



Pole Fitness

Membership Agreement

I, {1:Member Name}, residing at {1173:Member Address}, do hereby agree to pay {43:Membership Fee} for {1474:Membership Name} with a minimum term of {661:Membership Minimum Term}.

Membership Name: {1474:Membership Name}

Membership Price: {43:Membership Fee}

Minimum Term: {661:Membership Minimum Term}

Sign up Fee: {42:Membership Signup Fee}

Start Date: {8:Membership Start Date}

First Payment Date: {91:Membership First Payment Date}

{1476:Agreement Signed}

Terms and Conditions

MEMBERSHIP TERMS AND CONDITIONS

1. Inverse Fitness

1.1 Inverse Fitness is owned by Inverse Fitness Limited

2.MEMBERSHIP PERIOD

2.1. You agree to join INVERSE FITNESS for the Minimum Term specified on your Membership Agreement. For the whole of that Minimum Term, you will pay all weekly, fortnightly, or monthly membership fees irrespective of actual usage of INVERSE FITNESS facilities.

2.2. This Membership Agreement starts on the date specified in your Membership Agreement, once you have accepted the terms during the online joining process. By accepting the terms you are agreeing to pay any applicable Joining Fee and weekly, fortnightly or monthly membership amounts. These are shown at the start of the joining process and also before you confirm your payment instruction.

2.3. You may choose during the online joining process to start your membership either immediately or up to one month from the date that you accept the terms.

2.4. You are entitled to access and use the INVERSE FITNESS premises, facilities, equipment and services during open hours for the full duration of the membership provided you continue to pay your monthly direct debit membership fees. It does not however cover food or drink or the cost of personal training services, privates or extra classes on top of your membership.

3.ACCEPTANCE OF MEMBERSHIP

3.1. The decision to accept the application of a potential member shall be at the sole discretion of INVERSE FITNESS. INVERSE FITNESS reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the payment of all monies due to INVERSE FITNESS. If the membership application is accepted by INVERSE FITNESS, membership of INVERSE FITNESS by the applicant shall commence as stated on the Membership Agreement.

3.2. The acceptance of an application for membership shall constitute a legally binding agreement between the member and INVERSE FITNESS. The member hereby agrees also to be bound by the Club Rules, a copy of which can be provided by asking at Reception.

4. PHYSICAL HEALTH OF MEMBER

4.1. It is a condition of membership with INVERSE FITNESS that each member completes a Health Questionnaire prior to the completion of the sign up process at the club as part of their studio Induction. You will not be permitted to use INVERSE FITNESS's facilities until you have completed the Health Questionnaire.

4.2. INVERSE FITNESS reserves the right to restrict, suspend or terminate your membership if INVERSE FITNESS is of the reasonable opinion that you are unfit to utilise INVERSE FITNESS on our studio schedule. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide with a INVERSE FITNESS medical certificate confirming that you are fit to train.

4.3. By completing the questionnaire, the member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

4.4. A Gym Induction is available free as part of the membership for all new members, the member has the choice to opt-out of the induction at their own risk. In the event the member does not organise and attend an induction with the club, this will be deemed to be their confirmation that they have opted out of having an induction and are fully confident about using the equipment safely and as the manufacturer designed the equipment for. In the event that a member opts out of a gym induction they agree that they have done so following reading and agreeing to the following Induction Waiver:

Induction Waiver:

It is formally noted that you have opted out of our Studio Induction training and will undertake to consult staff on an ongoing basis in manned hours in relation to the safe use of our facilities and equipment and that you accept responsibility for your own wellbeing during unmanned hours. INVERSE FITNESS recognises the importance of every new member undergoing our Studio Induction training. This is carefully designed to ensure that the individual is given advice in the safe use of our facilities and equipment. We strongly recommend each new member to undergo our Studio Induction training. It is hereby noted that notwithstanding our clear advice, you are a confident and experienced gym user and have made an informed decision not to undertake our Studio Induction training. In these circumstances, INVERSE FITNESS will allow you to use the facilities, provided that you seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise.

