***TERMS & CONDITIONS***

**1. OVERVIEW**

By booking into a class/private or any other offerings at or by REFORMER PILATES LADIES FITNESS 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 any of our classes or offers.  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 REFORMER PILATES LADIES FITNESS and its’ related entities, affiliates (as relevant).

Participating in any REFORMER PILATES LADIES FITNESS of exercise at our studio is done entirely at your own risk. You are advised to seek medical advice prior to commencing any exercise program if you are in any doubt about your ability to engage in exercise.  You must inform REFORMER PILATES LADIES FITNESS us and any instructors if there are any risks to your health by participating in Pilates practice, including in a class, such as if you have a preexisting injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement (a “Medical Condition”). Where you have a Medical Condition, we strongly recommend that you seek approval from a medical practitioner to participate in any of our classes. Participating in any REFORMER PILATES LADIES FITNESS of exercise at our studio with a Medical Condition is done entirely at your own risk.

We are not liable in any way to provide you with a refund, credit, transfer, or to offer compensation of any kind, for Classes that are not held in accordance with the Class Schedule but may choose to do so at our sole discretion.  We reserve the right to change our opening hours at our studio on any given day without notice to you. You will be notified of any permanent changes to our opening hours.  REFORMER PILATES LADIES FITNESS reserves the right to refuse entry to, or eject you from our studio for any reason.

**2. 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, instructors and distributors of our exercise programs 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.

Owners and/or teachers reserve the right to restrict clients to a particular class type for safety reasons; and owners and/or teachers reserve the right to turn clients away if they do not have the correct medical clearance.

**3. GENERAL STUDIO TERMS AND CONDITIONS**

1. I agree that by buying services, or using the facilities at REFORMER PILATES LADIES FITNESS I am bound by these terms and conditions, whether or not the physical document has been signed by me.
2. I agree to abide by the rules of conduct, behavior, dress code, equipment usage and use of services that are displayed within this facility and that have been provided to me.
3. REFORMER PILATES LADIES FITNESS may at their discretion terminate any Rolling Fitness Plan agreement or cancel my class credits without notice for any non-compliance of this agreement or any behavior or action that they deem inappropriate.
4. Facilities and services may change without prior notice. Any such changes will not affect the terms of my plan.
5. I understand that from time to time I may be photographed or recorded at the studio and that these pictures/footage may be published on our website, Facebook page, on other social media or in promotional materials published by us. If you do not wish this to occur, please inform us at  info@reformerpilates.me.
6. The Client agrees not to engage in any type of commercial or business activity while using the facilities. The Client shall not act as a trainer for any other Clients or guests and any acts which constitute such business activities are strictly forbidden.

**4. CLASS CANCELLATION POLICY**

On class packs or plan, Clients are able to cancel booked classes within **4 hours** of the start of the class time without penalty. Upon doing so, the class credit for that class will be returned. If the cancellation is made less than 4 hours before the start of the class, or is not made at all, the class credit used to book the class will be forfeited.

**5. NO-SHOW POLICY**

If you reserve a space in a class and do not show up without cancelling through the scheduling page, you will lose your session and no show fee will be deducted from your account.

**6. PURCHASES**

All purchases are non-refundable and non-transferable between individuals. No refunds will be provided. No exceptions. No extensions are permitted to the specified expiry period.

Payment must be made prior to booking. You must either have pre-purchased sessions on your account or pay at the time of booking via the website or by visiting the facility.

**7. MEMBERSHIPS**

You must keep REFORMER PILATES LADIES FITNESS informed of any change in your contact details, bank accounts or credit card details for payment, or any other information relevant to your membership.

You acknowledge that you have been given the option of choosing membership based on a monthly billing agreement.

This agreement entitles the member to the usage of equipment and resources at REFORMER PILATES LADIES FITNESS in accordance with the T&C’s contained within. Failure to attend classes at REFORMER PILATES LADIES FITNESS does not exclude the member from other obligations contained in this agreement.

You agree to receive marketing correspondence via electronic transmission on a regular basis which may include (but not limited to) newsletters and promotional material.

When you have entered into an agreement for a monthly membership, there would be no refund due to the no cancellation policy. The membership will continue for the agreed minimum term.

**8. BOOKING CLASSES**

1. It is important that the client follows booking rules and etiquette.
2. The client is to book their space in the class online, either via the REFORMER PILATES LADIES FITNESS website, or via the REFORMER PILATES LADIES FITNESS App.
3. REFORMER PILATES LADIES FITNESS has small and intimate classes, so it is very important that clients are considerate of booking etiquette so fellow members do not miss out on classes.
4. Cancellation policies are subject to change at the discretion of REFORMER PILATES LADIES FITNESS.
5. If the class you wish to attend is full, you can sign up for the waitlist. Should a place become available you will receive either an email or text offering you a place in the class. You are not obligated to take the place in the class, but please respond if you can make it or not so your place can be offered to another member if you cannot make it.
6. Payment must be made prior to booking. To book into a class you must either have pre-purchased sessions in your account or pay at the time of booking in the studio.
7. By booking into a class you automatically agree to these Terms and Condition.

