



Terms & Conditions

Introduction

Welcome to Kristen's Studio

Please read our Terms and Conditions carefully.

By booking a class with Kristen's Studio either through online banking (such as Revolut), by cheque, credit card or cash, or online via a studio booking platform, you are agreeing to the terms and conditions as set out below.

The terms and conditions below are set out to help you do this and to safeguard our classes.

It is a condition of us allowing you to attend classes and/or enter our studio, that you agree to our Terms and Conditions.

If you do not agree with these Terms & Conditions, you should not attend classes or enter our studio.

You must fill out a registration intake form before you can start to undertake classes and once you have agreed to the Terms & Conditions.

The intake registration form is required for capturing contact information and any pre-existing health conditions you have.

Key Facts

- ❖ You are required to treat all persons and property at the Studio with due care and respect.
- ❖ By attending our Studio and participating in Pilates practice, you will be performing physical activity and exercise which has an inherent risk of personal injury. Participating in Pilates practice is done at your own risk.



- ❖ You must inform us and our instructors if you have any injury, illness, discomfort or are pregnant before participating in any class.
- ❖ The sale of each client class or class package is subject to specific terms and conditions applicable to the type of class or class package which you hold, part of which does include an expiry date.

Full Terms and Conditions

Definitions

1. In these Terms and Conditions, we use the following definitions (all definitions are in Capitals):
 - a) “Kristen’s Pilates”, “us”, “we”, “our”, all means jointly and severally **Kristen’s Pilates and Wellness Centre Limited, HE361318.**
 - b) “Representatives” means Kristen’s Studio directors, officers, contractors, employees, consultants, partners, advisors or other affiliates.
 - a) “Terms and Conditions” means this agreement.
 - b) “Client” means a person with a paid class or class package commitment.
 - c) “Client class or class package” means a class or class package that is obtained by a person in order to have access to the Studio and Classes.
 - d) “Studio” means the physical premises operated by Kristen’s Pilates.
 - e) “Services” means Pilates and associated fitness services.
 - f) “Private Class, “Semi – Private Class or “Group Class” means a physical exercise class held at the Studio which provides Pilates or fitness instruction.
 - g) "Acts of God," refer to unforeseeable and uncontrollable events or circumstances of a natural or extraordinary origin that are beyond human control and could not have been prevented by reasonable precautions.
 - h) "Practice Methods," pertain to the techniques, cues, adjustments, and teaching methodologies employed by instructors during Pilates classes at Kristen’s Studio.
 - i) "Medical Conditions," encompass any pre-existing health conditions, injuries, illnesses, allergies, physical limitations, disabilities, or any other health-related circumstances that may impact a person's ability to participate safely in the Pilates classes or sessions at Kristen’s Studio.
 - j) “you” means you, a person who either:



- i. Has a valid Client class or class package; or
- ii. Enters the Studio, regardless of any class or class package purchases.

General

- 2. Any unenforceable or void provision, or part thereof, may be severed from these Terms and Conditions without affecting the validity of the remaining provisions.
- 3. If any provision or part of these Terms and Conditions is deemed unenforceable or void by a court of competent jurisdiction, such provision or part thereof will be considered severed from these Terms and Conditions without affecting the validity or enforceability of the remaining provisions.
- 4. The unenforceable or void provision, to the extent possible, shall be replaced with a valid provision that achieves the intended commercial result. This replacement provision should be in line with the original intent of the provision, while being compliant with applicable laws and regulations.
- 5. The rest of the Terms and Conditions will remain in full force and effect, and the parties will negotiate in good faith to amend the provisions affected by such unenforceable or void provision, striving to maintain the original purpose and intent of these Terms and Conditions.
- 6. We are able to novate, assign, sub-licence or otherwise transfer our rights and obligations under these Terms and Conditions to a third party nominated by us provided the third party continues to fulfil its obligations to you under these Terms and Conditions. You agree that where we do so, the new party will assume our rights and obligations under these Terms and Conditions (in whole or in part) and you will release us from those rights and conditions under these Terms and Conditions.

