

TERMS & CONDITIONS

SECTION 1: CLASSES & STUDIOS

Please note that all packs/passes can only be used at the studio of purchase and cannot be used across multiple studios.

Offers

1. Our one-week trial offer is only available to brand new clients of Peaches Pilates. You can only purchase the Introductory offer once. The Introductory Offer is non-refundable nor transferable and will activate from the date of your first class booking. Once the trial is complete you will need to purchase a class pack, single class or membership to continue booking classes.
2. The one-week trial offer includes access to all group classes and also mums n bubs classes. Private classes are not included.

Weekly Direct Debits

1. Weekly Direct Debits are valid for 1 week (7 days) and are activated on your chosen direct debit start date, automatically renewing every week. Weekly Direct Debits are non-refundable and are not transferable between studios or individuals and CANNOT be extended.
2. Weekly Direct Debits can be cancelled at any time before your next weekly pay cycle via emailing your studio.
3. Payment will be automatically deducted from your nominated credit card or via direct debit each week.
4. Weekly memberships do not have any lock in periods or minimum commitments and there are no cancellation fees. Simply email your studio to pause or cancel your membership.
5. If your weekly payment is declined due to insufficient funds or an expired or invalid card, the Mindbody Online system will re-attempt the transaction for 2 days. After this point a \$5 administration fee will be added to help us recover the cost of the merchant fees from the failed transactions.

Bookings, Attendance & Payment

1. A minimum of three people are required for a group class to proceed. You will be contacted via text, phone or email should a class be cancelled. Please be aware classes are on a first come first serve basis. To avoid disappointment, classes can be booked up to 2 weeks in advance.
2. Payment must be made upon booking, NO exceptions. To book into a class you must either have pre-purchased sessions in your account or pay at the time of booking in the studio.
3. If a class you particularly want is fully booked please sign up for the waiting list. Due to our 4hr cancellation policy there is often movement in the classes. Should a place become available, you will receive either an email or text from us offering you a place in the class. You are under no obligation to take a waitlisted offer; however, we do ask that you respond by notifying us if you can attend or not. If you cannot make it, your place will be offered to the next client. Failure to respond to the waitlist offer will result in a lost session.
4. Out of consideration for the Trainer, other clients, and also for your own safety, the warm-up is an important aspect of each class. Please be aware

that if you are more than 5 minutes late for a class, you may not be able to train or your spot may have been given to someone on the waitlist.

5. Owners and/or Trainers reserve the right to restrict clients to a particular class type for safety reasons; and Owners and/or Trainers reserve the right to turn clients away if they do not have the correct medical clearance.
6. If you are pregnant or have recently been pregnant we may require clearance from your doctor in order for you to participate in Peaches Pilates classes. Please always inform your instructor if you are pregnant. Please contact your studio via email or phone if you have any questions relating to pregnancy. As long as you have medical clearance for Pilates we accept pregnant clients throughout their entire pregnancy.
7. Sessions are not transferable to another individual and CANNOT under any circumstances be used by another person. If someone other than the person booked into the class arrives to use the session, they will be turned away from the class – or asked to create an account and purchase their own sessions.

Cancellations

1. Cancellations/Rescheduling classes need to be made more than 4 hours prior to your class beginning. We understand sometimes unforeseeable circumstances can arise, but we have to be strict, fair and consistent with all clients across all studio. Late cancellations will incur a lost session for class packs or a \$5 fee for members. No shows will incur a lost session for class packs or a \$10 fee for members. At Peaches our class sizes are small and can fill quickly. Our Cancellation Policy exists to prevent other clients missing out on spots that could have been filled. We all share the studio together.
2. Trainers and classes are subject to change without notice. Peaches Pilates reserves the right to cancel classes if necessary.
3. If you do not cancel or reschedule your class outside of the 4-hour time frame or are a no-show/absent from your class you will lose your session or be charged the fees mentioned above.

Payment Policy

Payment must be made upon booking. To book into a class you must either have credits in your account or pay at the time of booking.

COVID-19 & Communicable Diseases

We are always following the latest government health advice and restrictions. This is constantly subject to change and varies from state to state. Please ensure you are following any local health orders and act accordingly. Most importantly - if you have contracted COVID-19 or any other communicable disease, please do not attend the studio. This is for the safety and respect of your peers, staff and the business owners.

Personal Agreement

I agree that Peaches Pilates is in no way responsible for the safekeeping of my personal belongings while I attend class. I understand that classes may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Peaches Pilates or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.

Peaches Pilates does not assume responsibility for any lost or stolen personal property. If you do become the victim of a theft, immediately report it to a Peaches Pilates staff member.

