



## TERMS & CONDITIONS

The following Terms & Conditions apply to all Pole Divas and Pole & Aerial Divas studios.

As a Student, you acknowledge that you have read and understood the following Terms and Conditions and agree to be bound by them.

We may sometimes add, change or remove our Terms and Conditions. The most up to date Terms and Conditions will always apply, which you can find in studio and on our website at [www.poledivas.com.au](http://www.poledivas.com.au).

We will give you 14 days notice of any changes to any Terms and Conditions by publishing them on our website, emailing you and making them available in our studios.

### 1. MEMBERSHIPS

We offer the following types of memberships:

<b>1 CLASS PER WEEK 10% off Divas Merch</b>	<b>2 CLASSES A WEEK UNLIMITED PRACTICE TIME 10% off Divas Merch</b>	<b>3 CLASSES A WEEK UNLIMITED PRACTICE TIME 10% off Divas Merch</b>	<b>4 CLASSES A WEEK UNLIMITED PRACTICE TIME 10% off Divas Merch</b>	<b>5 CLASSES A WEEK UNLIMITED PRACTICE TIME 10% off Divas Merch</b>
<b>\$30 per week</b> \$60 fortnightly payments <b>Cost per class \$30</b>	<b>\$55 per week</b> \$110 fortnightly payments <b>Cost per class \$27.50</b>	<b>\$75 per week</b> \$150 fortnightly payments <b>Cost per class \$25</b>	<b>\$90 per week</b> \$180 fortnightly payments <b>Cost per class \$22.50</b>	<b>\$112.50 per week</b> \$225 fortnightly payments <b>Cost per class \$22.50</b>

#### 1.1 Your responsibilities

By signing your Membership Agreement, you agree to be bound by the terms and conditions of the Direct Debit Service Agreement. You must ensure that you are aware of and understand these terms and conditions.

##### 1.1.1 Commencement of membership

Your membership commences on the date specified as the Commencement Date on your Membership Agreement.

#### 1.2 Minimum term

You are committed to your membership for 8 weeks (4 fortnightly payments) from the Commencement date.

#### 1.3 Your payments

Your first payment is payable on the day you sign your Membership Agreement. This first payment is not refundable, even if you cancel your membership within the cooling off period.

We will debit your membership fees from your nominated financial institution fortnightly every Wednesday of weeks 2, 4, 6 and 8 of our studio terms, as set out in your Membership Agreement. This means you will always be 2 weeks paid up in advance.

#### 1.4 Cooling off period

You have 48 hours from the date of your Membership Agreement to cancel your membership by writing to us.

#### 1.5 Change of Membership

##### 1.5.1 Downgrades

You can downgrade your membership, after the initial minimum term of your Membership Agreement, by giving us 14 days notice in writing prior to the new term commencing. Once the term has commenced, you cannot downgrade your membership.

##### 1.5.2 Upgrades

You can upgrade your membership at any time by contacting your studio.



**IMPORTANT NOTE:** The initial minimum term of 8 weeks (4 fortnightly payments) will recommence from the new Commencement Date.

### **1.6 Cancelling Classes & Make up classes**

A minimum of 8 hours' notice is required to cancel a class. If you give more than 8 hours notice, you will be entitled to make up that class and book into another class subject to availability and prior to their expiration.

If you miss any classes in a week, you will have until the end of the term to make up those classes, after which they will expire. Casual classes can be used as make-up classes if you are booked into a course. Other course classes can be used as make-up classes if you have the pre-requisite for the level and depending on availability. Missed classes will not be transferred over to the next term.

### **1.7 Deactivation of membership**

If your fees are in arrears for more than 14 days, we will suspend your membership until your payments are up to date. You will also be charged a late payment fee of \$14.80 for a failed payment. This will be debited from your account by our service provider, and you authorise this.

### **1.8 Suspension of payments**

During the Christmas/New Year closure your direct debit payments will automatically suspend whilst the studio is closed over this break. Your final payment for the year will be Wednesday of week 8 of the studio term 6, and the next payment will be Wednesday of week 2 of studio term 1.

### **1.9 Freezing your membership**

You can freeze your membership for a maximum of 8 weeks each calendar year by giving the studio 14 days' notice in writing. Minimum suspension period is 2 weeks.

If you freeze your membership within your minimum term, any time freezes are not considered as a payment toward your Membership Agreement.

You cannot freeze your membership if you have any outstanding fees that are overdue or owe us money.

We will not backdate your request to freeze your membership so please ensure that you make any request to freeze your membership with a minimum of 14 days' notice.

### **1.10 Late payments**

You will be charged a dishonour fee of \$14.80 if your direct debit fails for any reason.

We will continue to debit your nominated account without notice until we have recovered the total amount outstanding.

### **1.11 Cancellation Policy**

#### **1.11.1 During your minimum term**

If you are injured or ill and want to cancel your membership, you must provide the studio with a medical certificate. Once we have received your medical certificate, we will suspend your membership for a full studio term. At the end of the studio term you must then provide a further medical certificate and if your medical professional certifies that you are unable to continue after this time, we will cancel your membership.

If you want to cancel your membership within the minimum term for any reason other than injury or illness you will be liable for and must pay the balance owing of the minimum term.

#### **1.11.2 After your minimum term**



In order to cancel your membership after your minimum term, you must write to your studio providing 14 days' notice of your intention to cancel your membership. Depending when in the term you cancel, you may have a final payment after you notify us.

### 1.11.3 Cancelling your membership by us

If you do not comply with these Terms and Conditions, your Membership Agreement, our Policies and or the Direct Debit Service Agreement, we may cancel your membership and you cannot make a claim against us.

### 1.12 Transfers between studios

Your membership is only valid at the studio you signed up at and cannot be transferred to another studio. However, any Pole & Aerial Divas member is entitled to purchase our Members Add-On Class Passes at any studio location.

### 1.13 Foundation Members

If you signed up between 10 – 23 June 2019 you would have become a Foundation Member. This membership has given you bonus classes (subject to paying your term in full) as follows for the lifetime of your membership at the studio you signed up at.

- 1 class a week membership – 1 free class per term
- 2 – 5 class a week membership – 2 free classes per term

**Upgrading a Foundation Membership** – If you upgrade from a 1 class a week membership to a 2 or more class per week membership, you will remain on the 1 class per term bonus for the lifetime of your membership.

**Downgrading a Foundation Membership** – You can downgrade your Foundation Membership after the initial minimum term and remain a Foundation Member. However, if you down grade from a 2 - 5 class per week membership to a 1 class per week membership, your bonus classes will change from 2 classes per term to 1 class per term for the duration of your membership.

### Situations in which we will not honor your bonus classes.

Should the studio be forced to close for any reason (lockdowns, acts of god etc.) and therefore you do not pay for your full studio term, we will not honor these classes for the terms that are affected.

## 2. PREPAID CLASSES

We offer the following prepaid class passes:

<b>INTRO OFFER</b> <b>5 class for \$50</b> Valid for 14 days from first class	<b>1 CLASS \$35</b> Valid 30 days	<b>8 CLASS PASS \$250</b> Valid 2 months from date of first class	<b>16 CLASS PASS \$460</b> Valid for 4 months from date of first class.
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### Members Add-On Class Passes

These class passes are only available to all students who hold an active membership at any of our studios. To qualify to purchase these class passes, your membership cannot be suspended or be in arrears.

<b>UNLIMITED PRACTICE TIME \$80</b> Valid 2 months from date of purchase	<b>8 CLASS PASS \$200</b> Valid 2 months from date of first class	<b>4 CLASS PASS \$120</b> Valid 2 months from date of first class
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### 2.1 Extension of class passes

If you hold an active class pass and can provide medical evidence proving that participation in any type of class will cause you physical harm or injury, we can extend the duration of your pass for the length of time you were unable to participate.

### 2.2 Cancelling a class

A minimum of 8 hours' notice is required to cancel a class. If you cancel with more than 8 hours notice, you don't lose the class unless your pass expires. If you cancel within 8 hours you will lose your class.



### **2.3 Refunds**

If you purchase a prepaid class pass, we will only refund or part refund the fee whilst the pass is valid if you provide medical evidence proving that participation in any type of class will cause you physical harm or injury. We will refund the fee where the law requires us to refund the fee.

We will not refund you if the prepaid pass has already expired.

### **3. MANAGING YOUR BOOKINGS**

It is your responsibility to book your classes in advance via the Pole Divas app, Pole Divas website or in studio to avoid disappointment.

You can manage your schedule by the following methods:

- MOBILE by logging into the Pole Divas App and choosing your Pole Divas studio **RECOMMENDED**
- PHONE call your studio directly during their opening hours
- ONLINE by logging into your account at [www.poledivas.com.au](http://www.poledivas.com.au);

#### **3.1 Booking into Courses**

Our courses are designed to be attended for the full 8 (or 4) weeks. The skills are progressive, and dance routines often continue from week to week. You can only book into course levels that you have the right pre-requisite for, which is gained through our grading process. Bookings are essential.

#### **3.2 Booking into Casual Classes**

Our casual classes are designed to complement our course syllabus and can be attended on a drop in basis. Bookings are essential.

### **4. MINIMUM AGE AND GENDER**

You must be at least 18 years of age to become a student other than in our Teen Divas specific classes which are designed for 13-17 year olds.

Pole Divas studios are open to females and anyone who identifies as female.

### **5. OUR RIGHTS**

If we do not enforce our terms and conditions under any agreement with you at any time, we have not waived those rights.

We have 7 days after you have signed your Membership Agreement to correct and recover any miscalculation in your Membership Agreement

### **6. PRIVATE TUITION**

Private Tuition is a speciality session booked by appointment throughout the studio term.

#### **6.1 Bookings**

A booking deposit for the studio hire is taken when you book your private tuition. The balance is paid to the instructor prior to starting the session.

#### **6.2 Cancellations**

A minimum of 24hrs notice is required to cancel a Private Tuition session. The deposit is not refundable but may be transferred to another time at the discretion of the studio, and subject to availability.

Cancellations must be made by phone or email to the studio the service is booked at.

### **7. WORKSHOPS**



Workshops are speciality classes held regularly throughout studio terms.

### 7.1 Bookings

Payment for workshops must be made in full upon booking the workshop.

### 7.2 Cancellations

A minimum of 24 hours' notice is required to cancel a workshop. The workshop fee is not refundable but can be transferred to another workshops subject to availability and if cancelled 24 hours prior to the workshop. If you cancel within 24 hours of the workshop, your fee is not refundable or transferable to another service but can be transferred to another student.

### 7.3 Cancellations – Guest Instructor Workshops

A minimum 7 days' notice is required to cancel a workshop by a guest instructor (a guest instructor is an instructor that is not a Pole/Aerial Divas regular instructor). The workshop fee is not refundable but can be transferred to another service subject to availability and if cancelled 7 days prior to the workshop. If you cancel within 7 days of the workshop, your fee is not refundable or transferable to another service but can be transferred to another student.

## 8. FUNCTIONS

Studio functions are available for larger groups usually for recreational purposes.

### 8.1 Bookings

Tentative bookings can be made initially, with the booking deposit of \$400 for 10 people (\$40 per head) to be paid within 2 weeks of the tentative booking. We can request this to be sooner depending on the season and how far away the function is to the booking. Any balance is payable on the day prior to the function commencing.

### 8.2 Cancellations

A minimum of 4 weeks' notice is required to cancel a function. The function deposit will be refunded less a \$100 cancellation fee, or you can transfer your function to another date subject to availability. If you do not provide the required notice, there is no refund and no transfer of the deposit.

## 9. VIRTUAL DIVAS CLASSES

### 9.1 Virtual Class Passes

<b>1 CLASS \$15</b> Valid for 1 week from date of purchase	<b>5 CLASS PASS \$65</b> Valid 3 months from date of first class	<b>10 CLASS PASS \$120</b> Valid 6 months from date of first class	<b>20 CLASS PASS \$200</b> Valid for 12 months from date of first class.
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### 9.2 Cancelling Classes

A minimum of 8 hours notice is required to cancel a class. If you cancel with more than 8 hours notice, you don't lose the class unless your pass expires. If you cancel within 8 hours you will lose your class.

### 9.3 Transfers

Virtual and in-studio classes are not transferable and cannot be used across services.

### 9.4 Student Guide for accessing Virtual Divas classes

Instructions about accessing the classes: : <https://www.poledivas.com.au/virtual-divas>

### 9.5 Class participation agreement

By participating in our virtual classes, you will be agreeing to the following terms & conditions:

- a. You are participating at your own risk;
- b. A suitable, non-slip floor space is required and any potential obstructions in the vicinity should be removed before you participate;



- c. Avoid activities if you have, or suspect you may have any current health concerns, injuries, aches and pains;
- d. Avoid the use of blades, weapons or sharp instruments of any description;
- e. Avoid physical contact with other participants and where appropriate, adhere to social distancing guidelines;
- f. You agree that you are familiar with these types of classes and will not attempt anything outside of your current skill level.

## **1. YOUR HEALTH**

It is your responsibility to notify us in the event of any injury or medical condition prior to class whether you feel that it is relevant to your performance in class or not.

