



Peak Pilates - Terms and Conditions

By booking into a class with us at Peak Pilates (**Peak, We or Us**) you are automatically agreeing to the following Terms & Conditions:

1. Class Passes

- 1.1 Peak offers the following Passes: First Session Pass; Intro Offer; Casual Drop-in; Peak Package; and Peak Membership.
- 1.2 All Class Passes are non-transferable between individuals.
- 1.3 At times, Peak may offer you a discount on the Class Passes at a price that will be specified on the Website. The expiry dates of the discounted Class Passes may vary. Peak recommends that you check the expiry dates of any discounted offer before purchasing.
- 1.4 You acknowledge and understand that under no circumstances is Peak under any obligation to refund you the price paid for any Class Pass; allow you to cancel the Class Pass; allow you to transfer your Class Pass to a third party; or extend the expiry date.

1.5 Intro Offer Pass

- i. The Intro Offer Pass provides you with unlimited Classes at a fixed price as specified on the Peak Website, with an expiry date of 2 weeks from the date of first booking of a Class.
- i. The Intro Offer Pass is limited to new clients only, 1 client can only purchase the Intro Offer Pass once.

1.6 Peak Class Package

- i. The Peak Class Package (5, 10 & 20 Class Passes) provides you with Classes at various fixed prices & expiry dates.
 - 5 Classes at a fixed price with an expiry date of 3 months from the date of first booking of a Class
 - 10 Classes at a fixed price with an expiry date of 6 months from the date of first booking of a Class
 - 20 Classes at a fixed price with an expiry date of 12 months from the date of first booking of a Class
 - The Peak Class Package (5, 10 & 20 Class Passes) provides you with Classes at various fixed prices & expiry dates.
- ii. The Peak Class Monthly Package (8, 12 & 16 Class Passes) provides you with Classes at various fixed prices & expiry dates.
 - 8, 12 & 16 Classes at a fixed price with an expiry date of 1 month from the date of first booking of a Class.

1.7 Peak Membership

- i. The Peak Membership provides you with Classes at various fixed prices, as specific on the Website.
 - 1 Class Per Week at a fixed price with a minimum term of 13 weeks from the date of purchase.
 - 2 Classes Per Week at a fixed price with a minimum term period of 13 weeks from the date of purchase.
 - 3 Classes Per Week at a fixed price with a minimum term period of 13 weeks from the date of purchase.
- ii. Peak will grant you 1 opportunity to freeze your Pass for up to a 2-week period upon prior written request of at least 7 day's notice via the Contact Us page on the Website. You are only entitled to 1 Freeze during each 13-week Pass Period.

2. Conditions of Entry

- 2.1 Peak suggest you should arrive 10-15 minutes prior to the Class starting.
- 2.2 You must be at least 16 years of age. Children younger than 16 years of age are not permitted to be left in the studio or waiting area while you attend classes.
- 2.3 Minors between the ages of 16-18 years may be eligible to attend Classes if a written consent and signature of the minor's parent or legal guardian is provided.
- 2.4 Out of consideration for the Peak instructors, and other clients, as well as for your own safety, the warm up at the start of each Class is an important aspect of each Class. Please note if you are more than 5 minutes late for a Class, the Peak instructor may not let you participate at their discretion, and your Class credit will be lost.
- 2.5 If you are pregnant, or returning to exercise post-partum, or you have any injuries, you must inform us before attending any classes, we may require a medical certificate depending on the circumstance. For further details, please refer to Clause 9 - Liability and Risk.
- 2.6 You agree and acknowledge Clause 8 – Code of Conduct.

3. Booking, Payment and Peak Membership Change

- 3.1 Booking for Classes will be made via the Peak Pilates App or Peak Pilates Website.
- 3.2 To book a class, you must either have a Peak Class Pass, or Peak Membership Pass and have pre-paid your Fees, or you must pay your Fees at the time of booking.
- 3.3 Bookings for a Class are subject to availability, which is at the discretion of Peak.
- 3.4 You agree and acknowledge that payment of Passes may be made using third party payment gateways. When signing up to Pay, you agree that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the third party payment provider.
- 3.5 If you sign up to a Peak Membership, you acknowledge and agree:
 - i. If you have not paid the Fees on a Payment Date, you may be suspended from booking your Membership's Class via your Account until such time.

- ii. If a Payment has failed, an attempt to process payment of the Fees will be made again 2 days after the payment failure and you will be charged the Dishonour Fee for each failed payment.
- iii. Upgrades to another Peak Membership may be processed as of the next scheduled direct debit. Any discounted rates applied will be applicable for the upgrade.
- iv. Downgrades to another Peak Membership may be processed once the minimum term is met. Any discounted rates applied may not be applicable for the downgrade. The new minimum term will reset, starting at an agreed date the downgrade will commence.
- v. By purchasing the Peak Membership, you automatically agree to an 'Extra Class Fee' in the amount of \$35 per extra Class you attend if you book over the maximum limit of Classes per week.
- vi. By purchasing the Peak Membership, you acknowledge and agree that upon the expiry of 13 week Pass Period, your membership will automatically renew for a further 13 week Pass period perpetually until you terminate the membership in accordance with the Termination Clause 7.
- vii. Any unused and unattended Classes during the allocated week will not roll over or to be refunded.

