

Academy Terms & Conditions

(Read This Before Signing!)

Before you can join the Academy you must complete the following;

1. Read, fill out and sign all information supplied which is an Enrolment Form (Members Application Form) and a Direct Debit form if you are choosing this payment option. Parent(s) or caregiver(s) of students aged between 6yrs - 15yrs must fill out and sign all information supplied on their behalf.
2. Once that has been completed, we may wish to set up a time for an interview for you with the coaches and trainers if we feel it is necessary or if we have some concerns. All parent(s) or caregiver(s) must be present at the interview. If you are not the full time guardian/caregiver of this kid/youth you will not be permitted to enrol them.
3. Once the interview process has been completed (if required) and you have been accepted as an academy member, you can choose to pay for your package either by Direct Debit or pay in full at the gym reception at the end of the enrolment process. You will need to pay 1 Month in advance if you choose to pay your membership by Direct Debit.
4. If we do not ask you to come in for an interview then your membership application form has been accepted.

You must do the following when your contract expires or if you wish to cancel your membership;

1. If you choose to pay for your membership by direct debit and you have entered into one of our fixed term memberships/contracts, you must come in and cancel your membership once it has expired with Cherine Henry or email her. This cannot be done by anyone else other than the contracted client or the parent/caregiver of the contracted client if they are 15 years or younger. It cannot be cancelled over the phone, by txt or Facebook, as we require proof of identification. This must be done with Cherine Henry as she is the manager of the gym, no other staff member in the gym can do this for you. If you fail to email Cherine or speak to her in person your membership will continue as you will go from a fixed contract to an open contract. There will be no refunds if your contract rolls and you fail to contact Cherine in person or by email. If you are on Direct Debit and your contract has expired and you cancel with Cherine or by email, it will take 48 hours before the payment stops. This is to allow the Bank and the Direct Debit company time to process this instruction. If you want it to stop that day it is impossible, it will take 2 days (48 hours) before this will be processed. There will be no refunds if a payment is taken within this time frame as it cannot be processed any quicker than this.

Your payments and your contract with the Academy will cease once the above process has been completed. If you do not cancel your membership when it expires, your membership will roll over and payments will continue to come out, you will be in an Open Contract. You cannot cancel your membership before the expiry date. You can pass your membership on and pay an administration fee of \$25. The person who takes over the membership must go through the same enrolment process as you did, which is stated above in the category, **(Before you can join the Academy you must do the following.)** Or you can buy out of your membership at the fixed rate of \$299.00.

2. If you pay for a package in full, when your membership expires it does not roll over, you will have to resign at the current gym prices available at the time. If you wish to pay for your membership by Direct Debit when you resign you will have to follow the Direct Debit Process outlined above under, **(Before you can join the Academy you must do the following.)**
3. If you choose to resign you will need to fill in an online application form again via our website.

Gym Membership Package Contract & Guidelines (Terms and Conditions) are as follows;

1. Packages are for individuals only.

2. If you purchase a Kids, Youth, Morning, Lunch or Women's Only Class package, you are only entitled to participate in those particular classes. These packages do not entitle you to use the open gym or any other classes other than those specified in that particular package.

- All Kids prices are for those aged from 6yrs to 12yrs.

- All Youth prices are for those aged from 12yrs to 17yrs.

- All High School prices are for those aged 16yrs to 18yrs. If you are 14+ and you wish to participate in adult classes, you will be charged at the High School Student rates.

- All Tertiary Student prices are for those aged from 18yrs+ and you must show your student I.D. in order to purchase any casual or membership packages. When we refer to a Tertiary Students this means they either go to a University, Polytech or College. College does not mean High School, it refers to Teachers College etc. You do not get the Tertiary Student prices if you are an apprentice e.g. Builders Apprentice etc. you will be charged at Adult prices.

- All Adult prices are for those aged from 16yrs+.

- If you wish to purchase Lunch Class Package you must be aged 16yrs.

3. If you purchase an Academy Concession Card this entitles you to X10 sessions. Each click is one class and includes open gym before or after class. If you wish to do two classes, it is two clicks. One click is not one whole day, it is one class and open gym before or after class only. One click can also be used for one session in the gym (Open Gym), not the whole day coming and going as you please. Once you leave the Academy and you wish to return later on the same day, it will be another click. All concession tickets expire 6 months from the date of purchase. Once you purchase a concession card there are no refunds or refunds for sessions not used.

