



## Sky Group's Terms and Conditions

All classes, courses, workshops, bodywork, physiotherapy and rehabilitation sessions ("**Session/s**"), as well as related goods and services thereto (collectively "**Services**"), are provided to you the client ("**you**", "**your**") by us, **Sky Pilates Pte Ltd**, **Sky Physiotherapy Pte Ltd** and **Sky Movement Education Pte Ltd** (collectively "**Sky**", "**we**", "**us**", "**our**") subject to our Terms and Conditions ("**Terms**") set out below. Please read our Terms carefully before purchasing any Services or participating in any Sessions. By participating in any Sessions or utilising any of our Services, you are deemed to have read, understood and accepted these Terms and agree to be bound by them. These Terms together with our Privacy Notice, our Terms of Use notice and our Disclaimer & Waiver shall form a contract between you and Sky.

## Payment Policy

- Payment shall be in Singapore Dollars and may be made in Cash, NETS, Cheque (issued to Sky Pilates Pte Ltd or Sky Physiotherapy Pte Ltd as the appropriate), Bank transfer, PayNow and credit card, and such other formats or platforms as may be available from time to time. Some payment formats or platforms may be changed or removed as Sky shall deem fit.
- All fees must be paid in full in advance when booking Sessions. Your booking will only be confirmed upon the receipt of full payment, or if you have a valid prepaid package with us ("**confirmed booking**"). In the event payment is not received by us 24 hours before your booking, we shall not honour the booking without any notice to you.
- Prepaid packages may be shared between immediate family members only. Immediate family shall mean your spouse, child/children, parent/s.
- Prepaid packages have a strict validity period commencing from the date of purchase. Any unused Sessions at the date of expiry will be forfeited. 10-class packages are valid for 4 months, whilst 20-class packages are valid for 8 months from the date of purchase, or such other validity period as may be notified from time to time.
- Any special promotion packages or Sessions sold shall be subject to additional terms and conditions for that promotion. The validity of such packages or Sessions shall be strictly enforced.
- We do not offer free trial Sessions. You may prepay for a single Session as a trial session, and subsequently if you wish to purchase a package, the single Session fees may be off-set against the package price.
- Jumpstart Packages and Starters Five Packages are strictly for first time clients of Sky Pilates Pte Ltd and Sky Movement Education Pte Ltd and you may only purchase either one or the other. This is a one-time offer. If you choose not to purchase either package after your first Session, then you will no longer be entitled to purchase them later.
- Sky Physiotherapy Pte Ltd will only sell packages at the discretion of the individual therapist depending on the perceived need.

- In the event you have any fees outstanding, we reserve the right to deny you our Services until such time all payments are received. If you have made any prior bookings which are unpaid, we will not honour those bookings and will release the slot to another person. We may also charge you interest of 20% per annum and a \$50.00 administrative charge for late payment.
- We reserve the right to review and change prices periodically. The current prices are available at our studio or upon request. All fees payable are exclusive of Goods and Services Tax and other applicable taxes unless otherwise stated.

### **Booking Policy**

- All Sessions are by prior appointment only and subject to the availability of space and teacher/therapist. You may contact us by phone, Whatsapp/SMS, email or come in person to make enquiries and book your Session.
- You must sign and complete our Registration form and sign the Waiver before you may commence any Session. For your first Session, please aim to arrive at least 15 mins before your booking time to complete payment and registration.
- You are encouraged to pre-book your preferred times for group classes as there are limited places available and they may fill up quickly. If you wish to drop in on a group class other than your regular pre-booked slot, you are advised to call ahead and check on availability or check out our App online.
- A standing repeating booking may be made provided you have a valid package against which these Sessions may be off-set, or pre-paid in advance for those Sessions.

### **Health & Safety Policy and Acknowledgement of Risk**

- By participating in any Session, you are representing you are in good physical condition and are capable of safely engaging in physical activity without modification.
- You are advised to seek clearance from your medical doctor or health care provider before participating in any Sessions. Participation in any Session may involve physical activity which carries with it inherent risks and is undertaken entirely at your own risk. We are not medically trained to assess if your health and well-being will be adversely affected by your participation or if you are safe and fit to participate.
- You should inform us before any Session if you have any health, medical or physical/mental issues which may affect your ability to safely participate in any Session. It is your sole responsibility to notify us before attending any Session of any circumstances affecting your health which may be exacerbated through continued participation in Sessions and/or which may have arisen or worsened since your last session (if any). If there is any doubt, please seek the written clearance of a doctor or healthcare professional (at your own expense) prior to participation in Sessions.
- If you are pregnant, you may continue to participate in private Sessions or Pre-natal group classes upon production of a letter of clearance from your doctor or healthcare professional. You should not participate in other group classes.
- Group classes (unless otherwise specified) are meant for generally healthy persons.
- You shall follow the express instructions of a teacher at all times and under their supervision.
- Persons wishing to join duet or trio Sessions shall first attend at least three private sessions and be assessed as fit and ready for such Sessions.

