

# GENERAL TERMS AND CONDITIONS FOR CLASSES AND WORKSHOPS BY BLUEBIRD PILATES MUNICH

## 1. GENERAL TERMS

All offers by Bluebird Pilates Munich are subject to these terms. With the use of an offer or a service, the customer accepts the terms and conditions without reservation.

Bluebird Pilates Munich offers personal Pilates classes, workshops or other meetings pertaining to physical health.

All services provided by Bluebird Pilates Munich are, unless otherwise agreed, in principle open to all interested parties. However, a legal right in laying claim to services does not exist. If particular personal conditions need to be met to use a specific service, the customer is liable to ensure their provision. Bluebird Pilates Munich reserves the right to refuse interested parties, before the provision of a service, without giving a reason.

## 2. CONDITIONS OF PARTICIPATION IN THE CLASSES, CLASSSS AND OTHER EVENTS

Unless agreed otherwise, the classes and workshops will be carried out by Jean Claude Nelson and his staff.

### 1) Conditions

Each customer declares with his/her application, that she/he is physically healthy and mentally stable and fulfills the relevant physical and mental requirements. The exercises conveyed in the private classes, classss and workshops are carefully selected, matched and tested several times to fit the needs of the customer. The exercises are carried out at the discretion of the class, seminar or workshop participants, as they carry personal responsibility in terms of execution and intensity thereof. The services offered are not to be understood not as a therapeutic or healing program. They do not replace medical care or the intake of prescription drugs. If in doubt, a medical practitioner should be consulted.

### 2) Contract duration, class duration, offer

The contract period runs for a specific of time and will automatically terminate upon expiry of the booked class or the booked class.

Single class: Participation in a single, individually tailored personal class.

Seminars / Workshops: Specific group classes which have a particular topic in common, and are of varying length.

### 3) Registration

The mandatory registration for services provided by Bluebird Pilates Munich such as Workshops or classes shall be in writing or by email. After providing a written application, the customer receives a confirmation e-mail. The confirmation email guarantees the customer a fixed place, and the participation fee comes due.

Registrations will be processed in order of receipt. With the confirmation email by Bluebird Pilates Munich the contractual relationship comes into legal effect. If a registration cannot be considered, a notification shall be communicated to the interested person immediately.

Registrations will only be accepted if the person is of full age. Minors must be represented by their parents.

### 4) Terms of payment

The participation fee for classes and workshops is due with the application and has to be paid by PayPal or by transferal to the bank account of Bluebird Pilates Munich within 14 days after registration. Single classes are payable in cash on the date of the class.

Late payment occurs when the claim is not paid within a specified time limit. Any processing fees and overdue fines issued have to be paid in full by the customer. In the event of late payment, Bluebird Pilates Munich is entitled to withdraw from the contract and to pass the reserved place on to another person.

### 5) Participation obligation, exclusion

Participants are invited to participate regularly and constructively during the classes and the workshops. Absences are invariably the responsibility of the participants and do not entitle to a refund of participation fees.

While staying at the premises in which the classes/workshops are held, the displayed house rules apply. Bluebird Pilates Munich reserves the right to expel customers from classes or workshops under exceptional circumstances, such as sustained disruptive behavior. Participation fees will not be refunded in these instances. Resulting damages, if applicable, need to be compensated by the customer in question.

A credit voucher for unused classes shall not be issued.

### 6) Cancellation of registration, cancellation procedures

Cancellations are only accepted in written form (email, mail, no SMS) and shall be confirmed in writing.

All private or semi private sessions must be cancelled with a minimum of 24 hours in advance otherwise the session will be fully charged.

In case of a cancellation for a workshop 4 weeks prior to the event date, no cancellation fee will be charged. In case of cancellation in the period of 28 to 7 days prior to the event, a handling charge of 50% of the participation fee is due. For later

cancellations (from 7 days before the event), the entire fee will be charged. This applies even if the participant does not attend without timely cancellation.

Should it be necessary to have to claim payment of the class fee by admonition, additional reminder charges and processing costs will be charged (€ 7 per booking). Cancellation fees will also be claimed by delinquency procedures.

