



## GENERAL TERMS AND CONDITIONS

Valid as of 28 August 2024

### 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. **Visitors** visit Respirit Pilates either in person or its sites and electronic products online.
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 - Momence** is an online software specific to and used by Respirit Pilates, its instructors and its Clients to manage Clients` data, Memberships and payments as well as their class schedules, reservations, and participation in any other Respirit Pilates events.
7. **Client account** is the Client`s personal account within Momence to manage his personal data, class bookings, cancellations as well as payments and Memberships.
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, outside of the class schedule, at the time agreed between the Client(s) 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. **Workshops and Master Classes** are specific events organized by Respirit Pilates for a group of clients around a particular subject.
14. An **Event** is any programme organised by Respirit Pilates, other than Classes and Workshops mentioned beforehand.
15. **Memberships** are pricing options Clients purchase to attend Classes at Respirit Pilates. It can be a **drop-in ticket** for a single session or a **Package** containing multiple tickets.
16. A **Contract** contains multiple numbers of the same class Package, purchased by Momenca automatically debiting the Client's credit card in recurring periods.
17. **Subscriptions** are special class cards that are valid for a certain number of special classes, workshops or events, and only those, held within a certain period of time.
18. **Validity period** is the period when Memberships are valid to be used.
19. **Online resources** of Respirit Pilates are its website and Online booking system, irrespective of the electronic device they are viewed on.
20. **Website** is the official website of Respirit Pilates: [www.respirit-pilates.com](http://www.respirit-pilates.com)
21. **Newsletter** is a regular electronic letter sent out by Respirit Pilates to its clients about all information that may be of interest to them.
22. Respirit Pilates' **Privacy policy** forms an integral part of this General Terms and Conditions and it discloses the ways Respirit Pilates collects and processes its customers' and Visitors' personal and other data.

### III. Scope of application

1. Respirit Pilates' General Terms and Conditions regulate all relations between Respirit Pilates, its Instructors and its Clients.
2. By registering in Respirit Pilates' Online booking system, processing payments there within and participating in any of its Classes, Workshops or events 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.
4. The most recent version of the Terms and Conditions is always the version available on 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. Client intake

1. Anyone who wishes to become Client of Respirit Pilates, shall create a personal account within Momenca.
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.

### V. Class schedule

1. Respirit Pilates' all-time Schedule is always available within the Online booking system, for the coming one week minimum.



2. During official school holiday periods and bank holidays Respirit Pilates may run a reduced schedule of collective classes.
3. Morning Classes with start time until 09.15am can be 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 time 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 not enough number of Clients have reserved the given class. In case of cancellation by Respirit Pilates, Clients who have been registered to the cancelled Class will be refunded the class ticket on their Client account.
6. Schedule changes and class cancellations do not give right to the extension of the validity period of any Class card.
7. Respirit Pilates reserves the right to change the Instructor of any Collective Class, Workshop or Masterclass at any time. The change of instructor does not give right to any client to get the Class ticket in question refunded for the reason of changing the instructor.

## **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 Momenca. Registration is open for at least 7

days in advance and until 1 hour before any Collective and 3 hours before any Private class 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 manual 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 or event in question.

In case of cancellation from the class roster outside the cancellation window the first client on the waiting list will be added automatically to the class roster and get notified by e-mail. It is the responsibility of the waitlisted Client to be able to receive and read such automated email. Once the waitlisted client is automatically placed on the class roster, the cancellation rules apply.

In case of cancellation from the class roster within the cancellation window, the first client on the waitlist will be informed by phone and can decide if she wants to get enrolled into the Class. The cancellations rules start applying from the moment the waitlisted client is placed manually on the class roster.

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 is 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 or 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 Instructor and to respect safety rules.
9. The Clients, by presenting themselves to a class, 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 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.
6. In case of special circumstances Respirit Pilates may impose other safety and security rules and inform the Clients about them in writing.

