

## Terms and Conditions - Studio THRYV

Welcome to Studio THRYV.

By enrolling in our classes, you acknowledge and accept the following Terms and Conditions:

### **1. Medical Advisory**

Before beginning any new exercise program, we strongly recommend consulting your healthcare provider to assess your current health and any relevant restrictions. While participating in our classes, please exercise within your limits, cease activity if you experience discomfort or pain, and seek prompt medical attention for any unforeseen physical changes.

Kindly inform your instructor of any pre-existing injuries or medical conditions that may affect your ability to perform exercises in our classes. By engaging in any exercise program (including the use of any equipment provided by us), you acknowledge that you do so at your own risk, and our creators, producers, instructors, and distributors will not be liable for personal injury, loss, or liability of any kind arising from your participation.

### **2. Pricing and Reservations**

Our current prices and class schedules are available on our Website. Prices may change over time, and updates will be posted on the Website.

Prices and schedules may vary.

To sign up for our classes, you must create an account, which will be governed by these Terms and Conditions, our Website Terms of Use, and Privacy Policy.

Classes have limited availability, so advance reservation is necessary. Bookings can be made online through our website or smartphone app.

### **3. Cancellation Policy**

To cancel a booking, please cancel your booking via the mومence app at least 8 hours before the class's start time. Cancellations made with less than 8 hours' notice will incur the full class cost.

Cancellations are not guaranteed when sent via email or social media.

If booking is not cancelled and you fail to show to your booked class, a \$10 no show penalty fee will be charged to your account.

### **4. Class Waitlists**

If a class is fully booked, don't worry! If you can't book a spot due to a full class, you can join the waitlist. If a spot becomes available, you'll receive an email notification and be

automatically booked into the class. Please ensure you check your text messages and email for your waitlist confirmation.

As a courtesy, if you become unavailable to attend the class, please remove yourself from the waitlist online or via the smartphone app. Once you've been confirmed in the class from the waitlist, our 8-hour cancellation policy applies, and a cancellation fee will apply if cancelled within this time.

## **5. Class Packs**

All classes must be prepaid before attending. You can do this when booking a class, using a prepaid pack, membership or as a casual attendee.

The sale of each class pack is subject to specific terms and conditions related to your membership type, including minimum commitment periods, time constraints, and class attendance limits.

Class packs are non-refundable, non-transferable and may not be sold, traded, gifted, shared, provided, or transferred to any person other than the purchaser.

Each class pack has a strict expiry date. If the allotted classes haven't been used before the expiry date, they will expire, and no refunds will be provided for unused classes.

The sale of a class pack is final. Studio THRYV does not offer refunds, transfers, suspensions, or extensions for class packs for reasons such as illness, injury, change of mind, user error, change of address, unsuitability, or any other reason.

Current prices and expiration timeframes for each class pack type can be found on our website and may be subject to change.

## **6. Referral Credit**

Periodically, we may offer Studio credit to our existing members for referring a new member to Studio THRYV. Studio credit can be used toward purchasing a class pack, cannot be redeemed for cash, and is not transferable to other clients.

## **7. Gift Vouchers**

At times, Studio THRYV may offer gift vouchers for purchase. These vouchers may also be given away for free or distributed as rewards, incentives, or as part of marketing or promotional campaigns.

Gift vouchers are limited to the current dollar value indicated on the voucher and are not redeemable for cash.

We are not responsible for any loss or theft of Gift Vouchers. All Gift Vouchers have a strict expiry date, and unredeemed balances on Gift Vouchers are non-refundable.

Gift Vouchers may not be returned, resold, or used for any unauthorised advertising, marketing, sweepstakes, or other promotional purposes.

## **8. Class Schedules**

Class schedules may vary and are subject to change or cancellation without prior notice.

We do not accept liability for providing refunds, credits, transfers, or compensation of any kind for classes that do not adhere to the class schedule, including those that are modified or cancelled.

We reserve the right to adjust our Studio opening hours without prior notice. Any permanent changes to our opening hours will be communicated to you.

Each class has a minimum bookings required for the scheduled class to go ahead. If the class is cancelled you will be notified via text message with a minimum of 6 hours notice.

## **9. Entry Conditions**

Studio THRYV and its affiliated entities retain the right to deny entry to or remove clients or others from our Studios for displaying antisocial, intoxicated, disorderly, aggressive, offensive, or dangerous behaviour or any conduct that may jeopardise the safety of clients or others at the Studio.