Application of Terms & Conditions

- 7. The latest version of these Terms and Conditions, as available on our official website at www.kristens.studio/termsandconditions this version shall supersede all previous versions. It is the responsibility of the Client to review and abide by the most current version, which will govern the terms of their engagement with Kristen's Studio



8. By purchasing a class or class package or, otherwise physically entering the Studio, you agree to be bound by the Terms and Conditions. If you do not agree with these Terms and Conditions, you should not purchase a class or class package or enter the studio.
9. The Terms and Conditions can be amended by Kristen's Studio at any time. We will notify you in writing by email at the email address provided to us on registration as a client, of any changes to the Terms and Conditions and also on our website. You should familiarise yourself with the Terms and Conditions.

Use of Facilities

10. A Client is entitled to use the Studio's facilities provided always that the Studio may at any time without notice withdraw all or part of its facilities for any period(s) and with notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the Studio.

Method of Payment

11. All classes at Kristen's Studio are paid for using pre-paid credits.
12. Pre-paid credits can be purchased using the online studio booking platform, credit or debit cards, cash, online banking (such as Revolut) and cheque.
13. Please note that the price paid for your class or classes is non-refundable unless you cancel your booking within the cancellation period, as stated by the type of class you are attending. All prices are final, and credits are non-refundable and non-transferable. Special offer purchases or temporary deals are also non-transferable.
14. The price list for classes is displayed at the Studio and on our website at www.kristens.studio

Booking and Payment for Group Classes

15. Our online booking facility works by showing the Group Class availability of classes on the date and time you select. Class availability changes dynamically as and when bookings are made or cancelled by clients.
16. It is your responsibility to ensure that you have pre-paid credits in the online booking system to enable you to make a Group class booking.



17. You may change or cancel your booking at no charge, provided you do so at least twelve (12) hours prior to the scheduled date and time of the class.
18. A class booking cutoff is set to sixty (60) minutes before the start of each class, after which bookings will no longer be accepted. Clients will be able to join the waitlist if the class reaches full capacity, up to a maximum of three (3) clients. Once a client cancels or is removed from the class, we will process customers on the waitlist in the order they joined.
19. Group classes may be cancelled if fewer than two (2) members are booked. In such cases, you will be notified in advance, allowing ample time to adjust your plans.
20. Please refer to the terms and conditions for detailed expiry conditions regarding credits, and packages. These conditions outline the specific timeframes and criteria that apply to the expiration of your classes and credits.

Booking and Payment for a Free Trial Group Classes

21. Kristen's Studio will add 1 free trial credit to your account, which can be used for any group class of your choice. This offer is available to new clients only and is subject to availability. Prior discussion with Kristen's Studio is required before the credit can be used. Kristen's Studio reserves the right to modify or withdraw this offer at any time.
22. You may change or cancel your booking at no charge, provided you do so at least twenty-four (12) hours prior to the scheduled date and time of the class.
23. Group classes may be cancelled if fewer than two (2) members are booked. In such cases, you will be notified in advance, allowing ample time to adjust your plans.
24. A class booking cutoff is set to sixty (60) minutes before the start of each class, after which bookings will no longer be accepted. Clients will be able to join the waitlist if the class reaches full capacity, up to a maximum of three (3) clients. Once a client cancels or is removed from the class, we will process customers on the waitlist in the order they joined.
25. Please refer to the terms and conditions for detailed expiry conditions regarding credits, and packages. These conditions outline the specific timeframes and criteria that apply to the expiration of your classes and credits.

Booking and Payment for Semi-Private and Private Classes

26. Our online booking facility shows the availability of Semi-Private and Private Classes based on the date, instructor, time, and studio room you select. Please note that both



the instructor and studio room are assigned on a first-come, first-served basis. Class availability changes dynamically as bookings are made or cancelled by clients.

