

TERMS AND CONDITIONS

1) Use of Facility

The customer is entitled to use of the facilities dictated by their chosen subscription during the normal opening hours. These hours may be changed at any time by Elevate Fitness at our discretion as the facilities may close or limit the availability due to maintenance, health, and safety requirements or for event bookings. Changes will be displayed in the facilities, and website and may be changed at any time by Elevate Fitness. You must scan your key tag/sign in at the front reception on entry. If you lose your key tag, you will be required to pay a \$10 replacement fee. You may also be required to have your photo taken for identification purposes. Changes to the general terms and conditions shall be notified within our facilities. Such changes will take effect immediately upon notification and override these terms and conditions without agreement from you the customer.

By signing this, I am agreeing that I will comply with the rules for the use of each individual facility. I agree that I will act with courtesy towards other users at all times.

2) Terms of Membership

If I chose to pay in advance for the year, I agree that I will pay the fee for the membership once I have agreed to the terms and conditions

Or,

I chose a Direct Debit option, I agree to let Elevate Fitness take the specified amount out of my provided bank account each specified period according to my membership. Please note; direct debit charges are .60c per transaction and a one-off \$1 set-up fee applies; however, you have the option of weekly, fortnightly, or monthly payments. As per the Ezidebit terms and conditions, failed payments will occur a \$14.95 dishonor fee, debited from your account.

I am required to give Elevate Fitness 2-weeks notice before cancelling my membership.

To be eligible for our corporate or student memberships you must provide proof of employment/student ID at the time of purchasing your membership.

Your subscription is for the period elected on your form from the join date specified (and from any subsequent renewal date if renewed by you). This may be exempted if either you or we terminate your subscription as permitted under these terms and conditions.

To suspend a membership, a form must be completed. Suspensions have a minimum of 2 weeks and a maximum of 6 months. Memberships can be put on hold once per year. Exemptions may be made at the Managers discretion or with a medical certificate. If there has been a change in your subscription fee, such change will take effect when you next renew your subscription. Memberships are non-transferable and no refunds will be given on withdrawal. All subscription fees may be subject to change. These changes will be notified publicly within the facility. All subscription fees are inclusive of GST. A tax receipt is available on request.

3) Termination & Cancellation

We can terminate your membership immediately without notice if;

-There is any breach of these terms and conditions or any breach of the rules by you.

-Or, at our sole discretion, you bring us into disrepute or have not complied with the law.

We require a 2 weeks notice period if you decide to terminate your membership.

You can terminate your membership at any time, given the 2-weeks notice period. You are not entitled to a refund if we or you terminate your membership. Please note; auto payments will continue until you cancel your membership in writing and provide the required notice period as per Elevate Fitness cancellation policy. Your last membership fee will be the 2-weeks notice period, this fee can be prorated to align with your payment date.

If you are booked into a spin class at Elevate Fitness, you are required to give 1 hour's notice of your cancellation via the member portal, member app, email facility or phone conversation with a Receptionist. If you do not cancel or do not show up you will incur a \$10 cancellation fee.

4) Health and Safety

All memberships are required to complete a medical questionnaire to disclose any health-related information. If the individual decides not to disclose they are exercising at their own risk. Your safety is your responsibility. If you have questions or concerns about exercising safety we recommend you see your doctor. We will comply with our obligations under the health and safety legislation. To assist us to maintain the equipment in a safe condition, please advise us of anything you observe that needs our attention.

5) Liability

We will comply with our obligations under the Consumer Guarantees Act 1993.

Except as provided by statute, we are not responsible for any injury you may suffer during or after exercising on our premises. We are not liable in contract or tort or otherwise except as provided by the Consumer Guarantees Act for the damage to or loss of your personal property.

6) Privacy

Personal information about you will be used and held by us for the administration of your subscription. This includes notifying you of any changes at the facilities, any changes to these terms and conditions, and any other services available to you as a member. In accordance with the Privacy Act 1993, you are entitled to access and correct the personal information held about you. Unless you opt out of your information being used.

