

**Your Member Agreement will continue to auto-renew until terminated under Section 7.** It is important you read all the terms of this Agreement before signing. If you have any questions, please contact us.

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## **SELF SERVICE ACCOUNT MANAGEMENT**

Manage and update your own reservations, personal information, communication preferences, billing information and more at any time across multiple platforms. Availability of user access, functions and platforms is subject to change at any time and will take immediate effect.

Sydney Pole provides self service account management through MindBodyOnline. This feature provides you with multiple points of access to log App, MindBody App, Website with MindBody Branded Web Tools, MindBody Consumer Mode or other Third-Party Applications for Sydney Pole services (“SP Reservation Systems”)

**If you are unable to action your obligations in this Agreement through the self service features,** you must contact Customer Care by email for directions or to make corrections on your Sydney Pole Account on your behalf as soon as possible.

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## DEFINED TERMS

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

**Activation Allocation** means the first Class Allocation that is available on your account when your Activation Payment is received by us. The Activation Date will be the same as your Attendance Start Date, which may not be the same as your Activation Payment date.

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**Activation Payment** means the payment made at the time of setting up a Membership Level Plan and allows for advance reservations starting from your Attendance Start Date subject to the Booking Window.

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**Active** means a Class Credit or Credit Allocation that has a date range that has one or more dates that overlap with the current Booking Window and are not applied to a reservation (also called “unscheduled sessions” or “unbooked classes”).

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**Agreement Date** means the date you set up and agree to your Membership Level Plan.

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**App Ready Device** means the hardware and software meets MindBodyOnline recommendation requirements.

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**Class Allocation** means the total number of Class Credits for the single pricing option paid for by a Member Payment determined by the Member's Membership Level. This Allocation can only be used to reserve valid Class Sessions only.

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**Available** means a Credit or Credit Allocation that have not expired and are not applied to a reservation (also called "available credits" or "unbooked classes")

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**Casual Allocation** means either a Casual Class Credit that is available and valid for use to book timetabled Class Sessions, or, a Casual Practice Credit that is available and valid for use to book the timetabled Practice Sessions.

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**Class Level** means that the Service Category has a defined set of skill and knowledge requirements of the participant. I.e. there may be skill prerequisites for booking and attending certain levelled classes.

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**Class Session** means an instance of a class itself. It is a class in the timetable that may be booked and attended.

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**Credit Allocation** means the total number of class sessions (and corresponding free practice sessions) included for a single pricing option purchased.

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**Expired** means a Credit or Credit Allocation that is inactive due to reaching its expiry date.

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**Forfeited** means a Credit or Credit Allocation that is inactive due to being forfeited under the terms of this Agreement.

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**Inactive** means a Credit that is unable to be used to make a reservation.

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**Late Member Payment** means your Member Payment declined on the Scheduled Payment Date and it was after the Scheduled Pay Date that we received the amount owing.

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**Member Payment** means the payment that commences 15 days after your Attendance Start Date and continues on a fortnightly payment cycle.

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**Practice Allocation** means the total number of practice sessions for a single pricing option when the Member is eligible under the Membership Offers and Benefits.

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**No Show or Non-Attendance** means the Member, Casual Visitor or guest has not checked in or not cancelled their reservation on SP Reservation System.

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**Practice Session** means an instance of practice itself. It is a timeslot for practice in the timetable that may be booked and attended.

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**Available Credit** means a single credit (that is available to book) from a Credit Allocation.

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**Scheduled Block** means the start and end time provided on SP Reservation Systems for the individual Session Category. This is an instance of a class or practice that is timetabled and able to be booked and attended.

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**Scheduled Pay Date** means the due date of your Member Payments subject to the Payment Cycle of your Agreement.

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**Service Type** means the type of services Sydney Pole offers including class, practice, appointment and events service types with specific reservation requirements and pricing.

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**Session Category** means that each session is categorised based on the Class Name and is subject to a Class Level. E.g. a Practice Session may be categorised into either a Pole Practice, or Aerial Practice.

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**Sydney Pole** means Sydney Pole Pty Limited (ABN 82 150 836 703) or Sydney Pole Pty Limited (ABN 69 149 383 148).

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**Sydney Pole Account** refers to your personal client profile on MindBodyOnline created through SP Reservation System to access Sydney Pole services and booking management functionality.

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Sydney Pole Self-Service Reservation System (**or SP Reservation System**) means the following technology systems available for student access for various reservation functions. These include access to :

Sydney Pole Account including the Sydney Pole Branded App, MindBody App, MindBody Branded Web Tools, MindBody Consumer Mode or other Third Party Applications for Sydney Pole services. Availability of user access is subject to change at any time.

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## 1. WHAT IS YOUR AGREEMENT WITH SYDNEY POLE?

An Agreement will be considered as accepted by the customer and opted into our services by creating an active member profile with Sydney Pole via the Sydney Pole App or website ("Sydney Pole Profile"). By creating a Sydney Pole Profile along with the purchase of a Membership Level Plan, you agree to the Member Terms and its attachments together with the:

- a. Promotional Terms;



- b. Member Offers and Benefits Policy;
- c. Waitlist Reservation Policy;
- d. Cancellation and No Show Policy;
- e. Community Standards;
- f. List of Prices and Fees;

and the following completed forms:

- g. your Sydney Pole Profile; and
- h. your Liability Waiver.

