

Flow & Co. Pilates

Terms & Conditions, Waiver & Privacy Policy

Effective Date: 15th August 2026

Please read these Terms & Conditions carefully.

By attending, booking or participating in any class, purchasing a Class Pack, Intro Offer or Membership, or otherwise using the services of Flow & Co. Pilates (ABN 62 102 277 863), you acknowledge that you have read, understood and agree to be bound by these Terms & Conditions.

Unless otherwise advised by Flow & Co. Pilates, these Terms & Conditions apply to all current and future bookings, Memberships, Class Packs, Intro Offers and services provided by Flow & Co. Pilates.

1. WAIVER & RELEASE OF LIABILITY

1.1. You acknowledge and agree that:

- (a) Participants must be at least 16 years of age to attend classes independently.
- (b) Participants aged 13–15 years may attend only when accompanied by a participating parent or legal guardian.
- (c) Children under 13 years of age are not permitted to participate in classes.
- (d) You understand that all classes involve physical activity and that participation carries inherent risks, including injury, illness or aggravation of existing conditions.
- (e) You accept full responsibility for your participation.
- (f) You have disclosed, or will disclose to your Instructor before class commences, any medical condition, injury or circumstance that may affect your ability to participate safely.

1.2. This includes, but is not limited to:

- (a) Injuries, pain or recent surgery.
- (b) Pregnancy or recent birth.
- (c) Respiratory conditions.
- (d) Heart conditions.
- (e) High blood pressure.
- (f) Any other relevant medical condition.

1.3. You must immediately notify your Instructor if you experience pain, dizziness, discomfort or feel unwell during a class. You must stop participating if instructed to do so.

1.4. Based on the information provided, Flow & Co. Pilates may refuse your participation or request medical clearance before permitting you to attend classes.

1.5. Recommendations and modifications provided by Instructors are general in nature and may not be appropriate for your individual circumstances.

1.6. You are solely responsible for determining whether you are physically capable of participating.

1.7. Hot Mat classes are conducted in temperatures of approximately 33–36°C. You acknowledge the additional risks associated with exercising in heated conditions.

1.8. Classes may be photographed or recorded for quality assurance, education and promotional purposes. If you do not consent to your image being used, you must notify Flow & Co. Pilates in writing before attending.

1.9. To the fullest extent permitted by law, you release from liability Flow & Co. Pilates, its owners, directors, employees, contractors and representatives (together, the **Released Parties**) from liability, claims, costs, damages or expenses arising directly or indirectly from your participation in classes, including claims arising from negligence.

1.10. You acknowledge that, by participating in classes, you may be waiving certain legal rights.

2. CLASS BOOKINGS & CANCELLATIONS

Bookings

2.1. All bookings must be made through the Flow & Co. Pilates App.

2.2. Booking windows are determined by the Membership or product held:

(a) Flex Memberships may book classes up to 90 days in advance.

(b) Existing Memberships or Memberships on pricing no longer offered for sale may book classes up to 60 days in advance.

(c) Standard Class Packs, Bottomless Class Packs and Intro Offers may book classes as advertised on App.

(d) Flow & Co. Pilates reserves the right to amend booking windows from time to time by providing reasonable notice where required.

Cancellations

2.3. Classes must be cancelled at least 12 hours before the scheduled class start time.

2.4. Late cancellations will incur the applicable class charge or forfeit the applicable class credit, except where required by Australian Consumer Law.

2.5. Cancellations must be completed through the Flow & Co. Pilates App.

2.6. Text messages, phone calls, Facebook messages or emails are not accepted as class cancellations.

2.7. Flow & Co. Pilates does not transfer, swap or reschedule class bookings on behalf of clients or Members. Each person is responsible for managing their own bookings through the Flow & Co. Pilates App before the applicable cancellation deadline.

No-Shows

2.8. Failure to attend a booked class without cancelling will incur a \$10 No-Show Fee.

2.9. The applicable class credit or booking charge will also be forfeited.

Waitlists

2.10. By joining a waitlist, you acknowledge that:

(a) You may be automatically added to the class if a place becomes available.

(b) You may be promoted from the waitlist up to 30 minutes before the scheduled class start time.

(c) If you are promoted from a waitlist within 12 hours of the class start time, the standard cancellation and No-Show policies will still apply.

(d) If you no longer wish to attend, you are responsible for removing yourself from the waitlist through the Flow & Co. Pilates App before being promoted into the class.

(e) No refunds, credits or fee waivers will be provided where you are promoted from the waitlist and are unable to attend because you did not remove yourself from the waitlist.

2.11. Members and clients are responsible for monitoring their bookings, waitlist status and notifications.

3. Studio Cancellations and Timetable Changes

3.1. Flow & Co. Pilates reserves the right to:

(a) Cancel classes with fewer than three participants.

(b) Change Instructors.

(c) Amend class timetables.

(d) Relocate classes between studios or rooms.

3.2. Where possible, affected participants will be notified in advance.

4. INTRO OFFERS

4.1. Intro Offers are designed for new clients experiencing Flow & Co. Pilates for the first time.

4.2. Intro Offer types, pricing, inclusions and validity periods may vary.

4.3. Intro Offers:

- (a) Are available to new clients only.
- (b) Are limited to one Intro Offer per person.
- (c) Are non-refundable.
- (d) Are non-transferable.
- (e) Cannot be shared.
- (f) Cannot be paused, extended or exchanged unless required by Australian Consumer Law.
- (g) Expire at the end of the advertised validity period.

4.4. Any unused classes remaining at the end of the validity period will be forfeited.

4.5. Flow & Co. Pilates reserves the right to amend or withdraw Intro Offers at any time.

4.6. After completing an Intro Offer, clients are encouraged to continue with a Flow & Co. Pilates Membership, which provides ongoing access and the best available value for regular attendance.

5. GIFT CARDS

5.1. Flow & Co. Pilates may offer digital Gift Cards for purchase through our website from time to time.

5.2. Gift Cards:

- (a) Are issued with a nominated dollar value and may be redeemed towards eligible products and services offered by Flow & Co. Pilates.
- (b) Cannot be redeemed for cash or exchanged for another Gift Card, except where required by Australian Consumer Law.
- (c) Are non-refundable once purchased, except where required by Australian Consumer Law.

- (d) May be used over multiple transactions until the available balance has been exhausted.
- (e) Are transferable and may be gifted to another person.
- (f) Expire three (3) years from the date of purchase, unless a longer expiry period is stated at the time of purchase.
- (g) Cannot be replaced if lost, stolen or used without the holder's permission.
- (h) Flow & Co. Pilates reserves the right to refuse, cancel or suspend a Gift Card where fraud, misuse or unlawful activity is reasonably suspected.

5.3. Gift Cards are subject to any additional terms displayed at the time of purchase and may only be redeemed through the Flow & Co. Pilates App, website or other approved purchasing methods.

6. MERCHANDISE

- 6.1. Unless required by Australian Consumer Law, Flow & Co. Pilates does not provide refunds, exchanges or credits for change of mind on merchandise purchases.
- 6.2. Members and clients are encouraged to carefully inspect merchandise and confirm sizing before completing their purchase.
- 6.3. Nothing in this section excludes or limits any rights or remedies available under the Australian Consumer Law in relation to faulty, damaged or incorrectly supplied goods.

7. CLASS PACKS

- 7.1. Class Packs are designed for clients who prefer to attend at their own pace or for Members who wish to purchase additional classes alongside their Membership.
- 7.2. Class Pack types, pricing, inclusions and validity periods may vary.
- 7.3. Class Packs:
 - (a) Commence on the date of purchase.
 - (b) Are non-refundable.
 - (c) Are non-transferable, except where sharing is expressly permitted below.
 - (d) Cannot be paused, extended or exchanged unless required by Australian Consumer Law.
 - (e) Expire at the end of their advertised validity period.
 - (f) Are subject to the standard Booking, Waitlist, Cancellation and No-Show Policies.

7.4. Expired Class Packs will not be reinstated unless approved at the sole discretion of Flow & Co. Pilates.

7.5. Standard Class Packs may be shared with immediate family members.

7.6. To link a Standard Class Pack between immediate family accounts, please contact the team through In-App Support in the Flow & Co. Pilates App.

7.7. Intro Offers, Memberships, Challenges, Promotional Offers and Bottomless Class Packs are for individual use only and cannot be shared unless otherwise expressly permitted by Flow & Co. Pilates.

7.8. For clients attending regularly, a Flow & Co. Pilates Membership generally provides the best value and lowest cost per class.

8. BOTTOMLESS CLASS PACKS

8.1. Bottomless Class Packs provide the convenience of automatic reloading while retaining the flexibility of a Class Pack.

8.2. Flow & Co. Pilates currently offers:

(a) Bottomless 5 Pack.

(b) Bottomless 10 Pack.

8.3. By purchasing a Bottomless Class Pack, you authorise Flow & Co. Pilates to automatically charge your nominated payment method each time all available credits within the pack have been used.

8.4. Once all credits have been used:

8.5. Your nominated payment method will automatically be charged for the same Bottomless Class Pack.

8.6. A new pack containing five or ten class credits, depending on the pack selected, will automatically be added to your account.

8.7. Automatic reloading will continue until the Bottomless Class Pack is cancelled.

8.8. Bottomless Class Packs:

(a) Are non-refundable.

(b) Are non-transferable.

(c) Cannot be exchanged for another product or service.

(d) Cannot be shared unless otherwise expressly permitted by Flow & Co. Pilates.

