

## TERMS AND CONDITIONS

The following terms and conditions stand for all classes, functions, events, and lessons conducted by "Pole Fit Mackay" ("We", "Ours", "Us", "Studio", "Instructor/s", "Partner/s") as well as use of our venues, studio, and equipment. This also includes but is not limited, to any related Businesses, Entities, Event Promoters, Landlords, or Venue Staff. We recommend referring to our T&C's regularly to review any changes.

**By attending our classes, functions, events, or lessons, you agree that you have read, understood, and will abide by the terms and conditions outlined below. Students, members, or guests found breaching any of our terms or conditions may be required to leave temporarily or permanently, with no refund.**



## HEALTH AND SAFETY

Certain medical conditions may pose increased risks during physical exertion, and you should always consult your physician prior to participating in a new exercise regime. Pole Fit Mackay does not assume responsibility if you fail to obtain or follow independent medical advice. As a precaution, we require all participants to disclose medical conditions and injuries on our student forms. Should your medical circumstances change, you must disclose this to us prior to your next class/session. You should also seek additional medical advice prior to your next class/session. In some cases, we may request you to provide a medical certificate for our records. Some manoeuvres can be more challenging and carry more risk than others. Participants must always follow the directions of instructors and venue staff. At no time may a participant attempt to execute a move they have not been taught by us, except where expressed permission is given.

## INJURIES AND RECOVERY

The risk of injury is a possibility with any physical activities you partake in. Should you encounter an injury during your participation with Pole Fit Mackay, you agree to inform us immediately and provide details. Should this occur, we strongly advise you cease participation until medical advice can be obtained. Serious injuries may require weeks or months of healing and rehabilitation. It is your responsibility to ensure you have fully recovered and have medical clearance prior to resuming usual physical activities. We may also require a copy of your medical certificate before resuming any participation with us.

## ASSUMPTION OF RISK

As with any sport, pole dancing can carry the possibility of risk or harm. Attendance and participation with us, as well as any use of our venues and equipment, is at your own risk. You voluntarily make and grant this waiver of liability and assumption of risk in favour of Pole Fit Mackay, its instructors, related entities, or use of our studio, any area, 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 of risk may not be revoked or amended without obtaining our prior written consent.

## PAYMENTS

All classes, functions, events, and lessons require pre-payment in full prior to attending. Payment may be made on our website upon booking, unless otherwise arranged. Products, equipment, or merchandise purchased require payment in full prior to receiving the item. Items not in stock require pre-payment prior to being ordered. Prices are subject to change at any time without notice. Payment plans and discounts may be available at our discretion, please contact us to discuss your options.

## CANCELLATION POLICY

Our cancellation policy is strictly 12 hours unless otherwise specified. In the event you need to cancel or reschedule please inform us via SMS, or you may cancel online. Failure to provide a minimum of 12 hours' notice of this will result in the total forfeit of your pass or credit. This policy is to ensure fairness to other students and our instructors.

## REFUNDS & RETURNS

If a class or event is cancelled by us, or you have provided at least 12 hours' notice, a pass or credit to re-schedule will be provided automatically. All passes and credits have an expiry - please check your email receipt or contact us for any expiry date enquiries. In the event you wish to return merchandise, items must still be new, unworn, and have tags attached and be returned to the studio within 7 days of purchase. If merchandise is faulty, please let us know within 7 days of purchase so we can refer the matter to our supplier. **We do not issue cash refunds for classes or lessons** unless you are advised to permanently cease all pole, fitness, and yoga activities due to legitimate medical reasons. To qualify for a cash refund you must provide written notice BEFORE your passes expire, and may require a copy of your medical certificate specifically stating this. We cannot issue refunds under any circumstances for expired passes.

## PROMOTIONS & DISCOUNTS

At our discretion, we may run promotions and discounts. All promotions and discount coupons may be altered, cancelled, or declined by us at any time without notice. Promotions and discounts must be redeemed by the expiration date noted on your email receipt or voucher.