These Member Terms from (a) to (h) above, form the terms of this Member Agreement (“Agreement”) between you, the individual that has submitted their details which appear in the Sydney Pole Profile (“the student/ customer / client ”), and Sydney Pole (“SP”). The student must:

- a. be over the age of 18 years old;
- b. not misrepresent their identity in any way;
- c. always provide accurate and complete personal information;
- d. always have a valid email address;
- e. always have a current, valid and accepted method of payment;
- f. have proof of identity available at the request of Sydney Pole employees or Sydney Pole agents (“Sydney Pole Staff”) for the purposes of account enquiries, profile verification and;
- g. take reasonable action to keep their Sydney Pole Profile secure, details up to date and change their password regularly.

The student acknowledges receipt of this Agreement. All the terms of this Agreement are available on the website, [www.sydneypole.com](http://www.sydneypole.com) (“Website”). Please notify SP within seven (7) days of the formation of this Agreement to rectify any error or miscalculation provided in this Agreement.

The student must manage their Sydney Pole Profile through the Sydney Pole self-service reservation system ("SP Reservation System"). The student acknowledges they require Internet access and an App Ready Device in order to access their services and to maintain their Sydney Pole Profile for the duration of this Agreement between the student and SP. It is the student's responsibility to contact Sydney Pole if there are any questions on how to use the Sydney Pole Profile or SP Reservation System.

## **2. HOW DO STUDENTS CREATE A SYDNEY POLE PROFILE AND START A MEMBERSHIP LEVEL PLAN?**

Students can create a Sydney Pole Profile by downloading the Sydney Pole App and entering their identification and payment details. A Sydney Pole Profile can also be created on our website [www.sydneypole.com](http://www.sydneypole.com), or by contacting Customer Care if assistance is needed.

The student may purchase a 'Membership Level Plan' via any SP Reservation System. Upon successful initial payment the student will activate their selected 'Membership Level Plan' and this agreement will be effective immediately.

Your 'Membership Level Plan' will commence on the start date as set out in the Sydney Pole Profile ("Attendance Start Date").

Sydney Pole reserves the right to reject any Sydney Pole Profile at its reasonable discretion.

## **3. WHAT IS YOUR MEMBERSHIP LEVEL PLAN?**

As a Member of Sydney Pole, the Membership Level Plan is determined by the students selected Membership Level. The student will be entitled to Service Privileges which refers to access of

SP services and facilities. Students will also be entitled to promotional offers and benefits upon certain occasions or marketing events provided as (“Member Offers and Benefits”).

Sydney Pole reserves the right to introduce, alter, withdraw or vary categories of Membership Level Plans, Privilege Services or promotional offers and benefits, at any time.

### 3.1 SERVICE PRIVILEGES

Service Privileges governs the students' access to Sydney Pole services.

Service Privileges entitles the student to:

- a. maintain a Sydney Pole Profile with us;
- b. pay fortnightly in advance to maintain your access to Sydney Pole services;
- c. have scheduling access to make reservations up to a maximum of fourteen (14) days in advance from the current calendar date, specific to class time (“Booking Window”); and
- d. make reservations using Available Credits within the Booking Window.

These entitlements are only valid to access Sydney Pole facilities:

- a. for one occasion only per valid Available Credit;
- b. for the Promotional Offer or Type of Class/Practice Session it is valid for;
- c. at time and in the location where the reservation has been made;
- d. if the student has responded “Y” to a reservation confirmation SMS if applicable;
- e. If the student has been granted access by Sydney Pole Staff if applicable;
- f. if the students reservation is available to check in upon arrival to attend the session;
- g. if the student has met the Class Level prerequisites to attend prior to making a reservation;
- h. the students Sydney Pole Profile has accurate billing and personal information; and

- i. the student's Sydney Pole Profile has no outstanding Member Payments, unpaid reservations or an outstanding balance from other fees, and is in good standing.

By accessing Sydney Pole services and facilities, the student acknowledges that:

- a. they are responsible for managing reservations by regularly reviewing the live timetable, their reservations and waitlist queues for changes;
- b. reservations must be scheduled on the Sydney Pole Profile prior to attending;
- c. prior to participation in a session they have reserved, they must check in upon entry to a Sydney Pole facility;
- d. without a reservation confirmation on the Sydney Pole Profile, there is no guarantee that the session has capacity for their attendance;
- e. If they attend a reservation for a Class or Practice Session after the scheduled start time, Sydney Pole or Sydney Pole Staff reserves the right to refuse entry due to safety reasons;
- f. if they attend a reservation for a Practice Session after the scheduled start time, they are only entitled to use a Sydney Pole facility until the scheduled end time of the reservation. This is inclusive of cool down and packing up; and
- g. any reservations may be amended retrospectively on review by Sydney Pole Staff to rectify any booking issues regarding any used or unused Credits.

Sydney Pole reserves the right to introduce, withdraw or vary Service Privileges at any time.

### 3.2 MEMBERSHIP LEVEL

A student may select a Membership Level which reflects the intended frequency of their attendance. The Membership Level is set up in a Membership Level Plan under their Sydney Pole Profile. The student acknowledges that this entitles them with a maximum number of Class Credits

they may use to reserve a class while valid for use and not exceeding the reservation limit ("Membership Level").

When a successful payment is received from the student to SP, the student will receive their selected purchased amount of Class Credits in their Credit Allocation. A Class Credit allows the student to book into a Class Session which includes the class roll call, warm up, coursework content through instruction, cool down, clean and pack up, and changeover of class attendees to run for a maximum duration of 60-minutes.

