

TERMS AND CONDITIONS

This Agreement is a legal binding document between you (THE MEMBER) of IN-SYNC PILATES. It commences from the sign-up date until the Membership is ended. It is important that you have read and understood all the terms and conditions of the Agreement before signing. If you have any questions, please contact us.

IN-SYNC PILATES Terms and Conditions were developed to ensure that our MEMBERS 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 PaynPlan Online System. You will be invited to PaynPlan after your first contact with IN-SYNC PILATES.

In order to make a booking, you must first sign the Terms and Conditions and purchase a series of group classes or private sessions (you can own both).

Group classes can be booked online via PaynPlan. You should be aware that classes and prices are subject to change. Clients requesting private lessons can do so via email or Whatsup. Once the time slot is booked, you can book in and pay via PaynPlan in the same way as a group class.

2. SUBSCRIPTIONS

Should you be away your full monthly payment is still expected, should you not pay, IN-SYNC PILATES will accept the non-payment as unlawful termination of your agreement, and will pursue all costs owed. The slot will be made available for new bookings.

Registration of minors (5-17) must be completed in person at the studio with a parent or legal guardian. Only parents/ legal guardians may book and reschedule classes on behalf of the minor. If we discover that personal information has been submitted by a minor without a signed participant/ registration waiver, we will promptly terminate the agreement.

IN-SYNC PILATES will not disclose or share all personal information of our clientele.

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

When you visit our website, call, send e-mails or SMS's (IM's, etc.) to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We receive and store certain types of information whenever you interact with us.

3. CANCELLATION POLICY

A 24 hour cancellation notice is required and must be done through e-mail, Whatsup, phone call or the on-line system. Failure to cancel within the required cancellation time and failure to cancel at all "no shows" will be charged the full rate of the lesson they have booked and or result in a lost session.

In the unfortunate event that the MEMBER (you) wish to cancel the agreement after the 6 month Period, a notice period of one calendar month should be given in writing to IN-SYNC PILATES.

If you fail 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 you.

4. PAYMENT OPTIONS

IN-SYNC PILATES will send out invoices on request. Invoices are available on the PaynPlan Software System. Payments for Single sessions and 10 Cards will be made online via IDEAL on the PaynPlan software. The first instalment for Memberships will be made online via IDEAL on the PaynPlan software. The monthly instalment will be deducted automatically from the Member's (your) bank account on the following month (same day each month).

The Member will be billed over a 6 month period. If Membership is not terminated after 6 months (with a month notice period) the Membership will continue until terminated. Group clients should take note that class schedules may change during the months of July/August and December. With Prior arrangement and in agreement with IN-SYNC PILATES, the monthly instalment can be frozen (for up to 2 months) in certain circumstances such as surgery, serious injury and a maximum of 1 month if The Member goes on an extend holiday.

5. SOCIAL MEDIA AND PHOTO RELEASE

I understand that I hereby give permission to IN-SYNC PILATES, it's instructors and employees the irrevocable and unrestricted right to reproduce the photographs and video images taken of me, or members of my family, for the purpose of publication, illustration and advertising. I hereby release IN-SYNC PILATES and all it's representatives of all claims and liability relating to said images and videos.

6. IMPORTANT NOTES

- a) In consideration to other clients please switch off your phone at the reception before entering the class rooms. 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) You must arrive 5-10 minutes before the class begins to setup your space so class can begin promptly.
- c) RUNNING LATE: We ask that you call or sms the studio to let us know you are on the way. Late comers must not to disrupt the class in session.
- d) LEAVING EARLY: If you're planning on leaving early, we kindly request that you tell the instructor ahead of time.
- e) Any change of address and contact details must be edited in the PaynPlan Software or emailed through to IN-SYNC PILATES Management for us to update the system with your current contact details and information.

7. NOTE ON HYGIENE

- a) You may participate in the classes with, anti-slip socks or normal socks, however in consideration for the hygiene of all clientele, please ensure that both your shoes and feet are clean and free of debris (mud, gum, etc.). Please make use of the area provided to store your shoes and personal belongings. Please ensure the upkeep of your personal hygiene, as these are public facilities used by multiple clients.
- b) No food and drink is allowed in the studio, other than water.
- c) 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 Terms and Conditions by updating this document. By reading this document, you agree to be bound by any such revisions and should therefore

periodically visit our website/PaynPlan Software to determine the then current Terms and Conditions to which you are bound.

By signing below, you agree to be bound by this Agreement and you consent to the Terms and Conditions within it.

DO NOT sign below until you have read these Terms and the other documents listed in Paragraph 1. If there is anything you do not understand, please ask us for an explanation before you sign. If you are under 18, a parent or legal guardian must sign below to give their permission for you to participate in our classes/sessions. Your parent or legal guardian will be responsible for your obligations under the Agreement and must sign below to agree that they accept these Terms and Conditions on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular your parent or legal guardian will be responsible for paying all payments due under your membership. You agree that your parent or legal guardian will be the only person we will discuss your membership with unless they authorise another person (including you).