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ISSUED BY CHRIS HOCKING JANUARY 2019

**PBA SCHOOL CONTRACT 2019 incorporating our 'Terms of Trade' & 'Codes of Conduct' PLEASE STORE SAFELY.**

**2019 TERMS OF TRADE** Please sign in to acknowledge receipt of this document.

It is essential that all students act as one with the management of PBA regarding DEADLINES for payment and DEADLINES for resignation. Please ensure you read this year's full terms and conditions of sale of PBA classes to the public as soon as you can. It will be online in the 'members' page from January 2019. Thank you.

Ignorance is neither a legally viable excuse nor an acceptable reason for inconsiderate behaviour towards either student or management. Very few of you would knowingly go down this path. Your signature, although legally unnecessary, 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 business. Please note PBA operates a No fault; No refund policy. Unless at fault, PBA does not give refunds.

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 mid-night i.e 00.01 am on these dates: (on 1 October 2018 paid for Term No1 of 2019 start date Mon 7 Jan)

No1 on 1 Jan 2019 to pay for Term No2 of 2019 start date Mon 18 Mar

No2 on 1 Apr 2019 to pay for Term No3 of 2019 start date Mon 15 Jul

No3 on 1 July 2019 to pay for Term No4 of 2019 start date Mon 30 Sept

No4 on 1 Oct 2019 to pay for Term No1 of 2020 start date Mon 13 Jan 2020 (see web)

Quarterly fee £140 for all levels. All terms offer 10 weeks of tuition. If you are paying by the month ALL 3 PARTS OF THE QUARTERLY PAYMENT MUST BE PAID BEFORE SUBMITTING A RESIGNATION. Conditions apply. Please ask in class.

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 before midnight i.e.23:59 the day before pay day.

No1 before 1 January 2019 to cancel Term No2 of 2019 start date Mon 18 Mar

No2 before 1 April 2019 to cancel Term No3 of 2019 start date Mon 15 Jul

No3 before 1 July 2019 to cancel Term No4 of 2019 start date Mon 30 Sept

No4 before 1 October 2019 to cancel Term No1 of 2020 start date Mon 13 Jan 2020

NB. Please use **TEXT 07881 494212** to submit your resignation and neither email nor a verbal/paper resignation in the class/venue/street. 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; Full Name; Class'** 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 PBA NO LONGER ACCEPTS RESIGNATIONS ON THE FIRST OF JAN/APR/JUL/OCT. RESIGNATIONS MUST BE IN BEFORE MIDNIGHT THE DAY BEFORE.

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 a breach of contract you will be asked to pay your fees quickly but are assured you will be eligible for either 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 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, which means you could be taken to court to recover the missing money. 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 **info@pilatesbodyawareness.co.uk** for correction of the '**A-Z of Students**' and to alert the school if you haven't received your **Quarterly News Letter** by the end of term.
2. Use **TEXT to 07881 494212** for a **resignation** in by the stated deadline and not email. Please start with **Resignation; Name; Class** and then add your message. Thank you. **DO NOT RESIGN IN CLASS/VENUE/STREET. TEXT ONLY PLEASE.**
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 **students@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 or any other request for 'special treatment' not covered by the 'Terms of Trade'.

E) To honour the booking system for 'Extension Classes' (2 groups, Pre-Easter and Pre-Christmas), 'Weekend Workshops' (4 are planned for 2019) the 3 'Intensives' and the 4 'Pilates Days'. You may reserve a place as 'tbc', but as soon as you confirm 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 ask for a refund or go back on your word. Another solution will be offered. You will be given something else for your money. Confirmed places, whether financially or verbally, for these 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 mislead others. To book an event please put payment in an envelope marked with your name, the amount and the date of the event and place 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. Please start your text with '**Missed Training; Name; Event.**' We offer 2 extra classes at your level to replace a lost 2-hour class and 3 to replace a lost 'Pilates Day' or 'Sunday Workshop'. Please only sign up for 2hr classes and 'Pilates days' when you are 100% sure you can attend. Bookings cannot be reversed but you might be able to 'transfer' within an 'Extension Class' group. If this can be offered your name will be marked with 'TR'. To book please put £17.50 in the envelope for a 1.5 - 2hr class and £50.00 for a 4hr Saturday 'Pilates Day' or 4hr 'Sunday Workshop'.

G) Classical Workshops and Terms of Engagement.

The 2 classes available each month, take place within the Sat am Level 5 classes, 11am – 12.30pm, Pratt Mews.

JAN 12 & 19    APR 30(Mar) & 6(Apr)    JUL 20 & 27    OCT 5 & 12

FEB 9 & 16    MAY 11 & 18    AUG 10 & 17    NOV 2 & 9

MAR 2 & 9    JUN 1 & 22    SEP 14 & 21    DEC 30(Nov) & 7(Dec)

Minimum standard; Level 4 if with the school, Advanced Pilates Teaching qualifications if from outside the school.

Minimum attendance; if with the school, membership of Level 4 plus 10 Classical classes each year ie a class a month for 10 months a year, £17.50 per class, if from outside the school 10 classes per year as above, £22.50 per class.

These classes must be booked in advance no later than the 2nd Classical class of the previous month Should a pre-booked class be missed it cannot carried over to the next month free of charge. The full amount is needed to make a booking. The swap-in scheme covers the lost class. If dropping a month, please pay for the next but one in advance.

H) Kit stored in our designated space is personal property and in the absence of Chris Hocking must not under any circumstance be removed by another student. Chris' personal bag is completely out of bounds. **DO NOT EVEN TOUCH WITHOUT PERMISSION.** Students arriving without kit do not have the entitlement to use the personal property of others. Class will have to be missed.

**Chris Hocking, Founder PBA, Est 1987**

**January 2019.**