Each Credit Allocation is subject to successful fortnightly payment to SP and:

- a. the Booking Window to make reservations;
- b. Reservations for Class/Practice Credits can only be applied to their respective sessions; and
- c. if one or more sessions are not reserved by the expiry date, any remaining credits are forfeited.

Membership Levels are subject to be discontinued, changed or terminated with immediate effect at the reasonable discretion of Sydney Pole. After the date of change, Sydney Pole will not be obligated to redeem discontinued or terminated Membership Levels.

In the event of a Membership Level being discontinued or terminated, SP will make reasonable attempts to contact the student through email. If the student cannot be contacted within seven (7) days from the date of change, the student's Sydney Pole Profile will be transferred to a Membership Level available at the time of equal or lesser value. Continued usage of the Sydney Pole Profile for our services after the date of change will constitute the students acceptance of the changes.

### 3.2.1 Changing Membership Level Plan

Students are allowed to change their Membership Level Plan by contacting Customer Care to request to change their Membership Level Plan. Please email [info@sydneypole.com](mailto:info@sydneypole.com) with fourteen days (14) notice, to request any changes to your Membership Level Plan.

### 3.3 MEMBER OFFERS AND BENEFITS

Our Member Offers and Benefits provide an array of promotional offers, loyalty rewards for our Sydney Pole Members. These Offers and Benefits are discretionary and circumstantial based on promotional periods or events provided by Sydney Pole.

Sydney Pole includes Free Practice Sessions for all students on any active selected Membership Level as a Member Benefit. The student acknowledges this Member Benefit is included as part of the Sydney Pole Membership Level Plan. Practice Sessions are not redeemable for or able to be exchanged for any other offers.

Member Offers and Benefits are subject to be discontinued or changed at the discretion of Sydney Pole. Sydney Pole will not be obligated to redeem any further Member Offers and Benefits. Goods or services offered as part of the Members Offers and Benefits are not eligible for expiry date exceptions, account Credit or transfers to another Sydney Pole Profile.

### 3.4 ACCESS PERIOD AND EXPIRATION DATES

When a Credit Allocation is processed to your Sydney Pole Profile, it activates Service Privileges for a maximum of twenty-eight (28) days commencing on the Scheduled Pay Date.

From the Scheduled Pay Date, the Credit Allocation will expire in twenty-eight (28) days, unless in limited circumstances, you meet the eligibility criteria to be provided an exception to your obligations under this Agreement from Customer Care.

It is the student's responsibility to manage their Sydney Pole Profile and use (book and attend) their Credit Allocations in their Membership Level's reservation limit within the twenty-eight (28) days. If the student's personal frequency of attendance has changed, the student is responsible for making an adjustment to their Membership Level to suit them.

Expiry dates of Class Credit Allocations or Practice Credit Allocations are subject to change at the reasonable discretion of Sydney Pole. After the date of change, the new expiry date will come into effect on the next Scheduled Pay Date. Continued usage of the Sydney Pole Profile for our services after the date of change will constitute the student's acceptance of the changes.

### 3.5 WHAT IS THE EXPIRY DATE OF THIS AGREEMENT?

This Agreement is ongoing and will automatically renew indefinitely unless the student requests to terminate their Agreement under clause 7.

## 4. MEMBERSHIP PAYMENT OBLIGATIONS

For all Membership Payments and other payments in this Agreement, the student acknowledges that:

- a. the initial payment must be received by SP on the Agreement Date and is the first Member Payment for this Agreement to activate your Sydney Pole Membership Level Plan;

- b. the Member Payment will reoccur on a fortnightly basis, commencing on the 15th day from the Attendance Start Date and auto renew until terminated upon request, by default or reasonable discretion (see Clause 7) by Customer Care ("Payment Cycle") ;
- c. they must settle all Member Payments on the Scheduled Pay Date;
- d. they must contact SP by email at least five (5) days prior to their next Scheduled Pay Date to update billing information;
- e. they must contact SP by email at least fourteen (14) days prior to their next Scheduled Pay Date if the Payment Cycle needs to be adjusted;
- f. if their account has an outstanding balance in respect of any payment or fees, this must be settled before any access to Sydney Pole facilities or services;
- g. all payments or fees must be debited from their own credit card, debit card or debit function;
- h. they have sufficient funds in the nominated account when any payment or fees are to be debited; and
- i. if the debit from their credit card is unsuccessful, they will be responsible for any administration fees and or collection fees.

Sydney Pole reserves the right to:

- a. levy an administration fee if required to forward the account to a third-party collection agency;
- b. use the services of a third-party billing company to deduct payments;
- c. charge a fee for declined or late payments. This fee may change time to time and is available on our List of Prices and Fees; and
- d. deduct the outstanding balance on your Sydney Pole Account from your credit card at any time;

#### **4.1 WHAT HAPPENS WHEN YOUR MEMBER PAYMENT IS DECLINED**



If a declined Member Payment is not settled, the Service Privileges will be revoked until the outstanding balance is paid. Any available Credit Allocations will become Inactive on the students Sydney Pole Account.

To prevent any loss of Service Privilege on the Sydney Pole Accounts, the student must:

- a. settle their Member Payment on the Scheduled Pay Date;
- b. have no outstanding balance; and
- c. if they cannot meet conditions (a) or (b) above, to contact SP by email a minimum of five (5) days before your Scheduled Pay Date for assistance.