4. You do not book in for classes, it is a first in first served basis. If classes are full you will have to come to the next available session or use the Open Gym if there is space available and it does not interfere with the class or classes. All Full-time members and Concession Card holders have precedence over all Casual members. If you choose to do more than one class in a row, you do not have precedence over another Academy Member who has not attended a class.

5. If your personal details or medical back ground changes you are to let the coaches and the receptionists know so we can make the necessary changes to your records. This cannot be done over the phone as we require proof of identification. If your medical background changes and you have any concerning injuries, infectious or contagious conditions, it is to our discretion whether or not we will allow you to remain as an Academy member. There will be no refunds made if your membership is terminated.

6. If you are paying by Direct Debit for your package and you are going to change banks, you must let us know before these changes are made. You will have to fill out a new Direct Debit form and pay two weeks in advance. This is to allow the bank enough time to reprocess your new Direct Debit Authority, as they are not processed in Dunedin. Your Direct Debit payments will commence on the fifth week, as your 1 Month in advance covers your first four payments. If you do not let us know that you have changed banks and your Direct Debit comes back as Authority Stopped or Account Closed, we will charge you a standard \$10.00 dishonour fee, as well as the normal membership payment. You will be charged a dishonour fee as well as your membership fee every week until the issue is sorted at the Academy Reception. We will continue to charge and fine you up to 28 days. This cannot be sorted over the phone as we require proof of identification, a new Direct Debit Authority set up with your new bank account details and payment of your outstanding debt. If you have not come in and filled out a new Direct Debit Authority and paid your outstanding debt within 28 days of your Direct Debit authority being stopped, your details will be sent to a Debt Collecting Agency and from there legal proceedings may commence if this issue is not sorted. You are liable for the full amount owed for your Fixed Membership purchased which you agreed to in this contract.

7. If you are paying by direct debit and you miss a payment due to insufficient funds, you will not be permitted to train until your missed payment is paid in full. Each time a payment is missed the Academy will fine you \$10.00 on top of your membership fee due/outstanding. If you fail to respond within 28 days, your details will be sent to a Debt Collecting Agency and from there legal proceedings may commence if this issue is not sorted. You are liable for the full amount owed for your Fixed Membership purchased which you agreed to in this contract. There are no refunds. Once you have paid your debt in full you are permitted to use the Academy Facility again as outlined in your contract.

8. You cannot cancel your Direct Debit Authority with the bank until you have followed the correct procedure at the Academy Reception for cancelling your membership which is stated under the section (**You must do the following when your contract expires or if you wish to cancel your membership.**) If you cancel your Direct Debit Authority with the bank before you have cancelled your membership at the Academy, you will be charged a standard cancellation fee of \$299.00. If you fail to respond within 28 days, your details will be sent to a Debt Collecting Agency and from there legal proceedings may commence if this issue is not sorted. You are liable for the full amount owed for your Fixed Membership purchased which you agreed to in this contract. If you pay the \$299.00, you will only owe for the time you trained at the gym that is outstanding, this is on top of the \$299.00 cancellation fee which covers your contracts remaining time.

9. There are no refunds, we have a no refund policy.

10. We put a membership on hold for a maximum of 2 weeks per contract.

Please do the following before each training session;

1. Tie your hair back off your face for all classes.
2. Remove all jewellery, (including wedding bands and studded earrings.)
3. Cover all open wounds, cuts or abrasions with appropriate dressings.
4. Make sure all finger nails and toe nails are short and blunt, this is especially important in all contact classes.
5. Bring all equipment required for your training session and a sweat towel.
6. Make sure all your gear is labelled so there is no confusion with other members gear.
7. Bring all necessary medications to class e.g. asthma inhalers etc.
8. If you choose to do more than one class in a row, you must bring a spare change of clothes and deodorant for between classes. If you do not, you will not be permitted to train in the next class. If your hygiene is questionable, the coach/trainer has the right to refuse you training in his/her class.

Equipment Guide Lines;

1. Please wipe down all weights and exercise equipment with supplied cloths/sprays/wipes. Do not spray directly on electrical equipment, spray onto the cloth and then wipe.
2. Do not use equipment if you are not sure how to operate it, ask at reception for some assistance?
3. No shoes allowed on the matted area.
4. Do not swing on any of the gym gear/equipment unless it is designed for that purpose.
5. When using the weight benches please lay a towel down covering the bench.

