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PBA SCHOOL CONTRACT 2017 incorporating our 'Terms of Trade' & 'Codes of Conduct'

LEVELS 2-5. 2017 TERMS OF TRADE: A SUMMARY REF: PBA/TOT/L2-5/2017

It is essential that all students act as one with the management of PBA regarding the DEADLINES for payment and the DEADLINES for resignation. Please ensure you read this year's full terms and conditions of sale of PBA matwork classes to the public as soon as you can. It will be online in the 'members' page from January 2017. Thank you. Ignorance is neither an acceptable excuse nor an acceptable reason for inconsiderate behaviour towards either student or management. Very few of you would ever wish to knowingly go down this path. Your signature will help to secure school protocol as it acts as a reminder that a Terms of Trade exists for PBA as it does for any well run business. By signing both this document and the supporting document PBA/TOT/L2-5/2017 you are reminded that you agree:

A) To pay fees in full and on time accepting a minimum payment schedule of quarterly fees, covering 1 class per week for 40 weeks of the year to be transferred electronically at one minute past midnight i.e 00.01 am on the first day of the agreed months:

(1 st October 2016	paid for Term No1 of 2017 start date Mon 9 th Jan)
No1 1 st Jan 2017	to pay for Term No2 of 2017 start date Mon 20 th March (see web for Easter break)
No2 1 st Apr 2017	to pay for Term No3 of 2017 start date Mon 17 th Jul
No3 1 st July 2017	to pay for Term No4 of 2017 start date Mon 2 nd Oct
No4 1 st Oct 2017	to pay for Term No1 of 2018 start date Mon 8 th Jan 2017 (see web)

The quarterly fee is currently £127.50 for Levels 2 & 3, £132.50 for Level 4 and £137.50 for Level 5. Thank you. See web for breaks within the term. All terms offer 10 weeks of tuition. If as a new Level 2 student you are paying by the month for the first 6 months ALL 3 PARTS OF THE QUARTERLY PAYMENT MUST BE PAID BEFORE SUBMITTING A RESIGNATION.

B) To fully accept without argument, quibble, confrontation or disruptive behaviour, the cancellation procedure and deadlines for resignation set by this school and to accept that failure to cancel unwanted future training with PBA and failure to cancel the Standing Order Mandate (SOM) with your bank, **by the deadline** results in liability for and obligation to pay the next set of fees for that training.

PBA deadlines for resignation are one minute past midnight i.e. 00:01am on the first day of the agreed months:

No1 1 st January 2017	to cancel Term No2 of 2017 start date Mon 20 th March
No2 1 st April 2017	to cancel Term No3 of 2017 start date Mon 17 th Jul
No3 1 st July 2017	to cancel Term No4 of 2017 start date Mon 2 nd Oct
No4 1 st October 2017	to cancel Term No1 of 2018 start date Mon 8 th Jan 2018

NB. Please use **TEXT 07881 494212** to submit your resignation and not the email of another freelance member of the PBA team. If you are submitting your resignation at the last minute the only way to deliver it before the deadline is by using TEXT. Please put 'Resignation -Your Full Name, Your Level' in the subject line and ensure the text includes the statement that you have cancelled your Standing Order Mandate (SOM) with your bank. PLEASE NOTE IN 2017 PBA WILL NO LONGER BE ACCEPTING RESIGNATIONS AFTER THE FIRST MINUTE PAST MIDNIGHT ON THE FIRST OF JAN/APR/JUL/OCT. IN 2017 RESIGNATIONS MUST BE IN BY MIDNIGHT THE DAY BEFORE THE FIRST.

Details and dates given above are for payments as given in Part A) Please understand a missed PBA deadline is exactly that and not an effective resignation. If you have cancelled your fees, they will have to be re-instated. If you do not we will contact you as soon as we discover the missing money. In order to avoid the stigma of a breach of contract you will be asked to pay your fees as quickly as possible but are assured you will be eligible either for a TRANSFERABLE LEVEL 1 CREDIT NOTE i.e. to another person of your finding valid for 1 year or facility to use up your classes in a manner open to negotiation and hopefully more acceptable to your change in circumstances. Failure to give 'good notice' and the non-payment of fees originally due by the deadline and now due within 3 working days of the phone call/email put out to establish fault, will result in the obvious, the immediate withdrawal of PBA services, a legally viable strategy in lieu of 'good notice', but not one students in general would wish to boast about. You will

be excluded from both ongoing and future classes until fees owed to PBA are paid. Fees remaining unpaid after 14 calendar days will result in permanent exclusion from PBA and legally, breach of contract status within the rules of civil law. You stand to lose the best part of a term's worth of classes and your good reputation.

