

**TERMS AND CONDITIONS THE R STUDIO**

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## DEFINITIONS

- **THE R STUDIO:** THE R STUDIO, a private limited company with its registered office in Eindhoven and registered in the trade register of the Chamber of Commerce under number 94349495.
- **Website:** De website van THE R STUDIO, [www.therstudio.nl](http://www.therstudio.nl)
- **Subscription:** A participant agreement that entitles the participant to an (un)limited number of lessons for a period of 6 months or 12 months.
- **Terms and Conditions:** These terms and conditions as may be amended from time to time by THE R STUDIO. The latest version is always the current version and is always available on the website. A copy of the general terms and conditions will be provided on request.
- **Participant:** Any natural or legal person who has entered into a participant agreement with THE R STUDIO. If the Participant is a legal entity or natural person who does not actually participate himself, 'Participant' is also understood to mean any natural person who actually participates in the relevant Class as agreed with the relevant legal person or non-participating natural person.
- **Participant Agreement:** The agreement between THE R STUDIO and a Participant.
- **Teacher:** Pilates teachers, independently working or employed by THE R STUDIO which provides the lesson and related instructions.
- **Application THE R STUDIO:** the application of THE R STUDIO called IN WHICH THE LESSONS OF THE R STUDIO are visible and registration for lessons is possible.
- **Credit:** The credit or credit purchased by a participant via the website to book and/or follow a lesson at a studio of THE R STUDIO within the period. A credit can consist of a single lesson, a lesson package or a subscription and any form that entitles you to one or more lessons at THE R STUDIO.
- **Lesson:** Any private, duo, or group lesson, given by/on behalf of THE R STUDIO in a studio of THE R STUDIO.
- **Personal Data:** All data relating to natural persons provided by a participant to THE R STUDIO, as shown in the participant agreement or otherwise.
- **Term:** The period or period from the purchase of a credit within which a Participant is entitled to participate in a Lesson or a limited number of Lessons.

## GENERAL

- A. Follow the directions and guidance of the teachers and let them know in advance if you have any injuries.
- B. Always be present 5 minutes before the lesson so that you are on time at your reformer.
- C. THE R STUDIO is not a medical organization and cannot give you medical advice. You must assess for yourself whether you need medical advice before participating in our classes;
- D. In case of physical limitations, injuries, pregnancy or other important medical issues, we strongly recommend that you seek advice from your medical provider before joining our classes;
- E. You must assess for yourself whether you can follow the physical instructions and exercises offered in class. You are not obliged to follow these instructions and exercises. You are responsible for not exceeding your physical limits;
- F. You understand that from time to time, your instructor may suggest a different physical exercise or the use of an aid. It is your responsibility and choice to decide whether this adjustment is appropriate for your physical capabilities;
- G. By participating in the classes, you agree to release THE R STUDIO and all of its teachers from any and all losses, liabilities, injuries, or damages arising from any and all claims;
- H. For hygienic and safety reasons, grip socks are mandatory in every lesson. Possibly for sale in the studio or via the website.