- We reserve the right to refuse you access if, in our absolute discretion, we consider that your health may be endangered or your ability to participate safely in any Session is impaired in any way.
- If you are unwell (cold, influenza, cough etc), have a fever or a contagious illness, you should refrain from exercising or coming for Sessions until you are fully recovered. If you have completed your MC/recovered but have residual symptoms, you may be asked to wear a mask as a courtesy to others sharing the space.
- If you are intoxicated or taking any medication which may cause drowsiness or otherwise impair your judgement or ability to safely participate in any Session, you shall not participate in any Sessions.
- Smoking or vaping or using/taking of illegal substances whilst at Sky is strictly prohibited.
- Except as expressly permitted by a teacher/therapist, you should not enter the studio/therapy room and use any of the equipment or mats unsupervised.
- For hygiene purposes, please spray down and wipe the equipment, mat and props thoroughly after each use. The disinfectant spray can be found around the studio next to equipment.
- Please do not walk around barefoot if you have verruca or similar foot complaints.
- In the event of a pandemic, we reserve the right to impose additional terms in order to comply with any safe management measures imposed by the government or the authorities for the continuation of our business.

### **Minors**

- Anyone under the age of 18 years shall be accompanied by a parent or legal guardian or caregiver.
- The parent or legal guardian shall be the main liaison person for making bookings, and shall sign, accept and be bound by these Terms, the Waiver in the Registration form and all other terms and conditions which may apply from time to time on behalf of the minor.

### **Touch**

- I am aware that teachers may during my participation make physical touch/contact to my person to adjust, correct and guide my movement or for my safety so as to provide an optimal experience.
- In the event I do not wish to be touched, I shall inform the teacher.
- I consent to be touched in the event of an emergency and if my safety is at risk.
- I consent to be touched when I am receiving therapeutic or rehabilitative Services.

### **Session Policy**

- Sessions are 55 minutes long, unless otherwise specified.
- If you are late for your Session, you are only entitled to the remaining portion of the time slot you booked.
- If you book a private Session, your first session may include a fitness assessment.
- Taking classes with a variety of teachers is encouraged as each teacher brings something unique to their Sessions.
- If you are new to Pilates, Gyrotonic(R) Expansion System or physical exercise in general, you are encouraged to start with private sessions first. You may consider purchasing the

Jumpstart or Starters Five packages as you get a fitness assessment in your initial session.

### **Group Class Policy**

- Bookings are on a first come, first served basis.
- We require a minimum of two paid up clients for any group class to proceed. You may be notified up to two hours before a session if a group class needs to be cancelled due to insufficient number of participants.
- We reserve the right to substitute teachers at the last minute without giving you prior notice.
- If you are new to Pilates/group fitness exercise, you shall begin with the Foundation classes first. We have the discretion to require you to remain in the Foundation classes for longer than four sessions if we believe it is in the best interest of your safety and well-being.
- Group classes are organised according to different difficulty and fitness levels. Individuals need time and regular attendance to gain proficiency and mastery before moving to the next level of difficulty, which will be granted at our sole discretion. Your safety is our paramount concern. You may not book for any group class of a difficulty level higher than what you have been approved for. We wish every client to have a positive movement experience.
- If you are more than 15 min late for your group class, you will not be allowed to join the class for your own safety and for the sake of the other participants. It will be classified as a “no show” and you will be charged in full for the class.
- As there is only one teacher overseeing a group, for your safety, you shall ensure that you comply with the teacher’s instructions on the safe handling of the equipment and props, and shall not otherwise use the equipment/props without supervision.

### **Private Group Class Policy**

- This class shall only be open to participants notified to us as belonging to the private group and will not be open to other persons.
- A minimum of four persons or the equivalent of us receiving payment for four persons is required for any such class to proceed.
- We require 48 hours’ advance notice of cancellation of any class, otherwise, participants remain liable for late cancellation.
- The other provisions in the Group Class Policy shall apply.

