



EXCELSIA STUDIOS
WHERE PUMP MEETS PILATES

TERMS AND CONDITIONS

These are the Terms and Conditions on which Excelsia Studios is willing to provide membership to you. Any variation to these Terms and Conditions must be in writing and signed by our authorised officer.

THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE THAT YOU READ IT CAREFULLY.

PRE MEMBERSHIP

PARTIES

This agreement is made between Excelsia Studios and the member whose name appears in the application for membership contract. The member's name that 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. We have seven days after the formation of the Excelsia Studios Membership Contract ("contract") to rectify any error or miscalculation provided in the contract. 7-days after the date of the contract ends your cooling off period.

EXCELSIA STUDIOS RULES

You must wear grip socks on all reformers. No shoes on the floor. You must always respect each other while in class. No overly loud noises during sessions. You must not use your mobile phone while on reformer, it is preferred your mobile is kept in lockers and turned too silent. Respect the beds and the people around you. Do not slam or throw equipment on the floor. You understand that it is suggested to come 10 minutes prior to class for an brief introduction or better still attend Tech-Nique. In return, you will receive participation in activity. You will also make every effort to obey safety precautions as explained to you verbally and through instruction. You will ask for clarification when needed. It is your responsibility to inform your instructor of illness or prior to session commencing. Ensure that you read, understand, and abide by the Rules ("Rules").

ENTIRE AGREEMENT

The Rules, these Terms and Conditions and the Application for Membership and Contract form the entire agreement between the parties (The Contract) and any previous representations or documents whether provided by Excelsia Studios or its agents or employees are excluded from this agreement.

MEMBER APPLICATION

- a) Membership is subject to the Terms & Conditions of this Contract as amended from time to time.
- b) Submission of an Application Form is an offer to Excelsia Studios to become a Member of the Studio subject to these Terms & Conditions. Excelsia Studio reserves the right to reject any application for Membership.



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c) Upon joining the Excelsia Studio, the Member consents to having their photograph taken by Excelsia Studio at any time whilst using the studio. Excelsia Studio reserves the right to use any such photographs for press or promotional purposes.

d) Members and nonmembers accept full responsibility for updating their personal information to Excelsia Studios for the purpose of billing, marketing and contact information.

BILLED MONTHLY MEMBERSHIPS TYPES

The membership type listed governs use of the Excelsia Studio's services and studio. The Excelsia Studio reserves the right to introduce, withdraw and vary categories of Membership without notice.

a) "Foundation" Membership – Access studio for all classes excluding workshops, privates or elite athlete programs. Conditions apply. Price will sustain for so long as client is an Excelsia Studios member and memberships is continuously payed. If client cancels or leaves and comes back, regular prices will have to be paid. A maximum of 2 sessions a day and 20 sessions per month per member allowed. Client can put Foundation Membership on hold for a total of 4 weeks of the entire membership.

b) "Pack" Membership, are valid based on quantity of sessions with expiration based on quantity. Access studio for all classes excluding; workshops, privates or elite athlete programs.

c) Workshops, private session and elite athlete programs are all by appointment only.

d) 3 for Free Pass is valid for 7 consecutive days only and once only.

e) Casual Visit \$27 – allows one off access to a session only for the same day.

f) Guests are required to complete forms supplied by Excelsia Studio.

g) Memberships contain either a "12 month minimum term" or are deemed "no commitment".

h) "12 month minimum term" means 52 weekly or 12 monthly payments followed by weekly or monthly payments.

i) "No commitment" means weekly or monthly payments.

j) Transaction fees apply on weekly, fortnightly or monthly payments.

k) Corporate or Group Discount Membership means a discounted fortnightly price or discounted joining fee.

l) Paid in full memberships are not subject to a transaction fee.



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HEALTH AND INJURIES

It is your responsibility to seek medical clearance prior to commencing any exercise program. Excelsia Studios asks you to declare your medical history for any health condition that may affect your safety while in the Studio. You further warrant and represent that you will not use Excelsia Studios 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 a risk, however small, to other members and guests. You agree to hold Excelsia Studios entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. You also acknowledge the risks involved in Pilates Reformer classes. These include but are not limited to straining, falling, injury from springs. You swear that you are participating voluntarily, and that all risks have been made clear to you. Additionally, you do not have any conditions that will increase your likelihood of experiencing injuries while engaging in this activity. You understand that it is suggested to attend Tech-Nique or first time come 10 minutes early to class for a brief introductory. In return, you will receive participation in activity. You will also make every effort to obey safety precautions as explained to you verbally and through instruction. You will ask for clarification when needed. We reserve the right to refuse entry or terminate memberships based on health reasons for the safety of our members.