## **APPLICABILITY OF THE R STUDIO GENERAL TERMS AND CONDITIONS**

- 1.1. Every participant is obliged to take note of these terms and conditions of THE R STUDIO. If there is a participant agreement between THE R STUDIO and a participant, these general terms and conditions are part of it and are inextricably linked to it.
- 1.2. If the participant is a legal entity or a natural person who does not actually participate in the lesson, the participant in question is obliged to hand over the general terms and conditions to the natural person who actually participates in the lesson.
- 1.3. Only if deviated from in writing will these general terms and conditions be disapplied in whole or in part or may be amended .
- 1.4. THE R STUDIO reserves the right to change the total number of participants in a class as well as the opening hours of the studio, the times of the classes, the number of classes, the specific teacher or instructor of a class and the rates. As far as possible, changes will be communicated via the website, social media or application of THE R STUDIO.
- 1.5. THE R STUDIO also reserves the right to refuse participants in the event of abuse of the subscription system or of the facilities of THE R STUDIO. If a participant causes such nuisance or nuisance that the proper execution of a lesson is made more difficult according to the relevant teacher, the relevant teacher can unilaterally decide to exclude the participant in question from the lesson. All costs arising therefrom shall be borne by the Participant.
- 1.6. Persons under the age of 16 are not allowed access to THE R STUDIO. Any injury to children or damage to children's property caused by (unauthorized) access to THE R STUDIO is at your own risk.
- 1.7. These participant terms and conditions apply to all legal relationships between THE R STUDIO and a participant who has purchased a credit and/or actually participates in a lesson offered and/or provided by THE R STUDIO and/or a credit purchased by a participant.
- 1.8. All stipulations in these general terms and conditions have also been drawn up for the benefit of all natural persons involved in the organisation of THE R STUDIO and all persons who work for THE R STUDIO and/or have been engaged by THE R STUDIO.

## **AGREEMENT**

- 2.1. An agreement between THE R STUDIO and a participant is the result of agreement between both parties, which agreement must be evidenced by (online) registration of a participant or a written confirmation of an agreement.
- 2.2. For THE R STUDIO, obligations only arise from a participant agreement after a participant has fulfilled all his obligations, including payment.
- 2.3. An agreement between THE R STUDIO and a participant consists of one or more credit(s), which entitles the participant to participate in a (limited number of) lesson(s) during the term. Credits are therefore valid to a limited extent. The individual validity is indicated in the account of the application of THE R STUDIO or the purchase confirmation. If a Credit and/or a bundle of credits has expired or been used up, a participant will no longer be able to register for a class.

## SUBSCRIPTIONS AND LESSON PACKAGES

3.1. Every participant agreement is personal and the participant is not entitled to transfer the rights and obligations arising from the participant agreement concluded under these participant terms and conditions to third parties in whole or in part.

- a. **One month subscription:** can be canceled in writing with due observance of one calendar month's notice. Written cancellation is possible by sending an email or via the own login portal of the application of THE R STUDIO.
- b. **A six-month subscription:** has a minimum term of 6 months starting on the first day of the consecutive calendar month. When a subscription is purchased halfway through the month, the subscription period of 6 months starts from the first of the consecutive month. The payment obligation starts from the day of purchase and is settled with the first full calendar month subscription period. It is not possible to cancel the subscription prematurely.
- c. **One-year subscription:** has a minimum term of 12 months starting on the first day of the consecutive calendar month. When a subscription is purchased in the middle of the month, the 12-month subscription period starts from the first of the consecutive month. The payment obligation starts from the day of purchase and is settled with the first full calendar month subscription period. It is not possible to cancel the subscription prematurely.

3.2. Pausing a subscription is allowed for a maximum of one calendar month during a subscription period. A break is only possible per calendar month and must be requested in writing via [info@therstudio.nl](mailto:info@therstudio.nl). The period of the break is added at the end of the subscription period.

3.3. Only in the event of a serious injury, long-term illness or a long-term stay abroad (at least six weeks) for work, the validity of a subscription can be suspended. THE R STUDIO has the right to require proof of this before granting a request for suspension.

3.4. If the participant decides to purchase a new/additional subscription from THE R STUDIO, the terms and conditions of the participant agreement and these participant terms and conditions will remain fully applicable, unless expressly agreed otherwise in writing.

3.5. If a participant has concluded a participant agreement with THE R STUDIO, the participant is entitled to withdraw from the participant agreement concluded with THE R STUDIO within fourteen days after signing.

3.6. If the participant revokes the participant agreement in accordance with these general terms and conditions, the participant will receive a refund of all payments made by the participant to THE R STUDIO, unless the participant has already used the facilities of THE R STUDIO.

3.7. THE R STUDIO has the right to terminate the participant agreement with immediate effect, if:

- *In the opinion of THE R STUDIO, the participant is guilty of inadmissible behaviour;*
- *If the participant violates the rules of THE R STUDIO; or*
- *The participant causes damage to THE R STUDIO IN ANY WAY.*

## PRICES AND PAYMENT

4.1. The current prices are on the website and/or can be found in the application of THE R STUDIO. The latest prices are always the current ones. Price increases have no effect on paid purchases.

