

GENERAL TERMS AND CONDITIONS

Valid as of 11 September 2017

I. Interpretation

1. For purposes of these General Terms and Conditions, whenever the context requires
 - a) the singular number shall be understood to include the plural and vice versa;
 - b) the masculine gender shall be understood to include the feminine and vice versa; and
 - c) the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.
2. If the context allows, “classes” shall be understood to include “events” as well.

II. Definitions

1. **Respirit Pilates** is the unregistered trading name of sole proprietorship of Piroska Balla as a natural person. It offers Pilates classes of different sort, and may also organize related workshops and other events.
2. **The Studio** refers either to
 - a) Respirit Pilates itself as the legal entity under point II.1; or
 - b) its premises located at 65, rue des Romains, L-8041 Strassen, Luxembourg
3. **Clients** are Respirit Pilates` clients who attend, attended or showed interest to attend Respirit Pilates` classes, workshops or other events.
4. **Honoured Clients** are clients who qualify to receive certain privileges. The usage of this term may be discontinued at any time.
5. **Instructors** are Pilates or other instructors appointed by Respirit Pilates to give classes, workshops or other events at Respirit Pilates.
6. **Online booking system (MBO)** is an online software used by Respirit Pilates and its Clients to manage Clients` data, Class Cards and payments as well as class schedules, reservations, and participation in any other events.
7. **Client account** is the client`s personal account within the Online booking system to manage his/her personal data, class bookings, cancellations as well as payments and class cards.
8. **Class schedule or Schedule** is the weekly timetable of collective classes as it is advertised within the Online booking system.
9. **Private classes** are classes given at Respirit Pilates for maximum three clients the same time, at the hour agreed between the client and the instructor.
10. **Collective classes** are small-group classes held by Respirit Pilates according to the weekly schedule.
11. **Mat classes** are classes including floor exercises, with the possible use of small accessories.
12. **Apparatus classes** are classes where clients work out on specific Pilates equipment such as

the Reformer, Cadillac or Tower, Chair and different Barrels.

13. **Event** is any programme, other than classes mentioned beforehand, organised by Respirit Pilates. For events special terms and conditions may apply.
14. **Class cards** are pricing options Clients purchase to attend classes at Respirit Pilates. It can be a **drop-in** ticket for a single session or a **class package** containing multiple tickets.
15. A **Contract** contains multiple numbers of the same class package, with certain validity and payment conditions.
16. **Validity period** is the period when class cards are valid to be used.
17. **Online resources** of Respirit Pilates are its website and Online booking system, irrespective of the electronic device they are viewed on.
18. **Website** is the official website of Respirit Pilates: www.respirit-pilates.com
19. **Newsletter** is a monthly electronic letter sent out by Respirit Pilates to its clients about all information that may be of interest to them.
20. Respirit Pilates` **Privacy policy** is a statement that discloses the ways Respirit Pilates collects and processes its customers` personal data.

III. Scope of application

1. Respirit Pilates` General Terms and Conditions regulate all relations between Respirit Pilates and its Clients.
2. By registering in Respirit Pilates` online booking system and participating in any of its classes, the Clients agree to the applicability of these Terms.
3. Respirit Pilates may change its Terms and Conditions at its own discretion at any time, with prior notifications to Clients.

4. The most recent version of the Terms and Conditions is always the version available at the website.
5. If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

IV. Class schedule

1. Respirit Pilates` all-time schedule is always available at the website, for the coming one week minimum.
2. During official holiday periods and bank holidays Respirit Pilates may run reduced schedule.
3. Morning classes with start time until 9.15am are guaranteed only if clients sign up until 10.00pm the night before.
4. Respirit Pilates reserves the right to change the schedule at any time. Where possible, time changes in the Schedule are announced in advance. If the change effects any Client`s reservation within the cancellation window and the Client does not wish to keep its booking, she can cancel the class without any penalty.
5. Respirit Pilates reserves the right to cancel a scheduled class at any time. Where possible, cancellations are announced in advance. Last minute cancellations may occur especially in case of sickness, *vis major* or if only one client has reserved the given class. In case of cancellation, Clients registered to the class will be refunded the class ticket on their client account.
6. Respirit Pilates reserves the right to change the instructor of any collective class at any time. The change of instructor does not give right to any client to get the class ticket in question refunded on this basis.

V. Client intake

1. Anyone who wishes to become client of Respirit Pilates, agrees to fill a registration form electronically and / or manually on paper.
2. Clients agree to be responsible for providing accurate and complete information about themselves during registration and to update such information as far as they are Clients of Respirit Pilates.
3. Clients understand that all information they have provided is held in strict confidence and processed according to Respirit Pilates` Privacy Policy.

