

General Terms and Conditions

1. Definitions

1.1 In these terms and conditions:

- a) **Pilates on the Bay, We, Us, Our** means Pilates on the Bay 25655092152 9 &10 124 Queen Street Cleveland 4163.
- b) **You, Your, Member** refers to the name in which the membership has been created.
- c) **Agreement** refers to this Agreement between you and Pilates on the Bay under which you will become a Member.
- d) **Membership, Membership Package** refers to the package You selected via the Pilates on the Bay app and as set out in Schedule 1.
- e) **Minimum Term** is the minimum term specified in the Membership Package.
- f) **Online Platforms** refers to the Pilates on the Bay website at pilatesonthebay.com.au and the Pilates on the Bay app.
- g) **Fees** means fees that apply under this Agreement and as set out in Your Membership Package.
- h) **Facilities and Services** includes Our premises and all exercise areas, bathrooms, equipment, machines and any programs, products or classes.

2. Minimum age

2.1 You must be at least 16 years of age to become a Member.

2.2 If you are under 18 years of age, both you and your parent or guardian must agree to and sign this Agreement.

3. Minimum Term

3.1 The Minimum Term, if one applies, is as specified in Your Membership Agreement and in accordance with Schedule 1.

4. Fees and payments

4.1 You agree to pay the Fees in accordance with this Agreement.

4.2 Payments will be made via the payment method specified when you purchased Your Membership Package.

4.3 Payments, including any third-party fees, will occur in accordance with Your Membership Package and must be made prior to booking or using Our Facilities and Services.

4.4 You agree to pay the specified amounts at the payment frequency specified in the Membership Package until Your Membership is suspended or terminated in accordance with clauses 5 and 6.

4.5 Should a Membership payment fail a third-party fee will be charged by EzyPay in accordance with clause 11. This fee is not associated with Pilates on the Bay and is non-refundable.

4.6 Your Membership may be terminated in accordance with clause 6 if a payment fails a minimum of three times.

- 4.7 You will remain liable for all unpaid Fees notwithstanding the fact that Your Membership has been terminated.
- 4.8 Pilates on the Bay reserve the right to increase prices at any point including but not limited to the introductory offer, any memberships, yearly and monthly packages and products.
- 4.9 All classes, memberships and packages are non-refundable, cannot be extended and are non-transferable for any reason excluding illness or injury that states exercise is not permitted for a significant time period. A medical certificate must be emailed to info@pilatesonthebay.com.au prior to the expiry of the package.

5. Membership suspension

5.1 Memberships may be suspended for any reason under the following conditions:

- a. The minimum suspension period is seven days.
- b. The maximum suspension period is four weeks (28 days).
- c. Suspensions cannot exceed a total of 12 weeks (84 days) within a 12-month period.
- d. Suspension requests must be submitted in writing to info@pilatesonthebay.com.au a minimum of seven days in advance of the requested suspension period.
- e. You will not have access to any Pilates on the Bay facilities or services during the suspension period.

5.2 Memberships may be suspended for medical reasons under the following conditions:

- a. Medical suspension is offered subject to the approval of relevant documentation from a registered medical practitioner on company letterhead.
- b. The minimum suspension period is 7 days.
- c. There is no maximum suspension period.
- d. Suspension requests must be submitted in writing to info@pilatesonthebay.com.au a minimum of 2 days in advance of the requested suspension period.
- e. You will not have access to any Pilates on the Bay Facilities or Services during the suspension period.

6. Membership Termination

6.1 You may terminate your Membership at any time upon seven days written notice to info@pilatesonthebay.com.au.

6.2 Termination will take effect seven days after Pilates on the Bay receives the request in writing.

6.3 You may also terminate Your Membership at any time by providing a medical certificate form a medical practitioner that states you cannot use our Facilities or Services under this Agreement due to permanent illness or physical incapacity. Termination will take effect immediately upon receipt of written notice to info@pilatesonthebay.com.au.

6.4 If you breach one or more of the Terms and Conditions, Pilates on the Bay may terminate Your Membership immediately upon written notice to you.

