

## **INTERPRETATION & VARIATION**

1

In the Terms & Conditions the following definitions apply:

- Company means VERTICAL BARRE BV (registered in KBO under number 0763.570.934).
- Member/Studio User means any person that has signed a Registration Form or ticket the Waiver box online which has been accepted by the Company.
- Registration Form means the registration & application form signed by each Member.
- Studio means any of the physical studio locations of the Company as published on our website(s) from time to time. Terms & Conditions as defined here.
- Website means [www.vertical-barre.com](http://www.vertical-barre.com) or affiliated websites.

2

The Terms & Conditions are incorporated into the Registration Form & online booking system.

3

The Company reserves the right to vary or revoke any of the Terms & Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the Studio & the conduct of Members. Any such changes will be published on our websites and, until revoked, are binding on Members.

4

The Terms & Conditions shall be governed by the laws of Belgium and is subject to the exclusive jurisdiction of the Belgian courts.

## **MEMBERSHIP/STUDIO USER**

1

Subject to condition, when a person has signed a Registration Form or ticked the terms & conditions on-line they shall become a Member of the Studio or a studio user.

2

Acceptance of a person as a Member or a studio user is at the discretion of the Company.

3

The Company reserves the right to withdraw, suspend or refuse to renew the membership of any Member or User whose conduct is, or may be deemed to be in the Company's reasonable opinion, injurious to the character of the Studio or amounts to a breach of the Terms & Conditions or where such expulsion is otherwise to be in the interests of the other Members of the Studio. Any Member so expelled shall forfeit all privileges to membership & shall not be entitled to any refund for any period during which his membership is suspended.

4

The Studio may run promotional introductory offers from time to time. These offers are exclusively for new students who are not already registered (Members/Users) with the Studio & are not for repeat use.

## **STUDIO OPENING HOURS**

1

Details of class times at the Studio may vary from time to time. Class times will be published by the Studio on our Website. Studios are open 30 minutes before and after class.

2

The Studio operates within in operational hours for its communication, regular classes, workshops, and personal training. Operational Hours be published by the Studio on our Website. Availability outside of operational hours are upon request.

## **PAYMENT TERMS**

1

Details of class prices & class card prices are available on our website(s) or shall be such prices as determined by the Company from time to time.

2

Payments for classes at the Studio do not entitle you to attend classes of any other Dance, fitness (or equivalent) studio other than those operated by this Company (in the event that they are available).

3

Subject to any statutory right of cancellation, payments for classes, class card fees, monthly subscription fees & annual payments are made non-refundable unless otherwise stated in the Terms & Conditions.

4

Workshops, Events & Enrolments are non-refundable. If notice is given with a minimum of 7 days prior to the workshop date due to unforeseen circumstances or medical emergencies, they can be credited to account as credit for another workshop, or partly credited in the form of a discount for an upcoming booking.

## **MONTHLY AUTOPAY**

1

The provisions of this clause 4 shall only apply to Members that subscribe to limited and unlimited classes by monthly (Subscription). Memberships that are subject to this clause will be published by the Studio and on its websites.

2

Members shall be given no less than 90 working days' written notice of any increase in their Subscription (unless otherwise agreed in their contract).

3

A Member may cancel their Subscription at any time after the minimum term as stated with each membership, by written request to [info@vertical-barre.com](mailto:info@vertical-barre.com), giving a 14-days' notice before the next renewal date.

4

Members agree & acknowledge that by agreeing to the Minimum Subscription Period of 6 months, they are being given preferential rates by the Company and therefore it is fair and reasonable that the Company charges them for any payments as described & referred to above.

5

Failure of payment upon due date will result in additional fees of 10%, with a minimum of 75 EUR, multiplied with legal interest of 10%, without formal notice. Belgian law is applicable, with the authorized court located in Antwerp.

## 6

Members who do not wish to accept a change proposed by the Company to the Terms & Conditions or to pay an increase in any Subscription fees may cancel their Subscription by giving written notice to the Studio. The notice must be given before or within 30 days after the change to the Terms & Conditions or increase in subscription fees takes effect and must expire at the end of the relevant calendar month. The Member giving notice must continue to pay subscriptions at the rate current immediately prior to any proposed increase until the end of such notice period.

## **PERSONAL BELONGINGS**

Personal belongings are brought into the Studio premises at the Member's risk & the Company does not accept liability for any loss or damage whatever to such items. For security reasons Members are advised to place personal belongings in the lockers provided and not leave them in the changing rooms, waiting spaces, or sanitary areas.

## **FACILITY BOOKINGS**

### 1

Early Cancels – For cancellations more than 12 hours before the start of class there is no fee applied. This allows waitlist students to be contacted and join the class.

### 2

Late Cancels – For cancellations within 12 hours of the class start time, you will be charged the full fee.

If you have a class pass, you will lose a class.

Unlimited members will be fined € 10 for every late cancellation exceeding 3 times in the active month”. Payment if the fine is due at the next month for monthly members, and before or at the next class for 6-monthly or yearly members.

