



yogasynergy

## Unlimited Class Membership Agreement Terms and Conditions

### Membership terms

- The Agreement is entered into for a minimum term of 6 months (calculated as 26 weeks).
- Under the Agreement you may attend unlimited timetabled classes at the Yoga Synergy Pty Ltd (Yoga Synergy) Bondi Junction and Newtown schools. This does not include workshops, courses or other events that do not appear on the regular class timetable.
- Your membership is not transferable. You must not allow others to use your membership and you must not transfer or sell it to another party.
- You may put your membership on hold (during which time payment will not be debited from your credit card) for a total of 2 weeks during any 6-month period, and this may only be done in 1-week intervals (i.e. this can be for 2 consecutive weeks if required). You must notify Yoga Synergy in writing at least 7 business days before the next due date for payment if you wish to put your membership on hold, via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or by letter to PO Box 9 Waverley NSW 2024.
- Following expiry of the initial 6-month term the Agreement will continue to operate unless you cancel it.

### Cancellation

- You may cancel the Agreement at the end of the initial 6-month term or anytime thereafter by providing at least 30 days written notice to Yoga Synergy via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or by letter to PO Box 9 Waverley NSW 2024.
- Cooling off period – We have adopted the approach set out in the Australian Direct Marketing Code of Practice and offer a 7 day cooling off period upon signing up for the Unlimited Class Membership Agreement. You may cancel your membership during your 7 day cooling-off period and request a full refund, which will be provided within 14 days of the request. If you have attended any classes during this time, you will be charged the casual rate for each class attended.
- If during the initial 6-month term a medical problem arises, you may provide Yoga Synergy with documentary proof from a qualified medical practitioner evidencing that you are unable to undertake any exercise regime and stating the expected duration of your incapacity, then:
  - if the incapacity is expected to continue for a period of 2-8 weeks you may put your membership on hold for the expected duration of the incapacity; or
  - if the incapacity is permanent or expected to continue for a period longer than 8 weeks, you may cancel your membership immediately by giving notice in writing to Yoga Synergy via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or via post to PO Box 9 Waverley NSW 2024. Copies of medical documents must be provided in email and via post.
- If during the initial 6-month term you relocate your place of residence to an area beyond a 30km radius of both Yoga Synergy schools, you may cancel your membership, provided that you show Yoga Synergy a document from a real estate agent or similar agent evidencing your change of residence.

### Payment

- A transaction fee of \$1.40 for Visa and Mastercard or \$2.00 for American Express applies for each transaction made per fortnight and for any additional transactions necessary.
- It is your responsibility to ensure sufficient credit is available in the nominated credit card account when the payments are to be drawn.
- You are responsible for informing us in advance of any changes to your credit card details, including expiry date, number, cancellation. Should at any stage you wish to alter your account details, written notification must be received by Yoga Synergy 7 business days prior to the next payment becoming due to alter the details. It is also your responsibility to keep us informed of any changes to your contact details.
- Should a payment amount correctly requested by Yoga Synergy from your credit card account be returned unpaid by your financial institution, Yoga Synergy may charge you an administration fee of \$30.00.
- If a payment default occurs, your membership will be suspended until all outstanding fees are paid and you will be charged casual class fees until that time. Yoga Synergy has the discretion to cancel this Agreement if you do not remedy a default in payment within 7 business days of the default first occurring. Should this occur within the initial 6-month term of the Agreement, you will be responsible for paying out the remainder of the payments due under the Agreement.
- Yoga Synergy reserves the right to increase fees under this Agreement at any time after the initial 6-month term has ended. If this is to occur, we will provide you with 30 days written notice by email or post. Where we have made a reasonable effort to inform you about a fee increase, you authorise us to increase any debits from your nominated account accordingly without further confirmation from you.
- All Agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

### Other terms

- Yoga Synergy reserves the right to change, amend or remove any of the Terms and Conditions as well as any available services at any time. If there are any changes we will provide you with at least 30 days written notice.
- You, the member, are solely responsible for ensuring that you regularly review these terms and any other communications made by Yoga Synergy relating to this Agreement.
- If you have any queries regarding the Agreement please contact our office on (02) 9389 7399 or email [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com).
- All member's records and account details will be kept private and confidential to be disclosed only at the request of the Member or Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.



## Unlimited Class Membership Agreement - Fortnightly Recurring Transaction

### Personal Details

First Name: ..... Surname: .....

Address: .....

State: ..... Post Code: ..... Phone: .....

Email: .....

Full-time Student/Concession ID: ..... Expiry: .....

### Existing Account Credit

Member No: ..... Credit to transfer (if any): \$ ..... +  Birthday Class (tick if not issued) ..... Total: \$ .....

### Direct Debit Transaction Details

Credit Card Type:  Master Card  Visa  American Express

Cardholder Name: .....

Card Number: ..... Expiry: .....

Please note there is a credit card transaction fee: \$1.40/fortnight (Visa, Mastercard), \$2.00/fortnight (American Express).

Fortnightly transaction start date: ..... Minimum 6 month (26 week) term ends: .....