27. A class booking cutoff is set to one hundred and twenty (120) minutes before the start of each class, after which bookings will no longer be accepted.
28. If you choose to bring a partner whether a friend, spouse, or sibling, the Semi-Private class will be for both of you. The same partner must attend each class with you, and the booking applies to this specific individual for the duration of the classes.
29. It is your responsibility to ensure that you have pre-paid credits in the online booking system to enable Kristen's Studio to make a Semi-Private or Private booking.
30. You may change or cancel your booking at no charge, provided you do so at least twenty-four (24) hours prior to the scheduled date and time of the class.
31. Please refer to the terms and conditions for detailed expiry conditions regarding credits, and packages. These conditions outline the specific timeframes and criteria that apply to the expiration of your classes and credits.

Booking and Payment for Instructor by Request Semi-Private and Private Classes

32. Instructor by Request Semi-Private or Private Pilates sessions are available by request and subject to availability. These sessions must be arranged in advance through discussion with Kristen's Studio. All participants are required to complete a postural assessment prior to booking to ensure a safe and personalised experience. Kristen's Studio reserves the right to modify or withdraw this offer at any time.
33. Our online booking facility shows the availability of Instructor-by-Request Semi-Private and Private Classes based on the date, time, and studio room you select. Please note that the studio room is assigned on a first-come, first-served basis. Class availability changes dynamically as bookings are made or cancelled by clients.
34. A class booking cutoff is set to one hundred and twenty (120) minutes before the start of each class, after which bookings will no longer be accepted.
35. It is your responsibility to ensure that you have pre-paid credits in the online booking system to enable Kristen's Studio to make an Instructor by Request Semi Private or Private booking.
36. You may change or cancel your booking at no charge, provided you do so at least twenty-four (24) hours prior to the scheduled date and time of the class.
37. Please refer to the terms and conditions for detailed expiry conditions regarding credits, and packages. These conditions outline the specific timeframes and criteria that apply to the expiration of your classes and credits.



Postural Assessment Terms

38. A postural assessment is mandatory before starting any private Pilates classes at Kristen's Studio. This assessment ensures that classes are tailored to your individual needs and that your practice is safe and effective. The postural assessment is included free of charge with the purchase of your first package of 10 or 20 private Pilates classes.

Unused Bookings

39. In the event that you do not attend the class or classes you have booked, and you do not notify us within the cancellation period, as stated by the type of class you are attending, you shall not be entitled to a refund. Additionally, any unused bookings will expire subject to the expiry criteria specified at the time of booking.

Cancelling and /or Changing Your Bookings

- 40. You may change or cancel the date and time of your booking at any time without charge, as long as you do so within the cancellation period, as stated by the type of class you are attending.
- 41. To change or cancel any class booking, please do so online. There is no additional charge for this service.
- 42. Changes are subject to availability of classes, and we cannot guarantee availability at any time, particularly if a change is made at short notice.
- 43. Please use all your packages of studio appointments within the expiry dates of their purchase date as detailed in expiry section of these terms and conditions.
- 44. Permanent time slots will be reserved for clients for a period of three (3) weeks. After expiration of a three (3) week period we reserve the right to cancel the time slot and offer the slot to another Client.
- 45. Should a permanent time slot be missed or cancelled more than three (3) times we reserve the right to cancel the time slot and offer it to another Client.

Class Attendance

46. You acknowledge that our instructors may use tactile cueing and adjustment methods or make physical contact with you for correction purposes in order to ensure that your



Pilates practice is undertaken in accordance with known practice methods (“Practice Methods”), during Classes. The use of the Practice Methods is designed to maintain a safe Pilates experience for you, deepen your learning of Pilates, and to grow your capabilities for Pilates practice. Participating and engaging in Practice Methods is done entirely at your own risk.

47. Clients are required to conduct themselves within a Class in a manner which is respectable and considerate to other Clients attending the Class. We strongly recommend that if you have a medical condition, injury or specific requirement, you exercise due respect to other clients that you may be training with. In these cases, we strongly recommend training privately for the duration of the condition and/or injury.

