

Limitless Studio Membership Terms and Conditions

I _____, on this day _____ agree to the following terms outlined below in my membership agreement with Aerial Pole NZ LTD (T/A Limitless Studio).

1. Medical and Health Acknowledgements and Consents:

1.1 In signing this form I confirm that to the best of my knowledge I suffer from no physical, medical or mental condition which may be significantly aggravated by my proper and reasonable use of the Facilities.

1.2 I acknowledge that I have been advised to consult a doctor before taking part in any exercise programme, and that I will follow any instructions or advice given to me by them.

1.3 I consent to receive medical treatment in the case of injury or illness which I may suffer connected with my use of the Facilities and indemnify to the extent permitted at law Limitless Studio (including its contractors) against any claims or expenses howsoever in respect of such treatment.

2. Acceptance of Risks, Exclusions of Liability and Indemnity:

2.1 I acknowledge that the use of the Facilities involves risk of injury and/or illness and/or damage to or loss of personal property and I agree, to the extent permitted at law, that by using the Facilities I personally assume those risks. Limitless Studio shall not be liable to me for any direct, indirect or consequential liability, claims, losses, damages, or expenses whatsoever and howsoever arising ("losses") in relation to the risks set out above, except to the extent Limitless Studio is liable under applicable law for losses caused by Limitless Studio or any of its personnel's gross negligence, breach of this Agreement, or breach of any applicable law. Nothing in this clause is intended to have the effect of contracting out of the Health and Safety in Employment Act 1992 or the Consumer Guarantees Act 1993 except to the extent permitted by either of those Acts, and this clause only applies to the extent permitted by law.

2.2 I indemnify Limitless Studio against all liability to any person or persons howsoever arising from my use of the Facilities, except to the extent such liability is caused by Limitless Studio or any of its personnel's gross negligence, breach of this Agreement, or breach of any applicable law.

2.3 I agree that Limitless Studio is not liable to me for the acts or omissions of any personal trainer engaged by me whether that personal trainer was recommended by Limitless Studio or not.

3. Collection & Use of Personal Information and Privacy Act:

I agree to Limitless Studio collecting, holding, using and disclosing my personal information for the purposes of this Agreement (including, without limitation, disclosing to EziDebit). I acknowledge that I have a right under the Privacy Act 1993 to access and request correction of any personal information held by Limitless Studio in relation to me.

4. Termination and/or Suspension of Membership:

4.1 I accept that Limitless Studio may, acting reasonably, and by providing me with reasonable notice, close (either temporarily or permanently), relocate or redevelop the Facilities and that my membership may be terminated or suspended. In such circumstances, if the change made by Limitless Studio causes me detriment, I may, by providing at least 28 days' written notice to Limitless Studio, terminate my membership, in which case clauses 4.4 and 4.5 will apply.

4.2 I agree that Limitless Studio may, acting reasonably, and by providing me with reasonable notice, suspend and/or terminate my membership of Limitless Studio and ban me from the Facilities, in which case clauses 4.4 and 4.5 will apply.

4.3 You can apply to cancel a membership by providing at least 28 days written notice to limitless studio by emailing info@limitlessstudio.co.nz. If my membership fee is to be charged within the 28 day window I acknowledge that the full fee will be charged and the cancellation of my membership will fall in line with the expiry of my membership monthly or weekly service end date..

4.4 I agree that I can only terminate this Agreement by written notice to Limitless Studio under clauses 4.1, 4.2, 4.3 or 5.1 or if my continued use of the Facilities would be detrimental to my medical, physical or mental condition and I provide evidence of that by way of a valid medical certificate completed by a registered medical practitioner.

4.5 If my membership is terminated under clause 4.1 or 4.2 by either myself or Limitless Studio, other than because of a breach of this Agreement, then Limitless Studio will refund to me any part of my membership fee paid in advance for the period remaining of my membership. If my membership is terminated due to my breach of this Agreement, I agree that my membership fee is non-refundable.

4.6 If my membership is suspended by Limitless Studio under clauses 4.1 or 4.2, other than because of a breach of this Agreement, Limitless Studio will refund to me any part of my membership fee paid in advance for the period for which I do not have access to the Facilities. If my membership is suspended due to a breach of this Agreement, I agree that my membership fee is non-refundable.

5. Compliance With All Applicable Rules, Terms and Regulations:

5.1 I undertake to comply at all times with the rules of Limitless Studio as amended from time to time. Limitless Studio agrees that, if any change of the rules materially reduces the value of the Facilities to me, I may terminate my membership by providing 28 days' written notice to Limitless Studio, in which case clause 4.4 will apply.

