outside the room if you need to answer it.
- b) All clients must arrive 5-10 minutes before the class begins to setup your space so class can begin promptly.

c) **RUNNING LATE:** No late entries allowed into the session. In-Sync Pilates reserves the Right of Admission.

d) **LEAVING EARLY:** If you're planning on leaving early, we kindly request that you tell the instructor ahead of time.

7. NOTE ON HYGIENE

a) Clients may participate in the classes with, anti-slip socks or normal socks.

b) Long hair must be tied up. No chewing gum allowed while using the apparatus.

c) Please make use of the area provided to store your shoes and personal belongings.

d) **No food and drink is allowed in the studio, only a water bottle.**

e) **If making use of IN-SYNC PILATES and common facilities (toilets, change room, etc.) please ensure** that you leave these facilities in the same state that they are found.

8. REVISED TERMS AND CONDITIONS

IN-SYNC PILATES may at any time revise these T&C's by updating this document. By reading this document, you agree to be bound by any such revisions and should therefore periodically visit our website or Eversports Software to determine the then current T&C's to which you are bound.

By agreeing to to this document you consent to the Terms and Conditions within it.