

## GENERAL TERMS AND CONDITIONS

Valid as of 1 January 2022



PURE PILATES  
MOVEMENT & MORE

### 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. PURE Pilates is the trading name of PURE Health S.à r.l.-S. It offers Pilates classes of different sort, and may also organize related workshops and other events, as well as selling Pilates and any other well-being materials and accessories.

2. The Studio refers either to:

a) PURE Pilates itself as the legal entity under point II.1; or

b) its premises located at 11, rue Jean-Jacques Knepper, L-3389 Peppange, Luxembourg.

3. Clients are PURE Pilates` clients who attend, attended or showed interest to attend PURE Pilates` classes, workshops or other events.

4. Visitors visit PURE Pilates either in person or its sites and electronic products online.

5. Instructors are Pilates or other instructors appointed by PURE Pilates to give classes, workshops or other events at PURE Pilates.

6. Online booking system is an online software specific to and used by PURE Pilates, its instructors and its Clients to manage Clients` data, Class Cards and payments as well as their class schedules, reservations, and participation in any other PURE Pilates events.

7. Client account is the Client`s personal account within the Online booking system to manage his personal data, class bookings, cancellations as well as payments and class cards.

8. Class schedule or Schedule is the weekly timetable of collective classes as it is advertised on the PURE Pilates website and/or within the Online booking system.

9. Private Classes are classes given at PURE Pilates for individual clients, at the time agreed between the Client and the Instructor.

10. Collective classes are small-group classes held by PURE 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 PURE Pilates for a group of clients around a particular subject.

14. An Event is any programme organised by PURE Pilates, other than Classes and Workshops mentioned beforehand.

15. Class Cards are pricing options Clients purchase to attend Classes at PURE Pilates. It can be a drop-in ticket for a single session or a bundle containing multiple tickets.

16. A Contract contains multiple numbers of the same class bundle, with certain validity and payment conditions.

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 Class Cards are valid to be used.

19. Online resources of PURE Pilates are its website and Online booking system, irrespective of the electronic device they are viewed on.

20. Website is the official website of PURE Pilates: [www.purepilates.lu](http://www.purepilates.lu)

21. Newsletter is a monthly electronic letter sent out by PURE Pilates to its clients about all information that may be of interest to them.

22. PURE Pilates` Privacy policy forms an integral part of this General Terms and Conditions and it discloses the ways PURE Pilates collects and processes its customers` and Visitors` personal and other data.

### III. Scope of application

1. PURE Pilates` General Terms and Conditions regulate all relations between PURE Pilates, its Instructors and its Clients.

2. By registering and/or participating in any of its Classes, Workshops or events the Clients agree to the applicability of these Terms.

3. PURE 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. 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 PURE Pilates.

2. Clients understand that all information they have provided is held in strict confidence and processed according to PURE Pilates` Privacy Policy.

### V. Class schedule

## General Terms and Conditions Version of 1 January 2022

1. PURE Pilates` all-time Schedule is always available on the PURE Pilates website and/or within the Online booking system, for the coming one week minimum.
2. During official school holiday periods and bank holidays PURE Pilates may run a reduced schedule of classes.
3. PURE Pilates reserves the right to change the Schedule at any time. Where possible, time changes in the Schedule are announced in advance. If the change affects 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.
4. PURE 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 not enough number of Clients have reserved the given class. In case of cancellation by PURE Pilates, Clients who have been registered to the cancelled Class will be refunded the class ticket on their Client account.
5. Schedule changes and class cancellations do not give right to the extension of the validity period of any Class card.
6. PURE 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 on this basis.