#### 4.2 RESTRICTIONS TO SERVICE PRIVILEGES DUE TO LATE MEMBER PAYMENTS

When the Settlement Date of Member Payment occurs after the Scheduled Pay Date ("Late Member Payment"), the student acknowledges that:

- a. successful late payment will not alter the original allotted time frame that the Credit Allocation was assigned to, nor will it alter the fortnightly payment schedule; or
- b. will result in the Credit Allocation being forfeited.

In the event of a declined Member Payment, the student acknowledges that:

- a. they must contact SP via email within 24-hours for a resolution;
- b. when SP makes reasonable attempts to contact the student, they must respond as soon as reasonably practicable; and
- c. they are bound to settle a declined Member Payment. Unused Credits in Credit Allocation, Late Cancels or being unable to attend reserved classes without a reasonable

justification does not discharge the student of Member Payment obligations under this Agreement.

#### 4.2.1 If Sydney Pole is unable to receive contact from the student

Sydney Pole reserves the right to amend the students Sydney Pole Account when no contact is received from them for a period that:

- a. **Exceeds 24 hours.** A Dishonour Fee of \$14.80 will be charged to their Sydney Pole Account.
- b. **Exceeds seven (7) days.** Service Privileges will be revoked, all upcoming reservations will be cancelled and active Membership Level Plan will be placed under suspension.
- c. **Reaches fourteen (14) days or more.** Sydney Pole reserves the right to terminate your membership thereby discontinuing access to Service Privileges until the outstanding balance is settled.

#### 4.2.2 If Sydney Pole receives the students Late Member Payment

In the event a Late Member Payment is settled either:

- a. on the same date as the subsequent Scheduled Pay Date; or
- b. on a date after the subsequent Scheduled Pay Date;

The student acknowledges for this Payment Cycle period that:

- a. this Credit Allocation will be forfeited; and
- b. any redeemed Member Offers and Benefits or Promotional Events will be forfeited.

Should the student have questions regarding their Payment Cycle, please contact Customer Care.

### 4.3 OTHER FEES AND CHARGES

In the event of an outstanding balance for other declined payments or fees from the student, clause 4 applies. Payments and fees include goods and services tax (GST). All payments or fees are reviewed by Sydney Pole periodically and change from time to time. The current List of Prices and Fees can be obtained from the Sydney Pole Website.

## 5. USAGE OF SYDNEY POLE CREDITS

Sydney Pole Credits are provided within a Membership Level Plan. These credits are used to reserve sessions the student wishes to attend. Usage of these credits is bound by the terms of the Membership Agreement.

### 5.1 CREDIT TYPES

Credit Types govern how the student may reserve classes or practice sessions, scheduled on the Class Timetable for each Term with their unused available Credits.

Subject to any Service Privileges, the students can make reservations with unused available Credits from the following:

- a. **Class Credit Allocation.** Valid for all Class Sessions unless otherwise stated;
- b. **Practice Credit Allocation.** See the Member Offers and Benefits for further details (clause 3); or
- c. **Casual Class Credit.** Casual Class Credit is a Credit Type valid for Class Session. A Casual Credit Session is a Credit Type valid for the Practice Session.

Sydney Pole reserves the right to introduce, withdraw or vary Services, Class Timetable, Credit Types and Sessions Types at any time and will take effect immediately.

## 5.2 CREDIT ALLOCATION AND CLASS TIMETABLE

Credit Allocations are automatically assigned to MindBodyOnline, which is a part of the SP Reservation System; this system may alter and vary during system maintenance and updates. The student must acknowledge their requirement to regularly review their weekly attendance frequency on the SP Reservation Systems. It is their duty to maintain their Sydney Pole Profile and Membership Level Plan, review its suitability and contact SP Customer Care for any issues that may arise.

Sydney Pole is not obligated to reassign Credits to past or future reservations. It is at the reasonable discretion of Sydney Pole to approve requests of this nature. In the event of a technical error, please contact SP via email if any Credit Allocations require reassignment or review. If a technical error has occurred on any SP Reservation System, Customer Care will provide assistance in resolving the matter within their capacity and where reasonably practicable.

## 5.3 CANCELLATION AND NO SHOW POLICY

The Cancellation and No Show Policy applies to all reservations made by Members, casual visitors and guests ("SP Persons") for Sydney Pole services unless otherwise stated.

Unless otherwise stated by Sydney Pole, all Sydney Pole services have a six (6) hour cancellation policy. All cancellations must be at least six (6) hours before the scheduled start time ("Cut Off Window") of the reservation, irrespective of the time the booking was submitted. It is the SP Person's responsibility to ensure any cancellation that has been actioned by them on their Sydney Pole Profile has successfully been applied.

The Cut Off Window may be subject to change and effective immediately where there is an event that causes and reduces the Cut Off Window to six (6) hours or less. In the event the Cut Off

Window is increased from six (6) hours, notice will be provided on the Sydney Pole Website at least seven (7) days prior to taking effect.

### 5.3.1 Early Cancellations

To make an early cancellation of a reservation, any booked reservation on a Class or Practice Session must be removed or cancelled at least six (6) hours before the scheduled Class's start time on the Class Timetable ("Early Cancel"). An Early Cancel will automatically return the unused Available Credit to the Credit Allocation it was deducted from at the time of the reservation being made. The returned unused Credit will be available to make a new reservation until its expiry date, subject to the Scheduling Window.

Sydney Pole will Early Cancel the students reservation in the event a Class/Practice Session has been cancelled from the Class Timetable by SP, irrespective of the Cut Off Window. Notice of Class/Practice Session changes will be provided in the SP Reservation Systems displayed on the live timetable and reflected on reservations in the Sydney Pole Profile. In addition, SP will also make a reasonable attempt to notify the student of cancellations through email, SMS or online student group announcements.