- (e) Remain subject to the validity and expiry period advertised at the time of purchase.
- (f) Are subject to the standard Booking, Waitlist, Cancellation and No-Show Policies.

Cancelling a Bottomless Class Pack

- 8.9. A Bottomless Class Pack may be cancelled at any time before the next automatic reload occurs.
- 8.10. Cancellation will prevent future automatic charges only.
- 8.11. Flow & Co. Pilates reserves the right to discontinue Bottomless Class Packs or automatic reloading by providing reasonable notice to affected Members.
- 8.12. Any pack already purchased or automatically reloaded before the cancellation is processed will remain available until its advertised expiry date and will not be refunded.

9. STUDENT & HEALTHCARE WORKER DISCOUNT

- 9.1. Flow & Co. Pilates may provide a 10% discount on eligible Memberships and Standard Class Packs for eligible students and healthcare workers.
- 9.2. The discount:
 - (a) Applies only to eligible Memberships and Standard Class Packs.
 - (b) Does not apply to Intro Offers, Challenges, Hot Flex Memberships, Promotional Offers, sale items or other discounted products.
 - (c) Cannot be applied retrospectively.
 - (d) Cannot be combined with another offer, promotion or discount unless expressly stated.
- 9.3. To access the discount, you must submit a copy of your valid Student ID or Healthcare Worker ID through In-App Support in the Flow & Co. Pilates App.
- 9.4. Once eligibility has been verified, the applicable discount will be added to your account.
- 9.5. Flow & Co. Pilates may request updated identification from time to time to confirm ongoing eligibility.
- 9.6. Flow & Co. Pilates reserves the right to amend, vary or withdraw this discount at any time.

10. MEMBERSHIPS

- 10.1. Flow & Co. Pilates offers a range of Memberships from time to time. The Memberships available for purchase, together with their pricing, inclusions, booking windows,

benefits and class entitlements, are those advertised through the Flow & Co. Pilates App and website at the time of purchase.

10.2. Unless otherwise specified, all Memberships:

- (a) Commence immediately upon purchase.
- (b) Renew automatically according to the advertised billing cycle.
- (c) Continue until cancelled in accordance with these Terms & Conditions.
- (d) Are non-refundable except where required by Australian Consumer Law.
- (e) Are non-transferable.
- (f) Cannot be shared between Members.

Flex Memberships

10.3. Flex Memberships provide a set number of class credits that can be used throughout a 28-day Membership cycle rather than requiring a fixed number of classes to be used each week.

10.4. Depending on the Membership selected, a Member may receive a set number of class credits during each 28-day cycle, such as 8, 12 or 16 credits, or access to an unlimited Membership option.

10.5. Flex Memberships may include:

- (a) The ability to book classes up to 90 days in advance.
- (b) Access to the class types included in the selected Membership.
- (c) Flexibility to use allocated credits at any time during the applicable 28-day cycle.
- (d) Access to current Flex Membership benefits, offers and promotions.

10.6. Unless otherwise specified, unused Flex Membership credits may roll over for one additional 28-day Membership cycle only.

10.7. Any rolled-over credits that remain unused at the end of that following cycle will automatically expire.

10.8. Rolled-over credits:

- (a) Cannot be extended.
- (b) Cannot be transferred.
- (c) Cannot be exchanged.

- (d) Hold no cash value.
- (e) Will not remain available beyond the Membership cancellation or conclusion date.

10.9. Rollover does not apply to unlimited Memberships or any Membership expressly advertised as having no rollover entitlement.

Flex Membership Benefits

10.10. Flex Memberships may include benefits such as:

- (a) Booking up to 90 days in advance.
- (b) Guest passes.
- (c) Member pricing.
- (d) Merchandise discounts.
- (e) Exclusive events.
- (f) Milestone rewards.
- (g) Promotional offers.
- (h) Other benefits introduced from time to time.

10.11. Unless expressly stated otherwise, these benefits are discretionary.

10.12. Benefits may be introduced, amended, substituted or withdrawn at any time and do not form part of the guaranteed contractual Membership entitlement.

10.13. Members on Memberships or pricing no longer offered for sale are not automatically entitled to benefits introduced for Flex Memberships unless otherwise advised by Flow & Co. Pilates.

Loyalty & Rewards

10.14. Flow & Co. Pilates may recognise and reward long-term Members through loyalty, milestone or recognition programs introduced from time to time.

10.15. Eligibility, rewards, benefits, qualification criteria and ongoing participation requirements are determined solely by Flow & Co. Pilates and may be amended, substituted, suspended or withdrawn at any time without prior notice.

10.16. Unless expressly stated otherwise, loyalty and recognition rewards do not form part of a Member's contractual Membership entitlement and have no cash value, are non-transferable and cannot be exchanged or redeemed for cash or credit.

