

TERMS AND CONDITIONS



The following terms and conditions stand for all classes, pole parties, one on one sessions conducted by Girlfriend Fun and Fitness Pty Ltd, Girlfriend Management Pty Ltd, Pure Pole Management and the Pure Pole Fitness & Dance Academy ("Girlfriend", "Pure Pole Academy", "we", "us", "our"), as well as use of our venues and equipment.

By attending classes you agree that you have read, understood and agreed to comply with the terms and conditions provided by us.

Health and Safety

- It is your legal responsibility to advise us of any pre-existing medical conditions or injuries and also to inform us of any changes.
- Some manoeuvres can be more challenging and/or carry more risk than others. Students must follow the directions of the instructor/management at all times. At no time may a student or guest attempt to execute a move that they have not been taught by a Pure Pole instructor, except where express permission is given by the instructor/supervisor.
- We recommend that you consult your doctor before starting any new exercise regime.

Assumption of Risk

- As with any sport, pole dancing can carry the possibility of risk of harm. Participation in classes, pole parties, one on one sessions or use of our venue and equipment is at your own risk.
- You voluntarily make and grant this waiver of liability and assumption of risk in favour of Pure Pole and our instructors and staff in relation to the classes/pole parties/one on one sessions or use of our venue and equipment. You hereby waive and release any and all claims whether for personal injury, property damage, damages, loss, and/or death that may arise from your participation in/on aforementioned event/s. You accept, assume and undertake the risk and agree to use your best judgement and to abide by all safety instructions and recommendations whether oral or written.
- You assume these risks of your own free will being under no compulsion or duress. This waiver of liability and assumption risk may not be revoked or amended without prior written consent.

Payment and Deposits

- **Block courses** require a \$50 non-refundable deposit to reserve your place. The remaining balance is to be paid in full prior to your participation in the first class. **Payment plans** may be available, please contact management in writing, to discuss.
- **Pole parties** require a non-refundable deposit of 50% of the party price, to book the room and instructor for the event.
- **VIP membership payments** are made monthly through Ezidebit's direct debit system. If payments are declined at any time, membership is suspended until payment is made. Minimum contract terms apply, early exit is available for a \$200 fee.
- **Deposits are non-refundable** for all pole parties, classes, private bookings or equipment hire, unless the booking is cancelled within 24 hours. In special circumstances you may be eligible for the balance of your booking amount to be transferred to a credit on a future event or purchase, but this is at the discretion of Pure Pole.

Classes

- **Casual classes can** be attended by members and non-members of the Pure Pole Academy. Poles may be shared by multiple students, depending on class numbers.
- **Members only classes** can only be attended by members who have current and paid memberships. Poles may be shared by multiple students, depending on class numbers.
- **Blocks/short courses** must be booked in advance and can be attended by members and non members of the Pure Pole Academy. Class size may be capped and classes may be subject to a minimum number of students in order to be scheduled.
- **Open practise times** can be attended by members and non-members and are offered as practise time with instructor supervision only, not as a class where the instructor will be teaching.
- Students must meet a minimum required skills assessment to progress to the next 'level'. Students are promoted to a 'higher' class at the discretion of the instructor and/or management, only. Completing a block does not necessarily entitle the student to enrol in the next level class. Students will advance through the levels at varying rates.
- Students under the age of 16 must have consent from a parent/guardian to participate in classes or events.

Class Cancellations / Substitute classes

- If you miss a class/es due to illness you will be unable to receive a refund for the lesson/s you miss, however, you are able to attend one casual class for free prior to your next block/short course lesson in lieu of this, provided that you contact management a minimum of 24 hours prior to missing your class. (This 24 hour notice period may be waived or shortened in extenuating circumstances, at the discretion of management).
- If you are booked and paid to attend a block/short course and would like to cancel and receive a refund, you are required to give notice a minimum of 14 days prior to commencement of course, or within 24 hours of booking.