By booking into a class you automatically agree to the above Terms & Conditions.

SECTION 2: PEACHES PILATES ONLINE PROGRAM

Terms & Conditions / Terms of Sale

Welcome to The Peaches Pilates Online Program

The Peaches Pilates Online Program is designed to provide you with high quality video of our signature Peaches classes; The Peaches Pilates Online Program is not directed at people under eighteen (18) years of age.

The Peaches Pilates Online Program is owned by Peaches Pilates Pty Ltd. These Terms & Conditions of Use (this "Agreement") apply to all of the products, services and websites offered by the Peaches Pilates Online Program, the mobile, tablet or TV versions thereof, any Peaches software, and any applications created by Peaches whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the "Service"). Please note that the availability of any Peaches Pilates Online Program applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Peaches and such social networking site, mobile or tablet device, or internet television or other technology platform.

PLEASE READ THIS TERMS OF USE AGREEMENT VERY CAREFULLY BEFORE USING THE Peaches Pilates Online Program.

Acceptance of Terms

This Agreement sets forth legally binding terms for your use of the Peaches Pilates Online Program. By using the Peaches Pilates Online Program, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the website, without access to content) or you are a "Member" (which means that you have registered as a user). If you do not accept the terms of this Agreement, you should leave the Peaches Pilates Online Program and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the website. You agree to be bound by any modification to this Agreement when you use the Peaches Pilates Online Program after any such modification is posted; it is therefore important that you review this Agreement regularly.

General Registration Requirements

If you wish to make use of the Service, you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Peaches Pilates Online Program (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Peaches reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and of the Peaches Pilates Online Program is void where prohibited.

Content on Peaches Pilates Online Program is provided to you “AS IS” for your information and personal use only and may not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Peaches.

Peaches reserves all rights not expressly granted in and to the Peaches Pilates Online Program and the Content. You may access the Peaches Pilates Online Program and Content as available: for your information and personal use; as intended through the normal functionality of the Peaches Pilates Online Program; and for Streaming, (“Streaming” or “Stream” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user).

Health Disclaimer

Physical exercise, in all of its forms and with or without the use of equipment such as bands, discs, balls or any other equipment that may be suggested by an instructor, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program or using any suggested equipment, shown in any of the video clips on the Peaches Pilates Online Program. Peaches is not a medical organisation and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing Peaches Pilates Online Program videos. Nothing contained in the videos should be construed as any form of such medical advice or diagnosis.

By using the Peaches Pilates Online Program you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities on the Peaches Pilates Online Program, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Peaches, or any person or entity involved with Peaches, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

Minors

Peaches content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Peaches you are representing that you are eighteen (18) years of age or older.

Member Account, Password and Security

If you register for the Peaches Pilates Online Program, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Peaches of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another Member's account without prior authorisation from Peaches. Peaches will not be liable for any loss or damage arising from your failure to comply with this Agreement.

Prohibited Conduct

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that: is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, pornography, sexually explicit material or offensive subject matter; provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own; promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous; violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture installed copy-protect devices, or providing pirated music or links to pirated music files; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; solicits passwords or personal identifying information from other users; involves commercial activities and/or sales without Peaches prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes; includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; denigrates, ridicules, or demeans another person; or contains a virus or other harmful component. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Peaches Pilates Online Program in a manner that sends more request messages to the Peaches servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

Responsibility for Content

You, and not Peaches, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Peaches Pilates Online Program.

Peaches does not control the Content posted by any users and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will Peaches be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

Termination or Suspension of Account

You agree that Peaches may at any time and for any reason, including a period of account inactivity, terminate your access to Peaches Pilates Online Program services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability.

Preservation/Disclosure

You acknowledge, consent and agree that Peaches may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of Peaches, its users and the public; or (f) pursuant to the terms of the Privacy Policy.

Security Components

You understand that the Peaches and software embodied within the Peaches Pilates Online Program may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Peaches and/or content providers who provide content to Peaches. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into Peaches.

Proprietary Rights

All materials on Peaches, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Peaches or by third parties that have licensed or otherwise provided their material to Peaches. You acknowledge and agree that all Materials on the Online Program are made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Online Program, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Peaches' prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Online Studio or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

Non-commercial Use

The Service may not be used in connection with any commercial purposes, except as specifically approved by Peaches. Unauthorised framing of or linking to any of the

Peaches Pilates Online Program is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from users' profiles and Content without notice and may result in termination the Peaches Pilates Online Program.

