



Agreement for trial period and SunaFit or SunaBlitz

MEMBERS DETAILS

Name: Date of birth:

Home: Work: Mobile:

Email (required):

Address:

Emergency Contact

Name: Relationship: Phone:

How did you hear about us? Referred by:

AGREEMENT TYPE:

For my trial period, I am opting to do:

- ☐ \$49 – 4 Week Trial – Get Stuck In
- ☐ \$99 – 2 Week Trial – Get Stuck In – Solo
- ☐ I have a voucher or promo | details :

After my trial period, I will move to SunaFit or SunaBlitz as marked below. I will advise by email if I want to upgrade to other Suna options such as SunaForm.

- | | |
|---|---|
| <input type="checkbox"/> \$26.50 per week / \$115 per month | SunaFit - Unlimited access to SunaFit trainer classes |
| <input type="checkbox"/> \$17.50 per week / \$75 per month | SunaBlitz - Unlimited access to SunaBlitz trainer classes |
| <input type="checkbox"/> Concession: | SunaFit SunaForm SunaBlitz SunaJunior
(valid for 4 months from purchase) |

The commencement date for my trial period is:/...../

The commencement date for my SunaFit / SunaBlitz is:/...../

THE SMALL PRINT BUT IT'S NOT SO SMALL

- You can opt out at any time before your commencement date. You are not locked into any contract. You just need to email info@sunapilates.co.nz at any time, before commencement date above, if you want to cancel with immediate effect.
- After your trial period, all you have to do is email your cancellation form to info@sunapilates.co.nz. You only need to give 4 weeks' notice of cancellation. You are not locked into any contract longer than this.
- Complete your direct debit OR credit card form now and you pay **NO** \$55 joining admin fee.



Past sports & activities:
Current sports & activities:
Injuries & tensions:
Goals:

Medical Declaration

The member declares that he/she is medically fit to use the studio and other facilities provided by Suna Pilates and has no existing medical conditions, which might place the member at risk of injury or physical damage when using the studio. The Member will, for as long as Membership continues, declare to Suna Pilates any new medical condition, which should otherwise have been advised. Suna Pilates reserves the right to refuse entry to a studio if Suna Pilates believes a Members' medical condition may result in harm to the Member or other Members.

Signed: _____

Date: / / _____

Disclosure of existing medical conditions. Please set out any existing medical conditions

Membership Rules

1. Parties to Membership and definitions

"Member" means the person who is signing this application form.

"Membership Term" means the minimum term of Membership Specified in the Membership application form.

2. Membership Term

The member agrees to give four weeks' notice of their intention to terminate their Membership in writing.

3. Fees

The Member agrees on joining to:

- Sign a direct debit authority (weekly, fortnightly or monthly payments) or credit card authority (monthly only) authorising payment in favour of Suna Pilates of the relevant monthly membership fee, commencing on the agreed date. And the relevant frequency thereafter. Should this not be completed on day one, a joining fee / admin fee will apply.
- Notify Suna Pilates of any change of bank account, and if so, to complete a replacement direct debit authority.



4. Overdue Payments

Should any of the Member's direct debits or credit card payments fail to be made, the Member undertakes to make good within seven days. If any monthly instalment remains outstanding for more than four weeks the Member agrees to pay interest on the debt at a rate equivalent to Suna Pilates unsecured commercial lending rate plus 5% together with any collection fees or costs incurred in the recovery of that debt. A Member is responsible to pay the full cost of the balance of the membership term stated in this contract.

5. Agreement Rules

The Member agrees to comply with the attached rules of Suna Pilates and any amendment or change as advised by Suna Pilates from time to time. The Member must sign in, with their membership card, at Suna Pilates reception on arrival to every Class. Failure to do so may result in the Member being requested to leave. The Member agrees to comply with Suna Pilates Health and Safety Rules and to adhere to the behavioural conduct requirements of Suna Pilates. Suna Pilates reserves the right to ask a Member to leave if any Members activity is considered by Suna Pilates to be illegal, offensive or dangerous to any person. Suna Pilates reserves the right to amend the rules from time to time.

6. Agreement Entitlements

SUNAFIT - Membership entitles the member to unlimited SunaFit classes only.

SUNABLITZ - Membership entitles the member to unlimited SunaBlitz classes only.