10.17. Flow & Co. Pilates reserves the right to determine eligibility for any loyalty or recognition program and to refuse, suspend or withdraw participation where these Terms & Conditions have been breached or where misuse of the program is identified.

Existing Memberships

10.18. Some Members may remain on Memberships or pricing structures that are no longer available for purchase.

10.19. Existing Memberships continue under their current terms unless otherwise advised by Flow & Co. Pilates.

10.20. Flow & Co. Pilates reserves the right to amend, discontinue or replace any Membership or pricing structure at any time. Where a change materially affects an existing Membership, Flow & Co. Pilates will provide at least 30 days' written notice before the change takes effect.

10.21. Flow & Co. Pilates may transfer, amend or migrate Members from an existing Membership or pricing structure to a current Flex Membership where reasonably necessary for operational, commercial or system purposes.

10.22. Members who remain on an existing Membership are not automatically entitled to benefits, booking windows, promotions or inclusions introduced for Flex Memberships unless expressly stated by Flow & Co. Pilates.

11. UPFRONT MEMBERSHIPS

11.1. Upfront Memberships are no longer available for purchase and remain available only to existing Members who previously purchased an eligible Upfront Membership.

11.2. Upfront Memberships:

- (a) Are paid in full upon purchase.
- (b) Commence immediately unless another commencement date is expressly agreed.
- (c) Are non-refundable.
- (d) Are non-transferable.
- (e) Are non-exchangeable.
- (f) Cannot be paused or extended unless expressly stated or required by Australian Consumer Law.
- (g) Do not provide refunds, extensions or credits for unused sessions unless required by Australian Consumer Law.

11.3. Upfront Memberships remain subject to the booking window, class access and inclusions advertised at the time of purchase.

Membership Information

11.4. Flow & Co. Pilates may offer a variety of Membership options.

11.5. Each Membership provides access only to the class types, booking limits, credit allocations, pricing, rollover conditions and benefits advertised for that Membership.

11.6. Current Membership information is available through the Flow & Co. Pilates App and website.

Changes to Memberships by Flow & Co. Pilates

11.7. Flow & Co. Pilates may:

- (a) Introduce new Memberships.
- (b) Retire existing Memberships.
- (c) Rename Memberships.
- (d) Amend Membership pricing, inclusions or benefits.
- (e) Amend the billing cycle or payment frequency of a Membership where reasonably necessary, provided at least 30 days' written notice is given where the change materially affects existing Members.
- (f) Replace Memberships with equivalent offerings.

11.8. Where a change materially affects an existing Membership, Flow & Co. Pilates will provide at least 30 days' written notice before the change takes effect.

11.9. Affected Members may choose to:

- (a) Transfer to another available Membership; or
- (b) Cancel their Membership in accordance with the standard Membership Cancellation Policy.

Membership Price Reviews

11.10. Membership pricing may be reviewed from time to time.

11.11. Where a pricing change affects an existing Member, Flow & Co. Pilates will provide at least 30 days' written notice before the new price takes effect.

12. MEMBER-REQUESTED CHANGES

Upgrading or Transferring

12.1. Members may request to upgrade or transfer to another available Membership before their next scheduled billing date. Any upgrade or transfer is subject to the Memberships available at the time of the request and the approval of Flow & Co. Pilates.

12.2. Flow & Co. Pilates may retire previous Memberships or pricing structures at any time. Once a Member has changed to a current Membership, their previous Membership or pricing may no longer be available.

12.3. An upgrade or transfer may commence a new Membership term or commitment period, where applicable, as disclosed at the time of the change.

Downgrading

12.4. Members wishing to downgrade their Membership must provide at least 14 days' written notice before their next scheduled billing date.

12.5. Downgrades are subject to the Memberships available at the time of the request and will take effect from the next eligible billing cycle.

12.6. Previous Memberships or pricing structures that are no longer offered for sale cannot be reinstated unless expressly approved by Flow & Co. Pilates.

Billing Date Changes

12.7. Membership billing dates are fixed at the time of purchase. Requests to change a billing date may be considered at the sole discretion of Flow & Co. Pilates but are not guaranteed. Approval of a billing date change does not waive or reduce any Membership fees otherwise payable under these Terms & Conditions.

Failed Payments

12.8. Payments are processed through Flow & Co. Pilates' nominated third-party payment provider.

12.9. By purchasing a Membership, Members authorise Flow & Co. Pilates to continue charging their nominated payment method for all Membership fees and other amounts payable under these Terms & Conditions until their Membership has been cancelled in accordance with these Terms & Conditions.

12.10. If a Membership payment fails:

(a) If the second payment reattempt fails, a \$5 dishonour fee will apply.

(b) If the third payment reattempt also fails, a further \$5 dishonour fee will apply.

(c) Payment will initially be reattempted on up to three consecutive days.