Client Class and Class Packages

48. In order to obtain a client class or class packs, you must be 18 years of age or over. Children aged over 15 years and under 18 years may obtain a client class or class packs, but only if their parent or guardian have provided consent.
49. The sale of Client class or class packages is final. we do not offer any refunds on the cost of Client class or class packages. Class packages are strictly non - refundable or transferable.
50. Class packages are time bound, and no class credits will be extended after the expiration period. In extenuating circumstances extension of class credits may be discussed with management. Management will assess the request and the decision as to extension or not is final.
51. A Client class or class pack entitles you to access the Studio and attend Classes within either a certain number of Classes or a certain time period. There are a number of different Client class or class pack options which are displayed at the Studio in various locations and on our website at www.kristens.studio
52. Client class or class packages are sold or otherwise provided to patrons of our Studio for personal use only. Client class or class packages are non-transferrable and must not be sold, traded, gifted, shared, provided or otherwise transferred to any other person. If we discover that you are engaging in any of these activities, we reserve the right to cancel your Client class or class packs and ban you from visiting our Studio indefinitely.
53. We reserve the right to increase fees for ongoing Client class or class package from time to time. We will notify you in writing of any changes to the pricing details of Client



class or class package. Notification of prices changes will be posted on our website, displayed in the studio and an email will be sent to each client.

54. Please be aware that a credit card service fee will apply to all online class bookings.

Expiry of Purchases

55. The expiry date of each class package is clearly detailed below, and, on our website, the start date is the day of purchase. The package expiry policy is as follows:

Package	Expiry Conditions	Start Date
4 Class Group	one (1) month	Date of purchase
8 Class Group	two (2) months	Date of purchase
12 Class Group	two (2) months	Date of purchase
3 Semi Private	one (1) month	Date of purchase
5 Semi Private	two (2) months	Date of purchase
10 Semi Private	Three (3) months	Date of purchase
20 Semi Private	Six (6) months	Date of purchase
10 Semi Private (Instructor by Request)	Three (3) months	Date of purchase
20 Semi Private (Instructor by Request)	Six (6) months	Date of purchase
3 Private	one (1) month	Date of purchase
5 Private	Three (3) months	Date of purchase
10 Private	Three (3) months	Date of purchase
10 Private (Instructor by Request)	Six (6) months	Date of purchase
Free Trial	one (1) month	Date of purchase

Gift Cards

56. Gift cards are available for purchase either online through our studio booking system or in person at Kristen's Studio. They can be redeemed for the creation of client classes or class packages. Gift cards are non-transferable and cannot be redeemed for cash.



Fitness and Health

57. Prior to participating in any Pilates classes or engaging in physical exercise at Kristen's Studio, especially if you have underlying health conditions, it is imperative to consult with a qualified medical professional. Your health and safety are of utmost importance to us, and seeking medical advice is a vital step in ensuring a safe and beneficial experience.

a) Individual Health Assessment

Every individual has a unique health profile. A qualified medical professional can conduct a thorough assessment considering your health history, existing medical conditions, medications, and any other relevant factors. This assessment will help determine whether engaging in physical exercise, such as Pilates, is suitable for you.

b) Risk Evaluation

A medical professional can assess potential risks associated with physical activity based on your health condition. Certain health conditions may require specific modifications to exercise routines or, in some cases, may advise against particular types or intensities of exercise.

c) Personalised Recommendations

Medical professionals can provide personalized exercise recommendations tailored to your health status. This guidance ensures that any exercise you undertake aligns with your health goals and minimizes the risk of injury or complications.

d) Safety Precautions

If you have a pre-existing medical condition, injury, chronic ailment, or are pregnant, a medical professional can provide safety guidelines and precautions to follow during exercise to avoid exacerbation of your condition.

58. Participating in Pilates or any form of physical exercise without proper medical evaluation may pose risks to your health. We strongly urge you to prioritize your well-being by consulting a medical professional before enrolling in our classes. If you have



any doubts or concerns about your ability to engage in physical exercise, seeking medical clearance is a responsible and necessary step.