7. General conditions of entry

- 7.1** We will ensure that Our Facilities and Services are safe and secure.
- 7.2** You may be refused entry or requested to leave the studio if:
- a. using abusive or threatening language or behaving in a threatening way;
 - b. reasonably suspected to be under the influence of drugs or alcohol; or
 - c. behaving in any way that is reasonably considered by us to be risky, offensive, or inappropriate.
- 7.3** You agree to use the Facilities and Services safely and properly, including wearing proper attire, and follow the instructions and advice of Pilates on the Bay employees.
- 7.4** You agree to pay for any loss or damage to the Facilities or Services caused by you through wilful, wrongful or negligent conduct, or Your breach of this Agreement.
- 7.5** It is the Your responsibility to disclose any pre-existing injuries or illnesses. Our instructors may be able to provide modifications for minor injuries. We do not recommend attending using our Facilities or Services with an injury unless You have received medical advice. Our instructors have the right to refuse entry if they are not satisfied that You should be attending a class. If refusal occurs the class will be credited back to Your account.

8. Changes to Terms and Conditions

- 8.1** Pilates on the Bay reserve the right to change, modify, or update these Terms and Conditions and any other rules and or Terms and Conditions relating to Your Membership at any time.
- 8.2** We will make reasonable efforts to notify you of the change in advance and when it will take effect.
- 8.3** The most up to date Terms and Conditions always apply and can be found at pilatesonthebay.com.au.
- 8.4** Pilates on the Bay will make reasonable efforts to give you at least fourteen days' notice of any changes to the price structure of your Membership.

9. Risks and waiver

- 9.1** Your participation in recreational Facilities and Services supplied by Pilates on the Bay may involve risks which can result in personal injury, death, or property damage.
- 9.2** You agree that Your participation in the recreational Facilities and Services provided by Pilates on the Bay may involve risk and you take such risk voluntarily.
- 9.3** You must ensure that you are in good physical condition and agree to give Us relevant, true, and accurate health information, including disclosing injury, before and during the course of any exercise program. This includes notifying the instructor if you experience any pain throughout a class and you agree to stop participating if requested by the instructor or any other employee of Pilates on the Bay.
- 9.4** You agree that, where appropriate, you will seek professional medical advice and may be required to obtain a medical certificate to use our Facilities and Services. Our employees are not trained medical professionals and any advice or assistance must not be taken as medical advice.

9.5 To the extent permitted by law, You agree to release and indemnify us for any loss, injury, or damage suffered by You arising from or in connection with this Agreement unless it occurs because of our reckless conduct.

9.6 Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, right or remedies which cannot be lawfully excluded, restricted or modified, including but not limited to guarantees under the Australian Consumer law.

10. Privacy

10.1 Under this Agreement we may collect and store Personal Information as defined in the Privacy Act 1998 (Cth).

10.2 You consent to us collecting, using, disclosing and dealing with your Personal Information in accordance with our privacy policy. You can access our privacy policy at pilatesonthebay.com.au.

11. Direct Debit Request Service Agreement

11.1 You acknowledge and agree that direct debit payments are managed and debited on behalf of Pilates on the Bay by a third-party billing agent, EzyPay (ACN 003 340 734).

11.2 You acknowledge that EzyPay is acting as an agent of Pilates on the Bay and its services do not extend to the provision of any Facilities or Services provided by Pilates on the Bay.

11.3 You authorise EzyPay to make debits from Your nominated account or credit card on behalf of Pilates on the Bay pursuant to Your Membership Package and this Agreement.

11.4 You acknowledge and agree that Fees may increase from time to time and EzyPay may debit the varied Fees on instruction from Pilates on the Bay.

11.5 It is Your responsibility to ensure Your nominated account or credit can accept debit payment, and cleared funds are available in Your nominated bank account or credit card to meet the direct debit payment. If a debit is returned unpaid, You will be liable for the return fee charged by EzyPay in addition to the debit.

11.6 You must advise Pilates on the Bay if your nominated account is altered, transferred, or closed, or Your credit card has expired.

