



SYDNEY POLE

MEMBERSHIP TERMS & CONDITIONS

1. PARTIES

This agreement is made between Sydney Pole of 176 Parramatta Road, Annandale ABN 82 150 836 703 and the member whose name appears in the application for membership contract. The member's name who appears in the application acknowledges that they are over the age of 18. You acknowledge that you have received a copy of your Membership Agreement. We have seven days after the formation of the Sydney Pole Membership Contract ("contract") to rectify any error or miscalculation provided in the contract.

2. SYDNEY POLE POLICIES

You must ensure that you read, understand and abide by the Policies ("Policies") which are notified to you through signage or our website (www.sydneypole.com/sydney-pole-policies)

3. ENTIRE AGREEMENT

The Policies, these Terms & Conditions, the Application for Membership and Contract form the entire agreement between the parties (The Contract). Any previous documents whether provided by Sydney Pole, its agents or employees is excluded from this agreement.

4. MEMBER APPLICATION

- a) Membership is subject to the Terms & Conditions of this Contract as amended from time to time.
- b) Submission of an Application Form is an offer to Sydney Pole to become a Member of the Studio subject to these Terms & Conditions. Sydney Pole reserves the right to reject any application for Membership.
- c) Upon joining the Sydney Pole, the Member consents to having their photograph taken by Sydney Pole to confirm their identity upon entry, and consents to having their photograph being taken at any time whilst using the facilities, excluding changing room & bathrooms. Sydney Pole reserves the right to use any such photographs for press or promotional purposes.

5. BILLED FORTNIGHTLY MEMBERSHIPS TYPES

Use of the Studio's services and facilities are governed by the membership type listed. The studio reserves the right to introduce, withdraw and vary categories & prices of Membership.

- a) BASIC MEMBERSHIP: 2 classes per week, billed at \$95 per fortnight.
- b) SILVER MEMBERSHIP: 4 classes per week, billed at \$143 per fortnight.
- c) GOLD MEMBERSHIP: 6 classes per week, billed at \$170 per fortnight.
- d) PLATINUM MEMBERSHIP: 8 classes per week, billed at \$224 per fortnight.

Your first payment will be made on the date of membership purchase & subsequent charges will be made fortnightly after this date.

6. HEALTH AND INJURIES

It is your responsibility to seek medical clearance prior to commencing any exercise program. You further warrant and represent that you will not use Sydney Pole or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts, or sores, or minor infections where there is a risk, however small, to other members and guests. We reserve the right to refuse entry or terminate memberships based on health reasons for the safety of our members

7. ONGOING AGREEMENT

- a) This is an ongoing membership agreement.
- b) The agreement will continue until either you or Sydney Pole terminate it in the way described in this agreement.
- c) If you terminate the agreement or stop the automatic debit arrangement in a manner not prescribed in the agreement, then you may be liable to the studio for damages for breach of contract.

8. COOLING OFF PERIOD

You can cancel your membership during "Cooling Off Period". This means you can cancel anytime in the first 7 days of your membership (from the date of purchasing your membership) with written notice. You will be liable to pay the casual rate (\$35 per class) for classes attended during those 7 days.

DURING MEMBERSHIP

9. PAYMENT

- a) Membership is payable fortnightly in advance. In the event that the Member falls into arrears in respect of any fees payable, all arrears must be settled before the Member can use the Studio.
- b) Payments must be debited from your bank account or credit card. It is your responsibility to ensure you have sufficient funds in the nominated account when the fortnightly payments are to be debited and if the debit is unsuccessful you will be responsible for any administration fees and or collection fees.
- c) Sydney Pole reserves the right to levy an administration fee if required to forward the account to a 3rd party collection agency.
- d) Sydney Pole reserves the right to use the services of a third party billing company to deduct payments.
- e) Sydney Pole reserves the right to charge a fee of \$11.90 for dishonoured or late payments.
- f) If membership payments are overdue, Sydney Pole reserves the right to deduct these membership dues from your bank account or credit at any time.

10. INCLUSIONS & MAKE-UP CLASSES

- a) BASIC MEMBERSHIP includes 2 classes per week. You will be charged fortnightly & allocated 20 classes for a 10 week period. These classes have a 12 month expiry so any classes missed (as per Sydney Pole Cancellation Policy) may be made up at any point over the following 12 months).
- b) SILVER MEMBERSHIP includes 4 classes per week. You will be charged fortnightly &

allocated 40 classes for a 10 week period. These classes have a 12 month expiry so any classes missed (as per Sydney Pole Cancellation Policy) may be made up at any point over the following 12 months).

c) GOLD MEMBERSHIP includes 6 classes per week. You will be charged fortnightly & allocated 60 classes for a 10 week period. These classes have a 12 month expiry so any classes missed (as per Sydney Pole Cancellation Policy) may be made up at any point over the following 12 months).

d) PLATINUM MEMBERSHIP includes 8 classes per week. You will be charged fortnightly & allocated 80 classes for a 10 week period. These classes have a 12 month expiry so any classes missed (as per Sydney Pole Cancellation Policy) may be made up at any point over the following 12 months).

e) FREE PRACTICE TIME: All memberships include practice time (as per Sydney Pole timetable) for free.

f) BONUS CLASSES: We value our members & wish to reward them for their loyalty. Every 10 weeks members will be allocated 2 Bonus Classes to be used for any class at Sydney Pole, excluding Lyra classes.

g) Membership classes may be used for any class at Sydney Pole, excluding Lyra classes.

11. BOOKINGS & CANCELLATION POLICY

a) All bookings are to be made online or via our Sydney Pole app and you must sign in upon entry to the class. Should you not be booked to a class you are not guaranteed a spot.

b) Sydney Pole has an 8 hour cancellation policy. If you cancel with 8 hours' notice, you keep the class and can book another. If you cancel within the 8 hours, you forfeit the class.

c) No Show to a booked class – If a member no shows with no notification 3 times or more in a 2 month period, the studio may suspend the member for a month and/or pay the casual rate (\$35) for missing this class.

12. UPGRADING OR DOWNGRADING YOUR MEMBERSHIP

a) Members may upgrade their membership at any time, free of charge.

b) If a member wishes to downgrade their membership, they must pay a \$40 administration fee. Fees will be taken via Direct Debit or charged to their nominated credit card.

13. FREEZING YOUR MEMBERSHIP

a) Members may apply to freeze their Membership subject to 1 full calendar month's notice.

b) Each member can take up to 1 month free freeze per year, a fee of \$10 per month applies otherwise. The minimum freeze period is 14 days, with a maximum of four full consecutive calendar months.

c) Freeze periods will not count towards a Member's contractual term, and will extend any applicable minimum term by the number of freeze months taken. Membership may not be frozen during the notice period of cancellation.

d) Members freezing for more than 1 month will have their freeze fee/s taken via Direct Debit or charged to their nominated credit card.

e) Freezing for reasons of illness, injury or pregnancy will be reviewed and leniency may be applied in relation to the fee and notice period; appropriate medical documentation must be attached to the request for this to be considered.

14. SECURITY

a) The studio is under 24 hour camera surveillance. Whether you're working out, entering/leaving the building, your activities are recorded. The video is used for security

purposes only. The security system does not protect you in or on the building premises. You must use caution entering & leaving the studio. Report suspicious behaviour to Reception.

b) Vulgar language, verbal or physical abuse, abuse of equipment or any other inappropriate behaviour will not be tolerated and will result in suspension or cancellation of your membership, with cancellation fee.

c) You are solely responsible for any damage which you may cause to Sydney Pole, its facilities, services, products or equipment, if such damage is caused by your wilful act and / or negligence.