Appropriate actions will be taken and academy memberships/services will be terminated (with no refunds), if any members/clients are found doing any of the following;

1. Using drugs or drinking alcohol on the academy premises.
2. Training while intoxicated or over medicated, (intentional use.)

3. Any form of inappropriate behaviour (verbal or physical.)
4. Any form of intentional damage to the academy or others client's belongings.
5. Any miss use of academy techniques learned at the gym or outside the gym.
6. Any form of theft.

Do not do any of the following;

1. Spit on the academy floor.
2. Throw any of your belongings on the ground or on the seats, please use the available cubby holes in the bathrooms. If you have valuables, you can ask at reception for them to look after it for you and collect it from them before you leave.
3. Stand in the walk ways. (Keep all walk ways free of bodies so people can come and go as they please.)
4. Talk while coaches are teaching during class, please show them some respect.
5. Enter any of the staff only areas.
6. Do not use the fire exit doors, except in the case of an emergency or fire or if the Coaches use them during class.
7. Share fluids. (We do not want people sharing drinks due to meningitis, flues etc.) Please bring your own drink or you can purchase one from reception.
8. Train while suffering from a serious injury, infectious condition or major health problem.
9. Touch any of the mirrors.
10. Train or coach other academy members without the coaches permission.
11. Do not fill your water bottle in the toilet facilities, (for obvious hygienic reasons.)
12. Do not get changed by the cubbyholes or in the gym area. Use the changing room and bathrooms supplied.
13. If you are using the Open Gym while classes are running, do not use the boxing floor area or any equipment in the boxing floor area, as it interferes with classes. You can only use the weights and exercise machines in Open Gym or the Boxing Ring area.
14. Patches or coloured bandannas are not permitted on the Academy premises.

Toilet facility guide lines;

1. You must supply your own towel, soap, shampoo and conditioner when using our showers.
2. Showers are limited, so please keep them to no more than five minutes so others may use the facility as well.
3. After each shower please wipe down shower cubicle floor with towel.
4. You must be 16+ to use the showers.

Our Academy rights;

1. If the coaches or trainers think your intentions are not correct for a certain type of training, then you will not be accepted into the class and/or as an Academy member.
2. All classes are subject to change without warning to customers, regardless of services and packages previously purchased. If this happens there will be no refunds made for missed or cancelled classes/services. We do not individually contact students, parents or caregivers when classes/services are changed. Our Time Table is posted on the Academy Website and Facebook

pages. It is your responsibility to regularly check our social media sites for changes in our class schedule.

3. The Academy can be closed at any time without warning to customers. If this happens there will be no refunds made for missed/cancelled classes or services. We do not individually contact students, parents or caregivers. A notice will generally be posted around the Academy, on the Gym Website and/or on the Facebook pages if we are aware that we may be shut for a certain period of time. It is your responsibility to regularly check our social media sites for changes in our schedule.

4. If you have not disclosed something of importance on your application form that may indirectly or directly affect you, the Academy, the Coaches or others. It is to our discretion whether or not we will allow you to remain as an Academy member or whether further actions may need to be taken. There will be no refunds made if your membership is terminated.

5. If you have lied on your application form, it is to our discretion whether or not we will allow you to remain as an Academy member. There will be no refunds made if your membership is terminated.

6. If your medical condition changes which may indirectly or directly affect you, the Academy, the Coaches or others, it is to our discretion whether or not we will allow you to remain as an Academy Member. There will be no refunds made if your membership is terminated.

7. If your hygiene is questionable you will not be permitted to train. If the problem continues it is to our discretion whether or not we will allow you to remain as an Academy Member. There will be no refunds made if your membership is terminated.

8. If you use any of our moves, drills or exercises outside of the Academy to profit and/or instruct others without our permission, it is to our discretion whether or not we will allow you to remain as an Academy member. We do not allow Personal Trainers or any other fitness related Employees, Students or Customers from other Organizations to use any of our techniques outside of the Academy due to obvious reasons. There will be no refunds made if your membership is terminated.

9. If you work, study or train at another Fitness Organization, Club or Gym and you have not disclosed this to us before enrolling as an Academy member, it is to our discretion whether or not we will allow you to remain as one. There will be no refunds made if your membership is terminated.