AGES

If you are under 16 and visiting the Excelsia Studio, the parent or guardian must accompany the minor or sign a release on behalf of the minor. As a parent or guardian of a minor you hereby agree to be fully responsible for any and all actions, damages, injuries or loss to property or person, performed by the minor with or without your supervision in the Excelsia Studio. We reserve the right to refuse access to members who are under the age of 16 without their guardian or parent present if we feel the need. The parent or guardian takes full responsibility for ensuring membership fees is paid and up to date for their minor's membership.

ONGOING AGREEMENT

- a) This is an ongoing membership agreement.
- b) Your membership with Excelsia Studios will continue until adequate cancellation criteria has been met and agreed with an authorised officer of Excelsia Studios.
- c) If you seek to terminate the agreement or stop the automatic debit arrangement in a manner not prescribed in the agreement, then you may be liable to the Excelsia Studio for damages for breach of contract.
- d) You are liable for any bank charges to you for failing to meet the direct debit agreement.



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DURING MEMBERSHIP

PAYMENT

- a) Membership is payable in advance, either annually or weekly as per the Membership type selected. A pro rata payment will apply if start is not at beginning of month. Membership fees will be debited weekly, fortnightly or monthly, via bank account or credit card. In the event that the Member falls into arrears in respect of any fees payable, all arrears must be settled before the Member can use the Excelsia Studio.
- b) If the direct debit option is taken, the payments will be debited from your bank account or credit card. It is your responsibility to ensure you have sufficient funds in the nominated account when the monthly payments are to be debited and if the debit is unsuccessful you will be responsible for any administration fees and or collection fees.
- c) Excelsia Studios is not liable for any fees incurred to member from their designated bank or card provider for any late fees or charges incurred for failing to meet direct debit agreement.
- c) Weekly, fortnightly or monthly Membership fees may be increased at the discretion of and at any time by Excelsia Studio, subject to 30 days written notice.
- e) Any discounted Membership options are offered on the basis that the Member can provide proof of eligibility; Members should be aware that the full fee for their Membership type might be applied until such proof is provided.
- f) Excelsia Studios reserves the right to levy an administration fee if required to forward the account to a 3rd party collection agency.
- g) Excelsia Studios reserves the right to use the services of a third party billing company to deduct payments.
- h) Excelsia Studios reserves the right to charge a late payment fee.
- i) If membership payments are overdue, Excelsia Studios reserves the right to deduct these membership dues from your bank account or credit at any time without notice.
- j) If membership payments are overdue, Excelsia Studios reserves the right to terminate membership at any time; refuse entry until full payment has been made to either 3rd party debt collection agency or Excelsia Studios.



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GROUP TRAINING

a) This is billed weekly, fortnightly or monthly. A pro rata payment will apply if start is not at beginning of month (subject to changes).

b) If you are booked in for a class and can no longer make it, you may miss a class with no penalty, the requirement is notifying Excelsia Studio staff a minimum of 6-hours prior to class following Excelsia Studio class cancellation policy. If you do not notify Excelsia Studio you will still be charged for that session.

c) All bookings are to be made online, via Excelsia Studios/MindBody App and you must sign in upon entry to the class. Should you not be booked to a class you are not guaranteed a position within the class and Excelsia Studios reserves the right to refuse entry to a class.

FREEZING YOUR MEMBERSHIP

a) Members who are paying on Direct Debit may apply for their Membership to be frozen, subject to one full calendar month notice. Each member can take up 1-month free freeze membership, (1 full month equals 4 weekly debits and no more). A fee \$10 per month otherwise will be charged after 1 month complimentary freeze time has been taken.

b) Freeze periods will not count towards a Member's contractual term, and will extend any applicable minimum term by the month freeze taken. Membership may not be frozen during the notice period of cancellation.

c) Members on a Monthly contract type will have their freeze fee/s taken via Direct Debit; Members on a Paid in Full contract type must settle their freeze fee/s upfront in advance.

d) Freezing for reasons of illness, injury or pregnancy will be reviewed and leniency may be applied in relation to the fee and notice period; appropriate medical documentation must be attached to the request for this to be considered.

e) All correspondence should be sent to hello@excelsiastudios.com.au.

ASSIGNMENT

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.



POST MEMBERSHIP

CANCELLATION

All Cancellation requests must be made in writing at your home Excelsia Studio at least 30 days prior to the cancellation date (after the minimum term specified). Requests via phone, fax, email or other medium may not be processed unless adequate written documentation must be provided in the case of a dispute.