### 5.3.2 Late Cancellations and No Show Policy

The following will be deemed a Late Cancel when:

- a. a cancellation is applied six (6) hours or less prior to the start time of the selected class as stated on the Class Timetable; or
- b. the student does not participate in the reserved Class/Practice Session ("Non-Attendance" or "No Show") and fails to cancel their reservation.

A Late Cancel will result in the booked Class Credit used to reserve the selected class, to be deducted from your Credit Allocation and deemed as a Used Credit. No expiry date exceptions will be given.

In the event the SP Persons are a No Show to an unpaid reservation, an outstanding balance will have been incurred and stated as an 'Unpaid Casual Class' to be charged to the SP Persons Sydney Pole Profile that must be resolved before utilising any other Sydney Pole Services.

## 5.4 WAITLIST RESERVATION POLICY

MindBodyOnline functionality provides an automatic system to make a reservation on a waitlist queue. In the event that capacity becomes available in a fully booked Class/Practice Session on the Class Timetable, an automated SMS notification will be sent to students on the Waitlist. Option to confirm booking ('Y'), will register their attendance and option to reject booking ('N') ("Waitlist Feature"). Reservations made on waitlist queues are subject to the Waitlist Reservation Policy, Cancellation and No Show Policy and may incur additional fees. If any issues arise from using this feature, please contact Customer Care.

### 5.4.1 Important terms to know

The following definitions are applied to clause 5.4:

**Waitlist Credit** means the student made a reservation that enrolls them on a waitlist queue of a fully booked Class/Practice Session on the Class Timetable.

**Waitlist Attendee** means the Waitlist Feature has automatically moved the student from the waitlist queue and registered them as booked into their Class Session on the Class Timetable, but the Waitlist Feature has not received a response from the student on the confirmation SMS. In the

event of a Waitlist Priority, failure to respond to the confirmation SMS may remove the student from the waitlist queue and the Class Session.

**Waitlist Priority** will occur in the event where there is available capacity in a Class Session in the Class Timetable. The Waitlist Feature will prioritise reservations based on confirmation by claiming Class Session by the student with an available Class Credit, on waitlist who has a “Y” response to the confirmation SMS. If no response is received from the student via confirmation SMS, then it will prioritise the Student with the Available Credit before any Students who are a Waitlist Attendee with no Available Credits or Credits held pending on Waitlist Queue.

**Session Attendee** means the student has replied “Y” to the waitlist confirmation SMS and the available capacity was successfully registered to the student before another Waitlist Attendee or Casual Session payment persons.

#### 5.4.2 Eligibility

To enable this feature, at the time of enrolling into the waitlist queue the student must have:

- a. one or more unused Available Credits on their Sydney Pole Profile; or
- b. purchase a Casual Session at the time of making the reservation.

It is the students responsibility to:

- a. ensure they have opted in correctly to receive SMS notifications from MindBodyOnline;
- b. respond as soon as possible to the SMS notification with “Y” or “N”;
- c. monitor the waitlist notification queue position regularly; and
- d. cancel the reservation or remove their waitlist booking if they can no longer attend.

### 5.4.3 Feature Limitations

Usage of the Waitlist Feature will constitute that the student acknowledges and understands that it:

- a. suspends automatic notifications when the Cut Off Window is reached based on the localised time acquired by MindBodyOnline;
- b. will automatically deliver notifications via SMS and be deemed received;
- c. by reserving a Waitlist Credit, have agreed to any additional fees that may result as outlined in clause 5 of this Agreement;
- d. a Waitlist Credit does not guarantee a priority order for registration in the Class Session on Class Timetable;
- e. the waitlist queue number available on the Sydney Pole Profile is only to inform the current order for the subsequent SMS notification from MindBodyOnline; and
- f. At the time a Waitlist Credit is applied, the Sydney Pole Profile will not deduct an active Available Credit until (1) the student is a Session Attendee or (2) the Class Session on the Class Timetable's start time. It is the student's responsibility to ensure a valid Available Credit is present on their Sydney Pole Profile until they are Session Attendee, the reservation is cancelled or the Class Session has commenced.

### 5.4.4 The student's payment obligations incurred on waitlists

- a. Sydney Pole reserves the right to cancel any Waitlist Credit if the student's Sydney Pole Account has an outstanding balance or unpaid reservation;



- b. at the time the student is changed from Waitlist Credit to Waitlist Attendee, there must be an active Available Credit for deduction from the Sydney Pole Profile unless the student replies "N" to the SMS notification before the Cut Off Window;
- c. If no active Available Credit at the time the student becomes a Waitlist Attendee, it will be deemed as unpaid; and
- d. the student will be charged by SP at the Casual Class Credit Rate for the unpaid reservation at any time after the scheduled end time of the reservation.

The Waitlist Reservation Policy is subject to be discontinued or changed with immediate effect without notice at the reasonable discretion of Sydney Pole.

## 6. CAN THE STUDENT SUSPEND THEIR MEMBERSHIP LEVEL PLAN?

### 6.1 SUSPENSION BY THE STUDENT

The SP Reservation Systems do not offer self service suspensions. In limited circumstances, Sydney Pole will approve a suspension of this Agreement. If the student would like to make a suspension request to Sydney Pole, please contact Customer Care at [info@sydneypole.com](mailto:info@sydneypole.com).

