



TERMS & CONDITIONS FOR REVIVE

REVIVE REFORMER PILATES- TERMS AND CONDITIONS:

If you do not agree with any of these Terms and Conditions, please do not participate in our classes.

References to “we”, “us” and/or “our” in these Terms and conditions is a reference to REVIVE.

Digital acceptance of these Terms and Conditions will accept the following:

1. Medical Warning

Prior to undertaking any new form of exercise, you should consult with your doctor or other healthcare practitioner to ensure that you are mindful of your current health and any restrictions that may be appropriate for you. When participating in our classes, do not over exert yourself and work at your own pace. Stop immediately if you feel pain or discomfort. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time. You must notify your instructor if you have any pre-existing injuries or medical conditions which may impact upon your ability to perform the exercises in our classes. By undertaking any exercise program (including the use of any equipment purchased from us), you acknowledge that you do so at your own risk that the creators, producers, instructors and distributors of our exercise programs (together with their servants and agents) will not be liable for any personal injury, loss or liability of whatsoever nature arising as a result of, or in connection with, your undertaking of any such exercise program or following advice contained on our website or given by our instructors.

2. Prices and Booking

Our current prices and timetables are displayed on our Website. From time to time, our prices may change and these will be notified on the Website. Prices and timetables may vary between Studios. To sign up to participate in our classes, you must create an account with us. Your account will be governed by these terms and conditions, our Website Terms of Use, and Privacy Policy. By clicking 'accept' upon registration you are agreeing to our Terms of membership. Payments made for membership, in class purchases and rolling memberships will be charged accordingly to the original card on joining unless otherwise stated. As such any future membership payments will be actioned on this card unless otherwise stated in advance. Acceptance of our Terms and Conditions are authority of this moving forward. Please note that only the cardholder details can be used and placed on file when joining. Use of spouse or family bank cards are used at your own discretion and errors are not the responsibility or liability of Revive Pilates.

3. Cancellation Policy

To cancel a booking, you must notify the Studio via the Glofox app or website at least 12 hours prior to the commencement of the class. Cancellations made with less than 12 hours notice will incur the full cost of the class booked.

If you know you will not be able to make a class for which you have booked, within the 12 hour cancellation window, we strongly encourage a cancellation to be made, so that another person may take your reservation.

4. Class Waitlists

If you are unable to book a spot because the class is full, register yourself on the waitlist and when a spot becomes available, you will be notified via email and automatically booked into the workout. Please ensure you check your email for your waitlist confirmation. As a courtesy, if you are no longer available to attend the class, please remove yourself from the waitlist online or via the smart phone app. Once you have been confirmed in the class from the wait list, our 12 hour courtesy policy applies and a cancellation fee will apply if cancelled within this time.

5. Class Credit Packs

All classes must be pre-paid before attending. You may do this when booking your place in a class, via a pre-paid pack or as a casual attendee. The sale of each class credit pack is subject to specific terms and conditions applicable to the type of membership which you hold, part of which can include a minimum commitment period, time limitations and/or class attendance limitations. A class credit pack entitles the holder of the pack attendance at classes offered by the particular Studio which sold the pack. Credit packs are non-transferrable between holders, and may not be sold, traded, gifted, shared, provided or otherwise transferred to any person other than the purchaser.

Each class credit pack and membership contains a strict expiry date. If the number of classes for which the class pack entitles attendance have not been used by the holder before the expiry date, then those classes will expire and no refund will be given for any unused classes. Please ask a member of staff for expiration dates that apply to the pack or membership package that you have purchased. The sale of a class pack is final. REVIVE does not offer any refunds, transfers, suspensions or extensions on class credit packs for illness, injury, change of mind, user error, change of address, unsuitability or any other reason. Current prices and expiry time frames for each type of class credit pack can be found on our website and may be amended from time to time.

6. Memberships

Memberships require a minimum 3-Month Commitment. Early Termination Fees will apply if you choose to end your membership before the agreed-upon duration. This is a rolling contract and after the initial three-month commitment, the membership continues to be a rolling contract. There is a membership freeze option, offering flexibility to freeze your membership for a maximum of one month, up to twice a year. A monthly membership grants access to Group Classes, for classes used within the calendar month. To cancel the membership, we kindly request a 30-day notice period in writing.

7. Gift Vouchers

Gift vouchers are limited to the current AED value held on the voucher and are not redeemable for cash. We bear no responsibility for loss or theft of Gift Vouchers. All Gift Vouchers have a strict expiry date. Unredeemed balances on Gift Vouchers are not refundable.

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

8. Class Schedules

Class Schedules may differ between Studios and are subject to change or cancellation without notice. We are not liable in any way to provide you with a refund, credit, transfer or compensation of any kind for classes that are not held in accordance with the class schedule, including without limitation any classes that are changed or cancelled. We reserve our right to change our opening hours at our Studios at any time, without notice to you. You will be notified of any permanent changes to our opening hours. For classes that have one or less clients attending, REVIVE has the right to cancel the class and the client will receive their credit back or be moved to another class if suitable.

