

## TERMS AND CONDITIONS

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### **General Terms and Conditions**

By obtaining a membership ("**Membership**"), taking a class, paid or otherwise physically entering an Upstate Studios studio, this signifies that you have read, understood and agree to be bound by the terms and conditions (the '**Terms**'). If you do not agree with these Terms, you must cease usage of the studio, or any of our Services, immediately.

Upstate Studios ("Upstate", "we", "us", "our") reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Upstate Studios updates the Terms, we will use reasonable endeavours to provide you with notice of updates to the Terms. You should familiarise yourself with these Terms and check for updates regularly. Any changes to the Terms take immediate effect from the date of their publication. These Terms apply to all users of Upstate Studios, unless stated otherwise.

These Terms will take precedence if anything differs from what you have been told by our staff in person or verbally communicated.

We reserve the right to restrict you from using our Studio(s). We may terminate your Membership, access and permission to use our Studio(s), in circumstances that include but not limited to, (1) if you breach these Terms or you fail to follow any membership or studio policies and are incapable of remedy, (2) your conduct is improper and harmful to the best interest of Upstate Studios or its members, (3) you fail to make payments or any payments or fees are late, (4) the payments or membership fees are interrupted or discontinued for any reason and you do not provide an acceptable alternative.

If Upstate Studios terminates your Membership you will be liable for the membership fees for the time you were a member and any other fees payable for the services already provided. Upstate Studios will refund you the portion of fee paid which represents the unused classes of the membership within 14 days.

Upstate Studios will make every possible effort to deliver classes and services on time as advertised. However, there may be times when a scheduled class is unable to be delivered. Upstate Studios reserves the right to make changes to the class schedule, opening hours, membership pricing and instructors at any time without prior notice.

Upstate Studios reserves the right at any time to replace or discontinue the class equipment. The Studio may be closed for up to 10 days each year for maintenance purposes.

Upstate Studios are not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason, or in the event you are unable to attend a class because it is full.

Upstate Studios provides lockers for participants to store their valuables, but please note that Upstate Studios will not be responsible for the safekeeping of clients belongings while they are at the studio. You are not permitted to interfere or tamper with, steal, or cause loss or damage to, the personal belongings of another person at the studio. If you do so, we may cancel your Membership and permanently ban you from entering any Upstate Studios facility.

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Personal items are not permitted to be stored in lockers overnight or beyond your class session. Any items remaining in lockers or items that have been handed into Reception will be held for two weeks and then donated to charity.

**Age Limits:** The minimum age is 14 years to attend a class. If the client is under 16 years they must attend with a parent or guardian. If a parent or guardian does not attend, the member will not be permitted to attend class. Everyone that attends class must have a valid membership and book a spot in class. The parent/ guardian assumes legal responsibility for performance of the minor's obligations under these terms.

**Animals:** No animals are allowed inside the studio at any time. Upstate Studios has the right to ask you to leave if you have brought an animal in the studio. Exception: Registered assistance animals, including guide and service dogs, are welcome in accordance with the Disability Discrimination Act 1992 (DDA). Please email us ahead of time so we can confirm suitable arrangements for you and your assistance animal.

To the extent permitted by law, all purchases are final and Upstate Studios do not offer refunds on services or products for change of mind, injury, illness, change of address or any other reason.

All passes and memberships are non-transferable and may not be shared. Each participant/member must have their own profile and must not attend classes using another member's profile and/or pass.

Gift cards are not redeemable for cash.

## Code of Conduct

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At Upstate Studios, we're all about helping people create a positive state of mind through movement, connection and positivity. Community is at the heart of everything we do, and we ask all members to do their part in maintaining a welcoming and supportive space.

The Code of Conduct outlines the expectations from members to ensure everyone can enjoy their Upstate experience. By attending classes, all members agree to adhere to the following guidelines:

### RESPECT FOR OTHERS

Be courteous and respectful to fellow members, instructors, and staff at all times. Refrain from using offensive or inappropriate language that may be harmful or offensive to others, and avoid any behaviour that may disrupt the experience of others.

We welcome everyone! Uphold the community value of diversity and inclusion for all members, regardless of their background, beliefs, or abilities.

To make sure everyone has a safe and enjoyable experience at Upstate, please follow any reasonable directions or requests from our staff.