**10. LIABILITY**

I understand the risk of injury from reformer Pilates and other foreseeable activities that may occur during my time in the classes including using other gym equipment. I acknowledge that the risks of these activities may be significant including the potential for injury or death. I knowingly and freely assume all such risks, both unknown and known.

I acknowledge that I may engage in both privately supervised, group supervised or unsupervised activity and I assume all risks of using equipment, movement or exercise routines or props with or without staff present. In addition, I acknowledge that the business may present risks such as slippery surfaces, uneven surfaces, or risk associated with exercising on a reformer machine. In addition, I hereby release, indemnify and hold harmless REFORMER PILATES LADIES FITNESS, it’s employees and any additional affiliates including subcontractors and the owners of this business; and any other business that may be associated with this company, with respect to any and all injury, disability, death, loss or damage to person or property that may arise out of connection with this business or any use of its’ products, services or classes.

I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that this business is relying on this release in agreeing to enter into this agreement.

I have read the above release of liability information and liability and fully understand its terms and that I have given up substantial rights by signing/agreeing to this document, and I agree to it freely and voluntarily without inducement.

Before undertaking you first session with REFORMER PILATES LADIES FITNESS you agree to fill out a health questionnaire. All information provided on this questionnaire must be comprehensive and truthful. Should your circumstances change, you agree to contact us immediately to provide updated information.

I agree to provide accurate and truthful information about any physical condition or limitation I may to REFORMER PILATES LADIES FITNESS. This includes changes in my conditions or limitations for better or for worse; and where generally indicated or specifically recommended by my instructor I will follow up with a doctor, physiotherapist or other professional to ensure that I am safely able to undertake activities at REFORMER PILATES LADIES FITNESS.

**11. OUR WEBSITE**

The content of the pages of our website <https://www.reformerpilates.me/> is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on our website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our website meet your specific requirements.

Our website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in our website which are not the property of, or licensed to, the operator are acknowledged on the website.

Unauthorized use of our website may give rise to a claim for damages and/or be a criminal offence.

From time to time our website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to our website from another website or document without our prior written consent.

Your use of our website and any dispute arising out of such use of the website is subject to the laws of UAE.

**12. TRANSFER OF TITLE AND RISK**

REFORMER PILATES LADIES FITNESS reserves title in all products sold to purchasers until full payment has been received for those goods, regardless of whether REFORMER PILATES LADIES FITNESS has parted with possession.

Title in goods passes when REFORMER PILATES LADIES FITNESS has a received a full payment;

* If payment is made by direct deposit, received payment means cleared in any of the bank accounts specified in our terms of payment options.
* If payment is made by credit card, it means an ‘approved’ transaction.

Risk in goods passes at the point they are dispatched for delivery (whether physical or electronic), regardless of whether REFORMER PILATES LADIES FITNESS retains possession during delivery.

**13. DISCLAIMER OF WARRANTIES**

THE SERVICES, ALL PRODUCTS PURCHASED, THE CONTENT USED IN CONNECTION WITH THE SERVICES AND ALL TEXT, IMAGES, MERCHANDISE, AND OTHER INFORMATION ON, ACCESSIBLE FROM OR AVAILABLE THROUGH OR IN CONNECTION WITH THE SERVICES ARE PROVIDED ON AN "AS AVAILABLE" AND "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. USE OF THE SERVICES IS AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM **REFORMER PILATES LADIES FITNESS** OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SPECIFICALLY, BUT WITHOUT LIMITATION, **REFORMER PILATES LADIES FITNESS**, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT: (i) THE INFORMATION AND CONTENT AVAILABLE ON THIS SERVICES IS ACCURATE, RELIABLE, CORRECT OR FREE OF ERRORS; (ii) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED OR FREE OF ERRORS; (iii) THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR SECURE; (iv) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **REFORMER PILATES LADIES FITNESS** DOES NOT PROVIDE ANY WARRANTY ON PRODUCTS OR ITEMS THAT **REFORMER PILATES LADIES FITNESS** SELLS OR MAKES AVAILABLE ON THE SERVICES.