Your membership only includes the one you have nominated and does not include other services such as individual, SunaForm, SunaJump, SunaBubs classes, which are at an additional cost. All class times will be at the discretion of Suna Pilates and can change from time to time. Suna Pilates does not guarantee that classes or the services the member wishes to use will be available at the time they wish. Trainers are rotated around the timetable therefore Suna Pilates cannot guarantee which trainer will be taking specific classes. Classes are subject to availability.

7. Terminating this agreement

The member agrees to give four weeks' notice of their intention to terminate their membership in writing, on a Membership cancellation form. Membership will be terminated only at the end of the four week period.

Suna Pilates can at any time terminate a Members Contract/membership by notice in writing if the member breaches any of the terms of this membership including:

- a. Failure to make regular payments on the due date as set out in the application form.
- b. Breach of any rules set down from time to time by Suna Pilates.
- c. Carrying out criminal or offensive or dangerous activities on Suna Pilates premises.
- d. Behaving in such a manner at Suna Pilates facilities as may in Suna Pilates' absolute opinion be incompatible with continued membership at Suna Pilates
- e. Suna Pilates considers the member to be medically unfit to continue membership at Suna Pilates.

In the event of termination the member undertakes to pay the balance of all fees that would have been due to Suna Pilates during the Membership Term.

8. Holds Policy

Customers can put their membership on hold for up to 6 weeks in any one calendar year (for free). There after a \$25 admin fee will be charged for each additional period on hold (subject to the same terms above).

Holds are for a minimum of 3 weeks. Members need to give us 2 weeks' notice by completing the Membership Hold Request form. Once we are in receipt of the Hold form we will action your request 2 weeks from that date.



9. Suna Pilates Liability

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

- a. Liable to the Member for any direct, indirect or consequential loss, damage or injury of any kind to the Member or the Members property;
- b. 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.

10. Lost/Stolen/Damaged Membership cards

In the event of the Member's membership card being lost or stolen, the member is required to inform Suna Pilates as soon as possible. In the event that the card requires replacement, this will be at the Member's own cost.

Declaration

I declare that:

1. The details supplied in the application form are true and correct;
2. I have read and understood the rules / conditions of Membership attached and agree to be bound by them;
3. I understand that this is legally binding contract between myself and Suna Pilates;
4. I understand that Suna Pilates will collect and hold my personal information in order to process my membership, for credit reference, account administration and in order to offer me fitness services.

Signed: _____ Date: _____ / _____ / _____

PARENT TO COMPLETE IF YOU'RE UNDER 18

Age Restrictions

If a member is under 18 years of age, a parent or legal guardian must sign the consent form below before membership is accepted.

Parent/Legal Guardian

I confirm that I am the parent or legal guardian of the named person in this application form. I have read this application form and Membership rules and consent to the named person entering into the Suna Pilates membership. I accept full liability for any debt, which may arise as a result of his/her use of Suna Pilates and failure to make regular payments as set out in this application form.

Signed: _____

Full Name: _____

Phone: _____ Date: _____ / _____ / _____

DEBIT AUTHORITY FORM

Please fill in capital letters, and avoid contact with edge of the boxes provided

flo2cash

Merchant Name: Suna Pilates

Merchant Id: 21332

Flo2Cash System Reference Version: V5

A. CUSTOMER DETAILS

*First Name:

*Last Name:

***IMPORTANT:** Please provide correct contact details so Flo2Cash can notify you of the payment setup and any amendments that are made to this payment plan

B. DEBIT ARRANGEMENTS/PAYMENT DETAILS

Debit Start Date:

Amount per Debit:

\$

(Note: First payment includes administration fee of \$15.00)

Debit Duration:

Initial Payment \$

Date:

- ☐ Continue regular debits until further notice
- ☐ Until I have paid a total balance of \$
- ☐ Amount, frequency and duration will be as per merchant invoice

Debit Frequency:

☐ Weekly

☐ Fortnightly

☐ Monthly

C. DIRECT DEBIT AUTHORITY

Name of Account Holder:

Bank Branch:

Address (PO Box):

Town/City:

Bank Account Number:

Bank

Branch

Account Number

Suffix

Information to appear on my/our Bank Statement

Particulars

Reference

AUTHORITY TO ACCEPT DIRECT DEBITS

(Not to operate as an agreement or assignment)

Authorisation Code

3 8 0 0 2 3 9

Authorised Signature

Date

Approved

0023

11/16

For Bank use Only

Original - Retain at Bank

Date
Received

Recorded
By

Checked
By

Bank
Stamp

FLO2CASH PAYMENT TERMS AND CONDITIONS

Definitions

Flo2Cash is a company which provides payment processing services and are authorized by the Merchant to undertake and administer direct debits on its behalf. Customer means the person or organization named as such on the Direct Debit Authority Form. Merchant means a person or business, or any entity mentioned in the Direct Debit Authority Form using the services of Flo2Cash.