## CLASSES & PUBLIC EVENTS

Our classes and public events may be attended by all members of the public, provided they are registered participants and comply with our terms & conditions. Persons under the age of 18 must meet specific criteria prior to participate with Pole Fit Mackay. No spectators are permitted unless a parent/guardian wishes to accompany their underage child. Poles may be shared depending on class numbers. Class sizes may be capped and are subject to a minimum number of registrations prior to proceeding. Open studios are offered as self-directed practice time, and do not include curriculum instruction. Participants must meet all minimum required skills assessments prior to learning new curriculum Levels. Advancement rates may vary from person to person, so level progressions are performed at our discretion.

## MINORS UNDER 18

Minors must be accompanied by their Parent or Guardian\* to their first class/lesson, prior to participating with Pole Fit Mackay. The Parent/Guardian must present their valid photo ID to us upon granting consent for the minor. (*i.e.*: Passport, Australian drivers' licence, or Australian "Proof of Age" card). The Parent/Guardian's ID number will be recorded on the minor's consent form. The Parent/Guardian must complete all forms as required on behalf of the minor. As a consenting adult acting on the minors' behalf, it is your responsibility to ensure they comply with our terms & conditions. While not a requirement, one Parent/Guardian may remain to quietly observe the minor's participation on reasonable grounds. Pole Fit Mackay does not assume responsibility for your child if you fail to provide safe and punctual arrival/departure for them. Failure to provide punctual pick-up may result in additional fees, or the refusal of your child to participate in the future. If pick-up is delayed more than 15 minutes for a minor requiring adult supervision, we reserve the right to refer supervision to police services.

*\*A Guardian is an individual who, by written or Court appointment, or by the effect of a statute, is given custody. Any persons outside of this arrangement do not qualify as guardians, and therefore cannot grant consent for participation in our classes.*

## INTELLECTUAL PROPERTY

All lesson curriculum, class content, and choreographed routines, taught or performed in classes, functions, events, or lessons, remains copyright to Pole Fit Mackay. It may not be reproduced in full or in part, for the purposes of instructing others, self-promotion, performance of any kind, for personal financial gain or profit, or on behalf of others, without written permission. You grant us the right to use your image, while taking part in any classes, functions, lessons, or events, for promotional or commercial purposes for Pole Fit Mackay or its Partners unless otherwise specified in writing to us.

## REQUIRED CONDUCT

You must complete, and sign all required forms prior to participating with us, and will not be permitted to use the poles or other equipment prior. It is important for participants to be punctual and arrive before class begins. Scheduled classes, functions, lessons, and events will not be delayed waiting for participants to arrive. For your own safety, never participate in physical activities while under the influence of mind-altering drugs or alcohol. Participation will not be permitted, and entry may be refused if we believe a person to be under the influence or intoxicated. Glass is not permitted within our designated dance areas. All breakages/spillages must be reported to us immediately. Never attempt any moves outside your skill level without the permission and/or supervision of your supervising instructor. You must have a spotter or be using a crash mat if you are not fully confident in attempting a move. All persons must participate in any required warmups and/or stretching for their own safety. Late persons are responsible for their own warm up. To avoid injury and property damage, Jewellery (*rings, bracelets, necklaces, large earrings, etc*), is prohibited whilst using our poles. Appropriate dance/fitness attire must be worn during participation. To prevent slip hazards, refrain from using oily moisturizers prior to participation. Always treat fellow participants & instructors with respect and courtesy.

## AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law ('ACL'), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Pole Fit Mackay is required to ensure that the recreational services it supplies to you:-

1. are rendered with due care and skill; and
2. are reasonably fit for any purpose which you, either expressly or by implication, make known to Pole Fit Mackay; and
3. might reasonably be expected to achieve any result you have made known to Pole Fit Mackay.

You agree that your rights to sue the supplier under the ACL if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted, or modified in the way set out in these terms and conditions.