**REFORMER PILATES LADIES FITNESS** DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND **REFORMER PILATES LADIES FITNESS** WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**14. WEBSITE CONTENT, INTELLECTUAL PROPERTY**

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**15. USER CONTENT; SUBMISSIONS**

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By submitting or posting User Content on the Services, on your social media accounts or through any tools we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by **REFORMER PILATES LADIES FITNESS**, you will furnish **REFORMER PILATES LADIES FITNESS** any documentation, substantiation, or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold **REFORMER PILATES LADIES FITNESS** and its employees, agents, affiliates, assigns, and licensees harmless from any and all damages, claims, expenses, costs, or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

REFORMER PILATES LADIES FITNESS HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY USER CONTENT WITHIN ITS CONTROL THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST REFORMER PILATES LADIES FITNESS FOR SUCH REMOVAL AND/OR DELETION. REFORMER PILATES LADIES FITNESS IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICES. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT, OR INFORMATION YOU POST ON THE SERVICE OR ANY OTHER SITES OR PLATFORMS.

**16. YOUR ACCOUNT**

If you establish an account with **REFORMER PILATES LADIES FITNESS** you agree you are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of the Sites that occur under your account or your account password, unless such activities arise from **REFORMER PILATES LADIES FITNESS’s** negligence, willful misconduct, or breach of its obligations under the Privacy Policy or these Terms and Conditions. You agree to immediately notify **REFORMER PILATES LADIES FITNESS** of any unauthorised use of your password or account or any other breach of security by contacting us at the email address set out below.

You acknowledge and agree that **REFORMER PILATES LADIES FITNESS** may access, preserve, and disclose your account information, all Submissions, all communications to and from you, all information relating to your use of the Sites, and all information relating to the use of the Sites under your account or account password if **REFORMER PILATES LADIES FITNESS** is required to do so by law or legal process or if **REFORMER PILATES LADIES FITNESS** determines, in its sole discretion, that such action is necessary to protect the rights of **REFORMER PILATES LADIES FITNESS**, third parties, and other users of the Sites or for purposes of responding to your request for customer service. **REFORMER PILATES LADIES FITNESS’s** right to disclose any such information shall govern over any terms of our Privacy Policy.

**17. PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

**18. LINKS TO THIRD PARTY WEBSITES**

The Sites may contain links to websites and other resources operated by third parties other than **REFORMER PILATES LADIES FITNESS**. Such links are provided solely as a convenience to you. **REFORMER PILATES LADIES FITNESS** does not control such websites, and is not responsible for the content, products, services or information offered by any third parties. Unless otherwise specified, the inclusion of links to such websites on the Sites does not imply any endorsement of any website or the content, products or services offered, advertised, endorsed or promoted by any third party, or of any company or person. If you decide to access any third party websites or acquire any third party products or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties.

**19. INDEMNIFICATION**

By using the Services, you agree to indemnify, hold harmless, and defend **REFORMER PILATES LADIES FITNESS**, and its affiliates, and their respective officers, directors, employees, successors, agents, subsidiaries, partners, contractors, vendors, manufacturers, distributors, representatives, and affiliates (collectively, the “**REFORMER PILATES LADIES FITNESS** Indemnities”) from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys’ fees, resulting directly or indirectly from a claim (including without limitation, claims made by third parties for infringement of intellectual property rights) by a third party that arises in connection with (i) your use, misuse or access to the Services including any data or content transmitted or received by you; (ii) a dispute with a User; (iii) your breach of any terms of these Terms, including without limitation your breach of any of the representations and warranties above; (iv) your violation of any applicable law, rule or regulation or the rights of a third party; (v) your User Content; (vi) your willful misconduct, or (vii) any other party’s access and use of the Services with your unique username, password or other appropriate security code. You agree to cooperate as fully as reasonably required in the defense of any claim. **REFORMER PILATES LADIES FITNESS** reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you for which you will remain responsible for indemnifying and holding harmless the **REFORMER PILATES LADIES FITNESS** Indemnities.

**20. ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

**21. SEVERABILITY**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

**22. GOVERNING LAW**

The law applicable to the interpretation and construction of these Terms and Conditions and any transaction (including purchases made on this Website) using or related to the Website, shall be the laws of UAE, without regard to principles of conflict of laws. You agree that all matters relating to your access to or use of the Website, including all disputes, will be governed by the laws of UAE. All proceedings relating to the Website, these Terms and Conditions, or any transaction, including the sale of any products, using this Website, shall be brought only in the state or federal courts of UAE, and you and **REFORMER PILATES LADIES FITNESS** do hereby consent to the jurisdiction and venue of such courts.

**23. MISCELLANEOUS**

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms and Conditions will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein. Any headings or titles are for convenience only. The official language of these Terms and Conditions exclusively shall be English. All communications and agreements between **REFORMER PILATES LADIES FITNESS** and you and any proceedings in connection with these Terms and Conditions and/or your use of the site exclusively shall be made in English. **REFORMER PILATES LADIES FITNESS** and you waive any rights we each may have under any other law to have these Terms and Conditions written in another language. Any translation of these Terms and Conditions will be for convenience only.

**24. CONTACT INFORMATION**

For any questions or concerns about your use of our Services, please email us at info@reformerpilates.me.