### **Cancellation Policy**

- If you have a confirmed booking, you must contact us if you wish to cancel or reschedule your booking. If you have a confirmed booking and you do not show up, that will be regarded as a late cancellation and you will be charged in full for the booking.
- You may change or cancel your confirmed booking, without charge, up to 24 hours before the start of your booking.
- If you have a regular weekly standing booking, you must inform us if you wish to cancel any of the standing bookings, otherwise, you will be charged in full for the booking regardless of whether you turn up or not.

- If you book a Session within 24 hours of its scheduled start time, there is no entitlement to change or cancel.
- If we receive your cancellation with less than 24 hours' notice or if you fail to turn up for whatever reason, it is considered a late cancellation and you will be charged in full for that booking.
- As a gesture of goodwill, your first two late cancellations per calendar year with Sky Pilates Pte Ltd and Sky Movement Education Pte Ltd will be granted a waiver. Thereafter, you will be charged in full for any late cancellations. If you are unwell, we may grant you a waiver upon the production of a doctor's medical certificate which covers the booking cancelled. There is no such consideration for sessions booked with Sky Physiotherapy Pte Ltd and you will be charged for any late cancellations or no show.
- If you are unable to make a Session at the last minute, you may not send another person to take your place.

### **If we cancel your booking**

- In the event that we late-cancel your booking, we will make reasonable efforts to contact you by telephone or SMS/Whatsapp to let you know.
- We will offer you the choice between: i. having your account re-credited with the Session cancelled; or ii. being transferred to another equivalent Session at an alternative date and time.
- If a teacher/therapist does not show up for any confirmed booking without any prior notice, we will give you a complimentary session for the same type of Session booked.
- If the teacher/therapist has to cancel a session with less than 24 hours' notice (usually due to an illness or personal emergency), Sky will aim to find a suitable alternative teacher/therapist, failing which, you will be granted one additional waiver for late cancellation usable by the end of the current calendar year.

### **Refund Policy**

- All fees paid or packages purchased are non-refundable.
- Any unused portion of your pre-paid package remaining at the date of expiry shall be forfeited by us and shall not be refunded.
- Pre-paid packages may at our sole discretion on a case by case basis be extended for a limited period if there is a valid medical reason upon production of proof, and may be subject to additional terms and conditions as we deem fit.
- Pre-paid packages may at Sky's discretion be transferred to a third party with advance notice to us but the validity period of the package/s remain unchanged.

### **Dress Code**

- We provide changing rooms for you to get changed. We do not have shower facilities.
- Please wear comfortable exercise clothing that allows you to move freely but is sufficiently form-fitting to allow your teacher to see your body alignment. Some postures may involve you being inverted or lying with your legs in the air, and you would want to wear clothing which protects your modesty, and also avoid offending the modesty of others.
- As a courtesy to others, do refrain from wearing perfume or strongly scented body oils which may stain the equipment.

- We have a “sock policy” for hygiene purposes. Clean socks are to be worn when working out in the studio.
- During therapy or body work sessions, you may wish to dress appropriately so that part of your clothing may be removed for better access by the therapist.

### **Etiquette**

- Please restrict your mobile usage to the reception area. As a courtesy to others, please switch off your mobile devices before entering the studios or therapy rooms.
- Please keep your voice down when you are in the studio or therapy rooms or when you are in the reception area to help us create a conducive environment for all present.
- For their safety and to avoid disturbing other clients, babies and young children must be supervised by a responsible adult at all times and should remain in the waiting area. They shall not be allowed into the studio / therapy rooms. Our staff are not responsible for baby-sitting your children as they have to tend to clients and other studio business.
- Pets are not allowed at any time.
- Food and drink should only be consumed in the waiting area. Please dispose of used containers in the bins provided.

### **Personal belongings**

- We provide open shelving for storage of your belongings during your sessions. These are not lockable.
- Personal belongings are brought into Sky at your own risk and we do not accept any liability for any loss or damage to your personal belongings.

### **Mutual Respect**

- We are committed to providing you with the best possible service and care. To do so, we seek mutual respect between you and our staff. Our staff deserve a safe working environment.
- Action will be taken against any verbal or physical abuse towards our staff or other clients, which may include but shall not be limited to ceasing the provision of any Services to you or granting you any access to Sky.

### **Limitation of liability**

- We cannot be held responsible for any particular Session, teacher and/or item of equipment not being available for whatever reason.
- We reserve the right to make alterations to the Sessions, teachers and/or equipment, as well as to those ancillary facilities provided to you, without notice and in our absolute discretion and we will not be liable for any loss occasioned by such alterations except insofar as such loss is by law incapable of exclusion.
- It is your responsibility to ensure that you are capable of participation in Sessions you book for. You accept the risk of injury from participation in Classes and you have been advised to consult your doctor prior to beginning any Classes.
- Advice provided by our teachers at no time constitutes medical advice in substitute for advice provided by a medical professional.
- We accept no liability for loss or damage to your property or for injury to you except insofar as such loss, damage or injury is by law incapable of exclusion.