Other Sites

Our Peaches Pilates Online Program may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. Peaches does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies. The inclusion of a link in any of the websites does not imply Peaches endorsement of such third party. If you decide to access any such linked websites, you do so at your own risk.

International Use

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Australia or the country in which you reside.

Infringement Policy

Peaches reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or Peaches by any user who is alleged to have infringed on the intellectual property rights of Peaches or of a third party, or otherwise violated any intellectual property laws or regulations. Peaches policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Peaches to delete, edit, or disable the material in question, you must provide Peaches with all of the following information: (a) a physical or electronic signature of a person authorised to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Peaches to locate the material; (d) information reasonably sufficient to permit Peaches to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Peaches by e-mail with a return receipt acknowledgement.

User Disputes

You are solely responsible for your interactions with other users. Peaches reserves the right, but has no obligation, to monitor or mediate disputes between you and other users.

Users

No Sharing. Users of the Peaches Pilates Online Program may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any users will be construed by Peaches as fraudulent use of the Peaches Pilates Online Program. When becoming a user you agree to take all actions possible to protect your username and password from fraudulent use.

Fraudulent Use

Disclaimer of Warranties You agree that your use of the Peaches Pilates Online Program shall be at your sole risk. The Peaches Pilates Online Program and the materials are provided “as is” and without warranties of any kind, either express or implied. To the fullest extent permitted by law, Peaches Pilates Online Program, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Peaches Pilates Online Program and your use thereof.

Peaches makes no warranties or representations about the accuracy or completeness of the Peaches Pilates Online Program content or the content of any sites linked to this website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Online Studio, (iii) any unauthorised access to or use of Peaches secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Peaches Pilates Online Program, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Online Studio by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Peaches Pilates Online Program.

Peaches does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Peaches Pilates Online Program or any hyperlinked websites or featured in any banner or other advertising, and Peaches will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitation on Liability

In no event shall Peaches, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Peaches Pilates Online Program, (iii) any unauthorised access to or use of Peaches secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Peaches Pilates Online Program, (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Peaches

Pilates Online Program by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Peaches Pilates Online Program, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Peaches Pilates Online Program is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Peaches shall not be liable for content posted by users or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Any reference to a person, entity, product, or service on this Peaches Pilates Online Program does not constitute an endorsement or recommendation by Peaches or any of its employees. Peaches is not responsible for any third party content on the Peaches or third party web page accessed from this website, nor does Peaches warrant the accuracy of any information contained in a third party website or its fitness for any particular purpose.

No communication of any kind between you and Peaches or a representative of Peaches shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Peaches reserves the right to remove any material posted on the Peaches that it determines in its sole discretion is violative of any law or right of any person, infringes the rights of any person, or is otherwise inappropriate for posting on the Peaches.

Exclusions and Limitations

Those who access or use the Peaches from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

Additional Terms

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Peaches Pilates Online Program, to obtain certain premium Content through the Peaches Pilates Online Program, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of the Peaches Pilates Online Program (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the Peaches Pilates Online Program.

Assignment

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Peaches without restriction.

Integration Clause

This Agreement together with the Privacy Policy and any other legal notices published by Peaches on the Peaches Pilates Online Program, shall constitute the entire agreement between you and Peaches concerning the Peaches Pilates Online Program and governs your use of the Peaches Pilates Online Program, superseding any prior agreements between you and Peaches with respect to the Peaches Pilates Online Program and Service.

Waiver and Severability of Terms

The failure of Peaches to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Peaches Pilates Online Program, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Governing Law and Venue

This Agreement shall be governed by the laws of Australia, without respect to its conflict of laws principles. Any claim or dispute between you and Peaches that arises in whole or in part from the Peaches shall be decided exclusively by a court of competent jurisdiction located in Australia.

Ability to Accept Terms of Service

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

General

Peaches reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Peaches Pilates Online Program following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

Questions If you have any questions or comments regarding this Agreement or the Peaches Pilates Online Program, feel free to contact us by info@peachespilates.com.

SECTION 3: ONLINE STORE

DIGITAL PRODUCTS TERMS & CONDITIONS

The purchase of all digital products, ebooks, pdf downloads and online content is subject to the following terms and conditions. All customers are advised to review these terms and conditions carefully before making any purchase.

All digital products, ebooks, pdf downloads, resource material, videos and online content are subject to copyright protection. Each digital product, ebook, pdf download and online content sold is licensed to a single user only. Customers are not allowed to copy, distribute, share and/or transfer the product/s (and/or their associated username/passwords).

