



AquaPrenatal by Clo Movement

Terms & Conditions

Clo Movement

Clo Movement Coaching Services

Trade Licence: 1624105

Dubai, United Arab Emirates

1. About AquaPrenatal by Clo Movement

AquaPrenatal by Clo Movement is a prenatal water-based exercise programme designed to support women during pregnancy through safe, guided movement and exercise in the water.

AquaPrenatal is a fitness and exercise programme and **does not constitute medical care, medical advice, diagnosis or treatment**. Participation is voluntary and each participant remains responsible for ensuring that exercise is appropriate for her individual circumstances.

By booking and paying for an AquaPrenatal course, you confirm that you have read, understood and agreed to these Terms & Conditions.

2. Booking & Payment

- Payment must be received in full in order to confirm and reserve your place on an AquaPrenatal course.
- Places are limited and are allocated on a first-paid, first-confirmed basis.
- By completing payment, whether online or by another accepted payment method, you confirm that you have read and accepted these Terms & Conditions.
- Course dates, times, venue and duration are confirmed at the time of booking.
- Your booking is for the specific course, dates and time stated at the time of purchase and cannot automatically be transferred to another course, time or venue.

3. Cancellation & Refund Policy

- Course fees are **non-refundable once the booking has been confirmed**, except where otherwise required by applicable law or expressly agreed by Clo Movement.
- Cancelling a booking or choosing not to attend does not automatically entitle you to a refund or transfer to a future course.
- Missing a class does not entitle you to a refund. Please refer to the Make-Up Class Policy below.
- If you are unable to participate in AquaPrenatal due to a pregnancy-related medical reason, you should contact Clo Movement as soon as possible. Any credit or alternative arrangement will be considered on a case-by-case basis and may require appropriate medical confirmation.
- Any credit offered by Clo Movement is personal to the participant and may not be transferred to another person unless expressly agreed.

4. Make-Up Class Policy

Each AquaPrenatal 5-class package is valid for 6 weeks from the date of the first booked class and includes one make-up class per participant, subject to availability and the conditions below:



- You must notify Clo Movement at least 12 hours before your scheduled class if you are unable to attend.
- The make-up class must be taken during the same booked course and is subject to availability.
- Make-up classes cannot be carried forward beyond the 6-week validity period or transferred to a future package.
- Make-up classes may be taken at a different day, time or venue from your regular class.
- A make-up class is not guaranteed to be available at your usual day or time.
- **If you fail to provide the required 12-hour notice, or if you simply do not attend your scheduled class, the class will be considered used and no make-up will be available.**
- Make-up classes may result in attending classes on consecutive days and/or 2 classes in a week.

Clo Movement reserves the right to determine available make-up dates, times and venues.

5. Eligibility & Medical Clearance

AquaPrenatal is designed for participants with an uncomplicated, low-risk pregnancy.

Before attending your first class, you must complete Clo Movement's Health Declaration Form, confirming your gestational week and disclosing any pregnancy-related complications, medical conditions or other factors relevant to your participation.

You must obtain clearance from your doctor or midwife to take part in prenatal water-based exercise before attending your first class, in particular if you have, or have had, any of the following: pre-eclampsia or high blood pressure in pregnancy, placenta praevia or other placental complications, a history of preterm labour, a multiple pregnancy, or any other condition your healthcare professional considers relevant.

Clo Movement may decline or postpone a participant's attendance where a completed Health Declaration Form has not been provided, or where the information given indicates that prenatal water-based exercise may not be appropriate for that participant at that time.

6. Health & Wellbeing During the Course

Your safety and the safety of your baby are our priority.

You are responsible for keeping Clo Movement informed of your health and pregnancy throughout the course. You agree to:

- Inform Clo Movement of any relevant medical condition, pregnancy-related complication, injury or change in health that may affect your ability to participate safely, and keep your Health Declaration Form up to date.
- Inform the instructor of any change in your health or pregnancy during the course.
- Follow any medical advice or restrictions provided by your doctor, midwife or other qualified healthcare professional.
- Stop exercising and inform the instructor immediately if you experience pain, dizziness, shortness of breath beyond what would normally be expected from exercise, bleeding, contractions, fluid leakage, or any other unusual or concerning symptoms.
- Seek appropriate medical attention when necessary.

Clo Movement and its instructors reserve the right to ask a participant to stop exercising or to modify or discontinue participation where there is a reasonable concern regarding her safety or the safety of her pregnancy.



If your healthcare professional advises you not to exercise or not to participate in water-based exercise, you should not attend AquaPrenatal until you have been advised that participation is appropriate.

You agree to indemnify Clo Movement against any loss, liability or cost arising from inaccurate or incomplete health information provided by you, except to the extent this results from Clo Movement's own negligence or wilful misconduct.

7. Participation & Instructor Guidance

AquaPrenatal classes are delivered by qualified instructors who will provide exercise guidance and modifications appropriate to the class.

Participants are expected to:

- Follow the instructions given by the instructor.
- Work within their own abilities and comfort level.
- Inform the instructor if an exercise causes discomfort or feels inappropriate.
- Avoid pushing through pain or symptoms.
- Respect the instructor's decision to modify or discontinue an exercise where appropriate.

Every pregnancy is different. Exercises and recommendations may therefore be adapted according to individual needs and circumstances.

Participation in AquaPrenatal does not replace individual medical advice from your healthcare professional.