4. Cancellation

- 4.1 In the event that the minimum number of Participants per Class is not met, Peak reserves the right to cancel the Class. We will immediately notify you of the cancellation and you will not be charged a fee.
- 4.2 If you wish to cancel a Class that you have booked, you must cancel via your profile on the Peak branded app, Website or Contact Us as soon as possible.
- 4.3 Cancellations/rescheduling need to be made more than 9 hours prior to the commencement of the Class.
- 4.4 For all Peak Class Passes, if you cancel a Class less than 9 hours before the start of the Class, the Class credit will be lost, and you will not receive a refund as per Clause 6.2.
- 4.5 For Peak Intro Offer (2 weeks unlimited) & Peak Foundation Membership, no-show or late cancel will attract a \$10 fee.
- 4.6 In an unforeseen circumstance your Class may be cancelled, you will be contacted as soon as reasonably practicable via text, phone or email.

5. Waitlist

- 5.1 If a Class is fully booked, you may elect to join the PEAK MINDBODY Waitlist for that Class. In order to utilise the Waitlist function you must have your 'Schedule Updates' text and email notifications turned on.
- 5.2 When a spot in the Class becomes available, the first person on the Waitlist will be automatically moved into the Class provided the Class is not due to start within the 9-hour cancellation window.
- 5.3 To cancel your booking you need to cancel more than 9-hours before the start of class to avoid the Late Cancellation or No-Show charge.

- 5.4 Please be mindful of this when booking the Waitlist for early morning classes as it is possible you will be automatically enrolled into a Class during the night up until 9-hours before the start of Class.
- 5.5 Please treat the Waitlist like you are booking a Class. If you have added yourself to the Waitlist and longer want to attend the Class, it is your responsibility to cancel the waitlisted classes via your Account (Account Schedule) in the PEAK MINDBODY APP.

6. Refund

- 6.1 Any refunds granted pursuant to this clause will be at Peak's sole discretion.
- 6.2 You will not receive a refund as a result of your failure to attend your Class.
- 6.3 You will not receive a refund for a change of mind relating to any Class Pass.
- 6.4 You will not receive a refund if you arrive more than 5 minutes late to your scheduled Class, and you may be denied entry at the discretion of the instructor.

7. Termination

- 7.1 Peak Membership can be terminated at any time with 2 weeks (14 days) written notice via the Contact Us page on the Website. Your membership access and payment schedule will continue as per usual during the notice period. Any amount owing must be finalised prior to the termination notice.
- 7.2 Peak may at any time and without notice, terminate the Terms with you, if:
- i. You fail to comply with any of these Terms and Conditions.
 - ii. The provision of the Class to you is, in the opinion of Peak, no longer commercially viable.

8. Code of Conduct

You agree and acknowledge that you must:

- i. Respect and follow directions given by Peak staff at all times.
- ii. Use Peak equipment and facilities with care and as instructed by Peak staff.
- iii. Act in a respectful, safe, hygienic, appropriate and lawful manner at all times.
- iv. Not mislead or provide false information to Peak.
- v. Not use camera or audio recording devices at a Peak location without prior permission from Peak.

9. Liability and Risk

- 9.1 You warrant and represent to us that you are medically sound and fit to undertake a physically demanding course of exercise conducted during Classes, and to use the equipment and facilities at Peak studio at your sole risk and responsibility.
- 9.2 You acknowledge that you have either had a physical examination and have been given your doctor's permission to participate, or that you have decided to participate in activity and use of equipment and machinery without the approval of your doctor and do hereby assume all responsibility for your participation and activities, and the use of equipment and machinery in your activities.

- 9.3 To the extent permitted by law, notwithstanding any other clause, you agree and acknowledge that strength, flexibility, and aerobic exercise, including the use of equipment are potentially hazardous activities. You also understand that exercise and fitness activities involve a risk of injury and even death, and that you voluntarily participate in these activities and use equipment and facilities with the knowledge of the dangers involved. You hereby agree that you will release Peak from any liability to you and any claims which you have, or may arise at any future time, including personal injury, illness, death or any loss or damage to any of your personal property.
- 9.4 Participation for prenatal and postpartum clients is solely at your own risk. If you have passed your first trimester, have had no complications and have been advised by your doctor that you are capable and healthy, you are permitted to attend classes at your sole risk and responsibility. You hereby agree you will release Peak from any liability to you and any claims which you have, including injuries, discomfort or death.
- 9.5 You agree and acknowledge that our instructors cannot provide medical advice or diagnosis. Any information provided by our instructors should not be considered as medical advice. If you choose not to take advice, or to disregard any advice given, you do so voluntarily and accept liability for all resulting injuries or damage.

10. Miscellaneous

10.1 Peak reserves the right to change, vary or amend the content of the Classes, Class Fees, all of these Terms and Conditions from time to time at its sole and absolute discretion.

10.2 Any changes to these Terms and Conditions will be effective upon Peak providing you with 10 days' written notice. Written notice may be via the website or Peak App.

10.3 These Terms and Conditions are governed by the laws of the Australian Capital Territory, Australia, and the parties irrevocably submit to the exclusive jurisdiction of the courts having jurisdiction in the Australian Capital Territory, Australia, and the courts of appeal from them.