## **VIII. Pricing and payment terms**

1. Participation in all Classes are to be paid in advance.
2. Clients have various Memberships 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 and validity periods 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 Mومence. 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 of any sort or cash will be credited their purchased Class card onto their Client account manually the soonest possible after the corresponding funds have been received. Clients understand this may delay their possibility to reserve their place in Classes.
5. Clients storing their credit card or debit card details within their client account can request Respirit Pilates to manually process their purchase online.
6. In case of an unpaid class on the Client's account for more than 2 weeks counted from the date of the unpaid class, Respirit Pilates reserves the right to process the purchase of a drop-in pricing option using the Client's credit card stored.
7. Memberships are for the personal use of each Client. No Package or Class ticket can be transferred to any other client, unless accepted in writing by Respirit Pilates.
8. Memberships are not refundable, even if unused, irrespective of any reason.
9. Clients take the responsibility to use their purchased Memberships within its validity period. Validity periods are principally calculated from the first day the Package is used. Packages in Contracts may deviate from this general rule and activate on the day of purchase. Clients understand that the validity period of Packages cannot in principle be extended.
10. Unused Memberships that activate on the first day of use will expire in 6 months calculated from the purchase date, if not activated within this period.
11. In case of prolonged sickness or invalidity after an injury, of min. 1 week, Clients can request in writing, the suspension of their running Package. A medical certificate attesting the expected lengths of unavailability of the Client is to be provided within 1 week from the first day of sickness or date of injury so that the request is considered. Respirit Pilates can decide on its own discretion whether to prolong the validity of the Package in question or reimburse the sum equal to the price of the remaining session onto the Client's Mومence account for further use. Unless otherwise stated on the certificate, the date of the certificate will serve as starting date for the invalidity and any suspension of the validity of the Package.
12. Respirit Pilates reserves the right to change its prices and pricing policies at any time. Where possible, changes will be announced in advance. The Memberships purchased prior to any such change will be valid until their validity end with the same conditions as those in effect at the time of purchase.

#### **IX. Special conditions for Contracts**

1. Contracts can be purchased through Mومence and they run on Mومence automatically debiting the Client's credit card at the advertised intervals for the advertised amount of time. Clients wishing to purchase a Contract have to save their credit card information within their Mومence account and it is their responsibility to ensure that their credit card is valid minimum until the date of the last scheduled payment within the purchased contract.
2. The validity of each Package within the Contract starts on the date of purchase.
3. Unused class credits of each Package can be rolled forward into the subsequent Package



and used by the end date of the total Contract period.

4. Contracts can be suspended for maximum 3 months in case of prolonged sickness or invalidity after an injury of min. 1 week duration, which has to be attested by a medical certificate including the expected lengths of unavailability.
5. Contracts cannot be terminated or reimbursed, irrespective of the reason for any such request.

#### **X. Cancellation policy**

1. Clients agree to respect 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 applies.
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, and 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.
5. Special cancellation policy applies for Workshops, Master classes and other events.
6. In case the Client has been granted by Respirit Pilates the full or partial reimbursement of any purchase, such funds are principally made available onto the Client's Momence account and can be used for later online purchases. In the event of a reimbursement in the form of a bank transfer, a 3% administration fee,

calculated on the total sum of the earlier purchase price in question, will be deducted from the reimbursable amount.

#### **XI. Special conditions for Subscriptions**

1. Respirit Pilates reserves the rights that certain classes, workshops or other events can be visited only if Clients subscribe for the whole series advertised.
2. No cancellation policy applies for subscriptions; missed classes, workshops or other events within the series will be lost in case the client cannot attend, irrespective of the reason.
3. In certain Subscriptions classes or workshops may build upon each other. In case of a missed class or workshop from such series Respirit Pilates may deny the participation of the Client from the rest of the Subscription events.
4. If Respirit Pilates have to cancel any class, workshop or event within the Subscription, clients will be reimbursed the amount of the lost class.

#### **XII. Special conditions for workshops and other events**

1. Specific cancellation and refund policy applies for Workshops and Master classes:
  - a. Cancellation more than 7 days before the workshop – 100% refund
  - b. Cancellation within 3 -7 days before the workshop – 50% refund
  - c. Cancellation within 48 hours from the start of the workshop – no refund.
  - d. In case of any refund payment processing and charge-back fees are deductible / payable by the Client.
2. For Workshops in Subscriptions the cancellation and refund policy detailed under point XII.1 applies with respect to the date of



the first workshop only. For any subsequent workshop in the series the rules for Subscriptions apply (see point XI.)

3. The cancellation policy for retreats and other events are defined on a case by case basis and advertised in the respective event notice.

### **XIII. 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. Clients cannot claim any right arising from the changes in the present Terms and Conditions.

6. Respirit Pilates has no liability arising from the use by any party of the information on its Website.

### **XIV. 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 take note of Respirit Pilates` Privacy Policy as detailed in Annex I.

### **XV. 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 Privacy Policy as detailed in Annex I.
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.

### **XVI. 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.

#### **XVII. 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.