7) Bike Shed

The User agrees to use the Bike Shed solely for the purpose of storing bicycles or scooters while on our premises. All bicycles and scooters must be stored safely and securely using the racks provided, and each authorised User may park only one bicycle or scooter at a time. The User is responsible for ensuring that their bicycle or scooter is in good working condition and does not pose a hazard to others. Bags or other personal belongings are not to be stored in the shed. The User must notify The Kind Foundation if they no longer require access to the Bike Shed or are no longer eligible to use it. The Kind Foundation accepts no responsibility for any damage, theft, or loss of bicycles or personal property stored in the shed. The User assumes full responsibility for using the Bike Shed at their own risk. The User must ensure the storage area is properly secured after each use, ensuring that no unauthorised person enters while accessing or departing. The User must also keep their unique access code confidential and must not share it with anyone for any reason. Access to the Bike Shed may be restricted or revoked at any time by The Kind Foundation management for reasons including, but not limited to, maintenance requirements, capacity limitations, safety concerns, or non-compliance with these terms, whether proven or suspected. As space is limited, use of the shed is provided on a first-come, first-served basis.

8) Promotional Addendum – \$1 a Day for 99 Days Offer

This addendum applies only if you select and pay for the \$1 A Day for 99 Days promotional membership at sign-up. It supplements and, where inconsistent, overrides the general terms above (including in sections 2 and 3) solely for this promotional offer.

Eligibility: Available to new members only (not existing or former members who have cancelled their membership in 2026). One per person. Subject to availability and may be withdrawn at any time.

Payment and Access: You pay a one-off upfront fee of \$99, which covers full gym access to both Elevate Fitness locations (Bishopdale and Papa Hou) for 99 consecutive days starting from your join date (the "Promotional Period"). This is a discounted introductory rate only (equivalent to approximately \$1 per day). All other fees (e.g., key tag replacement, dishonour fees) apply as per the general terms.

Automatic Transition After Promotional Period: On day 100 (the day after the Promotional Period ends), your membership will automatically continue on an ongoing rolling basis at our standard weekly rate of \$24.99 per week (billed weekly via direct debit). You must provide valid direct debit details at sign-up for this transition. The standard membership terms (including direct debit setup fee of \$1, transaction fees of \$0.60, dishonour fees of \$14.95, and all other rules) will then apply fully. Ongoing access will continue to include both Bishopdale and Papa Hou locations (this promotional membership converts to a multi-site ongoing membership at the \$24.99/week rate).

Cancellation During/After Promotional Period: During the 99-day Promotional Period: You may cancel with 2 weeks' written notice as per section 3. No pro-rata refunds or credits will be given for the unused portion of the \$99 upfront payment (except where required under the Consumer Guarantees Act 1993 or Fair Trading Act 1986 in cases of significant breach by Elevate Fitness).

After the Promotional Period (from day 100 onwards): Follows the standard 2 weeks' notice period in section 3. No early termination fees apply beyond the notice period. Auto-payments will continue until cancellation is processed in writing and the notice period is served.

Key Disclosures: This offer provides discounted access for the 99-day Promotional Period only. It is not a fixed-term contract that ends automatically—the membership converts to our standard ongoing weekly membership at \$24.99/week unless you cancel per these terms. You will not receive separate reminder notices before the transition, so plan accordingly. All changes to fees or terms after the Promotional Period follow the general notification rules in section 1 and 2.

General: All other provisions of these Terms and Conditions (sections 1–7) apply unchanged unless explicitly varied here. This promotion cannot be combined with other offers unless stated. By selecting this promotion and signing/agreeing to these terms, you confirm you understand the upfront payment covers only 99 days at the discounted rate, and the membership will continue at the standard rate thereafter unless cancelled.

If you have any questions about this promotion or need clarification before signing, please ask a staff member.