If you are in a Fixed Contract and you no longer wish to be an Academy Member/Client you must do the following;

1. If agreed by the Academy coaches/trainers/or directors, you may sell your membership to another person and you must pay an administration fee of \$25.00.

2. The person taking over the membership must read, fill out and sign all relevant forms, an Application Form (online via our website) and/or a Direct Debit form (if applicable.) They may also be required to undergo an interview with the Academy Coaches (if necessary) in order for the transfer to take place. If the package is being paid by Direct Debit, we will cancel the current authority and set up a new Direct Debit authority with the new clients bank account details. The new member will have to pay two weeks in advance at the time of enrolment to allow the bank enough time to process the new Direct Debit authority. The new client also has the option of paying in full the remaining amount outstanding on the contract.

3. If the Coaches/Trainers do not agree to that person becoming an Academy Member, then the package will not be transferred.

4. There are no refunds.

5. If you no longer wish to continue as an Academy member, you can buy out of your membership for \$299.00. This membership cannot be cancelled by someone else. It must be the contracted client or the Parent/Caregiver of the contracted person if they are 15 years or younger. It cannot be cancelled over the phone, by txt, Facebook, as we require proof of identification. You will need to

email Cherine Henry who is the manager or see her in person in order to do this. No other staff member can do this for you.

Liability Disclaimer (Please Read Before Signing!)

"Us" and "we" means NZ Fight and Fitness Limited (NZFFA).

"You" means the student or parent/caregiver (if under the age of 16yrs) or NZFFA Academy member.

All information disclosed to us by you is confidential and used for NZFFA purposes only unless you authorize us to disclose it. Information and advice given by us should not be used as a substitute for medical advice, diagnosis, treatment or care from a health professional. You should discuss all concerns about your health and treatment of a medical condition/s with a health professional. To the extent permitted by law we do not accept any liability or responsibility for any direct, indirect or consequential injury, loss or damage which may directly or indirectly result from any information, advice, opinions, representation, omission, services or training given or made in connection with your membership of NZFFA Academy. You acknowledge that we offer activities that may result in physical harm to you and/or others.

You assume all risks and full responsibility in all forms. You understand that you cannot hold us (NZFFA) or any of NZFFA Directors, Partners, Employees, Contractors or Agents responsible for any harm, loss, damage, property damage, personal injury, or death to you or others resulting from, but not limited to, arising out of, or in any way in relation to your gear and equipment used, skills and techniques taught to you and used by you, knowledge and advice offered to yourself and others while a member of the NZFFA Academy and/or your involvement in an incident that arises on or off of the NZFFA Academy facilities. You have an obligation and responsibility to yourself and other users of the NZFFA Academy to conduct yourself in a safe manner. You will not use the NZFFA Academy while under the influence of drugs or alcohol or while suffering from or experiencing any other conditions.

You are responsible for checking, ensuring and maintaining all gear and equipment used in the NZFFA Academy including, but not limited to, gloves, head gear, gi's, boxing equipment, fitness equipment and weights equipment. You must notify one of our staff members if you have any concerns regarding the safety or condition of our equipment or facility. You agree by signing this that all photos taken of you at the Academy and/or fight training footage and/or fight footage may be used for any form of marketing including, but not limited to; website, Facebook, blog, posters, flyers etc. to promote the Academy at any time, even if you are no longer a member.

PAYMENT TERMS

I/we agree to pay our account by 10 working days following the date of invoice. An account is not deemed to have been paid until funds are cleared. I/we also understand and agree to pay any interest costs at the current bank business overdraft rate calculated daily from the date when payment was due, until made in full as well as any collection charges, legal fees, salvage charges, storage costs and any other costs incurred in the event of late payment.

PRIVACY ACT

I/we give authority to any person or company to provide you with any information you require to process this application and I/we agree to you furnishing any third party, details of this application and any future dealing I/we may have as a result of this application.

DECLARATION

I declare all personal information to be true. I understand that by signing I have agreed to all the information and conditions outlined in this form and that I am legally bound. I understand that I cannot hold your or any of your Directors, Partners, Employees, Contractors or Agents responsible for loss or damage I may suffer or I directly or indirectly cause to others. In the event that any of the above provisions is declared unlawful or of no effect, our liability shall be limited to the amount paid by you as a membership fee for the NZFFA Academy.