

# **Terms & Conditions**

As a student, you acknowledge that you have read and understood the following terms and conditions and agree to be bound by them.

We may sometimes add, change, or remove our terms and conditions. We will give you 14 day's notice of any changes to any terms and conditions by publishing them on our website and emailing you.

## 1. Memberships

We offer the following types of memberships:

1 X CLASS	2 X CLASSES	3 X CLASSES	4 X CLASSES	ADVANCED
PER WEEK	PER WEEK	PER WEEK	PER WEEK	CLASSES
\$28 PER WEEK	\$48 PER WEEK	\$66 PER WEEK	\$86 PER WEEK	1 X \$35 P/W 2 X \$65 P/W
	Includes 1 x Open	Includes 1 x open	Includes 1 x open	
	Training	training & Aerial	training & Aerial Strength & Con	
		Strength & Con	Strength & Con	
60 MIN CLASSES	60 MIN CLASSES	60 MIN CLASSES	60 MIN CLASSES	90 MIN CLASSES

# 1.1 Your Responsibilities

By signing your membership agreement, you agree to be bound by the terms and conditions of the Direct Debit Service Agreement. You must ensure that you are aware and understand these terms and conditions.

You must advise in writing which class you will be using your membership to attend.

## **1.2 Commencement of membership**

Your membership commences on the date specified as the Commencement Date on your membership agreement.

## 1.3 Minimum Term

You are committed to your membership for 8 weeks from the commencement date.

## **1.4 Your Payments**

Your first payment is payable on the day you sign your membership agreement. This first payment is not refundable, even if you cancel your membership within the cooling off period.

We will debit your membership fees from your nominated financial institution weekly on the day specified in the membership agreement.

## 1.5 Cooling off Period

You have 48 hours from the date of your membership agreement to cancel your membership by writing to us.

## 1.6 Change of Membership

#### 1.6.1 Downgrades/Upgrades

You can upgrade or down grade your membership at any time by notifying us in writing.

IMPORTANT NOTE: The initial minimum term of 8 weeks will recommence from the new commencement date.

## 1.7 Cancelling Classes & Make up Classes

A minimum of 4 hours notice is required to cancel a class. If you give more the 4 hours notice, you will be entitled to make up that class and book into another class subject to availability. Less then 4 hours notice and your forfeit that class.

If you miss any class in a week you have 12 weeks to make up those classes, after which they will expire. Level classes can be used as make up classes if you have the prerequisite for the level and depending on availability.

## 1.8 Deactivation of membership

If your fees are in arrears for more then 14 days, we will suspend your membership until your payments are up to date. You will also be charged a late payment fee of \$14.80 for a failed payment. This will be debited from your account by or service provider and you authorise this

## **1.9 Suspension of payments**

During the Christmas/New Year closure your direct debit payments will automatically suspend whilst the studio is closed. Final payment will be the week the studio closes and the first payment will be the first week the studio reopens in the new year.

#### 1.10 Freezing your membership

You can freeze your membership for a maximum of 12 weeks each calendar year by giving us 14 day's notice in writing. Minimum freeze is 2 weeks.

If you freeze your membership within the minimum term, any time freezes are not considered as payment toward your membership agreement.

You cannot freeze your membership if you have any outstanding fees that are overdue or owe money.

We will not backdate your request to freeze your membership so please ensure that you make any request to freeze your membership with a minimum of 14 days notice.

## 1.11 Late Payments

You will be charged a dishonour fee of \$14.80 if your direct debit fails for any reason.

We will continue to debit your nominated account without notice until we have recovered the total amount outstanding.

# 1.12 Cancellation Policy

## 1.12.1 During your minimum term

If you are injured or ill and want to cancel your membership, you must provide the studio with a medical certificate. Once we have received your medical certificate, we will suspend your membership for 10 weeks. If you then provide a further medical certificate and if your medical professional certifies that you are unable to continue after this time, we will cancel your membership.

If you want to cancel your membership within the minimum term for any reason other then injury or illness you will be liable for and must pay the balance owing of the minimum term.

## 1.12.2 After minimum term

In order to cancel your membership after your minimum term, you must put in writing to the studio providing 14 days notice of your intention to cancel your membership.

## 1.12.3 Cancelling membership by us.

If your do not comply with these terms and conditions, your membership agreement, our policies and or the direct debit service agreement, we may cancel your member and you cannot make a claim against us.

## 2. Casual / Class passes.

We off the following casual/class pass options:

CASUAL FLOOR	CASUAL AERIAL	PRIVATE	PRIVATE	OPEN
CLASSES	CLASSES	LESSONS	LESSONS	TRAINING
		MEMBERS	NON	
SINGLE \$20	SINGLE \$32		MEMBERS	\$15 MEMBERS
5 X PASS \$90	5 X PASS \$150	1:1 = \$85		
		2:1 = \$125	1:1 = \$100	\$20 NON
			2:1 = \$145	MEMBERS
60 MIN CLASSES	60 MIN CLASSES			

#### 2.1 Extension of class passes

If you hold and active class pass and can provide medical evidence providing that participation in any type of class will cause physical harm or injury, we can extend the duration of your pass for the length of time you are unable to participate.

#### 2.2 Cancelling a class

A minimum of 8 hours notice is required to cancel a class. If you cancel with more the 8 hours notice, you don't lose the class unless your pass expires. If you cancel within 8 hours you will lose your class.

## 2.3 Refunds

If you purchase a casual class or prepaid class pass, we will only refund or part refund the fee whilst the pass is valid if you can provide medical evidence proving that participation in any type of class will cause you physical harm or injury. We will refund the fee where the law requires us to refund the fee. We will not refund the fee if the pass has expired.

## 3. Our Rights

If we do not enforce our terms and conditions under any agreement with your ar any time, we have not waived those rights.

We have 7 days after you have signed your membership agreements to correct and recover any miscalculation in your membership agreement.

## 4. Private Lessons

Private lessons are a speciality session booked by appointment only through the studio/Instructor.

## 4.1 Bookings

The private lesson payment is taken in advanced for your first booking. If not paid in advance booking is not confirmed. Payment for further bookings are to be paid prior to your lesson commencing.

## 4.2 Cancellations

A minimum of 8 hours notice is required to cancel a private lesson. The payment is not refundable but may be transferred to another time at the discretion of the studio/ instructor and subject to availability.

## 5. Workshops

Workshops are speciality classes held at the studio.

## 5.1 Bookings

Payment for workshops must be made in full upon booking the workshop. Bookings are essential.

## 5.2 Cancellations

A minimum 8 hours notice is required to cancel a workshop. The workshop fee is not refundable but can be transferred to another workshop subject to availability and if cancelled 8 hours prior to the workshop. If you cancel within 8 hours of the workshops, your fee is not refundable or transferrable to another service.