

Terms & Conditions

The Pilates Revolution (we, us and our), has developed and makes available physical training and related programs to clients (our Services) as described on thepilatesrevolution.com (the Website).

These Terms and Conditions of Service (Terms), as may be amended by The Pilates Revolution from time to time, apply to supply of the Services and to each client's use of those Services wherever You, our client, lives.

1. By using the Website and any services accessible from the Website, you are agreeing to be bound by these Terms. If you do not agree to these Terms, do not visit or use the Website or use the Services. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding the transmission of technical and personal data exported from the United States or the country in which you reside.
2. The Pilates Revolution reserves the right to change hours of operation, services offered and all fees and charges, at any time, at its sole discretion and without prior notice to you. Any such changes will be notified to you through the website or emailing your last known address.
3. It is your responsibility to ensure that you correctly operate any studio facilities or equipment. If you are in doubt as to how to correctly operate or use any studio facilities or equipment, you must consult a The Pilates Revolution staff member for assistance.
4. No one has made any representations (whether verbal or written) to induce you to enter this Agreement and that no verbal agreements or understandings have been made with The Pilates Revolution. All terms in relation to the provision of services are set out in this Agreement.
5. You must inform The Pilates Revolution of any change in your contact details, bank accounts or credit card details for payment, or any other information relevant to your use of the services.

MINIMUM AGE

6. THE WEBSITES AND THE SERVICES ARE NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18 OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITES BY US. By using the Websites or the Services, you represent that you are at least 18 years of age and have not been previously suspended or removed from the Website by us. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13.

OWNERSHIP OF CONTENT

7. The Websites are owned and operated by us. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Websites (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Websites are the property of The Pilates Revolution or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, logos and service marks displayed on the Websites, whether registered or unregistered, are owned exclusively by The Pilates Revolution or its affiliates and/or other third parties. Nothing contained in these Terms of Use, nor your use of the Materials, shall be construed as granting you any license or right in or to any trademark, logo, or service mark. The Pilates Revolution reserves all rights not expressly granted in this Terms of Use.

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PRIVACY

9. You confirm that you have read and accept our Privacy Policy.

CANCELLATION OF YOUR DIRECT DEBIT

10. Your direct debit agreement may be canceled by The Pilates Revolution if your behavior in The Pilates Revolution is deemed unacceptable, or for any other reason that the management of The Pilates Revolution decides is applicable. The Pilates Revolution reserves the right to refuse future services to you in these circumstances.

11. You may cancel your direct debit agreement at any time by giving written notice by email to The Pilates Revolution. No part of the current billing period will be refunded. Address your email to sarah@thepilatesrevolution.com. Your cancellation notice must include the following information:

Your full name as it appears on the direct debit agreement

The date you wish your cancellation to take effect

SICKNESS OR INCAPACITY

12. If you become unable to attend a private session due to illness or incapacity, you must notify Sarah immediately via email or phone/text message. Sessions cancelled more than 12 hours will be rescheduled within your current billing cycle. Sessions do not carry over to the next billing cycle. If you and/or the instructor cannot find a time to reschedule the cancelled session within the current billing cycle, it will not be made up or refunded to you. Sessions cancelled less than 12 hours before start time will not be made up.

i. 1-1 Training - This does not affect your monthly payment and a makeup workout time will be scheduled at the instructor's (Sarah's) availability and discretion.

ii. Group Training - This does not affect your monthly payment. Sessions are not able to be canceled or rescheduled. If you are unable to attend a live group session you will not receive a refund or credit.

BOOKINGS AND APPOINTMENTS

13. Private sessions can be booked here: [LINK NEEDED](#)

PHYSICAL CONDITION

14. You are required to complete a pre-exercise screening form [hyperlink needed](#). You must notify The Pilates Revolution of any change in your health and fitness (including pregnancy) so that your training regime can be appropriately modified.

15. Any advice and/or recommendation by a The Pilates Revolution Instructor / Employee is not intended to constitute medical diagnosis or treatment, nor should it be relied on as a suggested course of medical treatment for a particular condition. If you are in doubt, you should obtain medical advice prior to commencing any exercise program. The Pilates Revolution is not

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involved in the practice of medicine.

ASSUMPTION OF RISK

16. You are aware that the use of the premises and its facilities and your participation in training sessions conducted by The Pilates Revolution may involve strenuous activity and special risks.

17. You represent and warrant that you are physically able to participate in any sessions or fitness programs, or use any studio facilities in which you have chosen to participate and have not been advised otherwise by your medical practitioner. You further represent and warrant that you have no pre-existing medical condition that would otherwise prevent you from using the studio facilities and/or participating in any sessions or fitness programs.

You understand that you will be engaging in activities that may involve risk of personal injury or illness and which may also involve the risk of economic/property loss and damage. You also understand that there may be risks involved that are not known to you or to The Pilates Revolution or may not be foreseen or reasonably foreseeable at this time or at the time of using the studio facilities or participating in the sessions/fitness program. You assume the foregoing risks including risk of any negligence by The Pilates Revolution and its respective owners, directors, officers, employees or agents, and accept personal responsibility for any injury (including but not limited to personal injury and disability), illness, damage, loss, claim, liability or expense of any kind or nature, that you may suffer arising out of or in connection with the use of studio facilities or participation in classes/fitness programs by you, or any minor/person under your supervision, care or control.