4.2. Unless otherwise agreed, payments for subscriptions must be made by direct debit. The participant authorizes THE R STUDIO to automatically collect the purchases from the participant's specified payment account.

4.3. By purchasing a subscription, the participant authorizes THE R STUDIO to charge an initial subscription period and a recurring monthly subscription fee at the then-current rate. Increases in the current rate will be notified to the participant.

4.4. Payments already made by the participant will not be refunded, unless there is a legally valid withdrawal by the participant.

4.5. THE R STUDIO reserves the right to index and change its prices and rates.

4.6. No rights can be derived from promotions or special offers before or afterwards .

#### **JOINING AND CANCELLING A CLASS**

5.1. A Participant must register prior to Lesson via the appropriate online registration system: website and/or application of THE R STUDIO. Without registration, a Participant is not entitled to participate in a Lesson.

5.2. Deregistration before the start of a lesson is possible, provided that this is done before the indicated time as communicated via the online registration systems. Without timely deregistration, the Participant will be deemed to have participated in the Class and will be charged.

5.3. Our group classes have a 12-hour cancellation policy, which means you have up to 12 hours before your class to cancel the reservation and keep the credit. If you cancel after that, the credit will be charged. For private, duo, or own-group appointments, we have a cancellation policy of at least 24 hours before the lesson.

5.4. THE R STUDIO is entitled to adjust the schedule and/or the locations in the meantime without giving a reason. The latest schedules and locations are always the applicable ones and are always available on the Website.

5.5. THE R STUDIO has the right to cancel a lesson up to one hour before the start if there is insufficient registration of the number of participants. THE R STUDIO has the right to cancel a group lesson with less than 3 participants. In that case, the participant is deemed never to have registered for the class in question, so no credit will be used.

5.6. If the facilities of THE R STUDIO cannot be used or cannot be used in full due to circumstances beyond the control of THE R STUDIO, the costs owed by the participant for the use of the facilities of THE R STUDIO will not be refunded.

5.7. Extraordinary circumstances always result in force majeure for THE R STUDIO and release THE R STUDIO from its obligations. In the event of persistent force majeure, THE R STUDIO is released from its obligation to comply with the Participant Agreement.

5.8. In dangerous weather conditions, including thunderstorms, storms, extreme heat, snow or sleet, a lesson may be cancelled. THE R STUDIO is not liable for failure due to dangerous weather conditions.

#### **MERCHANDISE SALE**

6.1. This article applies to all merchandise purchases, both at THE R STUDIO and through the website.

#### 6.2. Prices and payments

- All prices include VAT, unless otherwise indicated.
- Payment must be made immediately upon purchase.

#### 6.3. Delivery and ownership

- When purchasing in the studio, ownership passes immediately after payment.
- For online purchases, ownership passes after full payment and delivery. Delivery will take place at the specified address and within the specified period.

#### 6.4. Warranty and complaints

- THE R STUDIO guarantees that the tools are free from manufacturing defects.
- Defects must be reported within fourteen days of purchase or delivery. The warranty does not cover damage from misuse, normal wear and tear, or lack of maintenance.

#### 6.5. Return to the umruil

- Purchases made in the studio can be returned, provided the item is returned unused and in its original packaging.
- For online purchases, a cooling-off period of fourteen days applies, provided that the item is returned unused and in its original packaging. All items can only be picked up in the studio: they will not be sent by post.

#### 6.6. Liability

THE R STUDIO is not liable for damage caused by improper use of the aids, except in the case of intent or gross negligence.

### LIABILITY

7.1. The use of the facilities in a studio of THE R STUDIO for, among other things, but not limited to, following any lessons, training program and/or activities of any kind at THE R STUDIO is entirely at the participant's own expense and risk.

