

TERMS AND CONDITIONS

By signing up to participate in classes run by Lisel Pearson Pilates, you agree to be bound by our Terms and Conditions set out below.

If you do not agree with any of these Terms and Conditions, please do not participate in our classes.

We reserve the right to change, update or reissue these Terms and Conditions at any time. Any such changes will be posted to our website and you agree to be bound by such changes.

MEDICAL WARNING

Prior to undertaking any new form of exercise, you should consult with your doctor or other health care professional to ensure you are mindful of your current health and any restrictions that may be appropriate for you.

When participating in our classes, do NOT over exert yourself and work at your own pace. STOP IMMEDIATELY if you feel pain or discomfort and discuss this with your instructor. You should seek medical attention if there are any unanticipated changes to your physical condition at any time.

You must notify your instructor if you have any pre-existing injuries or medical conditions which may impact upon your ability to perform the exercises in our classes.

By undertaking any exercise program (including the use of any equipment purchased from us), you acknowledge that you do so at your own risk and that Lisel Pearson or any of her instructors will not be liable for any personal injury, loss or liability of whatsoever nature arising as a result of, or in connection with, your undertaking of any such exercise program or following advice contained in our website or given by her instructors.

QUESTIONNAIRE

All class participants MUST complete a pre exercise questionnaire BEFORE participating in their first class. This Questionnaire will be emailed to you when you book your first class and can be completed online. If you answer YES to any of the relevant medical condition questions you MUST contact Lisel before your first class to discuss your suitability for classes. If you arrive at your class without having completed the Questionnaire or calling Lisel if required to, you will be required to complete the Questionnaire, or discuss your relevant medical issue/s before joining the class. You may forfeit your right to join the class if Lisel does not have time to discuss your Questionnaire with you.

MEMBERSHIPS

All memberships must be pre-paid before attending. Memberships are non-transferrable between holders, and may not be sold, traded, gifted, shared, provided or otherwise transferred to any person other than the purchaser.

All Memberships have an initial 3 month minimum contract. Memberships cannot be cancelled during this time. After the initial 3 month minimum has expired Memberships will continue to automatically renew for a further 3 months at a time but they can then be cancelled at anytime with 1 weeks notice.

Members can suspend their membership for 1 week every 3 months. There will be no charge for the suspended week. Members can request suspension by emailing hello@liselpearson.com.au at least 2 days before their next weekly payment is due.

All memberships are for a limited number of classes per week (1,2 or 3). It is the members responsibility to find and book appropriate and suitable class time/s for themselves. Unused weekly classes cannot be carried forward to following weeks.

The offer of a free pair of Pilates Socks with a Membership is a ONCE ONLY INITIAL offer upon first sign up. No Pilates Socks will be given upon renewing or re-joining as a member in the future.

CLASS PACKS

All classes must be pre-paid before attending. Class packs/passes are non-transferrable between holders, and may not be sold, traded, gifted, shared, provided or otherwise transferred to any person other than the purchaser.

Each class pack contains a strict expiry date. If the number of classes for which the class pack entitles attendance have not been used by the holder before the expiry date, then those classes will expire and no refund will be given for any unused classes. The sale of a class pack is final. Current prices and expiry time frames for each class pack can be found on our website and may be amended from time to time.

BOOKING

To sign up to participate in our classes, you must create an account with us. There are a set number of spaces in each class. To attend a class, you must reserve a space. Bookings can be made online via our website or or via the smart phone MINDBODY app.

The class schedule is available online at www.liselperson.com.au or on the MINDBODY App. Class times may vary from week to week.

CLASS CANCELLATION POLICY

Class bookings can be cancelled online by logging into your account and choosing to unreserve the class you wish to cancel, or via the MINDBODY App.

If you cancel your booking more than 4 hours prior to the commencement of the class (or 12 hours prior to an Early Morning Class) then you will be able to reschedule that class for another time in your membership week, providing there are other classes available before your membership week expires.

Cancellations made with less than 4 hours notice (or 12 hours for Early Morning Class) will not be able to be rescheduled and that booking will be forfeited.

If you know you will not be able to make a class for which you have booked and you have missed the 4 (or 12) hour cancellation window, we still strongly encourage a cancellation be made, so that another person may take your reservation in the class. You can do this by calling/messaging Lisel on 0419560675.