- If you are seriously ill or injured and unable to complete your course, a medical certificate will be required and your individual situation will be assessed with view to providing a solution for you to return to classes when you are back to full health.
- If you are unable to attend classes for reasons other than illness/injury, you will not be able to receive any refunds or complimentary classes in lieu of your missed classes. However, you can apply to have your remaining (unused) classes refunded as store credit, which can be used for casual classes in future. This will attract a \$30 cancellation/transfer fee.
- If you would like to transfer your enrolment to another student (new or existing) this is permitted, subject to suitability assessment of the replacement student, and will attract a \$30 transfer fee.
- If you would like to switch your enrolment to another class within the same term this will attract a \$10 course change fee.

Memberships

- Annual Membership must be paid in full and in advance for the nominated period (eg. 12 months).
- VIP Memberships may only be purchased in addition Annual Membership
- VIP membership payments are made monthly through Ezidebit's direct debit system. If payments are declined at any time, VIP membership benefits are suspended until payment is made.
- **Ezidebit fees for VIP memberships:**
\$2 one-time setup fee plus transaction fees of 88c for direct debit or 2% (min 88c) for credit cards, per transaction.
- All members agree to abide by the company's Terms and Conditions (available online and in studio) at all times.

Membership cancellations and suspensions

- **Cancellation of annual memberships** is not permitted, however you are allowed to transfer the remaining time on your membership to another person. This attracts a \$30 transfer fee and must be done in writing via management, so we can re-issue a membership card/keyring for the new member.
- **Cancellation of VIP membership payments** - Automatic VIP payments will continue until the member requests for their contract to be terminated. Minimum contract term for VIP membership is 9 months. An early exit / cancellation fee of \$200 applies if members would like to terminate their contract.
- **Suspension of regular annual membership and/or VIP membership** is permitted, under the following terms:
 - Membership can be suspended a maximum of **once** during the membership period, for a minimum of **2 weeks** to a maximum of **4 weeks**. You must notify us in writing to do this, at least 7 working days in advance. You are unable to utilise any of your membership benefits during the suspension period, however you can attend classes as a non-member during this time.
- If VIP membership is suspended then so too is your annual membership (eg. you cannot utilise regular annual membership benefits during suspension period, and your annual expiry will be extended accordingly).

Intellectual property

- All course content, choreography and routines, taught or performed in classes, pole parties, one on one sessions or performances remains copyright to Girlfriend. It may not be reproduced in full or in part, for the purposes of instructing others, self-promotion, performance of any kind, or for personal financial gain or profit or on behalf of others.
- You grant Girlfriend/Pure Pole Academy the right to use your image, while taking part in any Girlfriend/Pure Pole Academy class or event, for promotional or commercial purposes.

Class and Student Conduct

- It is important for students to be punctual to every class. Please allow extra time to find parking, get changed, pay for classes etc. Classes will not be delayed to wait for any participants.
- Students will not be permitted to participate in a class or event if the instructor/manager believes they are under the influence of drugs and/or alcohol to the point that participation would cause undue risk.
- Students are not permitted to bring any guests to classes, practice times or events. This is as a courtesy to other people with whom you are sharing the studio space.
- Glass is not permitted in the studio. All breakages/spillages must be reported to the instructor or manager on duty immediately.
- Students must always sign in and out, every time they visit the studio. Students must not use the poles or other equipment, if they have not signed in.
- Never attempt any moves outside your skill level without an instructor's permission and/or supervision.
- All students must participate in a full warm up and/or stretch prior to class, for their own safety. Late students are responsible for their own warm up.
- Jewellery (rings, bracelets, anklets, large earrings), is not permitted during class or other events, to avoid injury and to ensure the poles are kept in good condition.
- Appropriate dance/fitness attire must be worn at all times during classes. We recommend short shorts or hot pants and sleeveless tank tops.
- Oily moisturisers are not permitted in class, for the safety of all students and instructors.
- Please treat all students, instructors and staff with respect and courtesy, at all times.

Terms and conditions may be altered at any time. Students, members or guests found breaching any of the above terms or conditions may be required to forfeit their membership and/or leave the studio, class or event either temporarily or permanently, with no refund.