5. COOLING OFF PERIOD

5.1. All new memberships are subject to a cooling off period of 5 days.

5.2. A request for termination of membership during the cooling off period must be made by Written Notice and will be deemed as received on the date that it was received by INVERSE FITNESS. INVERSE FITNESS will provide a Written Notice of confirmation within 1 business day. In the event that you do not receive written confirmation from INVERSE FITNESS within the required response time, it will be deemed that your Written Notice was not received and it is your responsibility to contact INVERSE FITNESS directly.

5.3. If you cancel within this time, then unless you have paid for them you must return any goods that you have received, and must pay for services provided to you, including any studio or class usage and personal training sessions you have received, and we will refund any credit balance to you.

6. MINIMUM AGE

6.1. All members of INVERSE FITNESS must be a minimum of 16 years of age to be unaccompanied by their legal guardian. All students between the ages of 7-15 must have a parent present during classes unless prior arrangement is made with Steph and must have a parent or guardian co-sign this Agreement at INVERSE FITNESS to confirm the acceptance of the Terms & Conditions of membership on behalf of the Minor.

6.2. Minors under 16 years of age must comply with the following restrictions:

(a) access to INVERSE FITNESS can only be during Staffed Hours;

(b) a pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and

(c) a Studio Induction with Steph must be completed

6.3. Minors aged between 16-17 years of age must comply with the following restrictions:

(a) a pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and

(b) a Studio Induction with Steph must be completed prior to the commencement of exercise.

7. MEMBERSHIP CHARGES & PAYMENT OPTIONS

7.1. Members may elect to pay their membership fees in weekly, fortnightly or monthly instalments (Direct Debit).

7.2. You agree to pay:

(a) The joining fee (if there is one), any transfer fee, the membership type and the associated lump-sum or monthly direct debit membership fees, minimum payment term and payment dates are set out in the Membership Agreement on the application form on accepting the terms during the online joining process (the Minimum Term is the first period of membership). A Joining fee covers introductory services provided to you including a gym induction and health and safety requirements;

(b) A payment in advance covering all Regular Payments which fall due before your direct debit will be activated on a standard payment date;

(c) Further Regular Payments, to be made in advance by direct debit to us from your designated account beginning on the date specified in the Membership Agreement. You agree to notify us and update your billing details online through our members portal if you change your account.

7.3. INVERSE FITNESS reserves the right to increase membership fees on a yearly basis once the Minimum Term is completed.

7.4. A member will be charged a \$10.00 dishonour Fee in the event that a monthly/fortnightly/weekly direct debit payment is dishonoured by their financial institution.

7.5. Additional fees, being bank charges or administrative charges incurred by the Direct Debit provider IntegraPay will apply for any overdue or late payments.

7.6. INVERSE FITNESS will not be liable for any additional fees, being bank charges or administrative charges incurred by the member from the members' financial institution in the event that a monthly direct debit payment is dishonoured.

7.7. If you fall behind with your membership fees and this is not caused by a bank error, we may choose to suspend or cancel your membership and may result in a debt collection agency being engaged to recover any outstanding payments owed, plus any additional fees at your expense.

8. CLUB RULES

8.1. You agree to comply with the Club Rules which are available at www.inversefitness.co.nz. If you carry out any activity which we consider is offensive or a danger to you or any other person, we reserve the right to require you to leave the studio immediately.

9. MONITORING

9.1. INVERSE FITNESS is monitored by cameras 24hr per day for your safety, the safety of the studio and its members. Please be aware of your surroundings and exercise caution when working out. Please be aware that video records will be kept for up to 30 days and may be viewed by management and/or emergency personal or police in the case of emergency or misdemeanour.