(d) If payment remains outstanding after these reattempts, Flow & Co. Pilates reserves the right to continue reattempting payment at subsequent intervals until all outstanding

Membership fees, applicable cancellation notice period payments and dishonour fees have been paid in full.

(e) Any outstanding balance must be paid before further bookings will be permitted.

(f) Flow & Co. Pilates may immediately suspend Membership and booking privileges and cancel future bookings while any outstanding balance remains unpaid.

(g) Flow & Co. Pilates may apply any account credit held by the Member towards an outstanding balance, where permitted by law.

(h) Members remain responsible for all Membership fees payable while their Membership remains active, including any applicable cancellation notice period, regardless of attendance or use of allocated class credits.

(i) Failure to make payment does not constitute cancellation or termination of a Membership. Membership cancellations must be made in accordance with the cancellation provisions set out in these Terms & Conditions.

(j) Flow & Co. Pilates reserves the right to refer any overdue account to a third-party debt collection agency or take other reasonable steps to recover outstanding amounts. Where permitted by law, any reasonable costs incurred in recovering the debt may be payable by the Member.

(k) Debt Collection Fee: You may be responsible for reasonable debt recovery costs incurred by Flow & Co. Pilates in recovering the outstanding amount, to the extent permitted by law.

(l) If a Membership payment fails, future bookings may be automatically removed following the unsuccessful payment. Bookings may resume once the outstanding balance has been paid in full, subject to class availability.

12.11. Members are responsible for ensuring their payment details remain current and sufficient funds are available for all scheduled Membership payments.

12.12. Flex Membership payments are processed weekly, with Membership and class allocations operating on a 28-day cycle. A failed weekly instalment does not cancel or terminate the Membership or the applicable 28-day cycle. The Membership will be considered overdue and access to bookings may be suspended until the outstanding balance has been successfully paid.

By purchasing a Flex Membership, the Member acknowledges and agrees to these Terms & Conditions, including the minimum 3-month payment commitment.

Membership Freeze

12.12. Members may request to freeze their Membership by submitting a request in writing through the In-App Support feature in the Flow & Co. Pilates App. Freeze requests must be received at least 72 hours before the requested freeze start date.

12.13. Unless otherwise approved by Flow & Co. Pilates, the following conditions apply:

- (a) A \$5 Membership Freeze Administration Fee applies to each approved freeze and will be charged when the freeze is processed. This fee is non-refundable.
- (b) The minimum freeze period is 2 weeks.
- (c) Members may freeze their Membership for a maximum of 3 months within any 12-month period.
- (d) Memberships cannot be frozen during an active Membership cancellation notice period unless otherwise approved by Flow & Co. Pilates.
- (e) Medical freeze requests exceeding 3 months may be approved at the sole discretion of Flow & Co. Pilates and require a valid medical certificate.
- (f) Requests submitted with less than 72 hours' notice will only be considered in exceptional circumstances.

12.14. During an approved freeze, Membership billing, access and applicable Membership benefits will be paused for the approved freeze period. Membership class credits and rollover entitlements will be adjusted in accordance with the Member's billing cycle and the terms of their Membership.

Membership Cancellation

12.15. Membership cancellation requests must be submitted through the In-App Support feature in the Flow & Co. Pilates App.

12.16. Requests are generally responded to within one to three business days.

12.17. Membership cancellation requires four (4) scheduled Membership payment deductions after the cancellation request is received.

12.18. For example, if your Membership is billed weekly and a payment has already been processed, four further scheduled weekly Membership payments will still be deducted before your Membership concludes.

12.19. Memberships remain active during the cancellation period unless otherwise confirmed by Flow & Co. Pilates.

12.20. Flow & Co. Pilates reserves the right to cancel or terminate any Membership by providing at least 30 days' written notice to the Member.

12.21. Any unused or rolled-over credits remaining when the Membership concludes will expire and will not be refunded, transferred, exchanged or retained for future use.

12.22. Where a Member is on a Membership or pricing structure that is no longer offered for sale, cancellation or transfer may result in the permanent loss of that Membership or pricing.

Flow & Co. Pilates is under no obligation to reinstate discontinued Memberships or pricing structures.

12.23 Membership Terms operate on a 28-day cycle, with payments billed weekly. This membership has no ongoing lock-in contract; however, by signing up, you agree to a minimum 3-month commitment period. All scheduled payments during this minimum term must be completed. After the initial 3 months, your membership continues until cancelled in accordance with our cancellation policy.

13. EVENTS & PRIVATE BOOKINGS

13.1. Flow & Co. Pilates offers special events, workshops, private bookings and community experiences throughout the year.

13.2. All event and private booking enquiries must be submitted by email to events@flowandcopilates.com.au.

13.3. Availability, pricing, minimum participant numbers, deposits and booking requirements may vary depending on the event.