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### STARTING + ENDING CLASS TOGETHER

Studios are open to members 15 minutes prior to the start of class when check-in opens. Early access is not permitted. If attending multiple classes, if your next class starts later than 15 minutes, you are required to leave the space until check-in reopens.

Late entry is not permitted to any class. Please ensure that you arrive 5-10 mins before the scheduled class time at a studio. When the class begins, the entrance will be locked for security and safety purposes.

For the comfort and safety of all participants, members are required to remain at their allocated mat, reformer or boxing bag until the scheduled conclusion time.

If you anticipate needing to depart before the class ends, we recommend booking a different time slot that better aligns with your schedule.

### MOBILE PHONES AND ELECTRONIC DEVICES

Mobile phones and other devices should not be used whilst class is in progress. Please turn off or switch devices to silent.

We prioritise the privacy, comfort, and safety of all our members. Taking photos or videos of other members without their consent is a breach of our terms and conditions.

Recording of content (whether filming or photography) is not permitted in bathrooms or change areas at any time.

If members wish to record content for personal or social media use, it must be done before or after the class and only with the consent of those who may appear in the background.

Please note, phones cannot be charged at the front desk. The studio does not accept responsibility for any personal devices left unattended or connected to power outlets.

### HYGIENE AND ATTIRE

Members are required to wear appropriate attire for physical exercise to attend class, and must refrain from wearing clothing which contains offensive prints or designs into the studio.

A clean towel is to be used when participating in mat classes to maintain hygiene and safety standards. Subject to availability, you may hire a towel from reception.

### STUDIO EQUIPMENT AND SPACE

Members are to wipe down any class props and equipment used with the wipes provided at the end of each class and return all equipment to its original location/position. This includes wiping space around your mat of excess sweat.

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Our studios are non-smoking facilities. The smoking of cigarettes or electronic cigarettes (e-cigarettes or vapes) is strictly prohibited.

Please do not bring glass bottles into the studio.

For a safe and consistent experience for all, members are not to touch or adjust any studio operational equipment, including iPads, heat controls, or windows.

### ***Class Booking Late Cancellation + No Show Policies***

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This policy applies across ALL classes in studio.

Unlimited members will have the first two fees waived every calendar month.

If you have booked to attend a class and wish to cancel your attendance, you must seek cancellation through the online booking system up to 9 hours prior to the scheduled commencement time for the class. Upstate Studios will not accept cancellations by phone, e-mail or any other method other than by using the online booking system.

Any cancellations after the 9 hour mark will be considered a Late Cancel. If you do not cancel your class and you do not attend, you will be considered a No Show. This includes classes you are added into from the waitlist.

Clients with unlimited memberships will be charged the following fees for each Late Cancel and No Show.

- Upstate Box or Reformer Pilates Classes Late Cancel Fee \$15, No Show Fee \$20.
- Mat Classes Late Cancel Fee \$10, No Show Fee \$15.

Clients with a Recurring Limited Weekly, Casual pass or 10 Class Pack will result in the loss of one class for each Late Cancel and No Show.

Cancellation fees will be applied 2 days after class and will be automatically debited from your nominated payment method on file.

By booking online you are agreeing to the late cancellation and no show policy and charges.

### ***Pregnancy Policy***

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Provided you have obtained clearance from your health-care practitioner, you may practise Power Flow, Warm Deep Stretch, Warm Yin + Sound Bath Meditation, Power Reformer, Power Reformer Form, Box, Box Form, Box Explode, Box Express and Box Strength when pregnant. However, we recommend only continuing to practise

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class styles that you have been consistently attending at Upstate or a similar studio for a minimum of 3-6 months.

By participating in any of our classes, you confirm that you have discussed the suitability of practising these classes with your health-care practitioner, including the heat in heated mat classes, and that you will only practise if cleared by your health-care practitioner to do so.

If you wish to practise while pregnant, please email us to discuss the recommended pregnancy modifications before attending a class. Please also view our Pregnancy modification [videos](#).

Please note that practising is at your own risk, and it is your responsibility to practise the modifications with caution. By practicing you confirm that you are aware of and accept the risks involved in undertaking physical activity in heated and humid environments during pregnancy.

We do not recommend practising Hot Pilates Burn, Hot Pilates, Hot Pilates Strength, Hot Pilates Box Strength, Power Reformer Jump, Power Reformer Burn, Power Reformer Strength, or Power Reformer Strength + Stretch.

