

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

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 "studio", "we", "us" and/or "our" in these Terms and conditions is a reference to Ritual as Remedy pilates studio and its' related entities and affiliates (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.

When participating in our classes, do not over exert yourself and make sure you work at your own pace. Stop immediately if you feel pain or discomfort. You should immediately 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, 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.

To sign up to participate in our classes, you must book via our Website and the Mومence booking system/app. 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 smart phone app, or by calling or emailing the studio and also in person at the studio during opening times.

3. Cancellation Policy

To cancel a booking without forfeiting the cost of the class, you must cancel at least 12 hours prior to the commencement of the class. Cancellations made with less than 12 hours notice, or no shows, will incur the full cost of the class booked.

Class bookings can be cancelled online via links on our website or the Mومence app.

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

No availability in a class? No problem! 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 SMS and given the option to book into the class. This is done on a first in line basis. 60 minutes prior to the class commencing, a 'fastest fingers first' option will be sent out to everyone on the waitlist.

As a courtesy, if you are no longer available to attend the class, please remove yourself from the waitlist online or via the smart phone app. 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.

The sale of each class pack is subject to specific terms and conditions applicable to the type of membership which you hold, part of which can include a minimum commitment period, time limitations and/or class attendance limitations.

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. We do 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.

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.

We reserve our right to change our opening hours at any time, without notice to you. You will be notified of any permanent changes to our opening hours.

9. Conditions of Entry

Ritual as Remedy pilates studio, and its affiliated entities, reserves the right to refuse entry to, or eject from our studios, 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.

In order to minimise disruption during classes held at our studio, we recommend that you aim to arrive at least 5 minutes prior to the scheduled commencement time of a class. Once the class has started, your reformer may be given to someone on the waitlist.

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 is prohibited inside and out the front of our studio at all times.

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

Students are required to wear appropriate attire for physical exercise at all times while visiting our studio, and must refrain from wear clothing which contains offensive prints or designs or which may presents a danger to themselves.

For hygiene purposes, socks must be worn at all times during your workout. Specialised Pilates grip socks are available for purchase in studio.

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

10. Personal Safety and Acceptance of Risk

By attending our studio and participating in Pilates 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.

Studio 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 Ritual as Remedy pilates studio 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 Ritual as Remedy pilates 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 best practice.

11. Pregnancy

Our regular classes are safe for women to attend up to 14 weeks of pregnancy. Once pregnancy reaches 14 weeks, it is advised that you attend pre and post natal classes instead.

Please check our class schedule for availability of pre and post natal classes.

12. Security

Ritual as Remedy pilates studio 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.

13. Misuse of Class Packs

We reserve the right, in our discretion, to suspend or terminate your use of any class packs if we suspect any fraud or misuse of our booking system.

14. Special Promotions

From time to time, we may offer promotions.

15. 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.

16. 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 in full [here](#).

17. Limitation of Liability

Except for any liability that cannot be excluded by law, Ritual as Remedy pilates studio (including its officers, 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.

This limitation of liability applies even if Ritual as Remedy pilates studio has been expressly advised of potential loss.

18. Jurisdiction

These Terms and Conditions are governed by the law in force in NSW, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in NSW, and any court that may hear appeals from any of those courts for any proceeding in connection with these Terms and Conditions.