### 3

A ‘No Show’ (Failure to turn up for a class at all without prior cancellation) will incur the following:

Drop in students: If you have pre-paid for your class you will lose the class you have paid for.

Members: ‘No Shows’ will be fined €10, due before next visit.

Please remember that you must go to our online booking system & remove yourself from the class list or call our reception desk if you cannot attend a class.

### 4

Our Online Booking Facilities & rules are as follows:

- Classes can be booked online up to 45 days in advance.
- All students with online bookings must sign in at least 5 minutes before the class starts.
- When classes have reached their online booking capacity you can add yourself to the waitlist.
- If you are on the waitlist you will automatically be allocated a space in the class once a spot becomes available
- Our booking system will email you a notification.
- You will be charged the No Show fee if you are added from a waitlist into the class & you do not cancel.

## **USE OF FACILITIES**

### 1

A Member is entitled to use the Studio’s facilities during scheduled class times providing always that the Studio may at any time withdraw all or part of its facilities for any period or periods & with notice, where practicable, in connection with any leaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio or the Company.

### 2

Children under the age of 16 may only use the Studio & attend classes if accompanied by an adult & when under their care & supervision, however the Studio reserves the right of refusal for any minor to practice according to clause.

## **FITNESS & HEALTH**

### 1

Members are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Studio reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

2

Members with the following condition(s) should not attend class: cardiac irregularities and severe conditions affecting blood (pressure). If there is any doubt, the Member should consult his doctor. Members & their guests must notify the Studio of any circumstances affecting their health which may be exacerbated through continued use of the Studio.

3

Members are required to follow the instructions of the teacher at all times.

## **DRESS & FOOTWEAR**

Members are requested to wear a form or dress appropriate to the practice of Barre, Floor-barre®, Pole, Pilates, Flexibility training, or Personal Training. Footwear - when not practicing Personal Training or Pole on Heels, should be removed in the changing rooms and left there in accordance with instructions.

## **SAFETY & HYGIENE**

1

Smoking is not allowed anywhere on the premises.

2

Trash should always be thrown away in the designated bins, it is not allowed to carry trash around the studio.

3

Using a towel is mandatory in the Pole & Flexibility classes, considering the hygiene of the studio mats for clients who come after you. If you forget to bring a towel, you can rent one in the studio for €2.

4

Small dogs are allowed on the premises upon request, other pets must not be taken inside at any time. It is not allowed to feed, carry around, set free, or abuse animals (other than insects) on the premises.

5

In the event of a fire, Members are asked to make their way to the nearest available exit.

## **GENERAL GUIDELINES**

1

Members must at all times observe the Studio guidelines which may be notified to them from time to time & are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

2

Members are required to give written notice to the Company of any change of address, email or contact number. Failing such notice, all communications shall be assumed to have been received by the Member within 5 days of mailing to the last address notified to the Company.

3

The Company reserves the right to refuse admission to the Studio.

4

The Company may, if a Member so wishes, communicate with the Member by email. By providing an email address to the Company the Member consents to receiving email communications from the Company, including notices pursuant to the Terms & Conditions. The Member also accepts any risk that email may not be a fully secure & confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member in this manner.

## **LIMITATION OF LIABILITY**

1

The Company cannot be held responsible for any service or equipment not being available for whatever reason. The Company reserves the right to make alterations to the types of facilities provided, without notice & in its absolute discretion & the Company shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

2

It is the Member's responsibility to ensure that they are capable of undergoing a routine of exercises provided by any programme that they follow or class that they attend. Members accept the risk of injury from performing exercises, and are advised to consult their doctor prior to beginning any programme or class. The Company accepts no liability for loss or damage to property or injury of Members or their guests to them on the Studio premises or outside the Studio except in so far as such loss, damage, or injury is by law incapable of exclusion.

## **WEBSITE TERMS & CONDITIONS**

Information published on this web site is provided for the use of its visitors and you are advised that, although care has been taken to ensure technical & factual accuracy, some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages. Please be aware that Vertical Barre may alter the information on its web site from time to time. Vertical Barre shall have no liability arising from the use by any party of the information on this web site. Vertical Barre does not warrant the information on this web site in any way, and in particular no warranty is given that the web site or its contents or hypertext links are virus free or uncontaminated. You are advised to make your own virus checks & to implement your own precautions in this respect. Vertical Barre exclude all liability for contamination or damage caused by any virus or electronic transmission.

## **REFUND POLICY**

### CLASSES

Cancellations within 12 hours before class will not be refunded.

Cancellations prior to 12 hours will receive a credit towards a future class based on availability & similar cost.

### **WORKSHOPS & EVENTS (eq. ENROLMENTS)**

Workshops are non-refundable by default.

Cancellations ahead of time, and due to medical reasons can be considered to receive a credit back towards a future enrolment based on availability & similar cost. Documents of a medical practitioner or specialist are required to apply for a refund.

#### **PRIVACY & SECURITY POLICY**

Your personally identifiable information is kept secure. Only authorised employees (who have agreed to keep information secure & confidential) have access to this information. All emails & newsletters from our sites allow you to opt out of further mailings.