Direct Debit Authority

- (a) Customers who wish to make payments by direct debit must complete and sign the Direct Debit Authority Form and agree to be bound by its Terms and Conditions.
- (b) The Customer authorises Flo2Cash to make periodic debits from the Customer's nominated credit card and/or bank account for the amounts and at the frequency outlined in this Direct Debit Authority and as otherwise provided in these Terms and Conditions on behalf of the Merchant.

Variations

- (a) The Customer authorises the Merchant to vary the amount, frequency and date of payments from time to time and authorises Flo2Cash to vary the payments upon instructions from the Merchant subject to the requirements for notice contained in the Direct Debit Authority.
- (b) The Customer must direct any request for a variation to the direct debit arrangement to the Merchant. Flo2Cash will NOT act upon instructions directly from a Customer.

Liability of Flo2Cash

- (a) The Customer acknowledges that Flo2Cash is acting as a direct debit processing agent for the Merchant. Flo2Cash is NOT the provider of any goods and services to the customer (and therefore there is no tax invoices to the Customer) and Flo2Cash has no express or implied liability in relation to any goods or services provided by the Merchant. (b) Flo2Cash will not be responsible for any delay that may occur in the processing of a direct debit if:
 - (i) There is a public holiday on the day or on the day after a payment is due to be made by direct debit;
 - (ii) A payment is received either on a day which is not a business day or after the normal close of business on a business day;
 - (iii) Flo2Cash does not receive the Direct Debit Authority Form in sufficient time to process the direct debit. Or
 - (iv) The Direct Debit Authority is not duly completed.
- (c) Flo2Cash does not give any express or implied warranty that any direct debit service it provides will be continuous or fault free. Flo2Cash will not be liable for any failure or delay in any payment due to any cause beyond its reasonable control. In no circumstances will Flo2Cash be liable for any indirect or consequential loss or damage.

Customers Responsibilities to Flo2Cash

- (a) The customer is responsible for notifying Flo2Cash of any changes in the nominated account.
- (b) The customer is responsible for informing Flo2Cash of changes to contact details.
- (c) The customer is responsible for ensuring that sufficient funds in the nominated account to meet any direct debit.
- (d) The customer will be liable and charged a fee for each failed direct debit and is in addition liable any and all fees or expenses charged by the customer's bank or financial institution.

- (e) The customer authorises Flo2Cash, in conjunction with the Merchant, to re-debit their account as appropriate in an attempt to recover outstanding payments.
 - (f) The customer agrees that in there is repeated rejection of the debit, the full outstanding amount together with any rejection fees will become due and payable immediately and the customer will be liable and agrees to pay all expenses, costs and disbursement incurred in recovering the outstanding monies, including and any collection fees charged by our collection agency Credit Watch International Limited and or its Solicitors. The customer further agrees to pay all legal and court costs incurred by the Merchant or its agents in recovering any outstanding monies.
 - (g) If the Merchant authorises, the Customer may be liable to pay a transaction fee for each direct debit & set up fee.
 - (h) The Customer shall provide not less than seven days' notice in writing to the Merchant and Flo2Cash if the Customer wants to cancel this direct debit arrangement. Flo2Cash shall be entitled to direct debit any payments due for a period of seven days following receipt of such notice and shall thereafter cancel the direct debit arrangement.
- The cancellation of any direct debit arrangement with Flo2Cash will not affect or terminate any contract or agreement or other obligation the Customer may have with the Merchant.
- (i) Any dispute regarding any direct debit payment should be directed to the Merchant in the first instance.