Total amount to be processed fortnightly: \$75 + credit card transaction fee = \$76.40 (Visa, Mastercard) /\$77 (American Express)

### Authorisation

I authorise Yoga Synergy Pty Limited to arrange for funds to be debited on a fortnightly basis from the credit card nominated to the full value of payments due under my Unlimited Class Membership Agreement (the Agreement). I confirm that I am the authorised cardholder and that I agree to the Terms and Conditions of the Agreement. I acknowledge that this authority will remain in force pursuant to the Terms and Conditions of the Agreement and cannot be cancelled prior to the expiry date of the 6 month (26 week) minimum period of the Agreement.

Signature: ..... Date: .....

### Terms and Conditions

#### Membership terms

- The Agreement is entered into for a minimum term of 6 months (calculated as 26 weeks).
- Under the Agreement you may attend unlimited timetabled classes at the Yoga Synergy Pty Ltd (Yoga Synergy) Bondi Junction and Newtown schools. This does not include workshops, courses or other events that do not appear on the regular class timetable.
- Your membership is not transferable. You must not allow others to use your membership and you must not transfer or sell it to another party.
- You may put your membership on hold (during which time payment will not be debited from your credit card) for a total of 2 weeks during any 6-month period, and this may only be done in 1-week intervals (i.e. this can be for 2 consecutive weeks if required). You must notify Yoga Synergy in writing at least 7 business days before the next due date for payment if you wish to put your membership on hold, via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or by letter to PO Box 9 Waverley NSW 2024.
- Following expiry of the initial 6-month term the Agreement will continue to operate unless you cancel it.

#### Cancellation

- You may cancel the Agreement at the end of the initial 6-month term or anytime thereafter by providing at least 30 days written notice to Yoga Synergy via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or by letter to PO Box 9 Waverley NSW 2024.
- Cooling off period – We have adopted the approach set out in the Australian Direct Marketing Code of Practice and offer a 7 day cooling off period upon signing up for the Unlimited Class Membership Agreement. You may cancel your membership during your 7 day cooling-off period and request a full refund, which will be provided within 14 days of the request. If you have attended any classes during this time, you will be charged the casual rate for each class attended.
- If during the initial 6-month term a medical problem arises, you may provide Yoga Synergy with documentary proof from a qualified medical practitioner evidencing that you are unable to undertake any exercise regime and stating the expected duration of your incapacity, then:
  - if the incapacity is expected to continue for a period of 2-8 weeks you may put your membership on hold for the expected duration of the incapacity; or
  - if the incapacity is permanent or expected to continue for a period longer than 8 weeks, you may cancel your membership immediately by giving notice in writing to Yoga Synergy via email to [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com) or via post to PO Box 9 Waverley NSW 2024. Copies of medical documents must be provided in email and via post.
- If during the initial 6-month term you relocate your place of residence to an area beyond a 30km radius of both Yoga Synergy schools, you may cancel your membership, provided that you show Yoga Synergy a document from a real estate agent or similar agent evidencing your change of residence.

#### Payment

- A transaction fee of \$1.40 for Visa and Mastercard or \$2.00 for American Express applies for each transaction made per fortnight and for any additional transactions necessary.
- It is your responsibility to ensure sufficient credit is available in the nominated credit card account when the payments are to be drawn.
- You are responsible for informing us in advance of any changes to your credit card details, including expiry date, number, cancellation. Should at any stage you wish to alter your account details, written notification must be received by Yoga Synergy 7 business days prior to the next payment becoming due to alter the details. It is also your responsibility to keep us informed of any changes to your contact details.
- Should a payment amount correctly requested by Yoga Synergy from your credit card account be returned unpaid by your financial institution, Yoga Synergy may charge you an administration fee of \$30.00.
- If a payment default occurs, your membership will be suspended until all outstanding fees are paid and you will be charged casual class fees until that time. Yoga Synergy has the discretion to cancel this Agreement if you do not remedy a default in payment within 7 business days of the default first occurring. Should this occur within the initial 6-month term of the Agreement, you will be responsible for paying out the remainder of the payments due under the Agreement.
- Yoga Synergy reserves the right to increase fees under this Agreement at any time after the initial 6-month term has ended. If this is to occur, we will provide you with 30 days written notice by email or post. Where we have made a reasonable effort to inform you about a fee increase, you authorise us to increase any debits from your nominated account accordingly without further confirmation from you.
- All Agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

#### Other terms

- Yoga Synergy reserves the right to change, amend or remove any of the Terms and Conditions as well as any available services at any time. If there are any changes we will provide you with at least 30 days written notice.
- You, the member, are solely responsible for ensuring that you regularly review these terms and any other communications made by Yoga Synergy relating to this Agreement.
- If you have any queries regarding the Agreement please contact our office on (02) 9389 7399 or email [yoga@yogasynergy.com](mailto:yoga@yogasynergy.com).
- All member's records and account details will be kept private and confidential to be disclosed only at the request of the Member or Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.

#### Office Use Only

Received by: ..... Date received: ..... Credit transferred: \$ ..... First payment amount: \$ ..... Date received: .....  
6 month term ends: ..... Approved by: ..... Date processed: ..... Notification sent:  Email  Post