We do not recommend practising for at least 6 weeks post-pregnancy and subject to clearance from your health practitioner. We do not recommend practising Warm Deep Stretch or Warm Yin Yoga during the first 3-4 months post-pregnancy.

### ***Membership and Passes Terms***

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#### **Introductory "Intro" Offer**

Any introductory offer made by Upstate Studios may only be purchased by new clients who have not yet attended the studio.

Introductory Offers will be valid for specified terms, usually expressed in days. The term of the Introductory Offer will commence on the date of your first visit, unless otherwise specified (such as Foundation or Launch Offers). Introductory Offers are subject to the Class Booking Late Cancellation + No Show policies.

No refunds, transfers, suspensions or extensions are offered on unused portions of any Introductory Offer due to illness, injury, change of address or any other reason, unless required by law.

The Introductory Offer includes access to only the studio that you have purchased from. Introductory Offers do not allow cross-regional access to other Upstate Studios and are non-transferable between studios.

#### **Foundation Membership**

Foundation memberships are valid for use only at the studio that you have purchased from. Foundation memberships do not allow cross-regional access to other Upstate Studios and are non-transferable between studios, unless otherwise stated.

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If the Foundation Membership is cancelled, you will no longer be eligible for the foundation membership rate. A new rate will apply, which is the regular membership rate.

### **Weekly Auto Pay Memberships**

Please review the Weekly Membership Agreement terms when signing up to your chosen membership. The below serves as a general guide.

#### **Minimum Commitment Period**

The minimum active term of the Weekly Auto Pay Unlimited Membership is 4-weeks (4 payment cycles) unless otherwise stated, you may not cancel the Weekly Auto Pay Membership before that date for any reason, other than due to permanent physical incapacity or illness upon provision of a medical certificate. (Suspensions do not count as active term).

The term of the Weekly Auto Pay Unlimited Membership commences on the date that you purchase the membership or such other date as agreed by Upstate Studios.

#### **Cooling-Off Period**

You may cancel your membership within 48 hours of the cooling-off period commencing. This period begins when the agreement is signed. Cancellations must be in writing. Membership fees paid will be refunded within 14 days, less any fees for services already used.

#### **Cancellations**

The Weekly Auto Pay Membership is an ongoing agreement and will continue after the minimum active term until you advise Upstate Studios via email to cancel the membership.

Seven days notice is required to process the cancellation. To cancel your membership, please contact your home studio [here](#).

If you wish to transfer your membership to another membership option, seven days' notice is also required to process the transfer. All membership transfers must be requested via your home studio and remain subject to the applicable minimum commitment period.

#### **Suspensions**

Weekly Auto Pay Memberships can be suspended for minimum 1 week and maximum of 12 weeks via email notice. Memberships can be suspended for maximum time 12 weeks per membership year. Please allow 72 hours to process membership suspensions. To suspend your membership, please contact your home studio [here](#).

#### **Weekly Membership Fees**

Membership fees will be charged to your nominated credit card or bank account on a weekly basis via Mindbody Payments (Stripe). All fees must be paid in advance each weekly billing period. It is your responsibility to ensure there are sufficient funds available to cover the weekly auto pay.

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If an auto debit cannot be made for any reason, Upstate Studios may in its absolute discretion, process payment anytime after the due date upon receipt of sufficient monies in your account. If weekly membership payment fails, class booking privileges will be suspended until payment is made and all membership fees up-to-date.

Upstate Studios will audit membership accounts on a monthly basis. If, for any reason, you have not been billed for one or more membership weeks, Upstate Studios reserves the right to charge your nominated payment method for any outstanding membership fees.

Payment of membership fees does not depend on how often you attend the Studio. Non-attendance does not pause or cancel your payment.

### **“Weekly Unlimited” Auto Pay Memberships**

#### **Access**

This membership allows you unlimited regularly scheduled fitness classes, and includes all-studio access. Excludes workshops or other special events.

There are two Weekly Unlimited options:

- All Class Styles: Reformer, Boxing and Mat
- Mat Only Classes

### **Limited Weekly Auto Pay Membership**

#### ***“2 Classes/Week (Recurring)”***

#### **Access**

This membership allows you 2 fitness classes per week at the purchasing studio location only and is not transferable between studios or members. Excludes access to other Upstate studios and excludes workshops or other special events.