7.2. THE R STUDIO, its organization, employees and teachers are not liable for personal injury or damage to property of a participant.

7.3. The R Studio is also not liable for possible material and/or immaterial damage caused by other services or advice of THE R STUDIO, its organization, employees and teachers.

7.4. THE R STUDIO is not liable for any injury or other damage that a participant may incur during, or as a result of, a lesson. Advice is always without obligation and is followed at your own risk.

7.5. Each Participant is obliged to report his or her physical condition such as injuries, illnesses and/or other physical disorders both before, during and after any lesson and/or to provide information that the Participant should reasonably understand is necessary for the practice of exercises. The participant is responsible for reporting this information.

7.6. THE R STUDIO is not liable for damage to and/or loss of property due to any cause whatsoever, occurring during or in connection with a Lesson. A lesson is intensive and can possibly lead to injuries. A participant must assess for himself whether he/she is suitable for participation in a Lesson. If a Participant has health problems, or if a Participant has any other reason to doubt whether to participate,

a Participant should seek advice from a doctor and/or specialist.

7.7. THE R STUDIO reserves the right to exclude unsuitable Participants from participation in a Lesson, at its discretion.

7.8. Each participant, contract partner or counterparty declares that he/she is insured for damage suffered as a result of participation in a lesson, insofar as this damage is not the result of gross negligence or intent on the part of THE R STUDIO.

7.9. The participant hereby unconditionally and irrevocably waives its right to compensation for any direct or indirect damage (whether from agreement or unlawful act) that has arisen, arises or will arise in connection with participation in a workout.

7.10. A Participant is liable for damage caused to property of THE R STUDIO, if this damage is the result of negligence and/or fault on the part of the participant.

7.11. The exclusions and limitations of liability as stated in these general terms and conditions are equally stipulated for and for the benefit of subordinates of THE R STUDIO and anyone else whose assistance THE R STUDIO uses in the execution of the participant agreement or a lesson.

## **PERSONAL DATA AND PRIVACY STATEMENT**

8.1. Each participant is aware that he/she provides certain personal data to THE R STUDIO, such as name, age, address and e-mail address. The personal data of the participants is strictly confidential and will only be used for administrative purposes of THE R STUDIO and to improve the training results of a participant.

8.2. If the participant agrees to these general terms and conditions, the participant consents to the processing of his/her personal data in connection with the use of THE R STUDIO for commercial purposes. Any processing of personal data by THE R STUDIO is carried out in accordance with the General Data Protection Regulation and the associated implementing legislation. THE R STUDIO will destroy all data relating to the participant's personal data at the participant's written request.

8.3. The Participant is referred to the privacy statement of THE R STUDIO for the other provisions regarding the processing of personal data.

8.4. Photos and video recordings made during a lesson can always be used by THE R STUDIO for commercial purposes, such as posting on social media or the Website.

8.5. For safety reasons, THE R STUDIO may use video and audio equipment to observe the studio.

## **COMPLAINTS**

9.1. A participant must report a complaint regarding any performance of THE R STUDIO to THE R STUDIO as soon as possible after the complaint has arisen. In the event of any damage or defect in the execution of a lesson, a report must be made no later than fourteen days after the participant has noticed the damage or defect. The complaint will be submitted by e-mail to THE R STUDIO stating the relevant lesson and a description of the complaint.

9.2. The complaint must be complete, clearly described and provided with any evidence.

9.3. THE R STUDIO will respond to the complaint submitted by the participant as soon as possible, but

no later than four weeks from the date of receipt. If THE R STUDIO expects to need a longer period of time to process the complaint, it will inform the Participant immediately by e-mail after this has been discovered.

9.4. If the complaint cannot be resolved by mutual agreement, a dispute will arise in accordance with Article 9 of these General Terms and Conditions.

#### **DISPUTES AND APPLICABLE LAW**

10.1. This agreement and all legal relationships arising from it are governed by Dutch law.

10.2. Disputes arising from this agreement that cannot be resolved by mutual agreement will be submitted to the competent court in Amsterdam.