15. ASSIGNMENT

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

POST MEMBERSHIP

16. CANCELLATION

a) All Cancellation requests must be made in writing to Sydney Pole at least 30 days prior to the cancellation date. Requests via phone, Facebook, email or other medium may not be processed unless adequate written documentation is provided in the case of a dispute.

b) Should the Member be unable to attend the studio to complete a Cancellation Form, the Member may send an email to the studio or send a written request to the studio addressed to the Studio Manager. The Member takes full responsibility for ensuring that the studio has received the notification, and should be aware that the notice period will apply from when the notification is received by the studio.

c) After 7 day cooling off period at start of membership has expired, you are not entitled to cancel your membership during the initial term (12 months) except by following the terms set out in this contract.

d) Paying a cancellation fee – you may cancel your membership within the first 12 months by paying a \$100 cancellation fee.

e) Medical – You may cancel this agreement for medical reasons. Your doctor must provide certification that you're unable to use the studio over an extended period of time, and that using its facilities and services would impair your health.

f) Relocation – You may cancel this agreement by giving 30 days written notice if you move your permanent residence 20km from any Sydney Pole location. We will require proof of relocation. You must provide information supporting your move and that it is permanent.

g) Should a Member be bound to a Contract, and is unable to use the studio for the remainder of the term, the Member may apply to transfer the Contract to another person. The Member is responsible for finding someone to sign into the Contract, who has not been a Member of the studio within the last 3 months. A Transfer Fee of \$40 will apply. Both the existing Member and the new Member Must attend the studio to complete the transfer application, which will not be deemed complete until a Membership Application Form has been completed and signed by the new Member.

h) If you have cancelled in your cooling off period please allow up to 10 working days after cancellation to process any refund. This period begins when agreement has been signed.

i) As classes are allocated in bulk for a 10 week period, if the member has used more classes than has been paid for the member is liable to pay for these classes ahead of cancellation.

j) Upon cancellation, all unused classes will be forfeit.

17. TERMINATION OF MEMBERSHIP BY SYDNEY POLE

The studio may terminate a Membership without notice and with immediate effect if:

- a) the Member breaks these Terms & Conditions or the Studio Policies, either repeatedly or one serious breach.
- b) Any fees remain unpaid after repeated requests for payment by studio.
- c) The studio is of the opinion that the Member is not suitable for continued Membership.
- d) The Member puts the health, safety or well-being of staff or Members at risk. All decisions made by Sydney Pole under this clause are final and binding.

18. YOUR PERSONAL INFORMATION

Members are responsible for advising the studio of changes to their personal information. Sydney Pole will send primary communication via SMS and/or email. It is the member's responsibility to ensure these details are current and up to date. Any notice sent by the studio in accordance with this clause will be deemed received by the Member.

19. LIMITATION OF LIABILITY

Sydney Pole will not be held liable for any loss, damage or theft of property belonging to or brought onto the premises by a Member or Guest. Sydney Pole will not be held liable for any death, personal injury or illness occurring on the premises or as a result of use of Sydney Pole facilities, unless such event is due to the studio being negligent.

20. CHANGES TO TERMS & CONDITIONS

The studio may amend these Terms & Conditions, and will display when changes are made on the Sydney Pole website. Any changes will be effective immediately.

21. THE TERMS OF YOUR CONTRACT

- a) A signed Application Form, the Terms & Conditions, and the Studio Policies make up the binding Contract of Membership with Sydney Pole. Members are advised to read the Terms & Conditions and Sydney Pole Policies in full before signing the Application Form.
- b) The failure of Sydney Pole to enforce any of their rights at any time for any period shall not be construed as a waiver of these rights. Any failure to identify or act upon a breach of the Terms & Conditions or Studio Policies shall not be deemed to be an affirmation by the studio that the behaviour of the Member or Guest is acceptable.
- c) Except where permitted by this Contract, neither the studio nor the Member may alter the terms of this Contract without the express agreement of the other.
- d) Australian Consumer Law, Exclusions and limitations – you have certain rights under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law in connection with goods and services that we supply to you. The only conditions, warranties or guarantees which are binding on us in respect of the services or any goods or advice supplied by us, our employees, servants or agents to you are those imposed or required to be binding by the statute (including the Competition and Consumer Act 2010 (Cth)) and those (if any) expressly set out in this agreement. To the extent permitted by law, all other conditions, warranties and guarantees are expressly excluded.