To minimise disruption during our classes, you are required to arrive at least 5 minutes before the scheduled start time. Once a class begins, your equipment may be assigned to someone on the waitlist.

We strongly discourage clients from leaving classes before their scheduled conclusion time, as it disrupts the experience for others.

Smoking is prohibited inside and outside our Studio at all times.

You are expected to treat all individuals and property at the Studio with due care and respect.

Clients must wear appropriate attire for physical exercise while visiting our Studios, and clothing with offensive prints or designs or that may pose a danger to oneself should be avoided.

For hygiene purposes, socks must be worn at all times during your workout. To ensure the enjoyment of all participants in your class, please silence all mobile phones unless you are a doctor on call.

## **10. Personal Safety and Acknowledgment of Risk**

By attending Studio THRYV and participating in Pilates classes, you voluntarily engage in physical activity and exercise, which inherently carries the risk of personal injury. Your participation in Pilates is undertaken at your own risk.

You must inform instructors of any health risks associated with participating in Pilates, including any pre-existing injuries, illnesses, muscle soreness/discomfort, or pregnancy, before starting a class. Participating in any exercise at our Studio with a medical condition is entirely at your own risk.

You acknowledge that your participation in any form of exercise at our Studio carries inherent risks, including the risk of personal injury.

Our instructors and studio staff are not medically trained and are not qualified to assess whether clients are in good physical condition or can engage in exercise without harm to their health, safety, comfort, or physical condition. Clients are encouraged to seek medical advice if uncertain about their ability to participate in exercise.

By participating in our classes, you agree to exclude our liability for recreational services (as defined in section 139A of the Competition and Consumer Act 2010 (Cth)), except for significant personal injury resulting from reckless conduct by Studio THRYV in providing recreational services.

You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes to ensure that Pilates practice aligns with Studio THRYV's best practices.

## **11. Pregnancy**

Our regular classes are safe for women to attend up to 14 weeks of pregnancy. After reaching 14 weeks of pregnancy, it is recommended that you obtain medical clearance to continue classes at our Studio. It is recommended that each woman be aware of her capabilities during pregnancy and take instructors guidelines on how to make adjustments. Each client and pregnancy will be taken on a case by case basis. We recommend that clients are open and keep communication lines with instructors and staff clear and open.

## **12. Security**

Studio THRYV assumes no responsibility for the security of your personal belongings brought into our Studio. Consequently, we strongly advise the following:

- i. Refrain from bringing valuable personal items into our Studio, such as mobile phones, jewellery, personal devices, wallets, bags, and purses.
- ii. Only bring essential personal belongings into our Studio that are necessary for your visit's duration.
- iii. Use the studio storage facilities provided to store personal items during your visit.

### **13. Misuse of Class Packs**

Studio THRYV reserves the right, at our discretion, to suspend or terminate your use of any Studio THRYV class packs if we suspect any fraudulent or misuse of our booking system. This includes use of class packs by other members or nonmembers.

### **14. Special Promotions**

Studio THRYV may periodically offer promotions at its Studio. To learn more about specific promotions, kindly check with your local studio for details.

### **15. Payment**

You are responsible for ensuring that there are sufficient funds in your nominated bank account or credit card to cover the cost of purchasing class packs or other products from us.

If a payment is declined for any reason, we reserve the right to process payment when sufficient funds are available in the nominated bank account or credit card to settle any owed fees. Auto-debit failures due to insufficient funds may result in fees, which will be on-charged to your nominated payment details.

We are not liable for any additional fees that you may incur from your bank related to processing payment of fees.

### **16. Your Personal Information**

Any personal information collected by Studio THRYV in accordance with these Terms and Conditions will always be handled in accordance with our Privacy Policy. A full copy of our Privacy Policy can be viewed on our website.

### **17. Limitation of Liability**

Except where liability cannot be excluded by law, Studio THRYV (including its officers, employees, and agents) disclaims all liability (whether under 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 from your participation in our classes. This includes, but is not limited to, theft, unauthorized access, or third-party interference.

This limitation of liability applies even if Studio THRYV has been advised of the possibility of such loss.

### **18. Jurisdiction**

These Terms and Conditions are governed by the laws of Consumer Affairs Victoria, Australia. By enrolling in our classes, you agree to the non-exclusive jurisdiction of the

courts with authority in Victoria and any courts that may hear appeals related to these Terms and Conditions.