

#### **Terms and Conditions**

- 1. The Agreement
- 1.1. The agreement is concluded after making an appointment by telephone, e-mail and/or in person for following a Pilates training/course/education.
- 1.2. Before the start of the training, a registration form must be completed and signed and handed in to Marjon van Grunsven.
- 2. Own Risk and Liability
- 2.1. Following Pilates training is entirely at the customer's own risk.
- 2.2. Marjon is not responsible for and cannot be held liable for damage and/or loss and/or theft of client's property, nor for any form of physical injury before, during or after the Pilates training.

# 3. Payment

- 3.1. The customer must pay the tuition fee before the start of the Pilates training. Payment can be made via a transfer to Marjon van Grunsven's account, after receipt of the invoice, which will be sent at the end/beginning of the month for the following month.
- 3.2. If a ride card is purchased, the customer must pay the tuition fee before the start of the first Pilates training mentioned on the card.
- 3.3. In the event of non-payment or late payment, administration costs may be charged.
- 4. Period of validity of trip/ride cards
- 4.1. The validity period of 1 agreed separate session is 1 month.
- 4.2. The validity of 5-ride card is 3 months.
- 4.3. The validity period of 10-ride card is 4 months.
- 4.4. The start date of the ride card is the date of the first lesson on the ride card.
- 4.5. Timely cancellation of a Pilates training by the customer, regardless of the reason, does not affect the validity period of the ride card.
- 4.6. When the validity period expires, no refund of tuition fees will be made.

# 5. Exclusion

- 5.1. As long as Marjon van Grunsven does not have a registration form, studio regulations and general terms and conditions signed by the customer, it is possible that this customer will not be admitted to the Pilates training.
- 5.2. Marjon van Grunsven has the right to refuse the customer's participation in a training if the customer has not fulfilled his payment obligations in time.
- 5.3. Marjon van Grunsven has the right to refuse participation of the customer in a training if the customer does not comply with the studio regulations.
- 5.4. Marjon van Grunsven has the right to refuse the participation of the customer in a training if the physical condition of the customer is such that following a training would entail irresponsible risks. The assessment is reserved for the trainer.
- 6. Cancellation by the customer
- 6.1. The Pilates training can only be followed in consultation with the trainer and by appointment.
- 6.2. In case of cancellation more than 24 days before the start of the Pilates training (on working days), no costs will be charged.



- 6.3. If canceled less than 24 hours before the start of the Pilates training (on working days), the full rate will be charged.
- 7. Cancellation by Marjon van Grunsven
- 7.1. Marjon van Grunsven has the right to change training dates and times without giving reasons.
- 7.2. Marjon van Grunsven has the right, without giving reasons, to cancel a Pilates training or 5 or 10-ride card or to refuse participation by the customer, in which cases the customer is entitled to a refund of the amount paid for the lesson in question and possibly other prepaid lessons.
- 7.3. If Marjon van Grunsven is unable to attend, she will inform the client in time and the session(s) missed/to be missed as a result will not be charged and the session will be rescheduled.
- 7.5. If 3 or less people participate in a mat lesson on a structural basis, Marjon van Grunsven reserves the right to cancel a mat lesson and to assign customers, in consultation, to a suitable mat lesson at another time.
- 7.6. If no suitable mat lessons are available, the ride card will be terminated and the remaining part of the tuition fee already paid will be refunded.
- 8. Data Capture
- 8.1. Customers' personal information is strictly confidential and is used by Marjon van Grunsven for administrative and training purposes only.
- 8.2. Marjon van Grunsven undertakes to record changes in the client's physical characteristics, medication use or training level on a status card.
- 9. Customer Changes
- 9.1. If changes occur in the customer's contact details, a customer must report this to Marjon van Grunsven immediately.
- 9.2. Every customer is obliged to report all changes in physical condition and medication use to Marjon, even if this does not seem relevant.
- 9.3. Any consequences arising from non-compliance with these conditions are not for the account of Marjon van Grunsven.

## Changes by Marjon van Grunsven

- 10.1. Marjon van Grunsven reserves the right to change the studio regulations at any time.
- 10.2. Marjon van Grunsven Pilates reserves the right to change these Terms and Conditions at any time.
- 10.3. Marjon van Grunsven has the right to make price changes at any time. These only apply to individual lessons and ride tickets purchased by the customer after the price change.
- 10.4. The applicable Studio Regulations and the applicable General Terms and Conditions can be read on the website of Marjon van Grunsven: https://www.marjonvangrunsven.com/pilatesmethod 10.5. In all unforeseen cases, Marjon van Grunsven decides.
- 10.6. The previous version expires with the publication of these General Terms and Conditions.
- 11. Workshops
- 11.1 Costs include participation in the workshops.

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- 11.2 Payment of the full amount must be made after receipt of the invoice. If no payment has been received, entry may be refused.
- 11.3 Cancellation only under the following conditions:
- 50% refund of payment if canceled 4 weeks before workshop.



- 30% refund of payment if canceled 2 weeks before workshop.
- In case of cancellation less than 2 weeks before the workshop, no refund will be made. However: if the participant knows another person who wants to take his/her place, they can change places after consultation and agreement with Marjon van Grunsven.
- 11.4 There is a limited number of places and therefore registration is based on capacity.
- 11.5 The reservation of places only takes place after the registration form has been received and payment has been received.