59. By choosing to participate in our classes, you confirm that you have either obtained medical approval to engage in physical exercise or have knowingly chosen to proceed without such consultation, understanding the potential risks involved.
60. All instructors at Kristen's Studio are qualified Pilates instructors. We strongly recommend that you pay close attention to the direction provided by an instructor during any of our Classes to ensure that your risk of injury or discomfort while participating in a class is reduced.
61. Kristen's Studio and its instructors are not medically trained and are therefore not qualified to assess whether Clients are in good physical condition and/or that Clients can engage in active or passive exercise without detriment to their health, safety, comfort or physical condition. Clients are advised to seek medical advice prior to commencing any exercise program if they are in any doubt about their ability to engage in exercise. Participating in any form of exercise at our Studio is done entirely at your own risk.
62. You must inform us and any instructors if there are any risks to your health by participating in Pilates practice, such as if you have a pre-existing injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement (a "Medical Condition"). Where you have a Medical Condition, we strongly recommend that you seek approval from a medical practitioner to participate in any of our Classes. Participating in any form of exercise at our Studio with a Medical Condition is done entirely at your own risk.
63. By agreeing to these Terms and Conditions Clients hereby confirm that they have no health problems (including without limitation cardiac irregularities; spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect their participation in any sessions at the Studio.
64. It is the Client's sole responsibility to notify the Studio before attending any session of any circumstances affecting their health which may be exacerbated through continued use of the Studio and/or which may have arisen or worsened since their last session at the Studio (if any).
65. Clients are advised not to undertake strenuous physical activity without first seeking medical advice if they have concerns over their physical condition and wellbeing. Members with low/high blood pressure and/or cardiac irregularities should not attend class. If there is any doubt, the Member should consult his doctor.



66. The Studio reserves the right to refuse access to any Client if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of Studio facilities.

Contact Details and Privacy

67. You must inform us when your contact details change so we can keep in touch with you.

68. Kristen's Studio complies with the Data Protection Legislation Law 125(I) 2018. We take the protection of your personal information seriously. If you wish to request access to your personal information, correct or update your details or raise any privacy concerns you may have, please contact us at info@kristens.studio

69. We use a third-party client management software known as "Momence". In order to create a Client profile, your personal information will be provided to the proprietor of Momence. The collection and use of personal information by Momence is governed by Momence's privacy policy, which can be viewed at momence.com/webflow/documents/privacy-policy.pdf for detailed information.

Our Liability

70. Kristen's Studio and/or its Representatives (collectively referred to as "we" or "us") strive to provide a safe and effective environment for Pilates practice. However, it is important for clients to understand the limitations of our liability and accept the inherent risks associated with physical activity and exercise. By participating in our classes and using our services, you acknowledge and accept the following limitations:

a) Assumption of Risks

Engaging in physical exercise and Pilates activities involves inherent risks of injury, including but not limited to sprains, strains, fractures, or other injuries. You voluntarily assume these risks and agree that Kristen's Studio shall not be liable for any injuries sustained during classes or studio use.

b) Personal Responsibility

Clients are responsible for their own well-being during classes and should practice at their own pace and within their personal limits. Kristen's Studio is



not liable for any health issues, injuries, or discomfort that may arise due to exceeding personal limitations or not following instructor guidance.

c) **Disclosure of Medical Conditions**

Clients must disclose any pre-existing medical conditions, injuries, or other health-related concerns to our instructors before participating in any class. Failure to do so releases Kristen's Studio from liability for any exacerbation of health conditions during the practice.

d) **Third-Party Actions**

Kristen's Studio is not liable for the actions, behaviour, or conduct of any third parties, including other clients, both within the studio premises and in virtual interactions. We do not control or take responsibility for interactions between clients.

e) **Limitation of Damages**

In no event shall Kristen's Studio be liable for any indirect, consequential, special, incidental, or punitive damages arising out of or related to our services, even if we have been advised of the possibility of such damages.

f) **Force Majeure**

We shall not be liable for any failure or delay in the performance of our obligations due to events beyond our control, including but not limited to Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our instructors or those of any third party), I.T. viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery or equipment, or other unforeseeable circumstances.

g) **Scope of Responsibility**

Our responsibility is limited to providing access to our services and conducting classes with reasonable care. We do not assume responsibility for your overall health, well-being, or the achievement of specific fitness goals.