13.4. Full payment or a deposit may be required to secure a booking.

13.5. Unless otherwise stated, event and private booking payments are non-refundable and subject to the cancellation conditions advertised for that event.

13.6. Flow & Co. Pilates reserves the right to amend, postpone or cancel an event where necessary.

13.7. Where an event is cancelled by Flow & Co. Pilates, participants may be offered an alternative date, account credit or refund, as applicable.

13.8. Eligible Members may receive priority access, pre-sale opportunities or Member pricing for selected events, workshops and promotions.

13.9. Eligibility for Member pricing and benefits is determined by the Membership held at the time of booking.

14. CHALLENGES & PROMOTIONAL OFFERS

14.1. Flow & Co. Pilates may offer wellness challenges, attendance challenges, promotional passes and other limited-time offers.

14.2. The pricing, eligibility, inclusions and conditions of each Challenge or Promotional Offer may vary.

14.3. Challenge passes and Promotional Offers:

(a) Are valid only for the advertised period.

- (b) Expire automatically at the end of the advertised period.
- (c) Cannot be paused, frozen or transferred unless otherwise stated.
- (d) Cannot be shared unless otherwise stated.
- (e) Are non-refundable.
- (f) Cannot be exchanged or extended unless required by Australian Consumer Law.

14.4. Unused classes, visits or benefits will be forfeited at the end of the advertised period.

14.5. Flow & Co. Pilates reserves the right to amend, extend or discontinue a Challenge or Promotional Offer at its discretion.

14.6. Participation constitutes acceptance of any additional terms advertised for that Challenge or Promotional Offer.

15. FLOW & CO. PILATES' RIGHTS

15.1. Flow & Co. Pilates reserves the right to suspend or terminate a Membership, booking or access to its services where a person:

- (a) Repeatedly breaches these Terms.
- (b) Engages in abusive, threatening or inappropriate behaviour.
- (c) Damages equipment or property.
- (d) Places staff, Instructors, Members or other participants at risk.
- (e) Shares, lends or otherwise permits another person to use a Membership, Class Pack or other product that is intended for personal use only.
- (f) Engages in fraudulent activity.
- (g) Repeatedly fails to meet payment obligations.

15.2. Flow & Co. Pilates reserves the right to refuse entry to any class or studio where it reasonably believes this is necessary to protect the health, safety or wellbeing of staff, Members or other participants.

15.3. Where appropriate, no refund or credit will be provided following suspension or termination resulting from a breach of these Terms, except where required by Australian Consumer Law.

16. INTELLECTUAL PROPERTY

16.1. All content created or provided by Flow & Co. Pilates, including but not limited to class programming, workouts, educational material, videos, photographs, graphics, branding,

logos, trademarks, written content and other intellectual property, remains the property of Flow & Co. Pilates unless otherwise stated.

16.2. Members and clients must not reproduce, copy, record, distribute, publish, modify, sell or otherwise use any Flow & Co. Pilates intellectual property without the prior written consent of Flow & Co. Pilates.

16.3. Unauthorised use of Flow & Co. Pilates intellectual property may result in suspension or termination of Membership and may give rise to legal action where appropriate.

17. STUDIO CLOSURE, SALE OR TRANSFER

17.1. Flow & Co. Pilates reserves the right to permanently or temporarily close, relocate, transfer or sell a studio, or cease operating from a particular location.

17.2. Where practicable, Flow & Co. Pilates will provide reasonable notice.

17.3. Memberships that provide access across multiple Flow & Co. Pilates locations may continue to be used at any remaining eligible Flow & Co. Pilates studio.

17.4. The closure, relocation, transfer or sale of a studio does not automatically entitle a Member or client to a refund, credit or compensation for unused Membership fees, Class Packs or other products, except where required by Australian Consumer Law.

17.5. If Flow & Co. Pilates is no longer able to provide the purchased services and no reasonable alternative is available, any entitlement will be determined in accordance with Australian Consumer Law.

18. STUDIO ETIQUETTE

18.1. To ensure a safe, welcoming and enjoyable experience for everyone, Members and clients agree to:

- (a) Arrive at least 5 minutes before the scheduled class start time.
- (b) Place mobile phones on silent before entering the studio.
- (c) Inform the Instructor of any injury, medical condition, pregnancy or other circumstance that may affect safe participation before the class begins.
- (d) Follow all Instructor directions and studio policies at all times.
- (e) Treat Instructors, staff, Members and other participants with courtesy and respect.
- (f) Wipe down and return equipment after use where requested.

Late Arrival

18.2. Participants arriving more than 5 minutes after the scheduled class start time will not be admitted. This policy is in place to protect participant safety and minimise disruption to the class.

- (a) Where a participant arrives after the 5-minute cut-off:
- (b) The booking will be forfeited.
- (c) The applicable class credit or booking charge will be forfeited.
- (d) No refund, transfer or replacement credit will be provided.