# 12. Applicability and Disputes

- 12.1. These conditions apply to all agreements with Marjon van Grunsven regarding participation in training, mat lessons, training, courses and other forms of services or advice in the broadest sense of the word.
- 12.2. Deviations from this agreement are only binding if confirmed in writing by Marjon van Grunsven.

# Regulations

To enrol

Before the start of a trial lesson/intake, the intake form is completed and signed by the customer. The customer also receives:

The Studio Rules/Regulations

The terms and conditions

Before a client starts a Pilates training, an intake interview is held followed by an intake session. If necessary, notes will be made on the registration form about physical capabilities and limitations that must be taken into account or worked on during training.

If in doubt about your physical condition, consult your doctor or physiotherapist before deciding to take Pilates workouts.

Always state injuries, medication, conditions, latex allergies, major operations or illnesses clearly on the registration form and/or during the intake interview.

In some cases, Marjon van Grunsven will advise you with motivation to follow private sessions before participating in group lessons.

# Trainings/Lessons

All sessions must be paid before the start of the lesson. If this is not the case, Marjon van Grunsven has the right to cancel the session.

#### Mat classes

Mat classes take place on location and in series of 5 weeks.

As a new customer, you can only join an ongoing series of mat lessons in consultation with Marjon van Grunsven, and if she is of the opinion that the level of this customer is in accordance with the level of the current mat lessons. In case the level of a new client is insufficient to follow an ongoing series of mat classes, Marjon can advise some private sessions to adjust the level, or advise to enter a lower class level.



Switching to another (current) series of mat lessons is only possible in consultation with Marjon, and if she is of the opinion that the level of this client is in accordance with the level of the current series of mat lessons.

If there is insufficient interest in a mat lesson, Marjon van Grunsven reserves the right to cancel the mat lesson, or to combine it with a mat lesson on another day/time. This can apply to a single lesson as well as to an ongoing series of mat lessons.

Mat classes are offered in 4 series per year, 5 weeks per series.

Customers can purchase a series card to take 5 or 10 mat lessons in the relevant series at a reduced rate. The rules of the series card are:

Purchase and payment before the start of the matles series.

Valid for the series of matles for which the card was purchased.

Customers with a de matles series are assigned to a mat class on a specific day and time and are therefore assured of a place in that mat class.

Customers who pay per lesson can only participate in a mat lesson suitable for them, to be determined by the trainer, if there is sufficient space.

#### **Duet lessons**

Duet sessions are possible with Marjon van Grunsven

A duet can be formed by 2 clients who would like to have lessons together and who train at the same level. Marjon van Grunsven can also search for a suitable duet partner in her database at the request of the customers if a customer would like to train in a duet.

Once a duet has been formed, both clients undertake to follow training courses as agreed.

If one of the two clients cancels the class, whether on time or not, the class will be considered canceled for both clients. It is possible for the Duet customer present to receive a separate private lesson, which must be paid for separately.

For customers with ride tickets, duet lessons are given in consultation with the customer at a fixed time/date during the week. At the end/beginning of the month in which a ride card expires/is full, the customer will receive an invoice for a new ride card unless the customer indicates in writing at least 1 month in advance that he/she intends to stop the workouts. Please notify marjonmemento@yahoo.com of billing changes in a timely manner

#### Private lessons

Private lessons are given in consultation with the customer at a fixed time/day during the week. At the end/beginning of the month in which a ride card expires/is full, the customer will receive an invoice for a new ride card unless the customer indicates in writing at least 1 month in advance that he/she intends to stop the workouts. Please notify marjonmemento@yahoo.com of billing changes in a timely manner

## Cancellations/Cancellations

If a customer cancels a lesson/training more than 24 days before the start of the Pilates training (on working days), the lesson will not be charged.

If a customer cancels a lesson/training less than 24 hours before the start of the Pilates training (on working days), the lesson will be charged.

Marjon van Grunsven has the right to change training dates and times without giving reasons.



Marjon van Grunsven has the right to cancel a Pilates training or 10-ride card or to refuse participation of the customer without giving reasons, in which cases the customer is entitled to a refund of the amount paid for the relevant lesson and any future lessons.

In the unlikely event that Marjon van Grunsven cannot offer training due to circumstances, the session(s) missed/to be missed as a result will not be charged and the validity of any ride card will be extended by that period of Marjon's absence.

# Hygiene

Shoes worn on the street must be removed when entering the studio. Wear close-fitting, clean, stretchy or cotton clothing and clean socks.

Long hair must be tied back during a session.

Devices are cleaned with water after a session and dried with a towel.

#### Food & Calls & Devices

It is forbidden to eat and make telephone calls in the studio at all times.

Mobile phones must be switched off when entering the studio.

Never place personal items on the devices.

#### COVID-19

Here is information and an additional regulation that is valid during the COVID-19 pandemic The client must bring to each session:

- Your own mat
- Your own towel
- Face masks
- Water should be drunk from your own closed bottle.
- 1. Please leave ALL your personal belongings in the locker room or hallway during the training/course. All doors are closed during our course so no one else can enter the practice.
- 2. Enter the practice without shoes

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- 3. The kitchen is only used by Marjon. Please ask if you need any of it.
- 4. Follow the most recent Corona protocol, which applies according to the RIVM, and in case of complaints (with yourself OR in your environment), sign out, even when you have been tested.