11.7 EzyPay may attempt to re-process any unsuccessful payments, and add any such overdue payments to any future debit dates.

11.8 If a debit day falls on a weekend or public holiday, the debit will be processed on the preceding business day.

11.9 You acknowledge that We may provide Your personal information to EzyPay for the purposes of carrying out this Agreement and providing our Facilities and Services.

11.10 You agree that EzyPay may contact you for any purpose in connection with this Agreement.

11.11 If you dispute any debit payment, you must notify Pilates on the Bay as soon as possible.

11.12 You may cancel the direct debit by making a request in writing to Pilates on the Bay at info@pilatesonthebay.com.au. Cancellation of the direct debit agreement does not automatically terminate this Agreement of Your Membership with Pilates on the Bay and you will remain liable for any payments.

12. Governing Law

12.1 The governing law of these Terms and Conditions is the law in the state of Queensland, Australia.

13. Force Majeure

13.1 Pilates on the Bay is not liable to You for any breach of its obligations under these Terms and Conditions arising from causes beyond its reasonable control, including but not limited to, fires, floods, earthquakes, epidemic, pandemic, volcanoes and other acts of God, terrorism, strikes, delay caused by transport disputes, illness of the trainer, or Government regulations.

Schedule 1 – Packs and Memberships

Type of Membership	Minimum Term	Full term	Inclusions	Fees	Conditions
Introductory Offer	N/A			Refer to the Pilates on the Bay app or pilatesonthebay.com.au for current fees (Online Platforms).	Can only be purchased by each Member once.
5 - Monthly	N/A	One (1) month (28 days) from completion of first booking	5 class credits		
10 – Monthly	N/A	One (1) month (28 days) from completion of first booking	10 class credits		
10 Class Pack	N/A	Six (6) months from completion of first booking	10 class credits		
20 Class Pack	N/A	12 months from completion of first booking	20 class credits		

Foundation Membership	4 weeks	One week (7 days) from completion of first booking	4 class credits and 1 sauna credit		
Infrared Sauna – Multi		Six (6) months from completion of first booking	5 sauna credits for up to two people per session		
Infrared Sauna - Single		One (1) month (28 days) from completion of first booking	One (1) sauna credit for up to two (2) people per session		
Infrared Sauna – Triple		Three (3) months from completion of first booking.	Three (3) sauna credits for up to two people per session		

Schedule 2 – Ezy pay Fees

Type of Fee	Amount	Paid By
Load Fee	\$2.00	Business
Failed Payment Fee	\$3.50	Member
Transaction Fee - Bank	\$0.88	Member
Transaction Fee – Mastercard/Visa	2.20%	Member
Transaction Fee - Amex	3.99%	Member

General Policies

Bookings and Attendance Policy

- Classes are booked on a first come, first serve basis.
- The minimum age to attend a class is 16 years of age.
- To book you must have pre-purchased classes in your account or pay at the time of booking.
- A minimum of two people is required for a class to proceed.
- It is the member's individual responsibility to book classes.
 - Should a Member not book or use all classes in that are part of their Membership prior to expiry, these classes will be forfeited and not extended unless a medical certificate is provided.
- Bookings are made via the Pilates on the Bay app. Please call or email if you have any issues booking.
 - If you have not booked into a class or sauna session, please call or check the app or website to ensure classes are taking place or that it is not fully booked. Studio phones are only answered during business hours.

