

PilatYES — Terms & Conditions and Liability Waiver

Effective Date: Date of first purchase or class booking.

Welcome to PilatYES. These Terms and Conditions (the “Terms”) govern your membership, participation, and use of services at PilatYES Studio (“PilatYES,” “we,” “us,” or “our”). By purchasing a package, booking a class, or using our facilities, you agree to be bound by these Terms.

1. General Conduct

By participating in any class or activity at PilatYES, you agree to:

- Arrive on time, silence your mobile device, and treat instructors and fellow clients with respect.
- Use all equipment responsibly and clean it after use.
- Refrain from impersonating others, engaging in offensive conduct, or disrupting classes.
- Avoid any actions, online or in person that may bring the studio into disrepute.

We reserve the right to suspend or terminate your access to classes or membership without refund if you breach these Terms.

2. Memberships, Packages & Payments

2.1 Activation & Expiry

- All memberships and packages are activated immediately upon purchase and are non-transferable.
- Class packs are valid from the date of your first booking.
- Expiry dates are specified at the time of purchase. It is your responsibility to use all sessions before the expiry date.
- Extensions will only be granted upon submission of valid medical documentation.

2.2 Promotional Offers

- Discounts and promotional codes apply only to specified packages or time periods and cannot be applied retroactively.
- Promotions are valid strictly for the duration stated.

2.3 Termination by PilatYES

- We reserve the right to suspend or terminate any membership or package at our sole discretion in the event of a breach of these Terms.

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3. Bookings, Cancellations & Attendance Policy

3.1 Rescheduling

- A minimum of 12 hours' notice is required to reschedule a class.
- Rescheduling within 12 hours of the class start time will result in forfeiture of the session credit.

3.2 No-Shows & Late Cancellations

- Late rescheduling or cancellations will result in the loss of the class credit with no refund.
- No-shows are non-refundable.

3.3 Late Arrival

- Entry is not permitted once a class has commenced.
- First-time clients must arrive at least 5 minutes early for a mandatory safety orientation.
- Late arrivals will forfeit their session.

3.4 Repeated Missed Sessions

- Each late cancellation or no-show will be recorded on your account.
- After three such instances, your booking privileges may be temporarily suspended.
- You may contact the studio to reactivate your account.

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4. Health & Safety

4.1 Health Declaration

- You confirm that you are in good physical condition and capable of participating in physical exercise.
- You acknowledge and accept the inherent risks of injury or illness associated with physical activity.
- It is your responsibility to consult a medical professional before commencing any fitness program, if necessary.

4.2 Studio Safety

- You must inform instructors of any injuries, health concerns, or pregnancy prior to class.

- Grip socks are mandatory for all classes to ensure hygiene and safety.
- We reserve the right to deny participation if deemed necessary for your health or safety.

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5. Liability Waiver

By participating in reformer Pilates and related activities at PilatYES, you acknowledge and accept the following:

- You voluntarily assume full responsibility for all risks, including but not limited to injury, strain, fatigue, and exposure to communicable illnesses.
- You release, indemnify, and hold harmless PilatYES, its owners, instructors, employees, and agents from any claims or liabilities arising from your participation.
- This waiver includes claims resulting from ordinary negligence.
- This waiver does not limit your rights in cases of gross negligence or fraud.

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6. Photography & Marketing

PilatYES may capture photographs or video footage during classes for marketing or educational purposes.

By attending, you grant permission for your image to be used unless you have explicitly opted out in writing prior to the class.

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7. Privacy

We are committed to protecting your privacy and comply with the Protection of Personal Information Act (POPIA).

- Personal information collected is used solely for studio operations and communication.
- Your data will not be shared with third parties without your consent, except where required by law.

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8. Legal Terms

- These Terms constitute the entire agreement between you and PilatYES.
- If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- These Terms are governed by the laws of the Republic of South Africa.

– You may not assign or transfer your rights under these Terms without our prior written consent.

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9. Acknowledgement

By purchasing a class or package at PilatYES, you confirm that you have read, understood, and voluntarily accept these Terms and Conditions and the Liability Waiver. You acknowledge that you are waiving certain legal rights, including the right to institute legal proceedings.