If we are of the view that you are not fit to participate in a class, we have the right to refuse your participation and our decision is final. Suspension and cancellation of your membership and make up classes in this situation will be governed by these Terms and Conditions.

You must not attend the studio if you have an infection, contagious illness or physical ailment such as open cut or sore, or where there is any other risk to other students, guests or yourself.

You agree to pay the cost of and authorise us to take all steps we consider reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

## **2. TRANSFERS**

Class passes, memberships, virtual class passes or any other classes are not transferrable between studio locations. You cannot transfer your class pass, membership, private tuition, or function to another student.

## **3. CANCELLATION OF CLASSES**

We reserve the right to cancel any class, workshop or private tuition with minimum 3 hours notice. This could be due to illness, not reaching minimum numbers required to run it, or another reason out of our control.

## **4. WARM-UP POLICY**

Please note classes start on time - sorry, no late entry! In the interest of your safety students will not be permitted to attend class once the warmup has commenced. We appreciate your understanding and cooperation. However, we will offer a makeup class that can be taken in the same term, subject to availability.

## **5. LOYALTY REWARDS PROGRAM**

You will automatically opt into our rewards program when you make your first purchase. Every purchase made via the Pole Divas app, the Mindbody mobile app, or in person or over the phone at one of our studios will earn points. Services purchased via the timetables on [www.poledivas.com.au](http://www.poledivas.com.au) will not calculate and assign points.

- You earn points on all products and services other than knee pad hire and the instructor fee of private lessons.
- Each \$1 spent =1 reward point, and points don't expire.
- 1 point = \$0.01
- Referring a client earns you 1000 rewards points. The referred client must spend a minimum of \$50 on classes with us for the points to be allocated.
- You require a minimum of 250 points to start redeeming.
- Once you have a points balance, you can use your points to pay in part or full for our products and services. NOTE: You cannot redeem points yourself using the Pole Divas app. You can only use them in store or over the phone to your studio.
- You cannot use your points to purchase a discounted product or service.
- If you purchase a product or service that earned you points and you return it, you will lose the earned points.



- If you use points to purchase a product or service and return it, your refund will be in rewards points not the equivalent cash value.
- Points are not transferable between students or studios.

## 6. PHOTOGRAPHY

You consent for security and or promotional purposes to images and video being taken of yourself, your children or of children for whom you are responsible for.

Visitors and photography are prohibited in class to ensure the privacy and comfort of all students unless otherwise allowed by the instructor.

## 7. PROPERTY

You are responsible for and cannot hold us liable for any damage, loss or theft of any personal property that you may incur while on the premises of our studios.

## 8. POLICIES

You acknowledge that you have read and agree to our Policies including our Privacy Policy and Conduct Policy. It is your responsibility to inform yourself of these Policies. Our Policies can be found on [www.poledivas.com.au](http://www.poledivas.com.au).

## 9. YOUR INFORMATION

It is your responsibility to inform us immediately if your contact or banking details change. We will send all correspondence and notices to the last address you have provided us.

## 10. ENTIRE CONTRACT

These Terms and Conditions, our Policies and your Membership Agreement (if you enter into one) forms the entire contract you have with us. Any representations made to you by a studio employee do not form part of your contract with us unless the representations are made in writing with the approval and authority of the studio manager.

## 11. DEFINITIONS

We, Us, Our: Pole Divas Pty Ltd (ACN 118 460 281) and any Pole Divas and Pole Divas and Aerial Divas studio including:

COMPANY	ACN
Pole Divas Studios Pty Ltd t/a Pole & Aerial Divas Richmond	118 460 281
Pole Divas Bayside Pty Ltd t/a Pole Divas Hampton	619 597 714
Ta Da Divas Pty Ltd t/a Pole & Aerial Divas Mornington	118 453 660
Seren Kahlia Enterprises Pty Ltd t/a Pole Divas Prahran	620 717 599
Klejan Pty Ltd t/a Pole & Aerial Divas Caroline Springs	605 542 050
Tania's Dance Studio Pty Ltd t/a Pole Divas Moonee Ponds	134 399 456
Split & Sparkle Pty Ltd t/a Pole Divas Reservoir	627 281 565

You, Your: A student of Pole Divas and or Pole and Aerial Divas

The Studio: The Pole Divas or Pole and Aerial Divas studio that you signed your Membership Agreement with or purchased your class pass from

Studio: A Pole Divas and Pole and Aerial Divas studio

Membership Agreement: The Agreement between you and us under which you become a student of the studio

Minimum Term: The term specified in your Membership Agreement