8. Pool & Venue Safety

For your safety and in accordance with venue requirements:

- Please do not enter the pool until your scheduled class time and until instructed to do so by the instructor.
- Walk, do not run, around the pool area. Poolside surfaces may be wet and slippery.
- Follow all safety instructions given by the AquaPrenatal instructor and venue staff.
- Do not use any pool or venue facilities that are not included as part of the AquaPrenatal session unless permitted by the venue.
- Please keep personal belongings in the designated area and take reasonable care of your valuables.
- If you attend with children or other accompanying persons, you remain fully responsible for supervising them at all times. Children must never be left unattended around the pool.
- Participants must comply with all venue rules and regulations.
- Venue-specific safety requirements may change from time to time and participants must follow the latest instructions provided by the venue or Clo Movement.

AquaPrenatal classes take place at venues operated by third parties. Clo Movement is responsible for the instruction and delivery of the AquaPrenatal programme. Clo Movement is not responsible for the acts, omissions or negligence of the venue or its staff, including matters such as pool maintenance, water quality, lifeguard cover or general venue safety, except to the extent that Clo Movement is itself negligent in its use of the venue.

9. Class Cancellation or Changes by Clo Movement



Clo Movement may occasionally need to cancel, reschedule or change a class due to circumstances outside its reasonable control ("Force Majeure"), including but not limited to:

- Pool or venue closure
- Weather or environmental conditions
- Safety concerns
- Instructor illness or unavailability
- Government requirements
- Venue requirements
- Other unforeseen circumstances

Where Clo Movement cancels a class, a suitable make-up class or alternative arrangement will be offered where reasonably possible.

Clo Movement will not normally provide a cash refund for an individual class cancelled due to Force Majeure where a suitable make-up or alternative arrangement is provided.

Where a class cannot reasonably be rescheduled or an alternative arrangement cannot be provided, Clo Movement will determine an appropriate solution in accordance with applicable law and the circumstances of the cancellation.

10. Giving Birth During an AquaPrenatal Course

If you give birth before completing your booked AquaPrenatal course, please notify Clo Movement as soon as reasonably possible.

The unused sessions from your AquaPrenatal course may be credited towards Clo Movement's Restore I (postnatal programme dedicated to early rehab focused on Breathing, Pelvic Floor and Core), subject to availability and the terms of that programme.

The credit must be used within 6 months of the date of giving birth and is subject to availability.

The credit applies only to the unused sessions from the current AquaPrenatal course and cannot be exchanged for cash, refunded or transferred to another person.

11. Photography & Social Media

Clo Movement may occasionally take photographs or videos during classes or events for communication, educational or marketing purposes.

Your participation in AquaPrenatal does **not** automatically mean that you consent to your image being used for marketing purposes.

Where photography or video is intended for social media or promotional use, Clo Movement will seek the appropriate consent.

If you do not wish to appear in photographs or videos, please inform Clo Movement in writing or select the relevant option when completing the booking/consent form.

12. Personal Belongings

Participants are responsible for their own personal belongings while attending AquaPrenatal.

Clo Movement and the venue cannot accept responsibility for loss, theft or damage to personal belongings brought to the venue, except where liability cannot legally be excluded.



13. Data Protection & Confidentiality

Clo Movement collects personal information from participants, including pregnancy and health-related information, in order to deliver the AquaPrenatal programme safely.

This information is used only to provide the programme, to support participant safety during classes, and for administrative purposes connected to a participant's booking.

Clo Movement will keep this information confidential and will not share it with third parties except where necessary for a participant's safety (for example, in a medical emergency), where required by law, or with the participant's consent.

By providing this information, you consent to its collection and use as described in this clause, in accordance with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data.

You may request access to, or correction of, your personal information by contacting Clo Movement.

14. Assumption of Risk & Liability

Participation in physical exercise and water-based activities carries inherent risks, including but not limited to slips, falls, muscular discomfort, injury and other physical or health-related risks.

By participating in AquaPrenatal, you acknowledge that:

- You voluntarily participate in the programme.
- You understand that exercise and water-based activities involve inherent risks.
- You are responsible for informing Clo Movement of any relevant health or pregnancy-related circumstances that may affect your participation.
- You will follow reasonable instructions provided by the instructor and venue staff.
- You will exercise within your own capabilities and stop if you feel unwell, unsafe or experience concerning symptoms.

To the extent permitted by applicable law, Clo Movement, its instructors, employees, contractors and representatives will not be responsible for loss, injury or damage arising from participation where such loss, injury or damage results from circumstances outside their reasonable control or from the participant's failure to follow reasonable instructions or disclose relevant information.

To the extent permitted by applicable law, Clo Movement's total liability to a participant arising out of or in connection with an AquaPrenatal course shall not exceed the total fees paid by that participant for the course in question.

Nothing in these Terms & Conditions is intended to exclude or limit any liability that cannot legally be excluded or limited under applicable law.

15. Changes to the Programme or Terms

Clo Movement reserves the right to make reasonable changes to class schedules, venues, instructors, programme structure or these Terms & Conditions where necessary for operational, safety, legal or venue-related reasons.

Where a change materially affects a booked participant, Clo Movement will provide reasonable notice where practicable.

The latest version of these Terms & Conditions will apply to future bookings.

16. Governing Law & Jurisdiction



These Terms & Conditions are governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai.

Any dispute arising out of or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the courts of Dubai.

17. Acceptance of Terms

By completing payment and booking an AquaPrenatal course, you confirm that:

- You have read and understood these Terms & Conditions.
- You agree to comply with the class, pool and venue safety requirements.
- You understand that AquaPrenatal is a fitness programme and does not replace medical care or medical advice.
- You have completed a Health Declaration Form and provided accurate information regarding your health and pregnancy to the best of your knowledge.
- You accept the inherent risks associated with participation in physical exercise and water-based activities.
- You agree to follow reasonable instructions provided by the AquaPrenatal instructor and venue staff.

By completing payment, you confirm your acceptance of these Terms & Conditions.

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