

ELEVATE COMPANIES LTD

ELEVATE MARLBOROUGH

CONTRACT, WAIVER & AGREEMENT

CONTRACT, FEES AND PAYMENT

By completing and finalizing your first payment you agree that you have read and agree to the following:

(a) I agree to pay fortnightly / monthly recurring fees via Client authorized automatic credit card or checking account charges on a recurring basis until I notify Elevate Marlborough in writing that I would like to terminate at the end of my billing cycle of 6 or 12 months.

(b) I hereby certify that I am the holder of the credit card, or an authorized signer on the bank checking account detailed below.

(c) I understand that I will be notified if my credit card or checking account payment fails to authorize for any reason, and that a \$20 late fee will apply if I do not provide a valid credit card within 7 calendar days of the original rejection date.

(d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late

(e) I understand I will automatically be charged any bank fee imposed on the clubs, plus a processing fee of up to \$20, for any returned payment item due to closed accounts, insufficient funds etc.

(f) I understand that if I dispute any of the above and that my actions require the employ of an attorney, I agree to pay all attorney fees and costs associated with any action to collect this obligation.

If you are unable to attend classes within your membership, Elevate Marlborough does not offer any refunds, transfer or make up classes.

Payment options - we recommend you pay via our online booking system. However if you do prefer we accept payment in cash or via bank transfer. Online transactions are processed through StudioBookings/ Stripe and will take up to 3 working days to fully process.

Please ensure funds are available until the transaction has cleared to avoid any dishonour fees issued from StudioBookings / Stripe. All purchases are non refundable. Please see Late/Cancellation Policy.

WAIVER & AGREEMENT

I understand that I am solely responsible for monitoring my own condition throughout all sessions at Elevate Marlborough and all associated classes.

Should any symptoms arise i will cease and notify the instructor immediately for assistance and/or to determine suitability to continue the session.

I understand I can request to end the session at any time. My instructor may also discontinue my class at any time due to changes in health or safety.

I agree to assume the risk of such exercise and further agree to hold harmless Elevate Marlborough and all associated class programmes from any claims, suits, losses or related causes of action for damages, including but not limited to, such claims that result from injury, accidental or otherwise, during or arising in any way from any class/ sessions at Elevate Marlborough.

I acknowledge that Elevate Marlborough / Elevate Companies Ltd accepts no liability whatsoever for any personal injury sustained prior, during or after the session.

I understand that Elevate Marlborough / Elevate Companies Ltd will endeavour to maintain the equipment and facilities in a way that is safest for me but accepts no responsibility for the breakdown of any equipment.

I agree to follow all instruction and studio rules set out in the premises and as seen fit by Elevate Marlborough / Elevate Companies instructor/s to ensure my own and other student safety.

Any guest and or member acknowledges that any injuries, losses or damages they might incur on the premises are their own responsibility; the gym, its instructors, trainers, partners and employees are not liable for any losses, injuries or damages that may occur on or near the premises.

I understand that all payments are final and will not be refunded due to change of mind or circumstance. I understand that this is a binding contract and I am liable to pay any outstanding debts regardless of circumstance, that outstanding debt will be submitted to a debt collection agency to retrieve outstanding balances.

Memberships are non refundable and binding for the time frame set and agreed upon in entering this contract.

Notice must be given on any day participant is unable to attend a class. a minimum of 12 hours is preferred. In cases where the participant gives less than 12 hours, this will be counted as a used class.

Upon placing any booking with Elevate Marlborough / Elevate Companies limited I confirm I have read and understand all contents of this form and am willing to continue anyway.

In the instance of a pandemic, or any other cause in which Elevate Marlborough is physically unable to open, I understand I am obliged to continue to pay 50% of my membership as classes will run in the online studio instead.

I agree to and assume all risks and responsibilities outlined and as discussed above and with Elevate Marlborough / Elevate Companies limited.

Elevate Marlborough / Elevate Companies reserves the right to make changes to this Agreement from time to time. Unless otherwise stated by Elevate Marlborough/ Elevate Companies ltd, any changes will apply immediately to this Agreement. Any previous documents whether provided by Elevate Marlborough or Elevate Marlborough Staff is excluded from this Agreement.