

## Terms and Conditions

### Parties to the Contract

1. Industrial Fitness and/or any contractor directly licensed to provide services on behalf of Industrial Fitness who holds a current trainer certification.
2. The client means the party signing Industrial Fitness membership form. In the case of a legal guardian signing the form on behalf of a minor or any other person who is unable to sign the declaration on behalf of themselves for any reason including but not limited to physical or mental impairment, absence, or illness the terms and conditions apply to the participant in the program itself and do not extend to the signatory.

### Payment

1. The client will be charged an administration fee on signing up, this is non-refundable under any circumstances.
2. The client will complete a direct debit authority form, select a preferred membership type and payment frequency, this will determine the fees you pay, the funds will be deducted from the nominated bank account.
3. The client agrees to pay all applicable fees by the due date. Failure to make a payment may result in a late payment fee from Industrial Fitness. Industrial Fitness will not take responsibility for any charges from the bank because of a late payment.

### Cancelling

1. The client must cancel in person by completing a cancellation form, signing out of the agreement, and returning their key tag. Industrial Fitness operates a 4 Week paid cancellation notice period upon signing out of the contract. The client will be charged \$15 when cancelling if they fail to return their key tag.
2. The client cannot hold their membership during the 4-week cancellation period. If the client is on hold when they decide to cancel, the membership will come off hold to complete the termination period.
3. Any outstanding debt on the client's account must be paid in full before Industrial Fitness terminates the membership.
4. Cancelling your direct debit instruction directly at your bank or a verbal/email/other instruction to any member of the Industrial Fitness gym is not sufficient.
5. The client can transfer a membership there is a \$50 transfer fee and any promotional lock in terms will remain on the transferred membership
6. **For Personal Training**, 24-hour notice must be given for cancellations of a session, failing to do so will result in full payment being charged.

### Membership Hold

1. The client may hold their membership for a maximum period of 8 weeks per annum, this is at no charge for the first 4 weeks, each week after there will be a charge of \$5
2. Industrial Fitness does not offer open-ended holds, the client has to complete a hold form that will state a start and finish date. After this date, the client's payment plan will continue as per their payment plan schedule.
3. The client may be charged a pro-rata fee, this will be deducted prior to or post the hold date.
4. Industrial Fitness does not allow for the client to hold their membership for the 4 Week cancellation period

### Membership Options

1. The client will select their preferred membership type when signing up, this will determine what the client has access to at Industrial Fitness. If the client is seen to be training outside of their membership restrictions, they will be charged the difference and their membership will be updated effective immediately.
2. If the client chooses to lock their membership into a fixed term, the contract can't be cancelled until expiry. The client can transfer to an individual they find, to fulfil the term. To transfer a membership there is a \$50 transfer fee and any promotional lock in terms will remain on the transferred membership
3. The client may upgrade or downgrade their membership type, only one membership change can take place per 4-week period.
4. Annual/short term fees paid in advance cannot be refunded under any circumstances. The client will not be refunded under any membership option for not using the gym. Membership fees and other fees are reviewed periodically. The client will be given 14 days' notice of any changes to the members' email provided.
5. To qualify for any discounted membership options, you are required to supply evidence of your eligibility. You may be charged at the full membership rate until such evidence has been produced.

6. There will be no classes running during public holidays or over the Christmas season, you have the option to downgrade your membership prior to the holidays, failure to change your membership option will not result in a refund.

### **Privacy**

1. Any personal information will only be accessible by Industrial Fitness staff primarily in the interest of ensuring our clients' health and wellbeing. Information will only be shared with third parties who are part of the Industrial Fitness program who provide direct benefits to the client.
2. All signatories to this agreement give permission for Industrial Fitness or any licensed provider to use their image for marketing purposes.

### **Indemnity**

1. Industrial Fitness shall NOT be liable or responsible for any direct, indirect, or consequential injury, loss or damage to the person or the property of any participant Industrial Fitness programs, one off training events, one-one training products or any other service of a similar nature.
2. All personal property is the responsibility of the individual and Industrial Fitness accepts no liability for any loss or damage. Lockers are available for when the client is training, items left for longer than the client's session will be placed into the lost property and eventually discarded if not collected.

### **Policies and Rules**

1. The client agrees to abide by the "Gym Rules" as posted in the premises and on the website ifyou dare.co.nz. Copies are available for members if requested.
2. Membership may be withdrawn with no refund if any member breaks the Gym Rules.
3. All clients are required to complete a health and safety questionnaire with the information being declared accurate. Any known medical conditions or injuries, you should consult a doctor/physio before participating in any form of exercise.

### **Contract**

1. The terms hereof this contract supersede all others between Industrial Fitness and the customer related to this service whether they be written or verbal and come into force once the client has signed the Industrial Fitness membership agreement.
2. Industrial Fitness reserves the right to vary these terms and conditions. Notice of any variations will be validly given and the client will have the option to continue with their subscription or cancel in line with Industrial Fitness cancellation policy.

By signing below, you are acknowledging you have read and understood the terms and conditions of Industrial Fitness.

Client Signature: \_\_\_\_\_

Fight Science Ltd

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