CLASS WAITLISTS

If you are unable to book a spot in a class because it is full, register yourself on the waitlist and when a spot becomes available, you will be notified via email and then you can book into the workout. Please ensure that you check your email for your waitlist confirmation.

As a courtesy, if you are no longer available to attend the class, please remove yourself from the waitlist online. Once you have been confirmed into the class from the waitlist, our 4 (or 12) hour courtesy policy applies and the cancellation policy will apply as normal.

CONDITIONS OF ENTRY

Lisel Pearson Pilates reserves the right to refuse entry to, or eject from, any person behaving in an anti-social, intoxicated, disorderly, aggressive, offensive or dangerous manner.

In order to minimize disruption during classes it is recommended that you arrive 2-5 minutes prior to the scheduled commencement time of a class.

You are required to wear appropriate attire for physical exercise at all times when visiting the studio. For hygiene purposes and safety, grip socks must be worn at all times during your workout. These are available for purchase at Lisel Pearson Pilates.

For the enjoyment of all participants in your class please turn off all mobile phones before your workout unless you are a doctor/other on call or expecting an important call which you will need to answer.

CANCELLATION OF CLASSES BY LISEL PEARSON PILATES

From time to time Lisel Pearson Pilates may need to cancel a day or two or more of classes due to ill health or other personal leave requirements of Lisel or any other instructor. If this happens extra classes will be scheduled in the relevant week to make up for lost classes if at all possible. If a whole week or more of classes needs to be cancelled then no membership fees will be charged to members during that time and the expiry date of all active passes will be extended to reflect the lost time.

From time to time Lisel Pearson Pilates will cancel classes to allow Lisel or other instructors to take annual leave. This will usually be only 1 week at a time but could be longer. Lisel Pearson Pilates will give at least a month's notice on the class calendar of any planned annual leave weeks. No membership fees will be charged to members during that time and the expiry date of all active passes will be extended to reflect the lost time.

PREGNANCY

Our regular workouts are safe for women to attend up to 14 weeks of pregnancy. If classes are continued beyond this point there will need to be an adjustment of your workout so it is your responsibility to let your instructor know that you are pregnant and follow any changes put in place by your instructor. If you experience any dizziness, discomfort or any other unexpected issues then you must seek advice from the instructor before continuing or you will be doing so at your own risk.

PAYMENT

It is your responsibility to ensure there are sufficient funds available in your nominated bank account or credit card to cover the cost of purchasing any class pack or products from Lisel Pearson Pilates

If a payment is declined for any reason, we reserve the right to process payment anytime where sufficient funds are available in the nominated bank account or credit card in order to settle any fees that are owed. If an auto-debit is declined due to insufficient funds, our payment provider will charge for any failed transactions. This fee will be passed on to you for payment. We are in no way responsible for additional fees that you may incur from your bank in relation to processing payment of fees. If your payment is declined for any reason we reserve the right to unconditionally cancel your pass or membership.

PRICES

Our current prices are displayed on our website. At the end of each calendar year our prices will be reviewed and may change and these changes will be displayed on the website and you agree that these new prices will apply to your ongoing membership from that time if you are an existing member at that time

PERSONAL INFORMATION

Your personal information collected by us in accordance with these Terms and Conditions will at all times be dealt with in accordance with our Privacy Policy set out below.

PRIVACY POLICY

Lisel Pearson Pilates recognises that your privacy is very important to you and that you have a right to control your personal information. We know that providing personal information is an act of trust and we take that trust seriously.

Personal information is any information about you that identifies you or by which your identity may be reasonably determined. By collecting this information we are able to

- *contact you when and where necessary
- *ensure that you attain the best possible service and
- *identify you and protect you from any unauthorised access to your personal information

If you choose not to provide personal information to us, we may not be able to provide you with access to parts of the website or to certain content, products or services available on or from our website or in our studio.

Lisel Pearson Pilates will collect your personal information directly from you, online and in our studio. As a general rule, we do not collect sensitive information. However a medical history form is required to be completed prior to the first class.

We collect your personal information for purposes including the following

- #enabling your access to use the website services
- #sending to you products that you may purchase through the website
- #supplying to you the services which you have requested
- #providing you with updates on news and upcoming promotions
- #updating you in relation to products or services that have or could be provided to you
- #sending you statements and invoices and collect payments from you
- #improving the quality of services provided to you

We will not sell, transfer, assign or rent your personal information, except as set out in the Privacy Policy.