

Terms and Conditions Summary

1. **Agreement to Terms** By signing up for our classes, you agree to our Terms and Conditions. If you don't agree, please don't participate. We may update these terms at any time, and the changes will be posted on our website. "We," "us," and "our" refer to SMART Pilates and SMART Coaching and their affiliates.

2. **Medical Warning** Consult your doctor before starting any new exercise. Inform your instructor of any injuries or medical conditions. You participate at your own risk, and we are not liable for any injuries or losses.

3. **Prices and Booking** Our prices and timetables are on our website and may change. To join a class, create an account. Reserve a spot as spaces are limited. Book online, by phone, or email.

4. **Cancellation Policy** Cancel bookings at least 12 hours before the class to avoid charges. You can cancel online or contact the studio. Cancel even within 12 hours so someone else can take your spot.

5. **Class Waitlists** If a class is full, join the waitlist. You'll be notified by email if a spot opens up. Remove yourself from the waitlist if you can't attend. Once confirmed, the 12-hour cancellation policy applies.

6. **Class Packs** Pre-pay for classes or buy a class pack. Class packs can't be transferred, sold, or shared. They have an expiry date and no refunds for unused classes. Prices and expiry dates are on our website.

7. **Referral Credit** We may offer credit for referring new members. This credit can be used for class packs but not redeemed for cash or transferred.

8. **Gift Vouchers** Gift vouchers can be bought or given away as promotions. They are not redeemable for cash and have expiry dates. We are not responsible for lost or stolen vouchers.

9. **Class Schedules and Changes** - Class schedules are subject to change or cancellation without prior notice. While we strive to maintain a consistent schedule, unforeseen circumstances may necessitate adjustments. In such cases, we will do our best to inform you as soon as possible.

If we change the time or cancel a class, we will make every effort to provide you with an alternative class or a credit toward another session that works for you. However, if you cancel your booking outside of the terms and conditions, no refund or exchange will be provided. We are not liable for any refunds, credits, transfers, or compensation of any kind for classes that are canceled due to any force majeure event.

In the event classes are unavailable due to events beyond the studio's control, every effort will be made to offer alternative classes. Please note that the validity period for any class packages will not be extended under these circumstances.

10. **Conditions of Entry** We reserve the right to refuse or eject anyone behaving inappropriately. Smoking, including e-cigarettes, is prohibited. Treat everyone and the studio with respect. Wear socks during workouts and turn off mobile phones unless you're on call for emergencies.

11. **Personal Safety and Risk** Participate at your own risk. Inform instructors of any health risks. Our staff is not medically trained, so seek medical advice if unsure about your fitness. We are not liable for injuries unless caused by reckless conduct.

12. **Physical Condition**

Pre-Exercise Questionnaire -As part of your registration, you are required to complete a Pre-Exercise Questionnaire at Sign Up. You must inform SMART Pilates of any changes in your health and fitness

so that your training regime can be appropriately modified. If you become pregnant, please notify SMART Pilates before continuing to use our facilities.

Medical Advice Disclaimer - Any advice or recommendation provided by a SMART Pilates instructor or employee is not intended to constitute medical diagnosis or treatment, nor should it be relied upon as a suggested course of medical treatment for any condition. If you have any doubts, please obtain medical advice before starting any exercise program.

Health and Safety - You must not use any SMART Pilates facilities if you are suffering from any infections, contagious illnesses, diseases, or other ailments, or if you have any physical conditions such as open cuts, sores, or minor infections that may pose a risk (however small) to other members and guests.

Assumption of Risk - You acknowledge that using the premises and facilities and participating in classes and programs at SMART Pilates may involve strenuous activity and special risks.

Physical Ability Warranty - You warrant that you are physically capable of participating in any classes or fitness programs in the studio. You further warrant that you have no pre-existing medical condition that would prevent you from using the facilities or participating in any classes or fitness programs.

You understand that you will be engaging in activities that may involve the risk of personal injury or illness and may also involve the risk of economic or property loss and damage. You also acknowledge that there may be risks involved that are not known to you or SMART Pilates, or may not be foreseen or reasonably foreseeable at this time.

You assume these risks, including the risk of any negligence by SMART Pilates and its owners, directors, officers, employees, sub-contractors, 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 that you may suffer arising out of or in connection with the use of the facilities or participation in classes or fitness programs by you or any minor/person under your supervision, care, or control.

SMART Pilates reserves the right to stop or prevent anyone from attending classes if we believe that your physical condition or ability may present a problem. This is at our sole discretion.

12. **Pregnancy** Regular classes are safe for pre-and post-natal women, but we recommend medical clearance and attending smaller classes during these stages.

13. **Security** We are not responsible for your personal belongings. Only bring necessary items and use studio storage. Open shelves are provided for use only while you are training in the studio, and using them is at your own risk. While we take care to provide a safe environment, SMART Pilates will not be liable for any loss, damage, or theft of belongings placed on these shelves or brought onto the premises. Unclaimed property will be kept for 14 days, after which it will be donated to charity.

14. **Special Promotions** We may offer promotions from time to time.

15. **Payment** Ensure sufficient funds for class packs or other purchases. We may process payment later if initially declined. We are not responsible for additional bank fees.

16. **Personal Information** Your personal information will be handled according to our Privacy Policy, available on our website.

17. **Limitation of Liability**

Release of Liability - In consideration of your use of our Studio, you hereby release and forever discharge SMART Pilates from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs, and expenses arising from or in connection with your use of SMART Pilates facilities and equipment, or from being on studio premises, to the fullest extent permitted by law. This

release applies regardless of whether the cause was directly or indirectly due to any act of negligence, breach of duty, or default/omission by SMART Pilates, its owners, directors, officers, employees, or agents.

Exclusion of Liability - In consideration of your use of our Studio, you agree that SMART Pilates will not be liable for any loss, damage, or theft of your (or your guest's) property, except where caused by the gross negligence of SMART Pilates. Furthermore, SMART Pilates will not be liable for any death, personal injury, or illness occurring on studio premises or as a result of using the facilities or equipment, except to the extent that it arises from the gross negligence of SMART Pilates, its owners, directors, officers, employees, or agents.

19. Introductory Offer & New Clients - Each client is allowed only one Introductory Offer, regardless of the time between visits. If you purchase this offer more than once, you agree to be charged the casual class rate for each class you attend. The Introductory Offer is non-refundable, non-transferable, and will activate from the date of purchase.

All new clients must arrive at least 15 minutes before their first class begins. You will need to complete a paper registration form, introduce yourself to the instructor, discuss any concerns, and get an orientation on the reformer machine.

20. Minimum Age Registration and use are limited to persons who are at least 16 years of age unless otherwise discussed with management and unless classes are marked as Teen classes that specifically cater for 11-17-year-olds only.

21. Closure of Business - In the event of any closure of SMART Pilates due to circumstances beyond our control, such as a health and safety issue, all packs, and will be suspended for the duration of the closure. Upon reopening, all packs and vouchers will resume, with the remaining periods starting from the reopening date.

22 Refunds & Exchanges - SMART Pilates does not provide refunds or credit for any unused pack or voucher.

23. Photography for Marketing Purposes - From time to time, SMART Pilates may photograph or record activities within the studio premises for marketing and promotional purposes, including social media. If you prefer not to be photographed or featured in any marketing materials, please inform us. We will always seek your permission before using any photographs or recordings that feature you.

24. Jurisdiction These Terms and Conditions are governed by the laws of New South Wales, Australia.