Children & Babies

18.3. Children are not permitted inside the studio.

18.4. Babies are only permitted during designated baby-friendly classes offered by Flow & Co. Pilates and must remain safely secured in a pram or approved baby seat, or be held by their parent or guardian, as directed by the Instructor.

18.5. Participants must be at least 16 years of age to attend classes independently. Participants aged 13–15 years may attend only when accompanied by a participating parent or legal guardian.

Hot Mat Towel Requirement

18.6. For hygiene reasons, all participants attending a Hot Mat class must use a towel that is large enough to completely cover their mat throughout the class.

18.7. If a suitable towel is not brought to class, a suitable towel must be purchased from the studio before participating. Entry to class may be refused if a suitable towel is not available.

Grip Socks

18.8. Grip socks are strongly encouraged during all Reformer classes to assist with safety and stability.

18.9. Members choosing to wear socks must wear non-slip grip socks suitable for Reformer Pilates. Grip socks are available for purchase at the studio if required.

18.10. Flow & Co. Pilates reserves the right to refuse participation where footwear is considered unsuitable or where participation may present a safety risk.

Damaged Equipment

18.11. Any damaged, faulty or unsafe equipment must be reported to a Flow & Co. Pilates team member immediately.

18.12. Members and clients must not use any equipment they know, or reasonably believe, to be damaged, faulty or unsafe until it has been inspected and approved for use by Flow & Co. Pilates.

Personal Belongings

18.13. Members are responsible for their personal belongings while attending Flow & Co. Pilates. Flow & Co. Pilates accepts no responsibility for any lost, stolen or damaged personal property, except where liability cannot be excluded by law.

Communicable Illness

18.14. Members must not attend classes if they are experiencing symptoms of a contagious illness (including fever, vomiting, diarrhoea or other symptoms that may place staff or other participants at risk). Flow & Co. Pilates reserves the right to refuse entry where reasonably necessary to protect the health and safety of others.

Recording & Photography

18.15. To protect the privacy of Members, Instructors and staff, participants must not photograph, video record or audio record any class, Instructor, staff member or other participant without the prior permission of Flow & Co. Pilates.

18.16. Flow & Co. Pilates may photograph or record classes for training, quality assurance, educational or promotional purposes. Members who do not wish to appear in photographs or recordings must notify Flow & Co. Pilates in writing before attending.

19. PREGNANCY

Under 13 Weeks

19.1. Clients who are less than 13 weeks pregnant may attend standard classes with GP or relevant medical clearance.

19.2. The client must notify the Instructor before participating.

13 Weeks and Beyond

19.3. Clients who are 13 weeks pregnant or more must:

- (a) Notify Flow & Co. Pilates.
- (b) Attend designated pregnancy-friendly classes only.
- (c) Follow all modifications and safety directions provided by the Instructor.

19.4. Flow & Co. Pilates may request medical clearance at any stage of pregnancy.

20. RECREATIONAL SERVICES – EXCLUSION OF LIABILITY

20.1. The classes and services provided by Flow & Co. Pilates are recreational services for the purposes of section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (ACLFTA) and section 139A of the *Competition and Consumer Act 2010* (Cth) (CCA).

Warning under the *Australian Consumer Law And Fair Trading Act 2012* (Vic)

20.2. If you sign this form, you will be agreeing that your rights to sue the supplier under the ACLFTA are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

20.3. Under the *Australian Consumer Law* (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill;
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

20.4. Under section 22 of the ACLFTA, the exclusion of these statutory guarantees is brought to your attention by this form.

20.5. The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the ACLFTA.

20.6. By attending, booking or participating in any class or service provided by Flow & Co. Pilates, you agree that the liability of the Released Parties for any personal injury (as defined in the ACLFTA) that may be suffered by you resulting from the supply of recreational services is excluded to the fullest extent permitted by law.

20.7. This exclusion applies to the supply of recreational services only and does not extend to the supply of goods.

21. Indemnity

21.1. To the fullest extent permitted by law, you agree to indemnify and hold harmless the Released Parties against any loss, cost, damage or expense (including reasonable legal fees) arising directly or indirectly from:

- (a) your breach of these Terms & Conditions;
- (b) any false, misleading or incomplete information provided by you, including failure to disclose a medical condition, injury or other circumstance relevant to your safe participation;

- (c) any claim made against Flow & Co. Pilates by a third party arising from your conduct, actions or omissions while attending classes or using the studio; or
- (d) damage to Flow & Co. Pilates equipment or property caused by your misuse, negligence or failure to follow Instructor directions.