9.2. Your personal details will be held securely in accordance with the Privacy Act 1994.

10. LOANING YOUR CONCESSION CARD OR LOGIN DETAILS.

10.1. Loaning your Concession Card or Membership login details to another person is strictly forbidden. Doing so will result in \$150 fine. In addition, your membership will be suspended until the fine has been paid.

10.2. You will be notified and failure to pay your fine within 30 days of notification and/or failure to pay any other membership or program fees due will result in a debt collection agency being engaged to recover the costs at your expense.

10.3. INVERSE FITNESS reserves the right to terminate the membership of the member who loans their Access Card to another person with no refund being made by INVERSE FITNESS.

10.4. Allowing another person, especially non-members into the studio under another name poses a safety risk to you, other members, the person themselves and the club, and as such we will take all measures to enforce this rule.

11. CLASS BOOKINGS AND CANCELLATIONS

11.1 You must be physically present 5 minutes prior to the start of your scheduled class or your spot may be given to a wait-listed member.

11.2 For all our morning classes you need to cancel your attendance no later than 8.30pm the evening prior to the class. This is in order to give other members sufficient notice, if there is a wait-list, that space has become available. If you fail to cancel the class by this time, you will be considered as a "No Show" to the class.

11.3 For all other classes, INVERSE FITNESS operates a 4 hour cancellation policy. This is in order to give other members sufficient notice, if there is a wait-list, that a space has become available.

11.4 Cancellations must be done via the INVERSE FITNESS app or online. Repeat "no shows" to any classes will be contacted in the first instance and will be stood down to wait-list status for a week if repeated.

11.5 we have a grace period of 5 minutes after the class has started. Unfortunately due to the disruption it causes others, we are not able to allow entry 5 minutes after the start of a session.

12. PERSONAL BELONGINGS

12.1 You agree that INVERSE FITNESS is in no way responsible for the safekeeping of your personal belongings while you are present in the gym or class studio. You assume all risk of loss for any of your personal belongings.

13. FOUNDATION MEMBERSHIP

13.1. Members who duly complete and sign this online Agreement prior to the Club opening date are defined as a Foundation Member. A Foundation Member has the privilege of maintaining the same membership price for the life of this Agreement. Termination of Foundation Membership privileges are effective on the date INVERSE FITNESS advises the member by written notice. INVERSE FITNESS reserves the right to terminate a Foundation Member's privileges in the event of the following:

- (a) An Advanced or 12 month Contract Membership is not renewed prior to its expiry date;
- (b) An Advanced or 12 month Contract Membership is transferred to a non-member; or
- (c) A 12 month Contract Membership payment is in arrears; or
- (d) Any Membership is cancelled or terminated; or
- (e) A member's conduct is improper, harmful or illegal and contrary to the best interest of INVERSE FITNESS and/or its members.

14. PLACING A HOLD ON YOUR MEMBERSHIP

14.1. If you need to take a temporary break for any reason you can put a hold on your membership once each membership year for a period not less than 1 calendar month and not longer than 3 calendar months by paying the current monthly Suspension Fee of \$25 per month. If you hold your membership within your Minimum Term, these 'hold months' do not count towards your minimum term contract length. You are not entitled to accumulate unused hold entitlements from one membership year to another.

14.2. As a member you are entitled to activate a Membership Hold at any time by providing Written Notice to INVERSE FITNESS.

14.3. Your Written Notice Hold request must be submitted a minimum of 5 business days prior to the date that it is to start. Having submitted your Membership Hold request an email confirming the details will be sent to you from INVERSE FITNESS.

14.4. You are responsible to ensure that sufficient funds are in your account for membership fees to be debited once the Membership Hold period is completed. No further advice will be sent by INVERSE FITNESS.

14.5. You will have no access to INVERSE FITNESS during the period that your membership is on hold.

14.6. If you need to cancel the Membership Hold you must advise INVERSE FITNESS by Written Notice to be re-activated. You will be liable for the payment of any Membership Fees effective from the date the Membership Hold is cancelled.

