



engaging mind & body

Pilates Dynamics Studio

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Office: 011 792 5459 or 072 999 2229

Email: info@pilatesdynamics.co.za

Website: www.pilatesdynamics.co.za

REGISTRATION FORM

NAME:	
SURNAME:	
DATE OF BIRTH:	
ID NUMBER:	
AGE:	
GENDER:	
CONTACT NUMBER:	
EMAIL ADDRESS:	
RESIDENTIAL ADDRESS:	POSTAL ADDRESS:
OCCUPATION:	
WORK CONTACT:	
COURSE REGISTERING FOR:	
QUALIFICATIONS:	

QUESTIONS:

Where did you hear about our course?
What fitness regimes do you practice?
Do you have any anatomical background?
Why do you want to do the chosen course?

INTRODUCTION

For the purposes of these Terms and Conditions, "The Academy" shall collectively refer to Pilates Dynamics Studio (Pty) Ltd (Registration No. 2021/771203/07) and Pilates Dynamics Academy (Pty) Ltd (Registration No. 2025/296430/07). All rights, responsibilities, obligations, and references to the studio or institution within this agreement shall be deemed to apply to The Academy as a whole, unless otherwise specifically stated. The Academy is committed to upholding the highest standards of professional Pilates education and training, and these Terms and Conditions form the foundation for all students enrolling in any course, module, or training programme offered by The Academy.

TERMS AND CONDITIONS

1. By signing, which signature may be inclusive and subject to the definition and provisions set out in section 13 of the Electronic Communications and Transactions Act 25 of 2002, the student acknowledges that he/she has read and understands all of the requirements and guidelines and agrees to all of the terms of this contract. The student also accepts and confirms formal application of this course and that the full once-off course, or a 25% deposit shall be payable immediately with the submission of this application form. Please note the following: -
 - a) No refunds are given if a student misses any module/s, fails to complete the practical hours, fails the exams, or fails to complete the course for any reason whatsoever.
 - b) No refunds are given should a student fail to attend or complete the course following acceptance, confirmation and payment of the deposit or once-off cost payment, or any other amount paid towards the course.
 - c) The student agrees to pay all Course fees immediately upon notification of cancellation of the Course irrespective of the reason.
2. If a payment plan option is chosen, the first instalment will become due and payable on the 1st day of the month immediately succeeding the month after signature of this agreement, and all payments will be due monthly in advance on the 1st day of every subsequent month.
3. Late payments will be subject to interest being charged on your outstanding amount and the interest will be compounded monthly at a rate of 5%.
4. All course fees are inclusive of VAT.
5. We reserve the right to terminate any student from our teacher training program for misconduct and/or any other unprofessional behaviour, destructive commentary and criticism about the studio, its' employees, and its' operations. Misconduct is defined as, but not limited to, violent behaviour, alcohol or drug use, sexual misconduct, verbal or physical abuse, scandalous behaviour, and property damage or theft. There will be no monetary refund if a student is terminated from the program.
6. The student acknowledges that he/she is in excellent mental and physical health before entering this program and participates in the program at his/her own risk, and failure to duly and timeously inform The Academy of any mental or physical health problems will indemnify The Academy and its employees, agents or representatives of any harm or damages you may suffer.
7. The student agrees to attend all the dates allocated to this course in respect of tests/assignments/exams/workshops.
8. The student agrees to release the studio and all the instructors/educators from any and all liability.
9. The student agrees to write the tests, theory and practical exams on the dates as stipulated by the studio.
10. A summary of hours will be requested by The Academy on a weekly basis to monitor log sheets and any misrepresentation of facts will result in termination.
11. Students are only eligible to write exams on the completion of the following course requirements:

- a. Attendance of all modules
- b. Completion of all practical hours

12. Tests: The pass rate of the tests are 70% or higher for each section. Tests/assessments are written throughout the modules. These tests/assessments do not count toward the final mark and are only done to evaluate progress at various stages during the course. Students agree to write these tests on the dates as stipulated by the studio. Tests cannot be re-scheduled to alternative dates.
13. The student specifically acknowledges that he/she shall not cause or permit the teaching materials to be copied, duplicated, photographed, scanned, entered into any form of electronic memory bank of any kind or duplicated in any form or fashion, as The Academy retains intellectual property of the aforementioned materials and such distribution, without consent, is expressly prohibited.
14. The student acknowledges and agrees that all course content, including but not limited to manuals, presentations, and instructional materials, constitutes the proprietary intellectual property of The Academy. The student shall not, without the prior written consent of The Academy, use, reproduce, adapt, or exploit such materials for any commercial purpose, including the development, promotion, or delivery of any Pilates-related training, instruction, or certification programs, whether for personal gain or in collaboration with any third party. Breach of this clause shall entitle The Academy to seek injunctive relief and claim damages, including legal costs on the attorney and own client scale.
15. Completion of the course does not imply automatic award of a certificate. Students' skills will be evaluated on an individual basis and on successful completion of the exams, a training certificate will be granted at the sole discretion of the Director of The Academy.
16. In the event that a student misses lecture module/s, private tuition is available from the Teacher Trainer at an additional hourly fee of R600. Lecture modules catch-up sessions need to be completed prior to being allowed to proceed with the next/following lecture modules. Students will not qualify for exams unless all lecture modules have been attended, or the outstanding lecture modules have been caught up and all practical hours have been completed, verified and signed off by The Academy.
17. Issue of certificate: The exam pass rate which is 70% (the exam date will be determined by the studio at the sole discretion of the studio) and on passing of the exam the student will be issued the certificate.
18. Exams: Students agree to write the exams on the dates as stipulated by the studio. Exams cannot be re-scheduled and postponed to alternative dates.

The student has the right to appeal the results and may request a re-mark in writing if the student has failed any exam module, subject to a fee of R600. The appeal will need to be lodged within 48 hours after receiving the results. Students agree to abide by changes in the exam fees of exam moderators and examiners, as these fees are not under the control of the studio. The studio undertakes to negotiate fees to the best of their ability on behalf of the studio and their students.
19. Students will have a maximum of ONE calendar year – from date of registration – within which to complete their course, failing which they will redo the full course again at the prevailing course fees.
20. Log Sheets: Log sheets need to be submitted to The Academy via email for sign-off weekly on Fridays. The completion of hours and the way in which hours are to be logged, together with proof thereof, shall be in line with the studio's policies and procedures and the student acknowledges that such processes have been explained to the students who accepts same.
21. The student agrees that The Academy and lecturers shall not be held liable or responsible for damages, injuries or any physical changes arising out of the actions of course attendees due to their reliance upon course materials in respect

of any movement and/or exercise during the course or thereafter. The student therefore indemnifies and holds harmless The Academy, any of its employees and lecturers from a lawsuit or legal action.

22. Consent is given to The Academy to use photographs and videos of students for commercial use and marketing purposes, and such consent is granted indefinitely.
23. This agreement constitutes the whole agreement and no amendment or variation to this agreement will be of any force and effect unless such is reduced to writing and signed by both parties and such signature includes the definition and provision of section 13 of the Electronic Communication and Transactions Act 25 of 2002.
24. No waiver by The Academy of any of its rights in terms of this agreement will constitute an amendment or repudiation of rights to this agreement, and such rights created by this agreement remain enforceable against the student at the discretion of The Academy.
25. The student agrees and undertakes due to having access to the goodwill, intellectual property, trade secrets and clientele of The Academy during their training to refrain from contacting, negotiating or entering into any agreements with clients of The Academy, for the producing of any Pilates-related services or products, indefinitely.
26. Should you breach the terms of clause 24 above, you will be held liable for losses and the legal costs for instituting any action for enforcement or protection of any rights in terms of this agreement will be for your account and such costs will be recoverable on attorney's own client scale.
27. No applicant will be denied on the basis of race, national origin, colour, creed, religion, sex, age, disability, gender identity, gender expression, or sexual orientation.
28. Terms and Conditions are subject to policies and procedures and are subject to change.

NAME

SURNAME

SIGNATURE

SIGNED DATE