



Membership Terms & 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:

- a. Pay a joining fee (where applicable) and one month’s membership in advance upon the day of signing the application form.
- b. 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.
- c. 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 of 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. Membership 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. Membership Entitlements

SUNABLITZ – 2 WEEKS’ NOTICE TO CANCEL

Membership entitles the member to up to 3 SunaBlitz classes per week. It does not include other services such as individual, SunaFit or SunaForm classes, which are at an additional cost. The SunaBlitz class times will be at the discretion of Suna Pilates and can change from time to time. Suna Pilates does not guarantee that the SunaBlitz classes or the services the member wishes to use will be available at the time they wish. Classes are subject to availability.

SUNAFIT UNLIMITED – 4 WEEKS’ NOTICE TO CANCEL

Membership entitles the member to unlimited SunaFit classes. It does not include other services such as individual or SunaForm classes, which are at an additional cost. The SunaFit class times will be at the discretion of Suna Pilates and can change from time to time. Suna Pilates does not guarantee that the SunaFit classes or the services the member wishes to use will be available at the time they wish. Classes are subject to availability.



SUNAFORM UNLIMITED – 4 WEEKS’ NOTICE TO CANCEL

Membership entitles the member to unlimited SunaForm classes. It does not include individual or SunaFit classes, which are an additional cost. The SunaForm class times will be at the discretion of Suna Pilates and can change from time to time. Suna Pilates does not guarantee that the SunaForm classes or the services the member wishes to use will be available at the time they wish. Classes are subject to availability.

All SunaForm classes must be booked online in advance. If you book regular times in advance and fail to turn up for 2 in classes in a row we reserve the right to cancel your future bookings for those class times.

SUNATOTAL – 4 WEEKS’ NOTICE TO CANCEL

Membership entitles the member to unlimited SunaFit and SunaForm classes. It does not include other services such as individual, which are an additional cost. Both the SunaFit and SunaForm class times will be at the discretion of Suna Pilates and can change from time to time. Suna Pilates does not guarantee that the SunaFit and SunaForm classes or the services the member wishes to use will be available at the time they wish. Classes are subject to availability.

All SunaForm classes must be booked online in advance. If you book regular times in advance and fail to turn up for 2 in classes in a row we reserve the right to cancel your future bookings.

7. Terminating Membership

The member agrees to give the required number of weeks’ notice of their intention to terminate their membership in writing. Membership will be terminated only at the end of that period of time.

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.

If a member is in trade, then except as to a mandatory statutory obligation, The Act will not apply.

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.