THE SERVICES, WEBSITES AND MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS. The Pilates Revolution DISCLAIMS ANY AND ALL WARRANTIES EXPRESSED, STATUTORY OR IMPLIED WITH RESPECT TO THE SERVICES, WEBSITES OR THE MATERIALS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

18. You hereby release and forever discharge The Pilates Revolution from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses howsoever arising that you may have incurred arising from or in connection with your use of The Pilates Revolution Website, Services, facilities and equipment, or from being on studio premises to the fullest extent permitted by law and whether caused or contributed to (directly or indirectly) by any act of negligence, breach of duty or default/omission on the part of The Pilates Revolution and its respective owners, directors, officers, employees or agents. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, The Pilates Revolution HEREBY DISCLAIMS, AND IN NO EVENT SHALL The Pilates Revolution OR ANY PARTY INVOLVED IN PROVIDING THE WEBSITES OR SERVICES, BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM LOSS RELATED TO THE USE OF THE SERVICES, WEBSITES OR ANY MATERIALS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTUOUS ACTION, EVEN IF The Pilates Revolution HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, The Pilates Revolution SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR PROPERTY OR INJURY TO YOUR PERSON THAT RESULTS FROM THE USE OF THE SERVICES, WEBSITE OR MATERIALS. IN NO EVENT WILL The Pilates Revolution's TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES AND CAUSES OF ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES EXCEED ONE HUNDRED DOLLARS

19. You agree that The Pilates Revolution will not be liable for any loss, damage or theft of any of your (or your guest's or children's) property except where caused by the gross negligence of The Pilates Revolution. Further, The Pilates Revolution will not be liable for any death, personal injury or illness occurring on studio premises or as a result of use of facilities or equipment, except to the extent that it arises from the gross negligence of The Pilates Revolution and its respective owners, directors, officers, employees or agents.

20. You agree to indemnify, save, and hold The Pilates Revolution, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Websites, Services or Materials, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. The Pilates Revolution reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify The Pilates Revolution, and you agree to cooperate with The Pilates Revolution's defense of these claims. The Pilates Revolution will use

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reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

PAYMENT TERMS

21. A recurring 28 day Direct Debit may be paid by a nominated bank account or credit card. Payments made by credit card will attract a credit card processing fee.

22. Should you fail to inform the The Pilates Revolution of changes to your payment details or your payment details are declined when The Pilates Revolution processes a payment, you assume responsibility for fees incurred by the The Pilates Revolution seeking payment to which they are contractually entitled. You also assume all debt recovery costs incurred by The Pilates Revolution in the event of non payment for services.

23. Should any payments, fees or other debts remain due but unpaid from any source, The Pilates Revolution may suspend your use of the studio services until all fees and other debts are paid in full. If payment is not received your use of the studio services and facilities may be canceled.

The Pilates Revolution engages the services of a Debt Collection agency to manage client accounts with an outstanding debt and reserves the right to invoke a reasonable Administration Fee on overdue accounts.

24. The Pilates Revolution may amend the fees at any time but endeavor to provide reasonable notice to you in the event of changes.

25. SPECIFIC ACKNOWLEDGMENTS (All clients undertaking monthly direct debit payments must acknowledge and agree to the following.)

i. Your nominated bank account or credit card is debited in advance for each 4-week engagement. Your bank reference will show as The Pilates Revolution.

ii. Whenever a payment is declined or returned unpaid, the outstanding amount, together with an Administration Fee will be charged to you.

iii. Payments will continue to be debited until the direct debit is canceled by you in writing. You will be notified of the date the debits will cease when the cancellation request is received and approved by The Pilates Revolution.

iv. By signing a direct debit agreement you also agree to Stripe Service Agreement terms and conditions.

REMOTE TRAINING SESSIONS (live and pre-recorded online sessions)

26. The terms of this agreement that pertain to class participation apply equally to remote sessions attended by students in their own space. However, students attending virtually should exercise diligence in considering a suitable space free from obstructions, sharp objects, and trip hazards.

27. Sessions will be recorded for legal purposes and may be used for public marketing.

MISCELLANEOUS

28. These Terms constitute the entire agreement between you and The Pilates Revolution and govern your use of the Services, Websites and Materials, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms) and any prior representations by us. These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any assignment attempted to be made in violation of these Terms shall be void. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Websites shall be filed only in the state or federal courts in and for Williamson County, Texas and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action. The failure of The Pilates Revolution to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. YOU AGREE THAT

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REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BROUGHT AGAINST STUDIO DA CAPO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-BRANDERS OR OTHER PARTNERS AND EMPLOYEES, ARISING OUT OF OR RELATED TO USE OF THE SERVICES, WEBSITES OR MATERIALS OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. The Pilates Revolution may provide you with notices, including those regarding changes to these Terms, by email, regular mail or postings on the Websites. Notice will be deemed given twenty-four hours after email is sent, unless The Pilates Revolution is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Websites. In such a case, notice will be deemed given three days after the date of mailing. The section titles in the Terms are for convenience only and have no legal or contractual effect.

Last Updated: July 1, 2026