VI. Attendance

1. As places are limited, Respirit Pilates` classes and other events are available by reservation only.
2. Clients are responsible to make their own reservation, preferably online within MBO. Registration is open for at least 7 days in advance and until 1 hour before collective and 3 hours before private classes start.
3. In exceptional cases reservations can be requested by e-mail and on phone. In these latter cases clients understand that their place will be subject to availability at the time of registration and not at the time when their request is sent.
4. In case of unavailability of places, clients can still register for the waiting list of the class in question. In case of cancellation outside the cancellation window the first client on the waiting list will be added automatically to the class and get notified by e-mail. In case of cancellation within the cancellation window, the first client will be informed by phone and can decide if she wants to get enrolled into the class.
5. All classes and events start on time as scheduled. It is the responsibility of the Clients

to arrive on time and get ready for the start of the class. All classes will finish as scheduled despite any late arrival. Clients arriving late to collective classes may not get access to the studio if the instructor teaching the class are not able to leave the present Clients to open the door.

6. Clients are requested to wear suitable attire for all classes. If the instructor finds that any clothing may pose a threat to the safety of the Client or fellow Clients, she may deny the Client`s participation.
7. The use of mobile phones and any other mobile device is not allowed in collective classes.
8. Clients take up any Respirit Pilates class voluntarily. They are fully aware of the risks and hazards involved, acknowledging that Respirit Pilates classes present a form of physical exercise activity and such as any sport, it may lead to injury, especially if practiced inappropriately. Therefore, Clients agree to follow instructions given by the Pilates instructor and to respect safety rules.
9. The Clients represent and warrant that they are physically fit and have no medical condition that would prevent their full participation in any class. The Clients understand that it is their responsibility to consult with their medical practitioners prior to and regarding their participation. In case of any health-related issue, they warrant to have been cleared to exercise by their medical professional and to have informed Respirit Pilates accordingly in any written form.
10. Clients understand that no Pilates class or event is suitable for participation under the influence of alcohol or any other drug or medication, prescribed or not, leading to the impairment of concentration or physical coordination. In case of doubt about the suitability of the class, the client is responsible to signal it before the class starts so that

appropriate measures can be taken, if necessary. Respirit Pilates reserves the right to refuse entry to the class where the Client's participation is considered to carry an unacceptable level of risk to his health and/or would be detrimental to the experience of other clients present.

VII. Safety rules

1. Any client arriving 10 minutes late or more to a collective class can participate only at his own risk and Respirit Pilates cannot in any circumstance take responsibility for any injury.
2. Clients are recommended to wear close-fitting clothing, nothing too baggy, for the benefit of personal safety, free movement and efficient teaching.
3. No jewellery is allowed for apparatus classes as they may get caught in springs and straps. Long hairs have to be tied up.
4. No lotion and cream is allowed on hands and exposed skin as it presents a slip-and-fall potential.
5. No glass bottles and other drinks than water are accepted in the exercise rooms.

VIII. Pricing and payment terms

1. Participation in all classes are to be paid in advance.
2. Clients have various class cards and contracts available to purchase, which give rights to the holder of the pricing option to participate in Respirit Pilates's classes.
3. The class cards' price, their validity and the type of classes that can be attended with them are listed on the website under the menu point "Pricing" as well as within the Online booking system. In case of discrepancy, prices listed within the Online booking system take precedent over those on the website. All prices

are per person and inclusive of the applicable value-added tax.

4. Payments shall preferably be made online by credit card in MBO. On request, payments can be settled by bank transfer to the bank account listed on the website under "Contacts" or paid cash at the Studio. Clients paying by bank transfer or cash will be credited their class card purchased onto their client account manually, once funds have been received.
5. Clients storing their credit card or debit card details within their client account can request Respirit Pilates to process their purchase online.
6. Class cards are for the personal use of each client. No class card can be transferred to any other client.
7. Class cards are not refundable, even if unused, irrespective of the reason.
8. Clients take the responsibility to use their purchased class cards within its validity period. Validity periods are principally calculated from the first day the class card is used. Class cards in Contracts may deviate from this general rule. Clients understand that the validity period of class cards cannot in principle be extended.
9. In case of prolonged sickness or injury clients can request in writing the suspension of their running class card, including a medical certificate. Respirit Pilates can decide on its own discretion whether to prolong the validity of the class card in question or reimburse the sum equal to the price of the remaining session on the client's account for further use.
10. Respirit Pilates reserves the right to change its prices and pricing policies at any time. Where possible, changes will be announced in advance. The class cards purchased prior to any such change will be valid until their validity end.

IX. Honoured clients

1. Clients regularly attending Respirit Pilates` classes are rewarded with the “Honoured client” status and become entitled to reduced prices, if available.
2. To calculate regular attendance, the following point system is introduced. Each class attended will be worth some points as follows:
 - a) Solo private classes – 3 points each
 - b) Duo / trio private classes – 2 points each
 - c) Collective apparatus classes – 2 points each
 - d) Collective mat classes – 1 point each

Once a client has collected 30 points in total, he reached the Honoured Client status and is requested to notify Respirit Pilates so that his client profile is updated accordingly.

3. The Honoured Clients retain their status provided that they keep attending the classes regularly, without a break of two months or more. By taking a break of two months or more calculated from the day of her last class, the Client loses its Honoured Client status. She can restart collecting the class points necessary to reach this privileged status again from that date.

