

SYDNEY POLE

TERMS & CONDITIONS

1. PARTIES

This agreement is made between Sydney Pole Pty Ltd ABN 82 150 836 703 and the member whose name appears in the application for the 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 as defined under (3) Entire Agreement in this document. 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 Sydney Pole Policies ("Policies") which are notified to you through signage or our website (<https://sydneypole.com/policies/>).

3. ENTIRE AGREEMENT

These Terms and Conditions, the Policies, the application for a Membership Contract form the entire Membership 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

Membership is subject to the Terms and Conditions of this Contract as amended from time to time.

Submission of an Application Form is an offer to Sydney Pole to become a Member of the Studio subject to these Terms and Conditions. Sydney Pole reserves the right to reject any application for Membership.

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 and bathrooms.

Sydney Pole reserves the right to use any such photographs for press or promotional purposes.

5. FORTNIGHTLY PAYMENTS AND AUTO RENEWAL CONTRACT

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 and prices of Memberships.

- LEVEL 1: 2 Classes per fortnight (\$68 p/fn)
- LEVEL 2: 4 Classes per fortnight (\$99 p/fn)
- LEVEL 3: 6 Classes per fortnight (\$128 p/fn)
- LEVEL 4: 8 Classes per fortnight (\$149 p/fn)
- LEVEL 5: 10 Classes per fortnight (\$169 p/fn)
- LEVEL 6: 12 Classes per fortnight per fortnight (\$185 p/fn)

Your first payment will be made upon the purchase of your Membership and **subsequent charges will be made fortnightly after your selected start date until you self-terminate on MindBodyOnline.**

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 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

This is an ongoing Membership agreement that will auto-renew unless terminated by you.

If you terminate the agreement or stop the automatic debit arrangement in a manner not prescribed in the agreement, you may be liable to the studio for damages for breach of Contract.

8. AGE

Sydney Pole services and facilities are for visitors and members 18 years and over.

9. PAYMENT

Membership is payable fortnightly in advance. If a member falls into arrears in respect of any fees payable, all arrears must be settled before the member can use the studio.

1. Payments must be debited from your 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.
2. Sydney Pole reserves the right to levy an administration fee if required to forward the account to a third-party collection agency.
3. Sydney Pole reserves the right to use the services of a third-party billing company to deduct payments.
4. Sydney Pole reserves the right to charge a fee of \$14.80 for dishonoured or late payments.
5. If Membership payments are overdue, Sydney Pole reserves the right to deduct these Membership payments due from your credit card at any time.

10. INCLUSIONS

Class reservations can be made two weeks in advance.

You will be charged fortnightly and provided your class session allocation when successful payment has been received. Each payment will provide a maximum of 14 days of studio access from the original scheduled payment date.

As a Member Reward, an additional 14 days is automatically applied to sessions to extend the usage of this allocation up to a maximum of 28 days from the original scheduled payment date.

Inclusions are subject to change and changes will be announced on the Sydney Pole website.

11. BOOKINGS AND CANCELLATION POLICY

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. 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 will forfeit the class. If you are late to your class, the instructor may refuse entry into the class due to safety reasons.

No Show to a booked class – If a member no shows you will forfeit the class. The member can cancel their Membership at any time via the Mindbody Online Booking system. Members are responsible for cancelling their Membership. No notice period required.

Sydney Pole reserves the right to cancel classes at any time. The booked member will be notified of any class changes.

12. CHANGING YOUR CONTRACT LEVEL

Members may change their Membership at any time, free of charge. To change your level of Membership, the member will be required to cancel their current Membership via the Mindbody Online Booking system, and re-join to the members selected level.

14. SECURITY

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 around the building premises. You must use caution entering and leaving the studio. Report suspicious behaviour to Sydney Pole staff.

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.

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. CANCELLATION

- All Member cancellations can be done by the member via the Mindbody Online Booking system.
- The Member takes full responsibility for ensuring their Membership has been cancelled.
- Sydney Pole reserves the right to cancel member Contracts at any time.
- The member is liable for any unpaid classes
- Upon cancellation, any classes that expire will be forfeited.

16. TERMINATION OF MEMBERSHIP BY SYDNEY POLE

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

- the Member breaks these Terms and Conditions or the Studio Policies, either repeatedly or one serious breach.
- Any fees remain unpaid after repeated requests for payment by studio.
- The studio is of the opinion that the Member is not suitable for continued Membership.
- 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.
- The studio decides to end the Membership pricing option.

17. 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.

18. 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.

19. CHANGES TO TERMS AND CONDITIONS

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

20. THE TERMS OF YOUR CONTRACT

- a. A signed Membership Form, the Terms and Conditions provided on our website, and the Studio Policies make up the binding Contract of Membership with Sydney Pole. Members are advised to read the Terms and Conditions and Sydney Pole Policies in full before signing the Membership 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 and 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.