In the event of a suspension request, the student may be required to:

- a. respond to further contact from the SP representative approving and processing their suspension;
- b. proceed with any fees or payments associated with the agreement of engaging a suspension; and
- c. be bound by any policies in place regarding suspension rules, restrictions and timeframes.

In the event of a suspension request, SP will notify the student by email to provide them with:

- d. a notice of confirmation that a suspension applied to their Membership Level Plan and any other scheduling access affected;
- e. the start date of the suspension;
- f. the end date of the suspension or direction when SP will email confirmation of the end date

## 6.2 SUSPENSION BY SYDNEY POLE

Sydney Pole may use reasonable discretion for the suspension of this Agreement, irrespective of a request made in writing.

In this event, SP will notify the student by email to provide them with:

- g. a notice of a suspension applied to their Membership Level Plan and any other scheduling access affected;
- h. the start date of the suspension;
- i. the end date of the suspension or direction when SP will email confirmation of the end date;  
and
- j. Sydney Pole contact information and available times for you to contact us to discuss your Sydney Pole Account at your discretion.

Once the end date of the suspension is reached, Member Payments will continue until terminated as acknowledged in this Agreement.

*This agreement may be terminated by you during your suspension, please refer to Section 7. Please notify us via email if you decide to terminate. Improper termination may incur further discharge of payments which may be reasonably deducted from your account.*

## 7. HOW DO YOU END YOUR MEMBERSHIP LEVEL PLAN?

A Membership Level Plan may be ended according to the terms of this contract. A termination may be requested by the student, and is actionable by SP.

### 7.1 REQUEST FOR TERMINATION BY THE STUDENT

This is an ongoing Agreement that automatically renews until terminated. The student may request to terminate this Agreement - a termination request must be sent via email to [info@sydneypole.com](mailto:info@sydneypole.com). Termination functionality is not available on the mobile app or via any SP Reservation System.

To terminate their Agreement, the student must contact Sydney Pole with at least twenty-eight (28) days notice for the Membership Level Plan to be terminated ('termination notice period'). Please be aware that notice will be sent via email, to confirm that the termination request has been received by SP, and that the termination notice period is underway. This notice in writing may take up to fourteen (14) days, but will not impact the original twenty-eight (28) days notice period. Termination requests will be actioned during Customer Care business hours (Monday to Friday, 10am-5pm).

For any Membership Level Plan or Promotional Offers that require termination, the student acknowledges that:

- a. prior to termination date and subject to the booking Window, the student can make final reservations with any unused Available Credits if applicable;
- b. thoroughly review their Sydney Pole Profile at the time of termination to confirm the Agreement has been successfully ended;
- c. any previous Membership Level Plan payments are non-refundable;

- d. any payments scheduled during the termination notice period will be due before termination is complete.

Any remaining unused Available Credits on the Sydney Pole Profile will be forfeited at the time of termination of this Agreement. If you have questions about the remaining unused Available Credits, Expiry Dates, Service Privileges or how to terminate this Agreement, please contact SP.

## 7.2 TERMINATION BY US

Sydney Pole reserves the right to terminate this Agreement without notice and effective immediately if any one or more of the following apply:

- a. the student breaches this Agreement, either repeatedly or one serious breach;
- b. any payments or fees remain unpaid after repeated requests for payment by Sydney Pole;
- c. Sydney Pole is of the opinion that the student is not a suitable Member;
- d. the student puts the health, safety or wellbeing of Sydney Pole Staff or Members at risk;
- e. Sydney Pole decides to end the students Membership Level Plan and no reasonable equivalent is available to substitute the option; or
- f. the student makes any statements or provides SP with details which are false statements, fraudulent misrepresentations, omissions, misleading or deceptive in conduct and in reliance of these statements or details have affected our decision to be reasonably bound by this Agreement.

If Sydney Pole terminates this Agreement for any of the above reasons, we reserve the right (without limiting any other right or remedy) to recover any reasonable costs and expenses we incur as a result of breach of this Agreement. Any unused Available Credits will be forfeited. All decisions made by Sydney Pole are final and binding.

### **7.3 COLLECTION OF OUTSTANDING FEES ON TERMINATION**

On termination of this Agreement, SP will collect any outstanding balance on the students Sydney Pole Account. Outstanding fees may occur when the student has incurred previous missed payments that have not been settled.

Please be advised that any fortnightly scheduled payments during the termination notice period, will be considered as an actionable due payment that may be debited as a part of the students acceptance to this Member Agreement.

Sydney Pole will not debit the students account without reasonable cause. If a payment has been withdrawn incorrectly, please contact Customer Care.

### **7.4 TERMINATION NOTIFICATION**

If Sydney Pole terminates this agreement we will notify the student in writing to confirm that the termination has been actioned. The student is liable for notifying us for their termination request. It is the students responsibility to take reasonable steps of notifying SP for their request to terminate this Agreement and are liable.

## **8. WHAT ARE THE STUDENTS MEMBER RESTRICTIONS?**

### **8.1 SYDNEY POLE FACILITIES**

Sydney Pole may need to adjust the availability of certain SP facilities on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. This may result in the temporary closure of some facilities.

## 8.2 MINIMUM AGE REQUIREMENT

Sydney Pole facilities and services are for Members and casual visitors who are 18 years old or older. If the student is under 18 years old, they cannot be a Member.

## 8.3 PROMOTIONAL TERMS

This Agreement may be subject to Promotional Terms or events, where Member Terms and Promotional Terms conflict, Promotional Terms will take precedence unless stated otherwise.

