



VIRTUAL PILATES ADD-ON TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and ensure you understand your rights and obligations before you sign the *Pilates Add-On Membership Agreement* (**Pilates Add-On Agreement**) to gain access to the Virtual Pilates Classes (**Pilates Add-On**).

The Pilates Add-On is a Virtual Reformer Class held in the Pilates Studio. Members are required to complete an online introduction video prior to attending their first Pilates Class. The Pilates Classes are unsupervised and participation is at your own risk.

1. Application of Terms

- 1.1 These Terms and Conditions apply in addition to the Curtin Stadium Fitness Membership Terms and Conditions (**Membership Terms and Conditions**).
- 1.2 Where there is any inconsistency, the Membership Terms and Conditions will continue to apply.

2. Eligibility & Base Membership Requirement

- 2.1 The Pilates Add-On is not a stand-alone membership.
- 2.2 The Pilates Add-On is available to people who hold a valid Curtin Stadium Membership (not including visit pass pack holders and non-standard memberships like the Fitness Passport and Corporate Memberships) or current Student Semester Saver Pass (**Membership**).
- 2.3 If your Membership expires, is cancelled, or becomes invalid, access to the Pilates Add-On will also cease.

3. Cooling Off Period

- 3.1 Curtin provides you with a Cooling Off period during which you may cancel your Pilates Add-On within 7 days after the day of sign up.
- 3.2 If you cancel your Pilates Add-On during the Cooling Off period, you must do so by applying through the Stadium website or in writing by post or email and Curtin will lodge a refund for the membership and joining fees for processing within 7 days of receiving the cancellation request.

4. Age Requirement

Members must be 16 years of age or older to purchase a Pilates Add-On and access the Pilates Studio. If you are under 18, this Pilates Add-On Agreement must be signed by your parent or legal guardian. By signing on behalf of a child, the parent or legal guardian agrees to be responsible for ensuring the child exercises safely, pays their Pilates Add-On fees and otherwise follows this Pilates Add-On Agreement.

5. Cancellation of Pilates Add-On

- 5.1 Once purchased, the Pilates Add-On is valid for the duration of your Membership. If your Membership expires or is cancelled or terminated under the Membership Terms and Conditions, the Pilates Add-On will automatically expire on the same date.
- 5.2 If you wish to cancel the Pilates Add-On whilst keeping your Membership you must request cancellation in accordance with clause 5.3.
- 5.3 To cancel, you must give 28-days written notice by applying to cancel your Pilates Add-On by completing the online form on the Stadium website. During the 28-day cancellation notice period, your Pilates Add-On access remains valid and your account will be charged in accordance with the terms set out in your *Pilates Add-On Agreement and Direct Debit Request Form*.

6. Suspension or Pause of Membership

- 6.1 If your Membership is suspended or placed on hold for any reason, your Pilates Add-On will also be suspended for the same period.
- 6.2 No access to the Pilates Studio will be available during the suspension period.

7. Billing & Payments

- 7.1 The Pilates Add-On is billed via direct debit from your nominated account.
- 7.2 Where your Membership is paid by direct debit, the billing cycles may not align if the Pilates Add-On is purchased on a separate date. You may request a specific debit date by contacting Curtin Sport and Recreation directly. Approval is subject to operational feasibility.
- 7.3 Where your Membership is upfront, the Pilates Add-On must still be paid via fortnightly direct debit. Payments will automatically cease upon the expiry of your term.

8. Failed Payments

- 8.1 If a direct debit transaction for the Pilates Add-On is unsuccessful, an unsuccessful transaction fee of no less than \$14.90 will apply, pursuant to the *Direct Debit Request Form*.
- 8.2 Access to the Pilates Studio will be suspended until all outstanding balances have been paid.

9. Bookings & Class Limits

- 9.1 Bookings are essential for all Pilates classes and are subject to availability.
- 9.2 Members may book a maximum of one (1) class per day.
- 9.3 Members may attend up to five (5) classes per week.
- 9.4 Weekly class limits do not roll over, and unused classes cannot be accumulated, carried forward, or transferred under any circumstances.
- 9.5 Attendance in excess of the five (5) classes per week limit may incur an additional class fee of \$10 per class, charged to your nominated bank account.
- 9.6 Induction or onboarding sessions do not count toward daily or weekly class limits.

10. Late Arrivals

- 10.1 For health and safety reasons, participants who arrive more than 5 minutes after the scheduled class start time will not be permitted to join the session.
- 10.2 Late arrivals will be recorded as a no-show, and a \$5 no-show fee will be debited from your nominated bank account.

11. Cancellations & No-Shows

- 11.1 A class booking may be cancelled up to 2 hours prior to the scheduled start time without penalty.
- 11.2 Cancellations made less than 2 hours before the class start time will be treated as a late cancellation and will incur a \$5 no-show fee, debited from your nominated bank account.
- 11.3 Failure to attend a booked class without cancelling will incur a \$5 no-show fee, debited from your nominated bank account.

12. Timetable Changes

- 12.1 Class schedules and timetables are subject to change from time to time. Curtin reserves the right to amend class times, instructors, formats, or availability where required.

13. Studio & Equipment Access

- 13.1 Access to the Pilates Studio is strictly limited to scheduled class times only.
- 13.2 Members are not permitted to enter the Pilates Studio or use reformer equipment outside of a scheduled class unless explicit written approval has been provided by Curtin Sport and Recreation Senior Management.

14. Participation, Safety & Use of Equipment

- 14.1 By participating in Pilates, you agree to watch the induction video in full prior to booking your first Pilates class.
- 14.2 You agree to follow any reasonable instructions by Curtin Sport and Recreation Staff.
- 14.3 You acknowledge that the Pilates Sessions are virtual and unsupervised. Participation is at your own risk.
- 14.4 Appropriate, non-slip grip socks must be worn at all times.
- 14.5 All equipment must be wiped after use in accordance with the Curtin Sport and Recreation Fitness Centre Rules.

15. Exclusion of Liability

- 15.1 Curtin is not responsible and excludes all liability (to the extent permitted by law) whether direct or indirect for any loss or damage, deterioration of health, illness, death, aggravation of any health condition that you may incur or suffer as a result of your use of the Fitness Centre, or participation in the fitness services, or advice that is given to you by Curtin, its employees or agents, except to the extent Curtin's negligence directly contributed to the liability.
- 15.2 Curtin is not responsible and excludes all liability whether direct or indirect arising out of any loss, damage, theft or otherwise that you may sustain in respect of your personal effects and belongings.
- 15.3 You agree to release and hold harmless Curtin and its officers, employees and agents from and against all actions which may be brought by you, or on behalf of you, in respect of any incident arising out of injury, loss, damage or death caused to you or your property in any way whatsoever, except to the extent Curtin's negligence directly contributed to the liability.