X. Cancellation policy

1. Clients agree to observe Respirit Pilates` class cancellation policy.
2. Clients can cancel their attendance primarily within the Online booking system, but also in e-mail and short text message to the class instructor. With respect to the cancellation windows, the receipt time of these messages apply.
3. Late cancellation occurs within
 - a) 24 hours in case of private classes
 - b) 12 hours in case of collective classes

calculated from the announced start of the respective class, irrespective of the reason for cancellation.

4. In case of late cancellation, the full price of the respective class is due, unless Respirit Pilates manages to fill the cancelled place until the start of the class.

XI. Liability

1. Clients take up any class at Respirit Pilates voluntarily. They are fully aware of the risks and hazards involved acknowledging that Respirit Pilates Programme is a form of physical exercise activity and such as any sport, it may lead to injury, especially if practiced inappropriately.
2. Clients expressly and voluntarily waive any claim for, release, indemnify and will hold Respirit Pilates and its instructors harmless from any injury or loss sustained by them as a result of their failure to take precautionary measures and to follow instructions, provided always that nothing shall exclude or limit the liability of Respirit Pilates and of its instructors in respect of any injury occasioned by their negligence or other breach of duty.
3. Clients are asked to use the Pilates apparatus, all other equipment and accessories as well as all studio facilities at their disposal with respect and care. Clients accept responsibility for all property damage they may cause, except that due to ordinary wear and use.
4. Respirit Pilates advises Clients to take their valuable belongings with them in the exercise room. Respirit Pilates cannot assume any responsibility for any loss or damage related to leaving personal belongings in the changing rooms or any other part of the Studio.
5. Respirit Pilates has no liability arising from the use by any party of the information on its website.

XII. Privacy policy

1. By registering in Respirit Pilates` Online booking system, participating in any of its classes, or entering the premises of Respirit Pilates, the Clients agree and give permission that Respirit Pilates and its instructors collect and process their personal data, including taking and using visual images of them in any format and even without prior notice.
2. Respirit Pilates collects, holds and processes personal data for the purposes of
 - a) offering Clients the most suitable services;
 - b) payment processing and accounting requirements;
 - c) informing clients about Respirit Pilates` activities and any change in its schedules, prices and policies; and
 - d) marketing.
3. Respirit Pilates engages to hold all personal data of clients in strict confidence and processes them pursuant to applicable European legislation.
4. Respirit Pilates will never transfer any personal data of Clients to third parties, with the exception of sharing information with governmental agencies if by law it is required, especially in case of, but not limited to fraud prevention or investigation.
5. The clients can any time request information from Respirit Pilates about which of their personal data are hold and processed.
6. Clients are responsible to keep Respirit Pilates informed and updated about any change in their personal data. Clients cannot claim any right from Respirit Pilates` act based on using outdated personal data of any sort.
7. Any client can request Respirit Pilates in writing at any time to destroy his written personal data on file, with the understanding that he may not

be able to make us of Respirit Pilates` services thereafter.

8. Clients can unsubscribe from Respirit Pilates` Newsletter at any time if they do not want to be informed about Respirit Pilates` news and activities. In such a case, he cannot claim any right from not being informed about changes of terms and policies.
9. Clients agree that Respirit Pilates owns the visual images of Clients and any rights related to these images. The images may be used in any manner or in any media, even without prior notice, such as online and offline publications, promotions, advertisements and other marketing materials, irrespective of its format. Clients release Respirit Pilates from any claims, damages and liability that they may ever have in connection with the taking and with any kind of use of the images.
10. Respirit Pilates reserves the right to change its Privacy Policy at any time. Changes are announced in advance.

XIII. Use of online resources

1. Anyone using Respirit Pilates` online resources, such as, but not limited to its website and online booking system, accepts Respirit Pilates`s Terms and Conditions.
2. All information published on the website is provided for the use of its visitors. Although care has been taken to ensure technical and factual accuracy, visitors are advised that some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages.
3. Respirit Pilates gives no warranty that its online resources, their contents or hypertext links are virus free or uncontaminated. Visitors are advised to make their own virus checks and implement their own precautions in this respect. Respirit Pilates excludes all liability for

contamination caused by any virus or electronic transmission.

4. Respirit Pilates may use cookie and tracking technology depending on the website features offered, for the purposes of understanding how the visitors use the website and helping customize the website for visitors. Personal information cannot in principle be collected via cookies and tracking technologies. If visitors have, however, previously provided personally identifiable information, cookies might be tied to such information. Visitors understand that aggregate cookie and tracking information may be shared with third parties.

XIV. Confidentiality

1. Clients acknowledge that by attending classes at Respirit Pilates they may be exposed to information about Respirit Pilates` business and clients (hereinafter referred to as Confidential Information). This also applies, but not limited, to information that is confidential or commercially sensitive and which may not be readily available to others engaged in a similar business to that of Respirit Pilates or to the general public.

2. Clients hereby agree not to use any of the Confidential Information for her own personal purposes or benefits.
3. Clients shall keep secret during the period that they are being clients to Respirit Pilates, or any time after, and not, for whatever reason, use, communicate, or reveal to any person for her or another`s benefit, any of the Confidential Information.
4. Clients shall be liable to and indemnify Respirit Pilates for any breach hereof.

XV. Miscellaneous

1. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.