

## TERMS & CONDITIONS

### 1. APPLICABILITY

1.1 These Terms and Conditions apply to all agreements with and activities at Pole Dance Factory Amsterdam.

1.2 With the online registration and/or payment for a class, class package, membership, course, workshop or camp the client agrees with the Terms and Conditions of Pole Dance Factory Amsterdam.

1.3 Pole Dance Factory Amsterdam can change the Terms and Conditions at any time. Any changes to the Terms and Conditions will be announced in advance via e-mail. The most recent version will be valid and this one will always be available for reading at the website.

### 2. GENERAL

2.1 When a client fails to comply to the Terms and Conditions, Pole Dance Factory Amsterdam is allowed to refuse services to the client.

### 3. PERSONAL DATA

3.1 The online registration form needs to be filled in completely and truthfully.

3.2 Pole Dance Factory Amsterdam will collect the personal data for her client database and will keep this information strictly confidential.

3.3 Pole Dance Factory Amsterdam will occasionally use personal data to inform clients about events and other activities of Pole Dance Factory Amsterdam. If the client does not want to receive these e-mails, the client can unsubscribe by sending an e-mail to [info@pdfamsterdam.com](mailto:info@pdfamsterdam.com).

### 4. LIABILITY

4.1 Participation in classes, courses, workshops and camps at Pole Dance Factory Amsterdam is fully at the clients' own risk. By agreeing with the Terms and Conditions, the client declares he/she is aware of this own risk and accepts this. Pole Dance Factory Amsterdam is not liable for any injuries, damages or losses due to participation in a class, course, workshop or camp. This applies for open training hours as well. If children are brought along, the responsibility for their safety and behavior lies completely with the parent/guardian.

4.2 All losses or damages to properties of Pole Dance Factory Amsterdam and/or the location holder, caused by the client will be the responsibility, financial as well, of the client at all times.

4.3 Because of hygienic reasons the client has the obligation to use a towel to the classes. When the client doesn't have a towel with him/her, he/she is obliged to rent or buy one at the desk of Pole Dance Factory Amsterdam.

### 5. CLASSES & MEMBERSHIPS

5.1 The client can reserve classes when a class, class package or membership has been purchased.

5.2 The client can make a reservation for a class only online until 5 minutes before the start of the class. It is not possible to enroll for a class by telephone or at the desk of the studio.

5.3 The reservation is completed when the payment of the class, class package or membership fee has been received by Pole Dance Factory Amsterdam.

5.4 A 6-hour cancellation policy applies to all classes. Clients that cancel 6 or more hours before the start of the class can choose another moment to use their class credit. In case of a "late cancel" (when a student cancels less than 6 hours before the start of the class) the fee for the class cannot be refunded and the class will be seen as a participated class.

5.5 When the client arrives more than 10 minutes after the start of the class, the teacher has the right to refuse the client access to the class.

5.6 Single classes, class packages and memberships are personal and can not be used by another person.

5.7 The periodic membership fee has to be paid in advance. When the client has not fulfilled his/her payment obligation in time, he/she might be refused to enter the class. The membership fee needs to be paid by preauthorized debit authorized by the client.

5.8 The commencing date for all memberships will be on the 1<sup>st</sup> day of the month. When a client enrolls after the 1<sup>st</sup> day of the month, the membership fee will be charged proportionately and the amount of days until the 1<sup>st</sup> of the month will be added to the initial duration of the contract. The first payment (part of the month or whole month) will be made by iDeal or PayPal. The subsequent payments will be made by preauthorized debit.

5.9 All memberships have a minimum contract period of 3 months and cannot be terminated within the initial contract period. The membership fees need to be paid during the complete contract period.

5.10 All memberships can be upgraded during the contract period for a minimum period of 2 months. The expiration date of the membership will remain unaltered. Downgrading to the original membership can be done after the 2 months period as described above.

5.11 After the initial contract period of respectively 3, 6 or 12 months the membership will be automatically extended for an unspecified period. The client can terminate or alter his/her membership after the expiration date with a term of one month's notice by e-mail at [info@pdfamsterdam.com](mailto:info@pdfamsterdam.com). During the term of notice the client can still enroll for classes at Pole Dance Factory Amsterdam.

5.12 Pole Dance Factory Amsterdam will do everything within its power to let classes occur according to schedule. However classes might be cancelled due to unforeseen circumstances or if there are not enough participants. When this is the case Pole Dance Factory Amsterdam will inform the client in advance and the client can use the class credit for another class during that month. It will not be possible to receive any refunds.

## 6. FEES, PAYMENTS & PRICE CHANGES

6.1 The client is obliged to pay the fee liable before the start of the (first) class. The client can pay using the online reservation system, which uses either iDeal or PayPal. After purchasing a membership, all periodic payments after the first online payment will be made by preauthorized debit. The client will agree to this preauthorized debit by completing the registration form.

6.2 After online registration for a membership and agreeing to the Terms and Conditions the client agrees to a continuous preauthorized debit to Pole Dance Factory Amsterdam. The client has the choice of a membership with a contract period of either 3, 6 or 12 months, which all cannot be terminated before the end of the contract period.

6.3 When a client doesn't comply with the payment requirements, Pole Dance Factory Amsterdam may refuse services to the client and, if necessary, bring in a collection agency.

6.4 Pole Dance Factory Amsterdam has the right to change fees. Price changes will be announced in advance on the website and/or by e-mail. When prices will be adjusted, the client will get the opportunity to adjust or terminate his/her membership (even within the initial contract period) within a specific period of time.

6.5 The client needs to make sure that payments will occur without issues. It is possible to reverse a preauthorized debit within 56 days. When the payment is incorrectly reversed, e.g. because of contract obligations, Pole Dance Factory Amsterdam will charge except the amount due an additional administration fee of €5,-.

## 7. ABSENCE & VACATIONS

7.1 Pole Dance Factory Amsterdam may be closed on bank holidays and may have an adapted schedule in the holiday periods. This will not lead to a reduction or refund of membership fees. Adapted schedules and cancellations will be announced in advance on the website and/or by e-mail.

7.2 When a client has a long-term illness or injury, Pole Dance Factory Amsterdam may consider a temporarily stop of a membership or class package, when he/she can submit a Doctor's statement.

7.3 The client may request to freeze the contract when he/she goes on holiday. Freezing the contract will only be possible with a 12 months membership and only for the duration of 1 calendar month. Requests for freezing the contract must be made by e-mail at [info@pdfamsterdam.com](mailto:info@pdfamsterdam.com) at least 2 weeks in advance.

## 8. WORKSHOPS, COURSES & CAMPS

8.1 The client can participate in scheduled workshops, courses or camps by enrolling in advance at Pole Dance Factory Amsterdam and pay the required fee. Reservations for workshops can be made only online through the online reservation system at the website.

8.2 Cancellation of a reservation for a workshop, course or camp is not possible. When the payment has been made the reservation will be definite.