

# Memberships – Terms and Conditions

## 1. Membership Payments

You authorise Ezidebit acting on behalf of CA Pilates QLD Pty Ltd trading as Pilates Emporium Samford (PE) and Pilates Emporium Bardon (PE) to debit payments from your nominated credit card or bank/building society account on a monthly basis in the amount and for the duration specified.

## 2. Failed Payment Fees

Where you have signed up for a membership it is your responsibility to ensure cleared funds are available in your nominated bank account/credit card to meet the direct debit payment prior to midnight on the day nominated for your direct debit.

In the event a direct debit payment fails you authorise PE to automatically and without notice deduct the failed payment fee from the payment method to which your direct debit payments are made.

## 3. Class Cancellation Policy

You are able to cancel booked classes within 12 hours of the start of the class time without penalty. Upon doing so, the class credit for that class will be returned. If the cancellation is made less than 12 hours before the class start time, or is not made at all, the class credit used to book the class will be forfeited.

## 4. Expiration Dates

You agree that the membership or class fees are generally not refundable and you agree and understand that non-usage of the studio does not allow early termination of this agreement nor does it warrant a refund of any type. You also agree and understand that non-usage of the studio does not affect any payment terms and conditions of this agreement and that PE is in no way responsible for your level of usage of the studio.

## 5. Membership Suspensions

You may elect to suspend your membership up to twice in every 6 month increment of your membership. You must give at least 1 weeks notice to suspend your membership. The total time of the suspension will be added to the end of each 6 month increment. Additional membership suspensions are available at the discretion of PE or where you are unable to attend the studio due to medical reasons. In this case PE will further suspend the membership for the length of time requested by your medical practitioner upon receipt of a medical certificate.

Memberships will also be suspended for the duration of any special promotions (such as a 4 Week Body Transformation or 7 Day Challenge) that you sign onto during the course of your membership.

Requests for membership suspensions must be done in writing and can be emailed to

[samford@pilatesemporium.com.au](mailto:samford@pilatesemporium.com.au) or [bardon@pilatesemporium.com.au](mailto:bardon@pilatesemporium.com.au) and must be made 1 week before your next direct debit is due.

## **6. Membership Cancellation Policy**

Memberships are subject to a 48 hour “cooling off” period. You may cancel your membership within 48 hours without penalty by emailing [samford@pilatesemporium.com.au](mailto:samford@pilatesemporium.com.au) or [bardon@pilatesemporium.com.au](mailto:bardon@pilatesemporium.com.au)

We acknowledge that from time to time you may need to cancel your membership agreement with us after the cooling off period has passed. Membership cancellations require 30 day’s notice in writing and can be made by emailing [samford@pilatesemporium.com.au](mailto:samford@pilatesemporium.com.au) or [bardon@pilatesemporium.com.au](mailto:bardon@pilatesemporium.com.au)

## **7. Membership Renewal Policy**

At the end of the duration of the initial contract the membership will automatically renew on a month-by-month basis until such time as you provide PE with 2 weeks notice in writing requesting cancellation, by email to [samford@pilatesemporium.com.au](mailto:samford@pilatesemporium.com.au) or [bardon@pilatesemporium.com.au](mailto:bardon@pilatesemporium.com.au)

## **8. Direct Debit Service Agreement**

a) You acknowledge that Direct Debit payments are managed and debited on behalf of PE by a third party billing company, currently EziDebit; and are subject to the service terms and conditions of that company. [ezidebit.com.au](http://ezidebit.com.au)

b) PE hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue debiting your account.

c) The Direct Debit service provider (EziDebit) will debit the bank account/credit card nominated by you and agreed under the membership contract purchase.

d) Should the original terms & conditions of this authority need to be varied a minimum of fourteen days’ notice will be provided by the business to you. Queries arising as a result of any such variation must be notified to EziDebit two working days prior to the debit date the variation would apply.

e) Deferment or alteration (written or verbal) by the customer to the debiting schedule will be considered subject to the terms and conditions of any agreement between you and PE whom EziDebit acts on behalf of.

f) If a debit item is disputed EziDebit or your Financial Institution must be notified immediately. EziDebit will endeavour to resolve this matter within Industry agreed time frames. Disputed debit items resolved in favour of EziDebit will incur an administration fee, which will be on-charged to you.

g) When a debit day falls on a weekend and/or a public holiday all debits for that weekend

or public holiday will be processed on the PREVIOUS WORKING DAY. If unsure, you should contact EziDebit.

h) EziDebit, under certain provisions of the "Privacy Act 1988" may give information about you to a credit reporting agency. This information will be limited to repayments, which are overdue pursuant to the terms and conditions of any contractual agreement between you and us and for which debt collection has started.

i) Where you have signed up for a membership it is your responsibility to ensure cleared funds are available in your nominated bank account/credit card to meet the direct debit payment.

j) Should you default on any payment obligation as called for in this agreement, PE reserves the right to declare the entire remaining membership balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and legal fees. A default occurs when any payment due is more than ten days late.

k) Should payments become more than 10 days past due, in addition to the fee in clause 2(b) we reserve the right to charge a late fee of \$15.00.

l) If the Client is paying dues by Electronic Funds Transfer (EFT) or Credit Card payment, EziDebit reserves the right to collect all amounts owed by the Client including any and all late fees and service fees, subject to appropriate State and Federal Law.

m) No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit.

## 9. Liability

a) I understand the risk of injury from reformer Pilates and other foreseeable activities that may occur during my time in the studio including using other gym equipment. I acknowledge that the risks of these activities may be significant including the potential for injury or death. I knowingly and freely assume all such risks, both unknown and known.

b) I acknowledge that I may engage in both privately supervised, group supervised or unsupervised activity and I assume all risks of using equipment, movement or exercise routines or props with or without staff present. In addition, I acknowledge that the business may include outdoor activities, which may present risks such as slippery surfaces, uneven surfaces, loose rocks/gravel, unseen landscaping issues or more.

c) I hereby release, indemnify and hold harmless PE, its employees and any additional affiliates including subcontractors and the owners of this business; and any other business that may be associated with this company, with respect to any and all injury, disability, death, loss or damage to person or property that may arise out of connection with this business or any use of its' products, services or classes.

d) I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives

and any other next of kin. I understand that PE is relying on this release in agreeing to enter into this agreement.

e) I have read the above release of liability information and liability and fully understand its terms and that I have given up substantial rights by signing/agreeing to this document, and I agree to it freely and voluntarily without inducement.

f) Before undertaking your first session with PE you agree to advise PE of any and all injuries or health issues. All information provided must be comprehensive and truthful. Should your circumstances change,, you agree to contact PE immediately to provide updated information.

g) I agree to provide accurate and truthful information about any physical condition or limitation I may have to PE. This includes changes in my conditions or limitations for better or for worse; and where generally indicated or specifically recommended by my instructor I will follow up with a doctor, physiotherapist or other professional to ensure that I am safely able to undertake activities at PE.