

CAN'T SIT STILL MOVEMENT

TERMS & CONDITIONS

Last updated: 21 August 2026

These Terms & Conditions apply to all bookings, classes, events, workshops and services provided by Can't Sit Still Movement ("we", "us", "our", "Can't Sit Still Movement"). By booking a class, purchasing a service, attending a class or using our website, you acknowledge that you have read, understood and agreed to these Terms & Conditions.

1. PARTICIPATION IN PILATES & EXERCISE

Pilates and physical exercise involve inherent risks. These may include, but are not limited to, muscle soreness, strains, sprains, falls, aggravation of existing injuries and, in rare circumstances, more serious injury.

You voluntarily choose to participate in our classes and activities and are responsible for exercising within your own capabilities.

Our classes are designed to provide general fitness and movement instruction and are not a substitute for medical, physiotherapy, rehabilitation or other professional healthcare advice.

You are responsible for listening to your body and modifying or stopping an exercise whenever you feel pain, discomfort, dizziness, shortness of breath or otherwise feel that an exercise is unsuitable for you.

2. HEALTH & MEDICAL CONDITIONS

Before participating, you must consider whether Pilates or physical exercise is appropriate for you.

You must inform your instructor of any relevant injury, illness, medical condition, physical limitation or other circumstance that may affect your ability to safely participate.

Where appropriate, you should obtain clearance or advice from your doctor, physiotherapist or other appropriately qualified healthcare professional before participating.

By attending a class, you confirm that you have disclosed any relevant information that may affect your ability to safely participate.

You remain responsible for deciding whether to participate in any particular exercise.

3. PREGNANCY & POST-NATAL PARTICIPATION

Our standard/general mat Pilates classes are not designed or advertised as pre-natal or post-natal classes.

If you are pregnant, have recently given birth or are otherwise in a pre- or post-natal period, please ensure you have appropriate medical clearance and select a class specifically designed for your stage of pregnancy or post-natal recovery where available.

Our pre/post-natal classes are designed to provide appropriate modifications; however, they do not replace individual medical advice.

You are responsible for obtaining any medical clearance recommended by your healthcare professional.

4. PERSONAL RESPONSIBILITY

When participating in a class, you agree to:

- follow reasonable instructions provided by your instructor;
- exercise within your own abilities;
- use equipment appropriately and safely;
- advise your instructor of relevant injuries or limitations;
- stop an exercise if you experience pain, dizziness or discomfort;
- ask questions if you are unsure how to perform an exercise; and
- take reasonable care of yourself and others participating in the class.

You acknowledge that everyone's body and abilities are different and that exercises may need to be modified.

5. OUTDOOR & COMMUNITY CLASSES

Some Can't Sit Still Movement classes may take place outdoors, including parks, beaches and other public spaces.

Outdoor environments may involve additional risks, including uneven or slippery surfaces, weather conditions, heat, cold, sun exposure, insects, plants, animals, traffic, members of the public and other environmental hazards.

You are responsible for bringing appropriate clothing, footwear, water, sun protection and any other items reasonably required for participation.

We may modify, relocate, postpone or cancel an outdoor class if weather or environmental conditions make the class unsuitable or unsafe.

6. BOOKINGS & PAYMENT

Bookings are subject to availability.

A booking is confirmed once payment has been successfully received or otherwise confirmed by Can't Sit Still Movement.

You are responsible for providing accurate booking and contact information.

Bookings are personal to the person who made the booking unless otherwise agreed by us.

We reserve the right to refuse or cancel a booking where reasonably necessary, including where participation may be inappropriate or unsafe.

7. CANCELLATIONS, REFUNDS & CREDITS

Due to the nature of our classes and limited class capacity, bookings are generally non-refundable.

Unless otherwise stated for a particular class or event, payment will not be refunded where you:

- change your mind;
- cannot attend;
- arrive late;
- fail to attend;
- book the wrong date or time; or
- cancel within the applicable cancellation period.

Where we offer a cancellation credit or transfer, this will be at our discretion and subject to availability.

Nothing in this section excludes, restricts or modifies any rights you may have under the Australian Consumer Law.

8. CLASS CANCELLATIONS & CHANGES

We reserve the right to make reasonable changes to class times, locations, instructors, class formats or other arrangements where necessary.

If we need to cancel a class, we will make reasonable efforts to notify affected participants and, where appropriate, provide an alternative class, credit or refund.

We are not responsible for delays, cancellations or changes caused by circumstances outside our reasonable control, including severe weather, natural disasters, emergencies, venue closures, government restrictions, illness or other unforeseen circumstances.

9. LATENESS

Please arrive with sufficient time to prepare for your class.

For safety reasons, late arrival may result in you being unable to participate if you have missed important instructions, warm-up exercises or safety information.

If you arrive after the class has commenced, your participation may be refused at the instructor's discretion.

No refund will ordinarily be provided for late arrival or missed participation.

10. EQUIPMENT

Where equipment is provided, you agree to use it carefully and in accordance with your instructor's directions.

You must notify your instructor immediately if you believe equipment is damaged, defective or unsafe.

You are responsible for taking reasonable care of any personal belongings brought to a class.

To the maximum extent permitted by law, Can't Sit Still Movement is not responsible for lost, stolen or damaged personal belongings.

11. ASSUMPTION OF RISK

You acknowledge that participation in Pilates and physical activity involves inherent risks.

By participating, you voluntarily accept the ordinary risks associated with physical exercise and agree to take reasonable responsibility for your own safety.

You acknowledge that an instructor cannot observe or anticipate every individual physical limitation, medical condition or risk.

You agree to immediately inform your instructor if you experience pain, discomfort, dizziness, injury or any other concerning symptoms.

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Can't Sit Still Movement, its instructors, contractors and representatives are not responsible for loss, damage, injury, expense or claim arising from your participation in our classes or use of our services where that liability may lawfully be excluded.

Nothing in these Terms & Conditions excludes, restricts or modifies any right, guarantee, remedy or liability that cannot legally be excluded under Australian law, including the Australian Consumer Law.

Where our liability may legally be limited, our liability will be limited to the maximum extent permitted by law.

Nothing in these Terms & Conditions is intended to exclude liability where doing so would be unlawful.

13. AUSTRALIAN CONSUMER LAW

Our services come with consumer guarantees that cannot be excluded under the Australian Consumer Law.

Nothing in these Terms & Conditions is intended to remove or reduce any rights or remedies you have under applicable Australian legislation.

If you believe a service has not met a consumer guarantee, please contact us so we can discuss the matter with you.

14. PHOTOGRAPHY, VIDEO & SOCIAL MEDIA

Photography, video and other recording may take place during Can't Sit Still Movement classes, workshops, events and activities.

By booking and attending a class or event, you acknowledge that photography and video recording may occur and consent to Can't Sit Still Movement taking and using photographs, videos or other recordings in which you may appear.

This content may be used for legitimate business, promotional and marketing purposes, including:

- our website;
- Instagram and other social media platforms;
- advertising;
- promotional materials;
- digital marketing;
- class promotion;
- business communications; and
- other Can't Sit Still Movement promotional content.

You understand that photographs and videos may be edited, cropped, resized or combined with other content.

You will not receive payment or other compensation for the use of your image.

OPTING OUT

If you do not wish to be photographed or recorded, please notify Can't Sit Still Movement before the class or event begins and make yourself known to your instructor.

We will make reasonable efforts to avoid intentionally photographing or recording you.

If you have previously provided consent and wish to withdraw your consent for future use, please contact us.

Withdrawal of consent does not require us to remove content that has already been lawfully published or distributed before your withdrawal where removal is not reasonably practicable.

You acknowledge that once content has been published online, it may be viewed, copied, downloaded or redistributed by third parties outside our control.

15. CHILDREN & BABIES

Where babies or children are specifically permitted to attend a class, they must remain under the supervision and responsibility of their parent or guardian at all times.

The parent or guardian is responsible for ensuring that the child or baby does not interfere with the safety of themselves, the parent, the instructor or other participants.

Can't Sit Still Movement does not provide childcare services.

16. RESPECTFUL BEHAVIOUR

We are committed to creating a welcoming, inclusive and respectful environment.

Participants are expected to treat instructors, staff and other participants respectfully.

We reserve the right to refuse participation or ask a participant to leave where their behaviour is unsafe, abusive, threatening, discriminatory, disruptive or otherwise inappropriate.

No refund will ordinarily be provided where participation is ended due to inappropriate or unsafe behaviour.

17. WEBSITE CONTENT

Information provided on our website is for general informational purposes only.

While we make reasonable efforts to ensure information is accurate and current, we do not guarantee that all website content will always be complete, accurate or up to date.

Information provided on our website should not be relied upon as medical, physiotherapy, health or other professional advice.

18. INTELLECTUAL PROPERTY

All content appearing on the Can't Sit Still Movement website and social media, including logos, branding, photographs, graphics, videos, text, designs and other materials, is owned by or licensed to Can't Sit Still Movement unless otherwise stated.

You must not copy, reproduce, modify, distribute, publish or commercially use our content without our prior written permission.

19. PRIVACY

We may collect personal information necessary to process bookings, communicate with participants, provide our services and operate our business.

We will handle personal information in accordance with applicable privacy laws and our Privacy Policy.

By providing your information to us, you acknowledge that we may use it for purposes reasonably necessary to provide and administer our services.

20. THIRD-PARTY SERVICES & WEBSITES

Our website or communications may contain links to third-party websites, booking platforms or services.

We are not responsible for the content, security, availability or practices of third-party websites or services.

Your use of third-party services may be subject to their own terms and conditions and privacy policies.

21. CHANGES TO THESE TERMS

We may update these Terms & Conditions from time to time.

The most current version will be made available on our website.

Where reasonably appropriate, changes will apply to bookings and services made after the updated Terms & Conditions come into effect.

22. SEVERABILITY

If any provision of these Terms & Conditions is found to be invalid, unlawful or unenforceable, that provision will be interpreted or modified to the extent necessary to make it enforceable, where legally possible.

The remaining provisions will continue to apply.

23. GOVERNING LAW

These Terms & Conditions are governed by the laws of Western Australia, Australia.

Any dispute will be subject to the applicable laws and courts of Western Australia, subject to any mandatory rights or protections available to you under Australian law.

24. CONTACT

Can't Sit Still Movement

Email: cantsitstillmovement@gmail.com

Website: <https://cantsitstillmovement.com>

ACKNOWLEDGEMENT

By booking or attending a Can't Sit Still Movement class, you acknowledge that:

- you have read and understood these Terms & Conditions;
- you understand that Pilates and physical exercise involve inherent risks;
- you agree to participate within your own physical capabilities;
- you will notify your instructor of relevant injuries, medical conditions or limitations;
- you understand our cancellation and booking policies;
- you acknowledge that photography and video may take place and consent to the use of your image for Can't Sit Still Movement's promotional and marketing purposes, subject to the opt-out process above; and
- you agree to comply with these Terms & Conditions.

By completing a booking, you confirm your acceptance of these Terms & Conditions.