15. TERMINATION OF YOUR 3 MONTH CONTRACT MEMBERSHIP

15.1. By you:

(a) Termination after Minimum Term: If you pay your membership fees monthly by direct debit, your membership will automatically continue at the end of the Minimum Term. After the Minimum Term, you can terminate your contract by give one calendar month notice. By way of example: Your Minimum Term end on 31 May. You can give notice on 1 May (being 1 month before end of term) to terminate your contract otherwise it will rollover month by month until you give full one calendar month

notice. If you give notice on 15 May, then your contract will terminate by 30 June. You do not have to pay us any termination fee if you terminate after the end of the Minimum Term.

(b) Termination after Minimum Term: If you pay your membership fees weekly or fortnightly by direct debit, your membership will automatically continue at the end of the Minimum Term. After the Minimum Term, you can terminate your contract by give one week (weekly) or 2 weeks (fortnightly) notice. You do not have to pay us any termination fee if you terminate after the end of the Minimum Term.

(c) Termination during your Minimum Term: You can cancel your membership at any time if your circumstances change to such an extent that we are satisfied it is impossible for you to continue to use INVERSE FITNESS's facilities (for example, due to medical reasons, redundancy or if you move to an area which is more than 15km from INVERSE FITNESS. To cancel your membership for these reasons, you will need to give us notice in accordance with clause 15. together with the documents support your cancellation and any other documents reasonably requested by us, either a proof of purchase of property or a rental tenancy agreement (note we don't except flat-sharing agreement.) You must continue to pay your membership fees each month until you have provided evidence of your change in circumstance and we are satisfied with it and confirm in writing that the cancellation is accepted by us. We will refund any fees you have paid upfront for a membership period that has not yet passed.

15.2 How to terminate:

(a) Your notice of termination must be in writing and by way of email to Member Club's email address. A notice is deemed to not be received until we reply in writing that the email has been received. Member club shall endeavour to reply within one(1) working day after receiving the email.

15.3. By FITNESS REPUBLIC: At any time, we can terminate your membership immediately by giving you notice in writing, if you breach any important term of this contract, including:

(a) failing to pay any fee on due date:

(b) breaching any Club Rules;

(c) allowing a non-member to access INVERSE FITNESS using your sign in

(d) carrying out any illegal, offensive or unsafe activity on Club premises. If we do terminate your membership under this clause because of your serious breach of this contract, we are still entitled to recover our costs and losses under this contract.

15.4. If you fail to fulfil your 3 month contract for whatever reason, INVERSE FITNESS reserves the right to collect payment for money owed for any promotional discounts you have received as any promotional discounts will become invalid.

16. LIMITATION OF LIABILITY

16.1. The member acknowledges that INVERSE FITNESS 's obligations and liabilities in respect of INVERSE FITNESS are defined in this agreement and/ or within the Regulations Applicable to all members.

16.2. The member is responsible for the consequences of any use of any of the facilities of INVERSE FITNESS. INVERSE FITNESS will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, or otherwise.

17. CLUB FACILITIES

17.1. INVERSE FITNESS reserves the right to make reasonable alterations to the type of facilities provided without notice and INVERSE FITNESS shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur for 14 days or less, due to matters beyond our control or improvement works. On occasions when necessary maintenance is required, INVERSE FITNESS, or parts thereof, may be closed. No refunds would be given as a result of the closure.

17.2. INVERSE FITNESS reserves the right to change or remove any of the facilities. In such an event notice will be given.

18. HOURS OF OPENING

18.1. Information in relation to INVERSE FITNESS normal hours of operation 5:30-9:30 pm and the staffed hours of the facilities are available from INVERSE FITNESS upon request. Such hours may be lengthened or shortened at the absolute discretion of INVERSE FITNESS with or without any prior notice being given to members. INVERSE FITNESS shall endeavour to give members reasonable notice of change to such hours.

{1476:Agreement Signed}

{1407:Member Sign & Complete URL}

{612:Member Club Name}

{638:Today's Date}