9. Conditions of Entry

REVIVE and its affiliated entities, reserves the right to refuse entry to, or eject from any of our Studios, clients or others who are behaving in an anti-social, intoxicated, disorderly, aggressive, offensive or dangerous manner or in any manner which may threaten the security of our clients or other people at the Studios. Clients are required to treat all persons and property at the Studios with all due care and respect. In order to minimise disruption during classes held at our Studios, we recommend that you aim to arrive at least 10 minutes prior to the scheduled commencement time of a Class. Once the class has started, your spot may be given to someone on the waitlist. Clients are strongly discouraged from departing classes prior to their scheduled conclusion time as it is disruptive to the enjoyment of other clients attending those classes. Smoking is prohibited inside and out the front of our Studios at all times.

Clients are required to wear appropriate attire for physical exercise at all times while visiting our Studios, and must refrain from wear clothing which contains offensive prints or designs or which may presents a danger to themselves. For the enjoyment of all participants in your class please turn off all mobile phones before your workout unless you are a doctor and you are on call for example.

10. Personal Safety and Acceptance of Risk

By attending our Studios and participating Pilates classes, you will be performing physical activity and exercise which has an inherent risk of personal injury. Participating in Pilates is undertaken at your own risk. You must inform instructors if there are any risks to your health by participating in Pilates, including in a Class, such as if you have a pre-existing injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement. Participating in any form of exercise at our Studios with a Medical Condition is done entirely at your own risk. You acknowledge that your participation in any from or exercise at our Studios may involve risks, including risk of personal injury.

REVIVE instructors and studio staff are not medically trained and are therefore not qualified to assess whether clients are in good physical condition and/or that clients can engage in exercise without detriment to their health, safety, comfort or physical condition. Clients are advised to seek medical advice prior to commencing any exercise program if they are in any doubt about their ability to engage in exercise.

By participating in our classes, you agree that our liability in relation to *recreational services* (as that term is defined in section 139A of the *Competition and Consumer Act 2010* (Cth)) for any death, physical or mental injury (including aggravation, acceleration or recurrence of any such injury), the contraction, aggravation or acceleration of a disease, the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community, that may be suffered by you as a result of the supply of recreational services by REVIVE is hereby excluded, save that this limitation of liability does not apply to significant personal injury suffered by you as a result of reckless conduct by REVIVE in supplying the recreational services. You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes in order to ensure that Pilates practice is undertaken in accordance with REVIVE's best practice.

11. Pregnancy

Our regular classes are safe for women to attend up to 14 weeks of pregnancy. Once pregnancy reaches 14 weeks, it is required that you stop attending the standard classes. Specialty Pregnancy Workouts are offered at our studio, on request. These speciality Pregnancy Workouts are safe for women to attend throughout their entire pregnancy up to full term, if they feel comfortable to do so. Please call your our studio to check the availability of Pregnancy Workouts.

12. Security

REVIVE is not responsible in any way for valuable's and personal belongings at our Studio, such as mobile phones, jewellery, personal devices, wallets, bags and purses are the responsibility of the client. Studio storage facilities are provided for use for the duration of your visit.

13. Misuse of Class Packs

We reserve the right, in our discretion, to suspend or terminate your use of any REVIVE class packs if we suspect any fraud or misuse of our booking system.

14. Special Promotions

From time to time, our Studio may offer promotions. You acknowledge that not every studio will participate in every promotion offered by REVIVE.

15. Payment

It is your responsibility to ensure there are sufficient funds available in your nominated bank account or credit card to cover the cost of purchasing any class packs or other products from us. If a payment is declined for any reason, we reserve the right to process payment anytime where sufficient funds are available in the nominated bank account or credit card in order to settle any

fees that are owed. If an auto-debit is declined due to insufficient funds, our payment provider will charge for any failed transactions. This fee will be passed on to you approximately 7 days after the failed payment. We are in no way responsible for additional fees that you may incur from your bank in relation to processing payment of fees.

16. Your Personal Information

Your personal information collected by us in accordance with these Terms and Conditions will at all times be dealt with in accordance with our Privacy Policy.

17. Limitation of Liability

Except for any liability that cannot be excluded by law, REVIVE (including its officers, employees and agents) excludes all liability (whether under the law of 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 out of your attendance at our classes. This includes but is not limited to any theft, unauthorised access or third party interference. This limitation of liability applies even if REVIVE has been expressly advised of potential loss.

18. Jurisdiction

These Terms and Conditions are governed by the law in force in UAE. You irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in UAE, and any court that may hear appeals from any of those courts for any proceeding in connection with these Terms and Conditions.