

## General Terms & Conditions

These Terms and Conditions (T&Cs) govern all offers, services, and contracts between the client and Harmony Pilates Studio (hereinafter the “Studio”). By registering for any class, program, class pass, or membership, the client acknowledges and agrees to these T&Cs. Participation in the services of the Studio is only permitted for clients aged 18 years or older.

**1. Contract Formation:** The contract between the client and the Studio is concluded upon purchase of a class pass or package. Merely booking or reserving a class does not in itself form a contract; the binding agreement is established when a pass/package is purchased and payment is received. Bookings may be made through the Studio’s online booking system, by telephone, or in person at the Studio. The Studio reserves the right to refuse or cancel any registration for a good reason (e.g., overbooking or safety concerns).

**2. Services and Bookings:** Harmony Pilates Studio offers single **drop-in classes** and multi-class **class passes**. Clients may book group classes (drop-ins) and purchase class passes through our online system or in person. However, **personal training** (one-on-one) and **Duet sessions** (two-person classes) **cannot be booked online** and must be arranged directly with the studio via phone or email. All prices are as listed in the studio’s current price list.

**3. Passes and Payment:** All class passes or packages are non-transferable and can only be used by the client who purchased them. Payment for all passes and sessions must be made in full upfront. The Studio will not grant access to classes without prior payment. Passes have validity periods or expiration dates as specified at the time of purchase, and any such conditions will be communicated to the client.

Class passes remain valid until either (1) all sessions have been used or (2) the pass validity period expires, whichever occurs first (see Section 7).

**4. Payment and Fees:** All fees are determined by the Studio’s current price list and are due upon booking of the service. Failure to pay on time may result in the suspension of access to classes.

### 5. Cancellations and Withdrawal:

- **5.1 Client Cancellations:** Clients must cancel group class bookings at least **12 hours** before the scheduled start time. Cancellations for personal training and Duet sessions require at least **24 hours’** notice. Cancellations can be made either through our online booking platform or by directly contacting the studio (via email or telephone). Clients should ensure they receive confirmation of any cancellation.

If a booking is cancelled late (after these deadlines) or the client does not show up, the session is non-refundable and will be treated as used. No refunds are given for missed classes without timely cancellation.

- Group Classes: Cancellations made  $\geq 12$  hours in advance will be credited back to the client’s account for later use; otherwise the full class fee applies.
- Personal Training/Duet: Cancellations must be made  $\geq 24$  hours in advance; late cancellations are non-refundable.
- Late Cancellations/No-Shows: Any session cancelled after the deadline or unattended is considered used and no refund or rescheduling is allowed

- **5.2 Right of Withdrawal:** Clients who enter into a contract remotely (for example, online) have a statutory 14-day right of withdrawal under §355 of the German Civil Code (BGB). This period begins when the contract is concluded. If the client withdraws within this 14-day period, any fees paid will be refunded. The withdrawal right expires early if the client has begun using the pass (i.e., attends even a single class/session).

To exercise this right, the client may contact the studio directly in writing before using any session credit.

**5.3 No Early Termination for Convenience:** After the 14-day statutory withdrawal period has expired (or after the first session has been attended, if that occurred within the withdrawal period), the contract or class pass is binding. The client has no general right to cancel or terminate the contract or pass prematurely for convenience. In other words, purchased classes or passes cannot be refunded or rescinded simply because the client changes their mind after the withdrawal period.

## **6. Liability and Health:**

- The Studio is only liable for damages caused by willful misconduct or gross negligence. Liability for simple negligence is limited to breach of essential contractual obligations and for foreseeable damage typical of such contracts. The Studio is not liable for accidents, injuries, or losses that occur as a result of the client's own negligence or failure to follow the instructor's guidance.
- Clients participate in classes at their own risk. Clients must inform instructors of any medical conditions, injuries, or physical limitations before participating. The Studio recommends obtaining a medical clearance if the client has any health concerns.

## **7. Termination of Passes and Contracts:**

- The Studio may terminate a client's class pass contract with immediate effect for good cause. Good cause includes, without limitation, the client's misconduct; violations of these Terms (for example, disrespectful or unsafe behavior); abuse of the booking or payment system; or any actions that compromise the safety, comfort, or wellbeing of others in the Studio. Such termination will be communicated to the client in writing. In the event of termination for good cause, any remaining classes or services on the pass or membership expire immediately without refund or credit to the client.
- Class passes terminate automatically upon either (1) the use of all sessions included in the pass, or (2) the expiration of the pass's validity period, whichever occurs first. After a pass terminates, any unused sessions are forfeited.
- Apart from the statutory 14-day withdrawal right, the client has no general right to terminate passes or contracts early for convenience. In particular, once the initial withdrawal period has passed (and once any first session has taken place within the withdrawal period), the client may not cancel the remaining sessions of a pass or the membership contract merely due to change of mind.

**8. Data Protection:** The Studio collects and processes personal data of clients in compliance with the EU General Data Protection Regulation (GDPR) and applicable German data protection laws. Personal information will be used only for administration of classes, memberships, and related services, and will not be disclosed to third parties without consent, except as required by law. For more

information on how we handle personal data, please refer to our Privacy Policy. By agreeing to these terms, the client also acknowledges the Studio's **Privacy Policy** and consents to the processing of their personal data as necessary for contract fulfillment and customer service.

**9. Studio Rules:** Clients must comply with the Studio's rules of conduct, which are designed to ensure safety and respect (for example, no wearing of shoes on the studio floor, arrival on time, etc.). Disruptive or unsafe behavior may be punished by exclusion from class. Possession or consumption of alcohol or illegal drugs before or during class is prohibited. Smoking is not permitted on the premises.

**10. Governing Law & Jurisdiction:** These terms and any contracts concluded under them are governed by the laws of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with these terms or the use of the Studio's services is Düsseldorf, Germany, provided that such an agreed venue is permissible.

**11. Severability:** Should any provision of these terms be or become invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. Any invalid or unenforceable provision will be replaced by a valid provision that most closely reflects the economic intent of the original provision. The same applies in the event of any omissions in these terms.

**12. Amendments:** The Studio reserves the right to amend these T&Cs at any time. Any changes will be announced to clients in writing or via the website and shall take effect immediately upon publication, unless otherwise specified.