- Classes are not transferable to another individual.
 - Each individual attending a class must have their own membership and account.
 - If in breach of this condition, both individuals may be denied entry to the class or asked to create an account and purchase their own membership.
- If you are unable to make your class, please cancel to allow another member the opportunity to book. You may be subject to a cancellation fee in accordance with your Membership Agreement.
- Classes cancelled outside of the 3 hour cancellation period will forfeit a class credit.
- Any unattended classes will also forfeit a class credit.
- Trainers reserve the right to refuse a Member's participation in a class at their discretion.
- Trainers and classes are subject to change without notice.
- Pilates on the Bay reserve the right to cancel class at their discretion.
- If a class is cancelled by Pilates on the Bay, a credit will be added to the member's account. You will be contacted via SMS, phone, or email a minimum of 1 hour prior to the start of the class.
- We have a strict 5 minute late policy. The instructor and/or owner has the right to refuse entry if a client is late to class and the class credit may be forfeited. This ensures clients are warmed up efficiently and doesn't provide distraction to the instructor or other clients. Please be aware your spot may be given to a stand by client or waitlisted client if you are not on time to class.
- Pre-existing clients are able to attend classes up until 16 weeks pregnant. We do not recommend starting group pilates classes if you have never done pilates and are pregnant. A medical certificate is required for all pregnant clients to ensure you are not at high risk and it is safe for you to exercise.
- A medical certificate is also required for post-natal and post-surgery clients to ensure it is safe for the client to resume group fitness classes.
- It is the client's responsibility to disclose of any pre-existing injuries or illnesses. Our instructors may be able to provide modifications for minor injuries. We do not recommend attending group pilates classes with an injury unless the client has provided a medical certificate. Our instructors have the right to refuse entry if they are not satisfied that the client should be attending a class. If refusal occurs the class will be credited back to the account.
- Members can participate in a maximum of one pilates class per day.

Waitlist

- If your preferred class is full you can request to be added to a wait list via the Pilates on the Bay App.
- The Pilates on the Bay app will advise what number you are on the waitlist. The waitlist can move quickly, especially on the day of the class so please check the app regularly.
- If a spot becomes available, you will be automatically added to the class and a credit will be deducted from your account.
- You can be added to the class within 2 hours of the start of the class. If you no longer wish to participate in this class, cancel your waitlist spot before this time.

- If a spot becomes available outside the cancellation period (3 hours), you will be notified via email and/or text. You will be automatically added to the class and a class credit will be deducted from your account.
- It is the member's responsibility to check the waitlist and ensure they are only booked into classes they intend to participate in.
- Refunds will not be provided for members who registered for the waitlist and did not know they were added to a class.
- Waitlists are treated the same as booking a class and the same policies apply, including but not limited to a late cancel or a no-show. We understand things will pop up so if you can no longer attend the class, be sure to remove yourself from the waitlist to avoid being added to the class and losing a class credit.

Privacy policy

1. This Privacy Policy sets out the policy of Pilates on the Bay (ABN 25 655 092 152) with respect to the way in which we collect, use, disclose, store, secure and dispose of Personal Information (as that term is defined in the *Privacy Act 1988* (Cth) (**Act**)) about our customers and employees including through our website at pilatesonthebay.com.au and other online or digital platforms (including via any applications developed or operated by Pilates on the Bay) (**Online Platforms**).
2. Pilates on the Bay is bound by the Australian Privacy Principles set out in Schedule 1 of the Act. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at oaic.gov.au.
3. For the purposes of this Privacy Policy, "Personal Information" is defined under the Act and characterised as being information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from that information or opinion. "Sensitive information" is information about you that reveals your racial or ethnic origin, political opinions, religious or philosophical beliefs or affiliations, membership of a professional or trade association, membership of a trade union, details of health, disability, sexual orientation or criminal record.
4. Any Personal or Sensitive Information that we collect about individuals will be used and disclosed by us to provide the Services required or otherwise to enable us to carry out our functions including but not limited to processing payments, creating accounts or providing you with information.
5. The types of Personal Information generally collected by us includes but is not limited to your name, address, date of birth, mobile and telephone numbers, e-mail address, credit card or bank account details, occupation and employer, driver's licence number and emergency contact details. Personal Information is also collected when individuals provide business cards or other documentation to us containing such Personal Information, including completion of a Membership Agreement, job application or a health questionnaire. Personal Information also includes information we collect in the course of providing the Services to individuals and via external communications.