### **Acceptance of Liability and Waiver of Liability (“Waiver”)**

- In consideration of Sky providing Sessions to you, you and your heirs, next-of-kin, personal representatives and assigns (collectively known as your **“Legal Representatives”**), hereby agree as follows:
  - a. to waive all claims that you have or may have in future against Sky, its affiliates, its teachers, therapists, employees, contractors and agents;
  - b. to the extent permitted by law, to release and forever discharge Sky, its affiliates, teachers, therapists, employees, contractors and agents from all liability for all personal injury, death, property damage and other loss resulting from your participation in Sessions due to any cause, including but not limited to negligence, breach of any duty imposed by law, breach of contract or mistake or error of judgement of Sky, its affiliates, teachers, therapists, employees, contractors and agents;
  - c. to be liable for and to hold harmless and indemnify Sky, its affiliates, teachers, therapists, employees, contractors and agents from all actions, proceedings, claims, damages, costs demands including court costs, and legal costs and liability of whatsoever nature or kind arising out of or in any way connect with your participation in Sessions or any injury/damage sustained any person accompanying you during your Sessions;
  - d. that Sky, its affiliates, teachers, therapists, employees, contractors and agents shall not be liable for any loss or damage to your belongings which shall be left at its premises at your own risk.

### **Personal Data**

- The collection, use and disclosure of your personal data is set out in our Privacy Notice. You are advised to read our Privacy Notice carefully. A copy of the Privacy Notice can be seen here: [insert link to Privacy Notice here](#). By using our Services and attending our Classes/Sessions, you are deemed to have read, understood and agree to be bound by our Privacy Notice, as may be amended from time to time.

### **Terms of Use**

- The Terms of Use of our website and app/s are set out in our Terms of Use notice. You may see this at [insert link to Terms of Use here](#). By using our website/s, Sky apps, our Services or attending our Classes/Sessions, you are hereby deemed to have read, understood and agreed to be bound by the same.

### **Force Majeure**

- We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms if the delay was due to any cause beyond our reasonable control, including, but not limited to, acts of god, terrorism, explosion, flood, storm, fire, 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 employees 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.

#### **Waiver**

- No delay or failure by Sky to exercise any of our powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing.

#### **Severability**

- If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from here to, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

#### **Entire Agreement**

- These Terms together with our Privacy Notice ([insert link or QR code here](#)), Terms of Use notice ([insert link or QR code here](#)), Waiver and any policies or guidelines which we have in force from time to time constitute the entire agreement between us and you and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between us and you. By using our Services or attending our Sessions, you are deemed to have read, understood and agreed to be bound by the same, as may be varied from time to time.

#### **Governing law and jurisdiction**

- These Terms shall be governed by and construed in accordance with the law of Singapore and the parties hereby agree to submit the exclusive jurisdiction of the Singapore courts.

#### **General**

- You are required to give us written notice of any change of phone number or email address. Failing such notice, all communications will be assumed to have been received by you \within five days of calling/messaging/emailing to the last contact details notified to us.
- We reserve the right to refuse you admission to our premises for any reason whatsoever.
- You must at all times observe the Terms which may be notified to you from time to time and are requested to comply with any reasonable directions which Sky's management may issue to ensure the smooth operation of the business for the convenience of all clients.
- Any marketing, educational or other materials of any nature whatsoever produced by Sky in connection with the Studio and which are made available to clients will at all times remain the property of Sky and will be subject to our copyright.
- "You" / "Your" shall include your heirs, personal representatives and assigns.
- "Sky", "we", "us", "our" shall include its affiliates, directors, teachers, therapists, employees, contractors, agents.



**How to contact us:**

Phone: +65 6100 7597  
Whatsapp/SMS: +65 9833 6670  
Email: [info@skypilates.com](mailto:info@skypilates.com)  
Address: 583 Orchard Road, #09-01 Forum Office Tower, Singapore 538884

We will respond to your calls and messages only during our front desk operating hours:

- Monday to Friday: 9.00 am to 6.00 pm
- Saturday: 9.00 am to 1.00 pm
- Sunday / Public Holidays / Eve of Chinese New Year: Closed

Any calls/messages received after our front desk operating hours will be responded to within the next two working days. Any messages or communications via our social media platforms will also be responded to within two working days.

Thank you for your understanding and cooperation and we hope you have a pleasant time with us at Sky.