### VI. Attendance

1. As places are limited, PURE Pilates` Classes and other events are available by reservation only.
2. Clients are responsible to make their own reservation, either by email, text message or via the Online Booking system.  
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 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 to the class roster and get notified by e-mail or text message. It is the responsibility of the waitlisted Client to be able to receive and read such emails or messages. Once the waitlisted client is 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.
4. 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.
5. Clients are requested to wear suitable attire for all classes. Wearing socks is mandatory for any Apparatus 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.
6. The use of mobile phones or any other mobile device is not allowed in Collective classes.
7. Clients participate in any PURE Pilates Class voluntarily. They are fully aware of the risks and hazards involved, acknowledging that PURE Pilates Classes present a form of physical exercise activity and such as any sport, may lead to injury, especially if practiced

inappropriately. Therefore, Clients agree to follow instructions given by the Instructor and to respect safety rules.

8. The Clients, by attending any 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 PURE Pilates accordingly in any written form.
9. 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 for signalling this before the class starts so that appropriate measures can be taken, if necessary. PURE 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 PURE 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 hair has to be tied up.
4. No lotion and cream is allowed on hands and exposed skin as it presents a slip-and-fall risk.
5. No glass bottles and other drinks than water are accepted in the exercise rooms.
6. In case of special circumstances PURE 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 is to be paid in advance.
2. Clients have various Class cards and Contracts available for purchase, which give rights to the holder of the Pricing option to participate in PURE 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. All prices are per person and inclusive of the applicable value-added tax.
4. Payments shall preferably be made online. On request, payments can be settled by bank transfer to the bank account listed on the Website under "Contacts", by Digicash or paid cash at the Studio. Clients paying by bank transfer, Digicash 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 PURE Pilates to process their purchase online.
6. In case of unpaid class on the Client`s account for more than 2 weeks counted from the date of the unpaid class, PURE Pilates reserves the right to process the

## General Terms and Conditions Version of 1 January 2022

purchase of a drop-in pricing option using the Client's credit card stored.

7. Class cards are for the personal use of each Client. No Class card or Class ticket can be transferred to any other client, unless accepted in writing by PURE Pilates.

8. Class cards are not refundable, even if unused, irrespective of any reason.

9. Clients take the responsibility to use their purchased Class cards within its validity period. Validity periods are principally calculated from the first day the class card is used. Class cards in Contracts may deviate from this general rule and activate on the day of purchase. Clients understand that the validity period of Class cards cannot in principle be extended.

10. In case of prolonged sickness or invalidity after an injury of min. 2 weeks, Clients can request in writing, the suspension of their running Class card. 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. PURE Pilates can decide on its own discretion whether to prolong the validity of the class card in question or reimburse the sum equal to the price of the remaining session onto the Client's 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 Class card.

11. PURE Pilates reserves the right to change its prices and pricing policies at any time. Where possible, changes will be announced in advance. The Class cards 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. Cancellation policy

1. Clients agree to observe PURE Pilates' class cancellation policy.

2. Clients can cancel their attendance primarily within the Online booking system, but also in email and short text message to the class instructor. With respect to the cancellation windows, the receipt time of these messages apply.

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 PURE Pilates manages to fill the cancelled place before 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 PURE Pilates the full or partial reimbursement of any purchase, such funds are principally made available onto the Client's Online 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.

### X. Liability

1. Clients sign-up for and attend any class at PURE Pilates voluntarily. They are fully aware of the risks and hazards involved acknowledging that PURE 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 PURE 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 PURE 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. PURE Pilates advises Clients to take their valuable belongings with them in the exercise room. PURE 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.

### XI. Privacy policy

1. By registering in PURE Pilates' Online booking system, participating in any of its classes, or entering the premises of PURE Pilates, the Clients take note of PURE Pilates' Privacy Policy as detailed in Annex I.

### XII. Use of online resources

1. Anyone using PURE Pilates' online resources, such as, but not limited to its Website and Online booking system, accepts PURE 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 as to the accuracy or completeness of information on these pages.

3. PURE 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. PURE Pilates excludes all liability for contamination caused by any virus or electronic transmission.

### XIII. Confidentiality

1. Clients acknowledge that by attending classes at PURE Pilates they may be exposed to information about PURE 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 PURE 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 PURE 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 PURE Pilates for any breach hereof.

### XIV. 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.