

FLEXA CLINIC

active body resilience

Flexa Studio Membership Terms & Conditions

12 week Fixed Term Membership

1. Parties to Membership and definitions

“Flexa Studio” means the facility operating at Flexa Clinic, 160 Lake Road, Northcote, Auckland.

“Member” means the person completing the membership application and signing these terms and conditions.

2. Membership Term

The member agrees to a 12 weeks’ fixed term, and acknowledges that this fixed term offer is available once only, per member.

3. Fees

The Member agrees on joining to:

1. Complete a Studio Intro (where applicable), to be paid for at the time of joining, consisting of three 30 minute introductory sessions with a Flexa Studio trainer.
2. To either pay in full the 12 weeks’ membership fees in advance upon the day of signing, or alternatively sign a direct debit authority (for weekly payments) authorising payment in favour of Flexa Studio for the relevant weekly membership fee, commencing on the agreed date, and ending after 12 consecutive payments.
3. Notify Flexa Studio of any change of bank account, and if so, to complete a replacement direct debit authority.
4. Pay the full cost of the membership as outline in their membership agreement until such time as the membership fixed term period has ended.

4. Overdue Payments

Should any of the Member’s direct debits fail to be made, the Member undertakes to make good within seven days. If any weekly instalment remains outstanding for more than four weeks the Member accepts that Flexa Studio reserve the right to refuse the member entry to the facility until such time as payments are brought up to date. Ongoing failure to make payment may result in termination of the membership contract and action taken to recover the funds, along with any collection fees or costs incurred in the recovery of that debt.

5. Membership Rules

The Member agrees to comply with the membership and facility rules of Flexa Studio at all times. Failure to do so may result in the Member being requested to leave. The Member agrees to comply with Flexa Studio Health and Safety Rules and to adhere to the behavioural conduct requirements of Flexa Studio. Flexa Studio reserves the right to ask a Member to leave if any Members activity is considered by Flexa Studio to be illegal, offensive or dangerous to any person. Flexa Studio reserves the right to amend the rules from time to time, all members are bound to comply with all current rules during their use of the facility.

6. Membership Entitlements

Membership entitles the member to full use of the Flexa Studio facility with accordance to the terms of the membership option selected by the member and subject to compliance with the membership and facility rules. The Flexa Studio class times will be at the discretion of Flexa Studio and can change from time to time. Flexa Studio does not guarantee that the Flexa Studio classes or the services the member wishes to use will be available at the time they wish. Classes are subject to availability, you may pre-book to ensure your place, bookings can be made at reception or online at www.flexaclinic.com.

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Flexa Studio 12 week Fixed Term Promotion – 12 weeks'

Membership entitles the member to unlimited access, during hours of operation, to the Flexa Studio facility and complimentary classes and group sessions. Refer to the Flexa Studio timetable for the latest options and times. Classes are subject to availability, prior bookings are available at reception. It does not include other services such as personal training, these can be purchased separately.

7. Holds Policy

Members can put their fixed term membership on hold for a minimum of 2 weeks and for no longer than 6 weeks once during the term of the membership by completing the Membership Hold request form. Request forms will not be backdated.

In addition a Member may place their membership on hold due to serious illness or injury, effective immediately and/or for an extended period, with a medical certificate provided.

8. Liability

The Member has rights under The Consumers Guarantees Act 1993 (Act). Other than these rights and the rights under this Membership, Flexa Studio will not be:

1. Liable to the Member for any direct, indirect or consequential loss, damage or injury of any kind to the Member or the Members property;
2. Obligated to give the Member any refund if the Member terminates their membership or fails to use their membership during the Membership Term for any reason.

9. Medical Waiver

The Member takes full responsibility to use the facility unattended or unsupervised.

The Member acknowledges that they have been advised to consult a doctor prior to the use of the facility and will follow any instruction or advice given by that doctor. To the best of their knowledge the Member declares that they do not suffer from any physical, medical or mental condition that may be aggravated by the use of Flexa Studio.

The Member consents to receiving medical treatment in case of illness or injury sustained while at the facility or connected with the use of the facility and acknowledge that Flexa Studio will not be held liable for any costs, claims or expenses of whatever nature in respect of that treatment or any treatment thereafter.

Flexa Studio reserve the right to refuse entry to the studio if Flexa Studio believes a Members' medical condition or injury may result in harm to the Member or other Members.

10. Privacy

The Member acknowledges that personal information has been given to Flexa Studio as part of their membership application process and that Flexa Studio are authorised to access this information for any purpose required to comply with the terms of the Members membership agreement but for no other purpose unless authorised by the Member. The Member has the right under The Privacy Act 1993 to access and request correction of any personal information.

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11. Declaration

I, _____ the Member, acknowledge that I have read and accepted the terms and conditions of this membership agreement.

I confirm that all information I have provided to Flexa Studio in completing my membership application is correct, truthful and complete.

Signed:

Date: