

TERMS AND CONDITIONS: PLEASE READ CAREFULLY



This Contract is between the Member whose details are on the Sign-Up page or entered online (you) and fu/nis EMS training City, fu/nis EMS training Newmarket and fu/nis EMS training Takapuna, Auckland (we, us).

USE OF THE STUDIO

1. Membership and Concession Packages give you the right to book Sessions to use the studio facilities during normal opening hours on the terms of this Contract. It does not cover additional costs like food or drink, personal training, which you must pay for separately.
2. We will take all reasonable care to ensure that facilities are available during normal opening hours, but sometimes demand from other members or circumstances beyond our control such as equipment failure may mean that the equipment you want to use may not be available.

INTRODUCTORY OFFER AND SINGLE SESSIONS

3. An Introductory Offer or Single Session gives you the right to use the studio facilities for one booked Session; it does not cover additional costs like food or drink which you must pay for separately.
4. Where you purchase an Introductory Offer or Single Session through our website or in person, Full payment must be made at the time of booking.
5. Once purchased, an Introductory Offer or Single Session cannot be refunded or exchanged if you change your mind or fail to attend your Appointment.
6. Participation in an Introductory Offer or Single Session is subject to our health and safety requirements and any pre-screening we require you to complete before training.

CONCESSION PACKAGE

7. A Concession Package may be purchased in-studio or online.
8. Once the Concession Package has commenced, no refunds or exchanges will be provided if you change your mind, fail to attend Appointments, or do not use all Sessions within the validity period.
9. All Concession Package Sessions must be used within the validity period stated at the time of purchase (for example, 3 months). Any unused or expired Sessions will be forfeited and are non-refundable.

MEMBERSHIP FEES AND PAYMENTS

10. You agree to pay all the payments as shown on the Signup Agreement. During the period of your membership term specified in the Signup Agreement your payments will be deducted on a regular basis. After this period and when you have used all Sessions within the agreed extra weeks, your membership will automatically continue and payments will continue until you advise us of your cancellation of this Agreement (see How to Cancel the Signup Agreement below). You must continue paying even if you do not use the studio. The membership rate quoted is a weekly rate and must be paid by direct debits which may be processed on or after the date due, but not before. It is your responsibility to make sure there are sufficient funds in your account. Membership, Concession Package and up-front payments are non-refundable.
11. Membership payments are guaranteed not to increase during your agreed fixed membership time unless required by law. After this period we may increase the Membership payment rate by giving you at least 30 days' notice. If you do not wish to accept that increase, you may cancel your membership but must do so before the first Membership payment at the new rate is due or made (including by way of Direct Debit).
12. When payment(s) are missed, any overdue amount will be added to the next Direct Debit. All costs associated with recovery of any missed payments will be added to any amounts due. This includes a \$25 administration charge, and all reasonable collection agency costs.

STUDIO RULES AND PROCEDURE

13. You must comply with studio rules and procedures at all times while using the studio. These rules and procedures are designed to allow all members to get maximum benefit from their membership and may change from time to time. Copies are available at the front desk and online at www.funis-emstraining.co.nz. You must not carry out any illegal acts on studio premises and you must comply with our health and safety requirements. You must respect staff and other members, and you must not take photographs in the club without our permission and the permission of every person in the photograph.
14. As per studio rules you can only do a maximum of two Sessions per week (Monday to Sunday) with a minimum 72 hrs rest in between Sessions. This is for your own safety!

SESSION BOOKING AND CANCELLATION

15. To book in your Session with us you can either do this in person, call or email us. Please book in advance to secure your preferred Appointment time. We do not guarantee that your preferred time is available. Booking your Sessions is your responsibility, but we're here to help.
16. If you are unable to keep your Appointment, please notify us & re-schedule as soon as possible. Please cancel at least 18hrs in advance. You can email us any time, call us, leave a message on our answering machine or just reply to the Appointment reminder you receive via txt. There is a full Session fee for missed Appointments without any notice within the required 18hr timeframe. You will not be able to catch up on missed Appointments. We waive this for emergencies only at our discretion.

HOW TO CANCEL THE MEMBERSHIP OR CONCESSION CARD

17. For a period of five working days after you agree to enter into a Membership or Concession Package you can notify us in writing that the Membership or Concession Package is terminated and provided the notice is given during this period the Membership or Concession Package will terminate.
18. If you choose to terminate your Membership within the Fixed Membership Term, you need to provide 8 weeks advance written notice. During the notice period you will be charged your membership fees and can use the accrued Sessions. You cannot make up Sessions after the 8 weeks notice period. Unused Sessions cannot be refunded or paid out in cash.

fu/nis EMS training Auckland Ltd. trading as fu/nis EMS training City | TYCA EMS training Ltd. trading as
fu/nis EMS training Newmarket | fu/nis EMS Training Takapuna Ltd.

19. We may terminate your membership immediately if you carry out any activity which is illegal, offensive, dangerous to other people or to you, or if you act in serious breach of studio rules, or if at any time two or more payments are overdue. If we terminate because of your actions, we will not be liable to you in any way and a break fee equivalent to fees payable to the end of your agreed Fixed Membership Term will be charged.