A replacement participant may be submitted at any time, which replaces the cancellation fee.

#### 7) Transferability of class units

If the purchased Pilate classes or workshops cannot be further attended due to serious professional or health reasons (written confirmation required), a nonrecurring option is given to transfer the remaining class units (minimum of 5) to another person. This option does not exist for less than four or single class units.

#### 8) Organization of events, cancellation, termination, changes

In order to maintain high quality standards for Pilates classes and workshops, the number of participants is limited.

The implementation of a class / workshop is linked to the registration of a minimum number of participants at a specific date. In the event of a lower number of registrations, the class / workshop may be modified, delayed or canceled. Already paid participation fees will be refunded in full, or, at the request of the customer, transferred to another class / workshop taking place. Further claims for damages are excluded.

If a class or workshop has to be postponed or cancelled due to force majeure, illness, accident or other circumstances, already paid fees will be returned in full. In case of an interruption of the class/workshop, a prorated amount will be reimbursed. Any further claim for damages is unfounded. Further claims, especially the cost of already booked rooms, travel expenses, loss of earnings, etc. cannot be invoked.

Bluebird Pilates Munich points out that content and sequences of classes and workshops can be changed, while essentially maintaining the overall character of the class. This does not entitle the customer to cancel the contract. A claim for damages is excluded.

#### 9) Liability of Bluebird Pilates Munich

The liability of Bluebird Pilates Munich for personal injury, financial and property damage is limited to intent and gross negligence. Bluebird Pilates Munich is not liable for the consequences of inappropriately performed exercises.

A liability in case of loss of brought along clothing, valuables or money on classes, workshops and seminars will also be excluded.

The use of services by Bluebird Pilates Munich comes at your own risk. Bluebird Pilates Munich, in this regard, is exempted from any and all liability and is not liable for accidents or resulting physical, emotional or psychological harm of customers.

Each customer enters a binding agreement with his/her registration that he/she has a personal liability and accident insurance. Bluebird Pilates Munich disclaims any liability to customers and third parties.

Bluebird Pilates Munich, represented by Jean-Claude Nelson and members of staff, performs the individual services professionally and conscientiously in accordance with the principles of proper execution, and is striving to ensure the accuracy and completeness of the content and the provided information provided. A guarantee for the topicality, correctness, completeness or quality of the information provided cannot be given. Liability claims against Bluebird Pilates Munich, of material or immaterial nature caused by the use or nonuse of information are generally excluded, provided Bluebird Pilates Munich did not evidence willful or gross negligence.

All customers are fully responsible for themselves and their actions and damages caused within and outside the services of Bluebird Pilates Munich. Parents are liable for their children.

#### 10) Health status of participants

Participants affirm not to suffer from an infectious disease, and that performing the Pilates exercises are not contraindicated for medical reasons.

Participants with chronic diseases, musculoskeletal disorders and other physical or psychological ailments that could affect his/her Pilates exercises need to Jean-Claude Nelson or his members of staff prior to the begin of the class or workshop. A provision of information prior to the class/workshop is also required in case of an assumed or confirmed pregnancy of the participant.

### 3. CONFIDENTIALITY, PRIVACY

Personal and company-related data are collected, stored and processed, taking into account the stringent data protection rights of the Federal Republic of Germany. Any data provided will not be shared with third parties. Confidential information about customers that emerges during the participation in workshops and Pilates classes is kept strictly confidential.

### 4. FINAL PROVISIONS

Subsidiary agreements are not in existence. Changes or amendments to these terms and conditions shall be in written form in order to be valid as far as they are not based on an individual contractual agreement. The same applies to the cancellation or change of this clause. Bluebird Pilates Munich reserves its right to correct errors, errata and spelling mistakes.

If any provision of the General Terms and Conditions of Participation be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected (severability clause). Instead of the completely or partially ineffective regulation, a

different appropriate provision which economically comes within the spirit and intent of the original provision, to the extent of legal permissibility, shall be applied.

German law applies. Jurisdiction is Munich, Federal Republic of Germany