5.2 If I am a Limitless Studio staff member then in addition to this Agreement I am subject to my Employment Agreement while I am at the Facilities.

6. Payment of Membership Fees:

6.1 If I have chosen to pay by instalment arrangements (whether using the services of EziDebit or by any other arrangement with Limitless Studio), then I will ensure that the fees under this Agreement are paid in accordance with the instalment arrangements. I acknowledge that it is my responsibility to keep my account in funds and to pay all my own bank fees, including any fees which my bank charges if my account is overdrawn because of the deduction or payment of any instalment. If I fail to pay any instalments for any reason (including the failure of any direct debit deductions or credit card payments), in addition to any rights under any applicable EziDebit contract, Limitless Studio (and/or EziDebit as applicable) may either add the outstanding sum to the next instalment or make additional direct debits or take additional credit card payments to recover the overdue amount, and may also charge their reasonable administration and collection costs.

6.2 I understand that I will not be entitled to enter or use the Facilities and will be required to pay casual fees for use of the Facilities at any time when my membership fee has not been paid up to date.

7. Membership Specifics:

7.1 I acknowledge that I may pause my membership for up to four weeks per calendar year, this pause must align with their current membership Instalment dates whereby if a payment occurs on a given date, the membership will pause fortnightly or monthly dependent on my Instalment cycle;

7.2 Any service cancelled within 12 hours of that service's start time is still subject to the full rates of that Service.

7.3 Attendance of a given service may be altered or changed with notification in order to ensure viable and minimum service numbers.

7.4 If minimum service numbers are not reached Limitless Studio reserves the right to cancel services on any given day.

7.5 Clients are responsible for their belongings. Limitless Studio is not responsible for lost, stolen or misplaced items left within or stored upon studio premises.

7.6 Clients who opt for a limitless membership agree that only two classes on a given day can be consecutive or back to back, this does not apply to practice sessions.

7.7 Limitless memberships can be used for standard weekly classes only, this does not include Beginners Courses, intro courses, block courses, workshops or private lessons unless stated otherwise.

8. Complete and Accurate Disclosure: I agree that all information given by me to Limitless Studio is truthful, complete and accurate. I also agree to answer any questions asked by Limitless Studio that Limitless Studio deems necessary in relation to my use of the Facilities.

9. Force majeure: Neither party is liable for any failure or delay in performing its obligations under this Agreement by reason of strike, lockouts, industrial action, fire, storm, or other cause beyond its control, provided that this does not include a lack of funds for any reason.

10. Right to Cancel: If I have chosen to pay by instalments, the Credit Contracts and Consumer Finance Act 2003 ("CCCFA") will apply to this contract and give me a right for a short time after the terms of this contract have been disclosed to me to cancel the contract. How to cancel: If the CCCFA applies and I want to cancel this contract I must give written notice to Limitless Studio. I must also pay the cash price of any contracted services that have already been performed within 15 working days of the day I give notice. Time limits for cancellation: If the disclosure documents are handed to me directly I must give any notice that I intend to cancel within 3 working days after I receive the documents. If the disclosure documents are sent to me by electronic means (for example, e-mail) I must give any notice that I intend to cancel within 5 working days after the electronic communication is sent. If the documents are mailed to me, I must give the notice within 7 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days. What I may have to pay if I cancel: If I cancel the contract Limitless Studio can charge me the amount of any reasonable expenses Limitless Studio had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc). This statement in clause 10 only contains a summary of my rights and obligations in connection with the right to cancel. If there is anything about my rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that I do not understand, if there is a dispute about my rights, or if I think that Limitless Studio is being unreasonable in any way, I understand that I should seek legal advice immediately.

11. Terms, conditions and pricing are subject to change from time to time, Limitless studio will make you aware of any changes 28 days prior to any occurrence.

12. Entire Agreement: I agree that this Agreement (together with any applicable terms contained in any agreement I enter into with EziDebit in relation to payments under this Agreement) is the entire agreement between me and Limitless Studio Gym and supersedes and cancels all previous agreements, understandings and arrangements (whether implied or made expressly).

13. Invalid clauses: If any part of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will be deemed to be amended by the addition or deletion of wording necessary to remove the invalid, unenforceable or illegal part, but otherwise to retain the provisions of this Agreement to the maximum extent permissible under applicable law.

Signed:

Date:
