



## TERMS AND CONDITIONS

### 1. APPLICABILITY

1.1 se Terms and Conditions apply to all agreements and/or activities at or by Pole Dance Factory Amsterdam.

1.2 When subscribing, making reservations, and/or paying online for a single class, 10-class-package, membership, course or workshop, the client agrees with the Terms and Conditions of Pole Dance Factory Amsterdam.

1.3 Pole Dance Factory Amsterdam can change these 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 is the valid version and will always be available for reading on the website.

### 2. GENERAL

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

### 3. PERSONAL DATA

3.1 The online subscription 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 current events and 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 of classes, courses or workshops at Pole Dance Factory Amsterdam is fully at the client's own risk. By agreeing with the Terms and Conditions, the client declares he/she is aware and willing to accept this own risk. Pole Dance Factory Amsterdam is not liable for any injury, damage or loss due to participation of a class, course or workshop. 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 or guardian.

4.2 All loss of or damage to properties of Pole Dance Factory Amsterdam and/or the location holder, caused by the client will be at the responsibility and costs 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 the Pole Dance Factory Amsterdam.

### 5. CLASSES AND MEMBERSHIPS

5.1 The client can subscribe for classes when a single class, a 10-class-package or a membership had been purchased.

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

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

5.4 A 6 hour cancellation policy applies to all students. Students that cancel 6 or more hours before the class starts can choose another moment to use their class. In case of a "late cancel" (when a student cancels less than 6 hours before the start of the class) the tuition fees cannot be refunded and this class will be seen as a participated class.



5.5 When the client arrives more than 15 minutes after the start of the class, the teacher has the right to refuse access to the class.

5.6 Single classes, 10-class-packages and memberships are personal and can not be used by another person.

5.7 The periodic membership contribution has to be fulfilled in advance. When a payment has not been received by Pole Dance Factory Amsterdam, the client risks not to be admitted to classes. Contribution is expected to be paid by preauthorized debit on client's agreement and otherwise by iDeal or PayPal.

5.8 The commencing date for all memberships will be on the 1<sup>st</sup> day of the month. When a customer subscribes after the 1<sup>st</sup> day of the month, the extra days to the 1<sup>st</sup> of the month will be counted and added to the initial duration of the contract, the total fee will be adjusted for those extra days. For example when a client subscribes for a 3-months membership on the 15<sup>th</sup> of January, the contract will terminate the 30<sup>th</sup> of April, and the client will pay an additional proportional fee for the 16 days in January. The first payment (part of the month or whole month) will be made by iDeal or Paypal. The subsequent payments will be done via preauthorized debit. Except for the Gold-, Platinum- and Diamond card.

5.9 All memberships have a minimal contract duration of 3 months and can not be terminated within the contract period. Contribution must be paid during this period.

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

5.11 The contract will be extended automatically for an unspecified period after the initial contract period of respectively 3, 6 or 12 months. The client can terminate or alter his/her membership by e-mail after the expiration date with a term of notice of one month. When this e-mail is sent before the first day of the month, the contract can be terminated for the next month, in other cases the contract will be terminate first of the following month. During the term of notice the customer can still subscribe 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. It however, may cancel a class due to unforeseen events or if there are not enough participants. In this case Pole Dance Factory Amsterdam will contact the client about the cancellation in advance and the client may choose another class that week. Pole Dance Factory will not give any refunds.

## 6. FEES, PAYMENTS AND PRICE CHANGES

6.1 The client is obliged to pay for a reserved class before the first class starts. The client can pay via the online payment system, which uses either iDeal or PayPal. When purchasing a membership, all periodic payments after the first payment will be done by preauthorized debit, the client will agree to this preauthorized debit on the subscription form. Except for the Gold-, Platinum- and Diamond card. These cards will be payed via iDeal or PayPal, unless the client will give permission for preauthorized debit.

6.2 After online subscription for a Bronze or Silver membership and agreeing to the Terms and Conditions the client agrees to a continuous automatic bank transfer to Pole Dance Factory Amsterdam. The client chooses a membership with a contract period of either 3, 6 or 12 months, which cannot be terminated before the end of the contract period.

6.3 Payments for Gold-, Platinum- en Diamond card will be done by iDeal or PayPal, but on demand it is possible to pay by preauthorized debit. To change this, the client can send an email with this request and his/her IBAN number to [info@pdfamsterdam.com](mailto:info@pdfamsterdam.com).

6.4 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.

6.5 Pole Dance Factory Amsterdam may change fees and prices from time to time. All current memberships will stay unaltered for the duration of the contract. Price changes will be announced in advance on the website and/or by e-mail.



6.6 The client needs to make sure that bank transfers will occur without issues. It is possible to reverse an automatic debit within 56 calendar days. When the payment is unjustly reversed, e.g. because of contract obligations, Pole Dance Factory Amsterdam will charge an administration fee of €5,-.

## 7. ABSENCE AND 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 10-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 vacation. Freezing the contract will only be possible with a 12 months membership and only for the duration of 1 month. Requests for freezing the contract must be done via e-mail at [info@pdfamsterdam.com](mailto:info@pdfamsterdam.com) at least 2 weeks in advance.

## 8. WORKSHOPS

8.1 The client can participate scheduled workshops by subscribing in advance at Pole Dance Factory Amsterdam and pay the required fees. Subscriptions for workshops can be made online through the website.

8.2 Cancellation of a subscription for a workshop is not possible. When the payment is made your subscription is definitely.