

By signing up to participate in our classes, you agree to be bound by our Terms and Conditions set out below (**Terms and Conditions**).

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.

References to “we”, “us” and/or “our” in these Terms and conditions is a reference to SMART Pilates and SMART Coaching and its’ related entities, affiliates and franchisees (as relevant).

1. Medical Warning

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

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 that that the creators, producers, instructors and distributors of our exercise programs (together with their servants and agents) 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 on our website or given by our instructors.

2. Prices and Booking

Our current prices and timetables are displayed on our website. From time to time, our prices may change and these will be notified on the Website.

Prices and timetables may vary between Studios.

To sign up to participate in our classes, you must create an account with us. Your account will be governed by these terms and conditions, our Website Terms of Use, and Privacy Policy.

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 by calling or emailing your studio.

3. Cancellation Policy

To cancel a booking, you must notify your studio at least 12 hours prior to the commencement of the class. Cancellations made with less than 12 hours’ notice will incur the full cost of the class booked.

Class bookings can be cancelled online by logging into your account and choosing to unreserve the class you wish to cancel, or by calling or emailing the studio within the timeframe.

If you know you will not be able to make a class for which you have booked, within the 12-hour cancellation window, we strongly encourage a cancellation to be made, so that another person may take your reservation on the reformer.

4. Class Waitlists

If you are unable to book a spot because the class is full, register yourself on the waitlist and when a spot becomes available, you will be notified via email and automatically booked into the workout. Please ensure 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 in the class from the wait list, our 12-hour courtesy policy applies and a cancellation fee will apply if cancelled within this time.

5. Class Packs

All classes must be pre-paid before attending. You may do this when booking your place in a class, via a pre-paid pack or as a casual attendee.

A class pack entitles the holder of the pack attendance at classes offered by our studio.

Class packs 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. SMART Pilates and SMART Coaching does not offer any refunds, transfers, suspensions or extensions on class packs for illness, injury, change of mind, user error, change of address, unsuitability or any other reason.

Current prices and expiry time frames for each type of class pack can be found on our website and may be amended from time to time.

6. Referral Credit

From time to time, we may offer Studio credit to our existing members for introducing a new member to our studio. Studio credit may be used towards purchasing a class pack. It is not redeemable for cash, and is not transferrable to other Studios.

7. Gift Vouchers

Our studio offers gift vouchers for sale. Gift vouchers may also, from time to time, be given away by our studio for free or distributed as a reward, incentive, or as part of a marketing or promotional campaign.

Gift vouchers are limited to the current dollar value held on the voucher and are not redeemable for cash.

We bear no responsibility for loss or theft of Gift Vouchers. All Gift Vouchers have a strict expiry date. Unredeemed balances on Gift Vouchers are not refundable.

Gift Vouchers may not be returned, resold or used for any unauthorised advertising, marketing, sweepstakes or other promotional purpose.

8. Class Schedules

Class Schedules are subject to change or cancellation without notice.

We are not liable in any way to provide you with a refund, credit, transfer or compensation of any kind for classes that are not held in accordance with the class schedule, including without limitation any classes that are changed or cancelled.

9. Conditions of Entry

SMART Pilates and SMART Coaching, and its affiliated entities, reserves the right to refuse entry to, or eject from any of our studio, clients or others who are behaving in an anti-social, intoxicated,

disorderly, aggressive, offensive or dangerous manner or in any manner which may threaten the security of our clients or other people at the Studio.

Clients are strongly discouraged from departing classes prior to their scheduled conclusion time as it is disruptive to the enjoyment of other students attending those classes

Smoking and other forms of electronic smoking such as E-cigarettes and Vaping is prohibited inside and out the front of our studio at all times.

You are required to treat all persons and property at the Studios with all due care and respect.

For hygiene purposes, socks must be worn at all times during your workout.

For the enjoyment of all participants in your class please turn off all mobile phones before your workout unless you are a doctor and you are on call for example.

10. Personal Safety and Acceptance of Risk

By attending our studio and participating classes, you will be performing physical activity and exercise which has an inherent risk of personal injury. Participating in Pilates is undertaken at your own risk.

You must inform instructors if there are any risks to your health by participating in Pilates, including in a Class, such as if you have a pre-existing injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement. Participating in any form of exercise at our Studio with a Medical Condition is done entirely at your own risk.

You acknowledge that your participation in any form of exercise at our studio may involve risks, including risk of personal injury.

SMART Pilates and SMART Coaching instructors and studio staff are not medically trained and are therefore not qualified to assess whether clients are in good physical condition and/or that clients can engage in exercise without detriment to their health, safety, comfort or physical condition. Clients are advised to seek medical advice prior to commencing any exercise program if they are in any doubt about their ability to engage in exercise.

By participating in our classes, you agree that our liability in relation to *recreational services* (as that term is defined in section 139A of the *Competition and Consumer Act 2010* (Cth)) for any death, physical or mental injury (including aggravation, acceleration or recurrence of any such injury), the contraction, aggravation or acceleration of a disease, the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community, that may be suffered by you as a result of the supply of recreational services by SMART Pilates and SMART Coaching is hereby excluded, save that this limitation of liability does not apply to significant personal injury suffered by you as a result of reckless conduct by our studio in supplying the recreational services.

You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes in order to ensure that Pilates practice is undertaken in accordance with SMART Pilates and SMART Coaching Studio's best practice.

11. Pregnancy

Our regular classes are safe for women to attend pre- and post-natal pregnancy however we strongly advise your medical clearance and that you attend our smaller classes during pregnancy and post-natal stages.

12. Security

SMART Pilates and SMART Coaching I is not responsible in any way for the safekeeping of your personal belongings that you bring into our studio. As such, we strongly recommend that you:

- i. Refrain from bringing any valuable personal belongings into our studio, such as mobile phones, jewellery, personal devices, wallets, bags and purses;
- ii. Bring only any personal belongings into our studio which are absolutely necessary for you to possess for the duration of your visit; and
- iii. Store any personal belongings in the studio storage facilities provided for use for the duration of your visit.

13. Special Promotions

From time to time, our studio may offer promotions.

14. 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 packs or other products from us.

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 approximately 7 days after the failed payment.

We are in no way responsible for additional fees that you may incur from your bank in relation to processing payment of fees.

15. Your 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, a copy of which can be viewed on our website.

16. Limitation of Liability

Except for any liability that cannot be excluded by law, SMART Pilates and SMART Coaching (including its officers, sub-contractors, employees and agents) excludes all liability (whether under the law of contract, tort or otherwise), for any personal injury, loss or damage (including but not limited to loss of opportunity, loss of reputation or goodwill, loss of privacy or loss or corruption of information or data); whether direct, indirect, special or consequential, arising in any way out of your attendance at our classes. This includes but is not limited to any theft, unauthorised access or third-party interference.

17. Jurisdiction

These Terms and Conditions are governed by the law in force in New South Wales Australia.