Unused classes will be forfeited. Any unused classes within the respective weekly period will expire and will not roll over to the next week.

Any classes booked beyond the 2 per week limit will need to be paid with a valid pricing option.

### **Upfront 12 Month Unlimited Membership**

This membership allows you unlimited regularly scheduled fitness classes, and includes all-studio access. Excludes workshops or other special events.

Memberships can be suspended for minimum 1 week and maximum 12 weeks via email notice. Memberships can be suspended for maximum 12 weeks per 12 month membership period. Please allow 72 hours to process membership suspensions. To suspend your membership, please contact your home studio [here](#).

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No refunds or transfers, are offered on unused portions of the 12 Month Membership due to illness, injury, change of address or any other reason unless otherwise agreed by Upstate Studios or required by law.

Payment of membership fees does not depend on how often you attend the Studio.

When an Upfront Membership is due to expire, you can renew your Upfront Membership at the current membership rate as advertised by Upstate Studios at the time of your renewal. By renewing your Upfront Membership, you agree to the membership terms that apply at that time

### **Upfront 6 Month Unlimited Membership**

This membership allows you unlimited regularly scheduled fitness classes, and includes all-studio access. Excludes workshops or other special events.

Memberships can be suspended for minimum 1 week and maximum 6 weeks via email notice. Memberships can be suspended for maximum 6 weeks per 6 month membership period. Please allow 72 hours to process membership suspensions. To suspend your membership, please contact your home studio [here](#).

No refunds or transfers, are offered on unused portions of the 6 Month Membership due to illness, injury, change of address or any other reason unless otherwise agreed by Upstate Studios or required by law.

Payment of membership fees does not depend on how often you attend the Studio.

When an Upfront Membership is due to expire, you can renew your Upfront Membership at the current membership rate as advertised by Upstate Studios at the time of your renewal. By renewing your Upfront Membership, you agree to the membership terms that apply at that time

### **One Month Unlimited Membership**

The One Month Unlimited Membership is valid for 30 days and will expire 30 days after the first class that you attend after the purchase of your pass.

This membership allows you unlimited regularly scheduled fitness classes, and includes all-studio access. Excludes workshops or other special events.

No refunds, transfers, suspensions or extensions are offered on unused portions of the 1 Month Membership due to illness, injury, change of address or any other reason, unless required by law.

### **10 Class Pack and Casual Class**

All 10 class pack and casual class passes expire in 6 months from the date of purchase.

This pass allows access to regularly scheduled fitness classes, and includes all-studio access. Excludes workshops or other special events.

No refunds, transfers, suspensions or extensions are offered on unused portions of the 10 Class Pack and Casual Class passes due to illness, injury, change of address or any other reason, unless required by law.

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### *Private Classes*

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To help keep your private session smooth and enjoyable, please note the following:

- **Studio Standards Apply:** All private classes follow our usual studio terms and conditions, along with our Member Code of Conduct.
  - **Safety First:** Alcohol is not permitted during classes. If anyone arrives intoxicated or becomes unsafe to participate, your instructor may pause or end the session to ensure everyone's wellbeing.
  - **Arrival:** The studio opens 15 minutes before your class to check-in so you can get settled and ready to start on time.
  - **Post Class:** You're welcome to use the changeroom facilities for up to 15 minutes post-class, unless alternative arrangements have been made ahead of time.
  - **Payment Details:** Private classes are prepaid, with payment due 1 day before your booking.
  - **Cancellations:** If you need to cancel within 48 hours of your class, a \$65 cancellation fee applies. Any payments already made will be refunded less the cancellation fee.
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Upstate is committed to being the best part of everyone's day! We value your feedback and strive to resolve complaints quickly and fairly. You can access our formal complaints handling procedure at <https://upstatestudios.com.au/terms-conditions/> [here](#).

**National Code of Practice for the Health and Fitness Industry** - a copy can be accessed online at <https://ausactive.org.au/>

**Queensland Fitness Industry Code of Practice** - A copy of the code is available upon request at reception (Queensland studios only) and can be accessed online at [www.legislation.qld.gov.au](http://www.legislation.qld.gov.au).

If you have any questions about these terms and conditions please reach out:

<https://upstatestudios.com.au/contact-us/>