Customer Authorises the following:

- (a) Flo2Cash to verify the details of the nominated account with the Customer's bank or financial institution and make such enquiries regarding the Customer's credit worthiness as Flo2Cash shall think fit.
- (b) The Customer's bank or financial institution to release information to Flo2Cash to verify the details of the nominated account and authorises any other party to provide to Flo2Cash such information regarding the Customer's credit worthiness as Flo2Cash may deem fit and proper.
- (c) Flo2Cash to notify any debt collection/credit reporting agency of any default by the Customer with regard to any obligation under these Terms and Conditions.
- (d) Flo2Cash to retain personal information regarding the Customer for the purpose of this direct debit arrangement and authorises Flo2Cash and its related entities to use such personal information for the purposes of marketing products, services and special offers relating to the provision of direct debit services and other related financial products and services.

The Customer has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the Customer held by Flo2Cash.

General

- (a) Flo2Cash may vary these Terms and Conditions from time to time by posting any changes on Flo2Cash's website: www.flocash.co.nz. Any variations to these Terms and Conditions will be effective 14 days after posting on Flo2Cash's website.
- (b) Flo2Cash may terminate this Direct Debit arrangement and cease to provide its direct debit service to the Customer at any time by written notice.
- (c) Flo2Cash may communicate with the Customer by phone (automated phone messaging) or in writing. For the purposes of these Terms and Conditions writing shall include txt or SMS messaging, email or mail)

This service agreement is governed by the laws of New Zealand

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least ten calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided in writing including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically.

The advance notice will include the following message:

"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your account on (initiating date*)." *This date will be at least ten (10)

days prior to the initiating date to allow for amendment of Direct Debits.

This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). If the bank dishonors a direct debit the initiator may send the direct debit again within 6 business days of the dishonor and is not required to give you a second notice of the amount and date of the direct debit.

(b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this authority as to future payments by notice in writing to me/us.

(c) May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this authority from the account identified in the written notice.

(d) May, upon receiving notice amend the amount and/or the date and/or frequency of the direct debit.

2. The Customer may:

(a) At any time, terminate this authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

(b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

(c) Request the Bank to reverse any Direct Debits initiated by the Initiator under the authority by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the authority and/or confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the authority.

3. The Customer acknowledges that:

(a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.

(b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: the accuracy of information about Direct Debits on Bank statements; and any variations between notices given by the Initiator and the amounts of Direct Debits.

(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1(a), nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

(a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.

(b) At any time terminate this authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service in force from time to time.

Specific conditions relating to notices and disputes

1. I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if: I don't receive a written notice of the amount and date of each direct debit from the initiator, I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.
2. The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit. For a series of direct debits the initiator is required to give a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the first direct debit in the series, or before any change to the amount and date previously advised. The notice is to include the dates of the debits, and the amount of each direct debit.
3. If the bank dishonors a direct debit but the initiator sends the direct debit again within 5 business days of the dishonor, the initiator is not required to give you a second notice of the amount and date of the direct debit.
4. If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice: no less than 30 calendar days before the change, or if the initiator's bank agrees, no less than 10 calendar days before the change



MONTHLY PAYMENT OF PLAN

BY PERSONAL / COMPANY CREDIT CARD

Many of our clients are claiming their Suna Memberships as a business expense. In our high pressure environment, finding a natural stress relief is a legitimate business expense. A less stressed person works better.

Monthly credit card payments on your business credit card are now available with the membership plans (as well as Direct Debit). Membership payments will be charged monthly. If you would like to use this option then please fill out this form before handing it back to reception.

PLEASE NOTE: There is a \$15 set up fee included in the first payment

Client name: _____

Date: _____

Please select plan:

- ☐ SunaBlitz \$75 per month
- ☐ SunaFit Unlimited \$115 per month
- ☐ SunaForm Unlimited \$216 per month
- ☐ SunaTotal Unlimited \$260 per month
- ☐ SunaDuo Unlimited \$124 per month

Credit Card Details:

*Card type: Visa ☐ Mastercard ☐

*Card Number:

____/____/____/____ ____/____/____/____ ____/____/____/____ ____/____/____/____

*Expiry date: ____/____ (mm / yy) CVV code (3 digits): _____

*Name on card: _____

*Signature: _____

Office Use:

Start date: _____

Amount: _____

**I authorise Suna Pilates to debit my personal/company credit card for the cost of my Membership.*