

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, 20% or 25% deposit (depending on the payment plan chosen) will be due and payable immediately with the submission of this application form.
 - No refunds are given if a student misses any module/s.
 - No refunds are given should a student fail to attend the course following acceptance, confirmation and payment of the deposit or once-off cost payment, or any other amount paid towards the course. (Initials) _____
2. If a payment plan option is chosen, the first instalment will become due and payable on the 1st day of the immediately succeeding 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 2%.
4. A debit order instruction is required for any payment plan option.
5. Returned debit orders will be subject to a penalty fee in the amount of R50.00 (fifty rand) per returned debit order instruction.
6. All course fees are inclusive of VAT
7. We reserve the right to terminate any student from our teacher training program for misconduct and/or any other unprofessional behaviour. Misconduct is defined as, but not limited to, violent behaviour, alcohol or drug use, sexual misconduct, verbal or physical abuse, property damage or theft. There will be no monetary refund if a student is terminated from the program.
8. 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 timely inform Pilates Dynamics CC of any mental or physical health problems will indemnify Pilates Dynamics CC and its employees, agents or representatives of any harm or damages you may suffer.
9. The student agrees to attend all the dates allocated to this course in respect of tests/assignments/exams/workshops.
10. The student agrees to release the studio and all the instructors/educators from any and all liability.
11. The student agrees to write the tests, theory and practical exams on the dates as stipulated by the studio.
12. A summary of hours will be requested by Pilates Dynamics on a weekly basis to monitor log sheets and any misrepresentation of facts will result in termination.
13. Students are only eligible to write exams on the completion of the following course requirements:
 - Attendance of all modules
 - Completion of all practical hours
14. **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.**
15. 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 Pilates Dynamics CC retains intellectual property of the aforementioned materials and such distribution, without consent, is expressly prohibited.
16. Completion of the course does not imply automatic award of 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 Pilates Dynamics Teacher Training Centre director.
17. In the event that a student misses lecture module/s, private tuition is available from the Teacher Trainer at an additional hourly fee of R500. 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.
18. **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). Although ideal to complete your hours per module instruction within 60 days of instruction, we understand that it might not be possible for some students. Please ask for an extension if you are unable to do this. However, exams need to be written before the end of the same year in which you have started your course, failing which you will have to repeat the course.
19. **Exams: Students agree to write the exams on the dates as stipulated by the studio. Exams cannot be re-scheduled 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 R250. The appeal will need to be lodged within 48 hours after receiving the results.
20. **Pilates Mat and Large equipment students:** Students will have one year (12 months) within which to complete and pass their course, failing which they will have to re-do the full course again.
21. **Pilates Comprehensive students:** Students will have one and a half year (18 months) within which to complete and pass their course, failing which they will have to re-do the full course again.
22. **Observation Hours:** Observation hours can be started and counted once the course has started. Students can schedule observation hours in our studio or watch a certain amount of hours on the video library of Pilates Anytime.
23. **Personal Practise Hours:** Students can start recording and accumulating personal practice hours once the course has started. Accepted forms of personal practise hours include practising on your own or with other student members either at our or another *studio (provided that the other Pilates mentor or studio has been approved by the Director of Pilates Dynamics in writing)* or taking Private and Group Classes at our studio or at another studio – again if practical hours are done at other studios, the Director of Pilates Dynamics will have to provide authorisation in writing upon receipt of the other Mentors' qualifications.
24. **Practise Teaching Hours:** Recorded teaching hours taught after the start date of the course will count towards practise teaching. You can practise teaching by instructing a friend, family member or apprentice instructor. Our studio is available for practice teaching hours to be done, and a certain amount of hours can be done at another studio, provided that the studio mentor has been approved by Pilates Dynamics.
25. **Log Sheets in respect recorded practical hours:** Log sheets need to be submitted to Pilates Dynamics for sign-off weekly on Fridays.
26. The student agrees that the studio and lecturers shall not be held liable or responsible for damages or injuries 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 studio, any of its' employees and lecturers from a lawsuit or legal action.
27. Consent is given to Pilates Dynamics to use photographs and videos of myself for commercial use and marketing purposes, and such consent is granted indefinitely.

- 28. 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.
- 29. No waiver by Pilates Dynamics CC of any of its rights in terms of this agreement will constitute an amendment or repudiation of rights to this agreement, and does such rights created by this agreement remain enforceable against you at the discretion of Pilates Dynamics CC.
- 30. You agree and undertake, due to having access to the goodwill, intellectual property, trade secrets and clientele of Pilates Dynamics CC during your training, to refrain from contacting, negotiating or entering into any agreement with clients of Pilates Dynamics CC, for the producing of any Pilates related services or products, for a period of 2 years.
- 31. Should you breach the terms of clause 30 above, you will be held liable for any losses sustained for a period of 2 years 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 attorneys own client scale. (Initials) _____

I, _____, have read, understood and agreed to the above terms and conditions.

Signature

Date