71. By participating in classes or using our services, you agree to release Kristen's Studio from any and all liability, claims, demands, actions, or rights of action, whether personal to you or on behalf of a minor, arising from any loss, damage, injury, or death sustained in connection with your participation.
72. The Studio cannot be held responsible for any particular session, instructor and/or item of Pilates equipment not being available for whatever reason. The Studio reserves the right to make alterations to the sessions, instructors and/or equipment, as well as to those ancillary facilities (e.g. showers), provided to Clients, without notice and in its absolute discretion and the Studio will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.
73. Information published on our website is provided for the use of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages. Please be aware that Kristen's Studio may alter the information on its web site from time to time. Kristen's shall have no liability arising from the use by any party of the information on this web site. Kristen's Studio 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 and to implement your own precautions in this respect. Kristen's Studio exclude all liability for contamination or damage caused by any virus or electronic transmission.

Indemnity

74. You hereby indemnify Kristen's Studio, and/or its Representatives, from all direct, reasonable and quantifiable loss or damage suffered by Kristen's Studio and/or its Representatives as a result of you breaching clauses of these terms and conditions.
75. Clients agree to indemnify and hold Kristen's Studio, and/or its Representatives harmless from and against any claims, liabilities, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from any breach of these Terms and Conditions. Breaches include, but are not limited to:

a) False Information



Providing false, inaccurate, or misleading information during the registration process, including personal details and medical history.

b) Unauthorized Sharing:

Sharing login credentials, membership details, or any access information with unauthorized individuals, including allowing others to use your account.

c) Misuse of Services:

Engaging in any inappropriate, illegal, or abusive conduct during classes, both in physical and virtual environments.

d) Violation of Policies:

Violating any policies, guidelines, or rules set forth by Kristen's Studio, whether related to class conduct, safety protocols, or usage of facilities.

e) Infringement of Rights:

Infringing upon the intellectual property rights, trademarks, copyrights, or proprietary information belonging to Kristen's Studio or any third parties associated with the studio.

f) Disruption of Services:

Attempting to disrupt or interfere with the smooth functioning of Kristen's Studio's services, website, or online booking system.

g) Non-Compliance with Health Measures:

Failure to comply with the health and safety measures, including but not limited to guidelines related to hygiene, social distancing, or any health protocols mandated by the Studio.

76. Clients understand that breaches leading to indemnification may result in financial liability and legal action against them. Kristen's Studio reserves the right to take appropriate legal steps to recover damages and seek redress for any harm caused due to such breaches.

Intellectual Property



77. We use the “Kristen’s Studio ” logo brand as trade marks in connection with our Services, and we are also the exclusive owner of logos, artwork, photographs, videos, instruction manuals, teaching materials, instructional compilations, website designs and other materials created to promote our Services (“A/P IP”). You shall not be permitted to copy, reproduce, sell, distribute, licence or otherwise use the A/P IP unless you must obtain our prior written consent (which may be withheld by us in our absolute discretion).

Safety and Hygiene

78. Clients are required to use a towel to wipe any perspiration created by engaging in physical exercise in our Studio in order to maintain hygiene standards. Towels and drinking water are provided by the studio.

79. In the interests of safety and hygiene, no crockery, glass or food are permitted in the changing rooms or studio. Only water is permitted in the Studio.

80. Clients must not walk around the Studio barefoot if they have verrucae or similar foot complaints.

81. Clients must use the main and side entrances to the Studio when entering or leaving the Studio.

82. Smoking is forbidden in the Studio.

Personal Belongings

83. We make our studio as safe as we can, but your personal belongings are left in the studio at your own risk. We cannot be held responsible for anything lost or stolen.

If you think you have left something in the studio, let us know immediately and we will do whatever possible to find it for you.

Governing Law and Jurisdiction

84. These Terms and Conditions shall be governed by the laws of the Republic of Cyprus and the parties submit irrevocably to the authority of courts having jurisdiction in the Republic of Cyprus.