

TERMS AND CONDITIONS

These terms and conditions outline important information regarding attending Flex Sports Physiotherapy and Clinical Pilates, including our Cancellation Policy, terms of purchasing our Pilates Class Pass and redeeming our Birthday Reward. Please be sure to read this document mindfully before you attend this clinic and if you have any questions please ask us. The terms and conditions of our Clinic may change from time to time and you will always be able to see the most up to date terms and conditions here.

1. Agreement

- When you purchase a Class Pass or redeem our Birthday Reward from us you agree to all the terms and conditions of this agreement.
- You agree that the information contained in this agreement outlines a complete agreement between you and us.
- If any part of this agreement becomes invalid or discontinued you agree that the remaining parts will continue to be valid.
- If Flex Sports Physiotherapy does not enforce its rights under this agreement that does not mean that we are waiving those rights. Our rights under this agreement may still be enforced.

2. Class Bookings and Cancellations

- We provide the option of permanent Pilates class bookings, floater class bookings and drop-in class bookings.
- Our permanent class bookings are forward booked according to your request and will be booked indefinitely unless you specify otherwise. It is your responsibility to cancel any classes you cannot attend according to our cancellation policy.
- If you cancel your permanent class for a period of greater than 6 weeks we cannot guarantee your ability to retain your permanent class. It is your responsibility to advise us of your return date at the time of taking leave.

- If you choose to be a floater we will contact you to offer you any class that matches your availability. It is your responsibility to let us know your availability. We will contact you via email, SMS or telephone call according to your preference. If you are a floater you also have the option of booking in to any class via our online booking system.
- If your preference is to drop in to any of our classes we request that you forward book via our online booking system or call our clinic directly to secure your appointment.
- Our cancellation policy applies to all Pilates class bookings whether you are a permanent client, floater or drop in client.
- If you need to cancel your appointment we request that you provide at least 24 hours' notice to avoid a cancellation fee. Failure to provide 24 hours' notice will result in a fee being charged.
- Cancellations can be made up to 24 hours prior to the start of your class to avoid a late cancellation fee.

3. Class Pass

- Our Class Pass is a pre-purchased 10 pack of Clinical Exercise Pilates classes offered at a discounted rate of \$500.
- We will hold your \$500 payment in credit for you to be used for each of your 10 Pilates classes.
- The fee for each class will be \$50. This will be detailed on your invoice for each class.
- We will email you your invoice for each class following attendance with all details required for you to claim through your private health fund.
- Individual classes cannot be claimed via Hicaps.
- Class Passes may only be used for Pilates classes and are not able to be redeemed for other services or stock purchases.
- Class Passes expire 6 months from purchase, no extensions are permitted.

- Class Passes cannot be transferred.

- If you provide less than 24 hours' notice for your Pilates class booked with your Class Pass you will forfeit the entire fee for that class, \$50 will be deducted from your pre-payment and applied as payment for your missed class. You will not be able to claim a private health benefit for this.

4. Cooling Off Period

- You may cancel your Class Pass at any time within 7 days of purchase by providing written notice.

- If you choose to cancel under this clause you will be refunded the balance of your purchase minus an administration fee of \$50.

- Refunds will be made via EFT or bank transfer within 10 business days. No cash refunds will be issued.

5. Class Pass Suspensions

- Clients who are unable to use their Class Pass for temporary reasons due to injury or illness are able to suspend their memberships for up to 30 days/one month maximum.

- A minimum of one week's written notice must be given either in the studio or via email to your regular studio.

- An administration charge of \$25 will apply to all suspensions requests.

6. Class Pass Terminations

- A minimum of one week's written notice must be given to terminate your class pass.

- A \$75 administration fee will be applied to all termination requests prior to refund of the balance.

7. Access to the Studio

- Lockers are provided for you at our clinic and you agree that you leave your valuables at your own risk. Lockers are not to be used to store personal belongings when you are not in the studio. Any lockers that are left locked overnight will have all belongings removed.

- Please ensure that you are wearing suitable attire, including non slip or grip socks for your classes and that no glass water bottles are taken into the Pilates studio space.

- Any belongings left behind will be kept in lost property by the studios for a maximum of one month after which time they will be given to charity.

8. Use of Pilates Studio Facilities

- It is your responsibility to use our equipment and facilities with respect and care. If you are unsure of how to use anything please let a staff member know.

- It is our right to remove or replace any equipment.

- We reserve the right to change, cancel or delete classes from our schedule at our discretion without notice.

- We reserve the right to close the studio for periods of refurbishment or holiday periods. If we decide to close the studio for more than 4 consecutive days you may request an extension on your Class Pass without penalty.

9. Medical or Physical Conditions

- It is your responsibility to let us know if you have any medical or physical conditions that may affect your Pilates practice.

- By agreeing to these terms you accept that you have no detrimental medical or physical conditions that you are not aware of that may prevent you from participating in our classes.

- If your medical or physical condition changes after commencing it is your responsibility to let us know.

10. Release

- You agree that practising with us involves a risk of minor and major injury, soft tissue injury, broken bones and joint injuries and that you practise at your own risk.
- You agree to practise safely and that you will ask for assistance when needed.
- You agree that we will not be liable for any personal items that are damaged, lost or stolen.
- You agree that we are not responsible or liable for any parking fines incurred whilst attending our clinic.
- You agree that you will be liable for costs of repairs and replacement of equipment damaged by yourself to any of our equipment.

11. Birthday Reward

- Our birthday reward is offered to all of our clients as a discount towards a 45 minute or 60 minute Myotherapy / Remedial Massage session.
- This offer will be emailed to all of our clients prior to their birthday month.
- It is your responsibility to keep your contact details, including your email address, up to date.
- This offer may only be used once within your birthday month.
- We request that you let us know at the time of booking that you wish to redeem your birthday reward.
- This offer may only be redeemed within the month of your birthday. This offer cannot be extended.
- If you cancel your Myotherapy or Remedial Massage appointment within 24 hours of the scheduled appointment time you will forfeit the reward and may be charged a cancellation fee according to our policy.
- This offer may not be redeemed for cash or used as credit towards any other service or product within our Clinic.

- This offer cannot be transferred

11. Violation of Rules and Regulations

- It is our right to change or vary the above terms and conditions and our policies from time to time.

- Any violation of our terms gives us the right to terminate your Class Pass effective immediately at our discretion.

- We reserve the right to refuse entry to anyone into the studio or to classes for any reason.

- We reserve the right to cancel, terminate or suspend Class Passes or access to the studio to any client who breaches the above terms and conditions without warning or notice.

12. Code of Practice

We adhere to the AHPRA terms of practice and professional conduct.

13. Unenforceable terms

If any provision of these terms and conditions is held by a court to be invalid or unenforceable, the invalidity or unenforceability will not affect the balance of these terms and conditions.