Should the Member be unable to attend the Excelsia Studio to complete Cancellation by emailing at hello@excelsiastudios.com.au, the Member may send an email to the Excelsia Studio or send a written request to the Excelsia Studio addressed to the Excelsia Studio Manager. The Member takes full responsibility for ensuring that the Excelsia Studio has received the notification, and should be aware that the notice period will apply from when the member is i) eligible to cancel and ii) notification is received by the Excelsia Studio.

After 7 day cooling off period at start of membership has expired, you are not entitled to cancel your membership during the initial term except by following the terms set out in this contract.

If you have cancelled in your cooling off period please allow up to 10 working days after cancellation to process any refund. Cooling off period begins when agreement has been signed.

Medical – You may cancel this agreement for medical reasons. Your doctor must provide certification that you are unable to use the Excelsia Studio over an extended period of time, and that using its facilities and services would impair your health.

Relocation – You may cancel or transfer this agreement by giving 30 days written notice if you move your permanent residence 20km from any Excelsia Studios location. We will require proof of relocation. You must provide information supporting your move and that it is permanent.

Without proof of medical or relocation documentation (as stated in this document) membership and fortnightly debits will continue until conditions of this agreement are met and authorised officer of Excelsia Studios confirms in writing to member.

Should a Member be bound to a Contract, and is unable to use the Excelsia Studio for the remainder of the term, the Member may apply to transfer the Contract to another person. The Member is responsible for finding someone to sign into the Contract, who has not been a Member of the Excelsia Studio within the last 3 months. A Transfer Fee will apply as per the Excelsia Studio's current price schedule. Both the existing Member and the new Member Must attend the Excelsia Studio to complete the transfer application, which will not be deemed complete until a Membership Application Form has been completed and signed by the new Member.

'Fair Play' Option is in place to reward member loyalty and encourage usage. Any member can cancel their membership with 30 days written notice and no penalty if they have used the Excelsia Studio a minimum of 3x per week for the last 6 weeks prior to requesting to cancel. One-month notice is required after the 6 weeks of 3x a week studio use is complete. All data is taken from the Excelsia Studios member management system. The member is responsible



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for ensuring accurate data can be collected, failure to sign into the Excelsia Studio upon entry is the sole responsibility of the member.

Corporate Memberships or discounted promotional memberships are still subject to full terms and conditions as laid out in this document with amendments being recorded properly in writing on date of joining, written on contract or in corporate service agreement.

TERMINATION OF MEMBERSHIP BY EXCELSIA STUDIOS

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

- a) the Member breaks these Terms & Conditions or the Excelsia Studio Rules, either repeatedly or one serious breach.
- b) Any fees remain unpaid after repeated requests for payment by Excelsia Studio.
- c) The Excelsia Studio is of the opinion that the Member is not suitable for continued Membership.
- d) The Member puts the health, safety or well-being of staff or Members at risk.

All decisions made by Excelsia Studios under this clause are final and binding. The Member is then prohibited from Membership at any other Excelsia Studios.

YOUR PERSONAL INFORMATION

Members are responsible for advising the Excelsia Studio of changes to their personal information. Where The Excelsia Studio is required to provide any written notification, Excelsia Studios will send the notice to the address on the Application Form or any updated address the Member has provided since joining. Any notice sent by the Excelsia Studio in accordance with this clause will be deemed received by the Member two days from the date of dispatch.

LIMITATION OF LIABILITY

Excelsia Studios Pty Ltd 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, unless such event is due to the Excelsia Studio being negligent. If the Excelsia Studio has been negligent, liability shall be limited to \$200. Excelsia Studios will not be held liable for any death, personal injury or illness occurring on the premises or as a result of use of Excelsia Studios facilities, unless such event is due to the Excelsia Studio being negligent.

CHANGES TO EXCELSIA STUDIO TERMS & CONDITIONS

The Excelsia Studio may amend these Terms & Conditions, and will display when changes are made in Excelsia Studio or on the Excelsia Studios website. Any changes will be effective immediately.



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THE TERMS OF YOUR CONTRACT

a) A signed Application Form, the Waiver of Liability, the Terms & Conditions, and the Excelsia Studio Rules make up the binding Contract of Membership with The Excelsia Studio. Members are advised to read the Terms & Conditions and Excelsia Studio Rules in full before signing the Application Form.

b) The failure of Excelsia Studios 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 & Conditions or Excelsia Studio Rules shall not be deemed to be an affirmation by the Excelsia Studio that the behavior of the Member or Guest is acceptable.

c) Except where permitted by this Contract, neither the Excelsia 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.