22. Limitation of Liability

22.1. To the extent that Flow & Co. Pilates' liability cannot be excluded under the Australian Consumer Law or other applicable legislation, Flow & Co. Pilates' total liability to you for any claim arising under or in connection with these Terms & Conditions is limited, at Flow & Co. Pilates' election, to:

- (a) the re-supply of the relevant services; or
- (b) the payment of the cost of having the relevant services supplied again.

23. FORCE MAJEURE

23.1. Flow & Co. Pilates is not responsible for delays, interruptions or cancellations caused by events beyond its reasonable control, including natural disasters, power outages, government restrictions, public health emergencies or other unforeseen circumstances (**Force Majeure Event**).

23.2. If a Force Majeure Event prevents Flow & Co. Pilates from providing classes or services for a continuous period exceeding 14 days, Flow & Co. Pilates may, at its discretion, freeze affected Memberships for the duration of the disruption at no additional charge. Flow & Co. Pilates is not required to provide refunds, credits or compensation in respect of a Force Majeure Event, except where required by Australian Consumer Law.

24. PRIVACY POLICY

24.1. Flow & Co. Pilates respects your privacy and handles personal information in accordance with applicable privacy laws, including the Australian Privacy Principles where applicable.

Information We Collect

24.2. Flow & Co. Pilates may collect information including:

- (a) Name.
- (b) Address.
- (c) Date of birth.
- (d) Phone number.
- (e) Email address.

- (f) Emergency contact details.
- (g) Attendance and booking history.
- (h) Health information voluntarily disclosed.
- (i) Images or recordings where applicable.
- (j) Payment-related information processed by third-party payment providers.

24.3. Full payment card details are processed securely by third-party providers and are not stored directly by Flow & Co. Pilates.

How We Use Your Information

24.4. Personal information may be used to:

- (a) Manage Memberships, Class Packs and bookings.
- (b) Process payments.
- (c) Communicate service updates.
- (d) Provide customer support.
- (e) Send marketing communications where consent has been provided.
- (f) Improve services.
- (g) Administer promotions and events.
- (h) Meet legal and regulatory obligations.

24.5. Flow & Co. Pilates does not sell personal information.

Disclosure of Information

24.6. Personal information may be disclosed:

- (a) Where required or authorised by law.
- (b) To payment providers.
- (c) To booking, communications and software providers.
- (d) To professional advisers.
- (e) Where reasonably necessary to operate Flow & Co. Pilates.

Information Retention

24.7. Personal information will be retained for as long as reasonably necessary to:

- (a) Operate the business.
- (b) Provide services.
- (c) Comply with legal and regulatory obligations.
- (d) Resolve disputes.
- (e) Enforce agreements.
- (f) Maintain appropriate customer and business records.

Your Rights

24.8. You may request:

- (a) Access to your personal information.
- (b) Correction of inaccurate personal information.
- (c) Removal from marketing communications.

24.9. Opting out of marketing communications does not require Flow & Co. Pilates to delete information that it is legally or operationally required to retain.

25. COOKIES

25.1. The Flow & Co. Pilates website may use cookies and similar technologies to:

- (a) Improve website functionality and performance.
- (b) Analyse visitor behaviour.
- (c) Remember user preferences.
- (d) Deliver relevant marketing or advertising.

26. CHANGES TO THESE TERMS

26.1. Flow & Co. Pilates may amend these Terms & Conditions from time to time.

26.2. Where a change materially affects an existing Membership or Member obligation, reasonable written notice will be provided before the change takes effect.

26.3. The latest version of these Terms & Conditions will be available through the Flow & Co. Pilates website or App.

27. GENERAL

Governing Law

27.1. These Terms & Conditions are governed by the laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that may hear appeals from those courts.

Severability

27.2. If any provision of these Terms & Conditions is found to be invalid, void or unenforceable (including under the unfair contract terms provisions of the Australian Consumer Law), that provision will be read down to the extent necessary to be valid and enforceable or, if that is not possible, will be severed from these Terms & Conditions without affecting the validity or enforceability of the remaining provisions.

Entire Agreement

27.3. These Terms & Conditions, together with any product-specific terms displayed at the time of purchase, constitute the entire agreement between you and Flow & Co. Pilates in relation to the services provided. They supersede all prior representations, understandings or agreements, whether oral or written, except to the extent that any such representation would constitute misleading or deceptive conduct under the Australian Consumer Law.

28. AUSTRALIAN CONSUMER LAW

28.1. Nothing in these Terms & Conditions excludes, restricts or modifies any right, guarantee or remedy available under the Australian Consumer Law or other applicable legislation.

28.2. Where legislation implies guarantees that cannot lawfully be excluded, Flow & Co. Pilates limits its liability only to the maximum extent permitted by law.

28.3. By purchasing a Membership, Class Pack, Bottomless Class Pack, Intro Offer, Challenge or Promotional Offer, or by attending a Flow & Co. Pilates class, you acknowledge that you have read, understood and agree to these Terms & Conditions.