All transactions for purchase of intangible products, ebooks, pdf downloads, resource material, videos and online content are made through payment gateways such as PayPal that use SSL encryption. These payment gateways are safe and secure for using all types of credit cards and debit cards in different countries and your details are not stored during this process.

In case you are not redirected back to our website after purchase or you do not receive an email from us with a link to the product of your purchase, you can immediately contact us with your transaction details, including the email ID through which the payment was made. We will revert back to you with your product details and download link as soon as possible.

All purchases for digital downloads made on www.peachespilates.com are non-refundable or exchangeable. Since the products made available here are intangible, we cannot accept any request for refunds. In the case where a purchase error is made please contact us via info@peachespilates.com to discuss a resolution.

By placing an order with Peaches Pilates, you warrant that you are at least 18 years old (or have parents' permission to buy from us) and accept these terms & conditions which shall apply to all orders placed or to be placed at Peaches Pilates for the sale and supply of any products. None of these terms & conditions affect your statutory rights. No other terms or changes to the terms & conditions shall be binding unless agreed in writing signed by us.

Payments

All transfers conducted through Peaches Pilates are handled and transacted through third party dedicated gateways to guarantee your protection. Card information is not stored and all card information is handled over SSL encryption. Please read the terms & conditions for the payment gateway chosen for the transaction as they are responsible for the transactions made.

Additional Information

Peaches Pilates reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase and product offerings without prior notice.

PHYSICAL PRODUCTS TERMS & CONDITIONS

Peaches Pilates reserves the right to modify or change product specifications as required in order to improve our product range and availability. This will only be done when we consider the alternate product to be of equal or better quality. We recommend that you immediately inspect any product upon delivery to you to ensure that you are completely satisfied with the product, including that the product is of acceptable quality and matches the description of the product. All products come with a 90-day warranty against breakage or manufacturing defect.

Requests for replacements of products must take place within 90 days from the original shipment date in order to receive a replacement. All products being returned must be returned in the condition received by you with all original packaging, accessories and/ or manuals.

Returns received more than one year after date of shipment will not be accepted and will be returned to sender.

Faulty Product

If you receive a product, which is faulty at time of delivery or faults within 90 days, other than by reason of fair wear and tear or misuse by you, please contact Peaches Pilates directly to arrange the return of the original item and a replacement product to be provided (subject to availability). All returns must be authorised by Peaches Pilates. Return costs of faulty products to be assessed will be at the expense of Peaches Pilates. Faulty products must be returned in the condition received by you with all original packaging, accessories and/or manuals.

Incorrectly Described Product

Peaches Pilates tries its best to present the products accurately. Peaches Pilates makes no warranty or representation that the information provided by our suppliers in relation to the product description is accurate, reliable and complete.

If you receive a product which is incorrectly described please contact Peaches Pilates directly to arrange the return of the original item and a replacement product to be provided (subject to availability). All returns must be authorised by Peaches Pilates. Return costs of incorrectly described products to be assessed will be at the expense of Peaches Pilates. Incorrectly described products must be returned in the condition received by you with all original packaging, accessories and/or manuals.

Change of Mind – Refunds/Exchanges

Please choose carefully. We do not provide refunds or exchanges if you have changed your mind or made a wrong selection by mistake. We recommend you carefully preview any orders before adding them to your shopping cart and proceeding with your order. Should you have any questions regarding a particular product, please email us at info@peachespilates.com.

Adjustment of Order Information

All orders are considered final at time of placement. Please check your details carefully before submitting your order. Should you need to make an adjustment to your order, please contact info@peachespilates.com immediately. Once an order is

placed, there is no guarantee that it can be altered or changed in any way however, we will endeavour to accommodate where possible.

Please note contacting carriers directly is the responsibility of the customer.

Tax, duty and customs charges

Customers located internationally may be required to pay sales tax, duty and/or custom charges.

All Taxes and customs charges are the responsibility of the customer and are not included in the cost of the order or shipping charge. Taxes and customs charges differ depending on the state of the shipping address. We suggest contacting your local customs office if you are unsure of the applicable taxes and customs fees that are relevant to you. Peaches Pilates is not responsible for any additional taxes and customs charges that are requested during the shipment of your order.

Goods Damaged/Lost in Transit

If any goods arrive damaged, please contact our info@peachespilates.com as soon as possible. Peaches Pilates will arrange to have the damaged goods returned to our office or manufacturer and a replacement of the product to be provided (subject to availability). Damaged goods must be returned in the condition received by you with all original packaging, accessories and/or manuals. You must notify Peaches Pilates of the damage within 48 hours of delivery providing full details of the damage along with your order/invoice number.