20. You may cancel your Periodic Membership by written notice to us. Confirmation emails will be sent by us to you within seven days of receiving a cancellation request. Cancellation will take effect from your next direct debit date that is more than 5 working days after we receive your valid cancellation notice. Unused Sessions cannot be refunded or paid out in cash.

21. You cannot suspend your Membership with us unless in our complete discretion we agree.

22. After the Fixed Membership Term you have the additional weeks (detailed in the Signup Agreement) to catch up on missed Sessions but not where you made an Appointment for the missed Session. Upon the earlier of the expiry of the additional weeks or completion of the catch up Sessions, you will roll over to a Periodic Membership which may be cancelled in accordance with the cancellation provisions above.

23. A Fixed Membership Term, Periodic Membership or Concession Package may be terminated early where you establish to our reasonable satisfaction that you have Contraindication for the remainder of any fixed term, or you become pregnant or die.

24. If you are entitled to terminate a Concession Package under clause 23, instead of termination you may elect to transfer the remaining Sessions under the Concession Package to another person approved by us (such approval not to be unreasonably withheld), an administration fee of \$160 will be payable prior to such transfer being effective.

25. Upon termination of a Concession Package under clause 23 any Sessions that you booked and/or attended prior to termination will be deemed Single Sessions and payment for these Sessions will be due at the full-price Single Session rate. Following such termination and after all amounts owing to us have been paid in full any remaining overpayment will be refunded to you.

GENERAL

26. Except as otherwise expressly provided in these Terms and Conditions, Concession Packages and Memberships are personal to you and cannot otherwise be sold, gifted, assigned or transferred.

27. There will be an annual close down period between Christmas and New Year, the exact dates for which will be advised beforehand.

28. Nothing in this Contract shall affect your statutory rights as a Consumer.

29. You acknowledge that you understand that when participating in any exercise or exercise program, there is the possibility of physical injury. It is your responsibility to use this studio safely, to take care of your own health and to take care of your own property. We assume no liability for any loss or damage of any kind that may arise from the use or misuse of our products and/or services. Note: Personal injury by accident in New Zealand is covered by the Accident Compensation Act 2001.

30. In the event any clause of this Contract is found to be unenforceable or invalid, only that particular clause shall be affected, the remaining clauses of this Contract shall remain binding and enforceable.

31. By either completing an online purchase, online-sign up form or a printed membership form you agree to be bound by these Terms and Conditions.

32. This Contract is comprised of the Signup Agreement and these Terms and Conditions.

33. An electronic signature, tick box confirmation, or any other form of electronic acceptance will be treated as valid and binding as a handwritten signature in wet ink.

34. We may give you written notices under this Contract by email, postal letter, text message or personal delivery in accordance with the details specified by you in the Signup Agreement or to any updated details you give us written notice of.

35. You may give written notices to us under this Contract by email to accounts@funis-training.com.

DEFINITIONS

36. In these Membership Terms and Conditions the following definitions apply:

Appointment means a scheduled booking for a Session at an agreed date and time.

Catchup Period means a period of [] weeks following expiry of the validity of a Concession Package.

Concession Package means a pre-paid package of a fixed number of Sessions which must be used within the specified validity period stated in the Signup Agreement.

Contract means these Terms and Conditions and the Signup Agreement.

Contraindication means a medically diagnosed illness preventing use of our services/facilities. For the avoidance of doubt and without limiting our discretion under these Terms and Conditions, a letter confirming diagnosis of a Contraindication must be provided by a suitably qualified specialist medical doctor who has been provided with our EMS factsheet prior to writing the letter and should specify the illness and associated risks that prevent the safe use of our services/facilities.

Direct Debit means an arrangement authorising us (or our payment processor) to regularly debit payments from your nominated bank account or credit card for your Membership fees as they fall due.

Fixed Membership Term means the initial minimum period of membership selected by you and specified in the Signup Agreement (for example, 6 or 12 months), during which you are committed to pay the Membership fees and entitled to make bookings to use the studio.

Introductory Session means a one-off introductory trial Session offered to new clients, which may be booked and paid for online through our website or in-studio. Introductory Sessions are non-transferable and non-refundable.

Membership means your entitlement to book and participate in Sessions in accordance with the type, frequency, and term selected by you in the Signup Agreement and these Terms and Conditions.

Periodic Membership means a continuing membership that commences automatically after the expiry of your Fixed Membership Term, under which payments continue to be made by Direct Debit until the Membership is cancelled in accordance with these Terms and Conditions.

Session means a single EMS training session in our studio, whether redeemed under a Membership, Concession Card, Introductory Session, Single Session, or any other service offering.

Signup Agreement means the signup agreement completed by you being either an online sign up form or printed signup agreement form.

Single Session means a one-off single Session which may be booked and paid for online through our website or in-studio. Single Sessions are non-transferable and non-refundable.

Terms and Conditions means these Terms and Conditions.