6. We may also collect behavioural and/or statistical information about individuals or businesses in connection with the Services.
7. The types of Sensitive Information generally collected by us includes but is not limited to information relating to health information, health issues or any disabilities that are necessary to properly advise you about fitness training. The types of health-related information include medical history, whether individuals are using medication, smoke or are pregnant and other health related information. We will obtain specific consent in circumstances where it is necessary to collect Sensitive Information.
8. Pilates on the Bay will disclose Personal Information to third party business partners when they provide services to Pilates on the Bay that are consistent with the terms of this Privacy Policy. When we outsource or contract out specific support services, our contractors may access individuals' Personal Information. It is important to note that all our contractors are subject to strict confidentiality obligations. We take great pride in operating only with reputable business partners.
9. You are not obliged to provide your personal information to Pilates on the Bay however you acknowledge that without certain information it may not be possible for Pilates on the Bay to provide its Facilities and Services to you.
10. Pilates on the Bay will seek to take all reasonable steps to keep any information we hold about you, secure, accurate and up to date. Your information is stored on secure servers and we will take all reasonable steps to ensure that our employees and contractors respect the confidentiality of any Personal Information held by us. You should notify us immediately if there is any unauthorised use of your account or any other breach of security. Pilates on the Bay does not accept responsibility for any consequences of the unauthorised access to your information.
11. Our Online Platforms may contain links to other websites which we do not control; they are not covered by our Privacy Policy. If users access other websites using the links provided, operators may collect information from users and use it in accordance with their own privacy policy, which may differ from ours. We have no control over the types of information third-party site owners choose to collect and how they use it.
12. Pilates on the Bay reserve the right to change this Privacy Policy without prior notice. Any changes to Privacy Policy will be posted on our website or via our other online platforms, or we may decide to inform you via other means, such as by way of direct email communication.
13. If you wish to seek access to, correction of or deletion of Personal Information that Pilates on the Bay holds about you, please contact us in writing at info@pilatesonthebay.com.au.
14. Classes may be recorded by the instructor for quality control, as well as promotional purposes. If you do not consent to the instructor using video or still images taken during the class for promotional purposes, please notify the instructor and provide written notice to kenz@pilatesonthebay.com.au.

Disclaimer & Liability Release Policy

1. You should always consult your physician or other healthcare provider before changing your diet or starting an exercise program to confirm your ability to participate in our facilities and services.
2. As with any form of exercise, participation in recreational facilities and services provided by Pilates on the Bay may involve risk to your health and safety and you take such risk voluntarily.
3. You agree to comply with all directions and guidelines that are given to you by us, our instructors, director/s and our staff members with respect to proper and safe participation in our classes.
4. You must ensure that you are in good physical condition and agree to give Us relevant, true, and accurate health information, including disclosing injury, disability, or any other condition (including pregnancy) that may affect your ability to exercise safely, before and during the course of any exercise program.
5. A Pilates on the Bay staff member or instructor will adjust the class program for you where possible or advise you not to participate and seek a medical certificate in order to continue using our facilities and services.
6. You will notify the instructor if you experience any pain throughout the class and will immediately stop participating in the class if requested by the instructor to do so; the instructor, owner or any staff member of Pilates on the Bay have the right to refuse your participation in class until a medical certificate affirming you are able to participate in a class.
7. Neither we, our instructors or staff members are trained medical practitioners. Our directions, advice and assistance should not be taken as a substitute for professional medical advice. You acknowledge that you may be required to obtain a medical certificate to participate in classes.
8. Pilates on the Bay is not responsible for the safekeeping of your belongings. We do not assume responsibility for any lost or stolen personal property. If you do become the victim of a theft, report it to a staff member immediately.
9. To the extent permitted by law, you agree to release and indemnify Pilates on the Bay, including its instructors, owners, directors, representatives, or partners of individually or otherwise, for injuries, claims, cost, expense or damages that you might incur, suffer or arise with your participation of our facilities and services, unless it occurs because of our reckless conduct.
10. Nothing in this Policy excludes, restricts or modifies any terms, conditions, warranties, guarantees, right or remedies which cannot be lawfully excluded, restricted or modifies, including but not limited to guarantees under the Australian Consumer law.