## 8.4 OUR EQUIPMENT

When using Sydney Pole facility equipment to participate in SP services, the student must:

- a. not engage in any process of setting up, modifying or dismantling hardware or equipment without Sydney Pole Staff supervision;
- b. if they require SP equipment to have the configuration adjusted, they must request assistance from Sydney Pole Staff;
- c. immediately inform Sydney Pole Staff if damage is caused to any hardware or equipment;
- d. use all provided safety equipment such as crash mats and follow any safety signage or instruction provided by Sydney Pole Staff;
- e. only use equipment that they have received instruction on how to operate and use within their own capabilities; and
- f. take reasonable care when using Sydney Pole's equipment.

## 8.5 STUDENTS OWN EQUIPMENT

The student must not bring any aerial or specialised hardware or equipment to any Sydney Pole facility without explicit permission in writing from Sydney Pole prior to making your reservation. This includes hoops (Lyra), silks or hammocks, trapeze, aerial straps, gymnastics rings, stage poles, pressure mounted poles or rigging hardware. Written permission is not required for general fitness equipment that SP has communicated is required or are recommended items to bring themselves when participating in Sydney Pole services Sydney Pole reserves the right to:

- a. decline a request seeking permission;
- b. revoke any previous approvals at any time effective immediately;
- c. have the student produce a copy of the written permission received to Sydney Pole Staff when requested;
- d. have Sydney Pole Staff instruct when to immediately stop usage of unapproved equipment and have it dismantled; and
- e. forfeit the Booked Credit if the students attendance ends before the scheduled end time as a result of (d).

## 8.6 CAN STUDENTS TRANSFER CREDITS TO ANOTHER PERSON?

Students cannot transfer any Membership Level Plan, Credit Allocations, Available Credits or account Credits to any other persons or Sydney Pole Accounts. The entitlements the student receives in this Agreement is personal to them for their own usage only.

## 9. COMMUNITY STANDARDS

Please review our Community Standards for more information on our behaviour and conduct expectations of Members, casual visitors and guests at Sydney Pole.

Non-compliance with our Community Standards or any other inappropriate behaviour (including but not limited to vulgar language, verbal or physical abuse, or abuse of equipment) will not be tolerated and will result in termination of this Agreement.

## 10. ACTIVITY RISKS TO STUDENT HEALTH

It is the student's responsibility to seek medical clearance prior to commencing any exercise program. The student agrees and further warrants and represents that they will not use Sydney Pole facilities, goods or services where there is risk, however small, to other Members and casual visitors.

This includes if the student is suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, or sores, or minor infections. If unwell, it is the student's responsibility to follow any restrictions and testing, as per the most recent public health order regulations.

Sydney Pole reserves the right to refuse entry or terminate this Agreement based on health reasons for the safety of our Members and Sydney Pole Staff.

## 11. WILL THIS AGREEMENT BE CHANGED?

Sydney Pole reserves the right to make changes to this Agreement from time to time. Unless otherwise stated by Sydney Pole, any changes will apply immediately to this Agreement. Any previous Sydney Pole Agreements will be superseded by the most current version. The latest version of the Agreement will be uploaded to the Website within 72 hours from the time of change.

Occasionally SP may make changes to this Agreement for valid reasons, including implementing service improvements or adjustments to Sydney Pole services, technology systems, user experience, and for legal or regulatory reasons.



The student must read any notices regarding changes carefully. If the student does not wish to continue this Agreement under the latest version or changes, they must terminate as soon as reasonably aware, and contact SP Customer Care for assistance.

### **11.1 Changes to the Price and Fees**

Sydney Pole may change prices, pricing structure or fees for Sydney Pole services from time to time. Changes will be effective immediately except for Member Payments which will apply no earlier than the Next Scheduled Pay Date following notice to the student via the SP Reservation System.

### **11.2 Material changes**

Sydney Pole will provide the student notice of material changes to this Agreement. The notice will be provided in a form as appropriate under the circumstances such as prominent signage on display, sending an email or delivery of an alert to their Sydney Pole Account through SP Reservation Systems. Changes will be effective immediately and continued usage of the Sydney Pole Profile for services after the date of change will constitute acceptance of the changes.

## **12. SECURITY**

### **Surveillance Systems**

Sydney Pole locations include camera surveillance systems installed at each premises. Video recordings are for security purposes only. The security system cannot protect students in or around the building premises from potential risk or imminent threat or danger from other persons nearby. The security systems are solely used for the purpose to assist the court or to be used as evidence after an incident has occurred or upon request by an official authority figure.

Security surveillance systems will be used by the Sydney Pole to:

- a. identify any persons liable for damaging any facilities, goods, services or equipment, if such damage is caused by their intentional, reckless conduct or negligence.
- b. identify any persons that use vulgar language, verbal or physical abuse, abuse of equipment or any other inappropriate behaviour.

Sydney Pole does not tolerate anti-social, aggressive or threatening behaviours. Any students found to have engaged in the above behaviour will not be tolerated and will result in termination of this Agreement. Any other persons will be asked to leave the premises or appropriate law enforcement agents will be contacted immediately.

### 12.1 Entering a Sydney Pole Premises

Students are liable for their own safety and must use caution when entering and leaving a Sydney Pole facility at their own risk. Students are to report any suspicious behaviour or activity to Sydney Pole for the safety of our community.

Sydney Pole reserves the right to refuse entry, enforce a ban, suspend facility usage or contact the appropriate law enforcement agents to remove any unwanted persons from entering or using the premises.

### 12.2 Access to facilities

Without explicit permission in writing by Sydney Pole Staff, the student must not access any studio locations:

- a. outside of opening hours;

- b. when the premises is closed;
- c. for a purpose other than as expressly permitted by Sydney Pole Staff;
- d. for a different purpose other than the purpose they were granted access for;
- e. or bring any other non-permitted persons into the facility; and
- f. to host any private events.

### 13. HOW DO STUDENTS COMMUNICATE WITH SYDNEY POLE?

All enquiries regarding the students Sydney Pole Account must be made in writing by email to [info@sydneypole.com](mailto:info@sydneypole.com) ("Primary Contact"). At the time of communications from Sydney Pole to your Sydney Pole Account contact information, it is deemed to be received. Sydney Pole reserves the right to discontinue, vary or pause for a reasonable time our Primary Contact and will provide notice of changes on the Website.

### 14. OTHER TERMS STUDENTS SHOULD KNOW

**Member Photo ID.** At the time of creation of a Sydney Pole Profile, the student consents to having their photograph taken by Sydney Pole Staff to confirm their identity upon entry. We may refuse entry to students that visit a Sydney Pole facility without an accurate photo identification uploaded to their Sydney Pole Account.

**Assessment or Technique Level Check.** Students may be required to participate in an assessment to confirm the appropriate aerial technique, pole technique or other defined level option suitable for them at Sydney Pole. The student must request an appropriate assessment check, the student must ask Sydney Pole Staff before making a reservation. The Student is liable where after receiving

an assessment check, breaches, dishonours, does not adhere or follow instructions or recommendations from SP Staff. Sydney Pole reserves the right to reject any reservations where it is brought to attention that the student may not reasonably meet the prerequisites for attendance.

**Third-Party Applications and Vendors.** Self service functions are integrated with or may otherwise interact with third-party applications, websites, and services including MindBodyOnline (“Third-Party Applications”) to provide SP Reservation Systems to students. These Third-Party Applications and devices may have their own terms of use and privacy policies. The use of these Third-Party Applications will be governed by and subject to such terms of use and privacy policies. Students acknowledge that Sydney Pole is not responsible or liable for the behaviour, features, or content of any Third-Party Application. Sydney Pole does not warrant the compatibility or continuing compatibility of the Third-Party Applications and Sydney Pole services.

**Self Service Limitations and Modifications.** Sydney Pole will make reasonable efforts to keep SP Reservation Systems and all associated features and functionalities including websites and user interfaces operational. From time to time temporary interruptions will occur due to certain technical difficulties including maintenance, testing, or updates required for improved user experience. Sydney Pole reserves the right to modify or discontinue, temporarily or permanently, functions and features at any time.

**Australian Consumer Law, Exclusions and Limitations.** All students 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 them. Any conditions, warranties or guarantees provided by Sydney Pole to the students regarding any advice, goods or services supplied are guaranteed in accordance with statute (including the Competition and Consumer Act 2010 (Cth)) and also expressly set out in this Agreement. To the extent permitted by law, all other conditions, warranties and guarantees are expressly excluded.

## 15. 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 casual visitor. 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 or services, unless the event is due to Sydney Pole being negligent.

Sydney Pole reserves the right for enforcement or non-enforcement of our rights at any time for any period and non-enforcement will not be construed as a waiver of our rights. Any failure to identify or act upon a breach of this Agreement will not be deemed to be an affirmation by Sydney Pole that the behaviour of the Member, casual visitor or guest is acceptable.

## 16. PRIVACY

The Sydney Pole Privacy Policy is available on the SP Website and explains the ways in which we collect, use, store, protect and disclose any personal information.

We collect personal information from the student to provide them with our services, to administer this Agreement and for the other purposes described in the Privacy Policy. Any personal information collected directly from students is obtained through creating a Membership application, setting up a Sydney Pole Profile, the Sydney Pole Account, and through any other communications with the student.

If the student does not allow Sydney Pole to collect any personal information, SP cannot provide certain services to the student, administer this Agreement with SP or conduct certain activities or functions as described in the Privacy Policy.

In order for SP to perform our services and for the purposes described in the Privacy Policy, SP may disclose some personal information to related persons or entities as outlined in the Privacy Policy. Should the student default on payments, we may disclose the students personal information by notifying the default to a credit reference agency or other third-party to obtain payment from them.

Other than as set out in the Privacy Policy, SP will not share any personal information without consent unless required to do so by law.

Sydney Pole acknowledges its duty to protect the students private and confidential information as set out in the Privacy Policy and by statute. If a student is concerned about a potential breach or has any questions about privacy or if you would like further information about our privacy practices, please contact Customer Care.

## **17. STUDENTS PERSONAL INFORMATION**

The student's Sydney Pole Account must have accurate personal information at all times for the purposes of billing, marketing or contact information.

Sydney Pole will send primary communication by email. It is the students responsibility to ensure these details are accurate at all times. Any notice sent by SP in accordance with this Agreement will be deemed received by the student.

The student agrees to be bound by this Agreement and consents to the terms within it. If the student cannot comply with this Agreement, then the student cannot access Sydney Pole services as a Member.

The student must not sign this Agreement until they have read these Member Terms and the other documents listed in Section 1. If there is anything the student does not understand, please ask Customer Care for an explanation before signing.

This Agreement between the student and Sydney Pole is effective immediately and will be considered as accepted by the student upon creation of a Sydney Pole Profile via the Sydney Pole App or website.

Sydney Pole