C) To keep channels of communication open, to agree to:

1. Use **database@pilatesbodyawareness.co.uk** for correction of the 'A-Z of Students' and to alert the school if you haven't received your Quarterly Newsletter by the end of term.
2. Use **TEXT to 07881 494212** for a resignation in by the stated deadline and not the email of another member of the freelance team.
3. Pay **attention** to school communications and notices especially the School Quarterly News Letter issued towards the end of each term. Please adopt a pro-active stance regarding the receipt of these essential letters. They are sent out by Mail Chimp and come from database@pilatesbodyawareness.co.uk

D) To accept that over payment errors made by you or your bank are student error or bank error and not PBA error. As an ongoing member of PBA over payment presents few problems. It can be balanced out. Problems do arise if payment by SOM remains active on the next pay day after the resignation text has been sent to PBA. Please double check with your bank. It is your responsibility to cancel your Standing Order Mandate before the deadline as part of a correctly managed resignation and then to double check it has been done properly. PBA does not give refunds, only credit notes. An overpayment can only be compensated with a credit note not a refund. Having stated this, PBA is entitled to refuse ad hoc refunds.

E) To honour the booking system for 'Extension Classes' (2 groups, 3 pre-Easter and 4 pre-Christmas), 'Pilates Sunday Morning 2hr Workshops' (4 are planned for 2017) the 3 'Intensives' and the 4 'Pilates Days'. You may reserve a place as 'tbc', but as soon as you confirm your place with either a deposit, a signature, payment or the verbal declaration 'I will pay', you have effectively taken the place for yourself and cannot subsequently either ask for a refund or go back on your word. Another solution to the problem will be offered. You will be given something else for your money. Confirmed places, whether financially or verbally, with these specialist events lead to spaces being hired and people being involved. To then 'un-confirm' a place causes chaos and some very messy stuff when it comes to fees and finance. For the sake of everyone concerned whether co-students, administrators, studio managers, skilled workers, cooks or therapists, it is imperative not to go astray on this issue. To book one of these events please put payment in an envelope marked with your name, the amount, the title of the event and the date of the event and place your envelope on the piano before class starts. Thank you.

F) The 'shelf life' of all 'catch up' classes is one year. To register a missed 'Sunday Morning Workshop', 'Pilates Day', 'Intensive' or 'Pre Easter/Christmas Extension Class' due to illness please TEXT 07881 494212 at your earliest convenience. The next step will be to put you on a reserve list for your choice of alternative in the hope that you can be squeezed in. Otherwise we offer 2 ordinary classes at your level or above to replace a lost 2-hour class and 3 to replace a lost 'Pilates Day' Please only sign up for 2-hour classes and 'Pilates days' when you are 100% sure you can attend. Your booking cannot be reversed but you might be able to 'transfer' within an 'Extension Class' group of at no extra cost. If this can be offered your name will be marked with 'TR'. To book please put £15 in the envelope, for a 2-hour class and £45 for a 'Pilates Day'. To re-book a missed class, if unable to swap-in within an 'Extension Class' group and once this has been agreed, please put £5 in the envelope. Please note the Mondays & Saturdays scheduled as part of our programme of 'Intensives' cannot offer space for a re-booking. Sunday Morning Workshops and Extension Classes can.

If you do lose a Monday or Saturday 'Intensive' due to illness and upon agreement, another Monday or Saturday not being used for special training will be allocated for the £5 re-booking fee.

Signature: student _____ Date _____

Signature: Chris Hocking _____ Date _____
Director and founder of Pilates Body Awareness, established 1987

Please now supply a second signature in class to indicate your agreement with and acceptance of these 'Terms of Trade'. The sign in sheet, to be kept by PBA, will bear the document reference: PBA/TOT/L2-5/2017

This document is for you to keep. Please keep it safely.