

Please take to the time to thoroughly read our T&Cs at least once a month before continuing! Updates are made monthly.

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1. Things to know at the start of your membership

As a member, you can use our studio in line with these terms and conditions.

1.1 Understanding our membership options:

Understanding our membership options: Access

Trial

Our Trial gives you access to the specified number of class credits listed for the advertised expiry period from the date of purchase. You can come to a variety of the classes to see which classes you enjoy and how many in a week period you may like to regularly do when choosing a weekly membership. The price is a one off payment as listed and is non refundable or transferable.

Customers are only allowed to purchase or sign up for one Trial pass per individual (of any type). After the trial is finished, you can choose to continue your classes by purchasing one of our weekly memberships.

Weekly Subscriptions:

All active members are encouraged to request to join our Student Facebook group - <u>Jungle Tribe</u>. This group ensures students are kept up to date with class requirements (what to bring, wear, expect etc), have a supportive environment where you can share your progress, keep motivated and socialise with like minded people!

- 1. Casual (1 group class / week) + 1 free scheduled practice
- 2. Part Time (2 group classes / week) + 2 free scheduled practices
- 3. Full Time (5 group classes / week) + 2 free scheduled practices
- 4. Overtime (8 group classes / week) + 2 free scheduled practices + free access to Jungle OnDemand

Our above listed memberships give you the flexibility to enjoy our range of classes available on the schedule with a set limit per week. You are not locked in to a "term period" for a certain class, day or time and can change your classes week to week or book the same classes weekly, depending on your preference. Our schedule will update, increase and change over time, which offers you access to a new variety of classes for you to try and switch between.

These memberships can be cancelled at any time without a cancellation fee. You will have access to classes up until the pay window finishes (7 days from payment date). All subscription memberships have an open end date, meaning you will have continued access to your classes until you cancel or pause your membership (contact the studio to cancel or pause your membership).

Casual Visit:

Our Casual pass gives you variety and flexibility to enjoy <u>one</u> of the classes on our extensive schedule. The price is a one off payment at the advertised amount and is non refundable or transferable. An expiry date will be listed and start from the date of purchase.

Jungle OnDemand:

Our Jungle OnDemand is an archive of over 70 hours of unique classes, ranging from Pole, Aerials, Flexibility, Fitness, Choreography and Dance Technique with new classes added monthly. Learn from anywhere at any time, including in the studio during practice sessions. You can purchase our Jungle OnDemand as a sole membership, add it on to your existing membership or enjoy it as a free add on to your Overtime Membership!

Understanding our Membership Options: Commitment

Weekly Subscription Memberships:

All subscription memberships have an open end date. You will be charged your prescribed weekly amount until your plan is cancelled or paused (contact the studio to cancel or pause your membership). Memberships will not be refunded or transferred for any reason including cease of use. Cancellation responsibility falls on the customer and/or owner of the account.

Loyalty pricing will apply to your current plan, meaning if prices increase, your rate will remain the same unless you cancel or downgrade your membership. In that case, you forfeit your loyalty pricing.

If you choose to re-sign up, you will only have access to the current advertised rates.

One Off Passes:

All one off payment passes will give you access to our schedule of classes, based on the prescribed pass. Passes will not be refunded or transferred for any reason including cease of use.

1.2 How old do you have to be to join our sisterhood?

Meeting our sisterhood requirements

Jungle Studio is currently a female only space and only runs group classes for women. Men are welcome to take part in private lessons and special events at the studio's discretion.

Meeting our minimum age

You must be 16 years or older to become a member of Jungle Studio.

If you are under 18, a parent or guardian must create a main account and list their minor under a linked child account to register and agree to the Studio Waiver and Membership T&Cs on their behalf. The child account holder will need to also agree to our Membership T&Cs.

Minor's can then:

- take part in group foundation and skill level classes for pole / aerials
- take part in group floor based classes
- take part in supervised group practice classes

Minor's cannot:

- participate in any exotica / exotic / heels / sexy style / strip n lap (or other related styles) choreography classes as content and music may be sexually explicit in nature.
- participate in unsupervised group practice classes.

All minors with bookings in classes that are not suitable will have their booking cancelled and refused access to the class in the event they show up for the class and their booking was overlooked. It is the responsibility of the student to ensure they are booking into appropriate classes. The style of the class will be shown as on the timetable and at the start of each new choreography rotation, it is posted in the student Facebook group - Jungle Tribe.

1.3 When does your agreement start?

Signing your agreement

You have an agreement with us when you have created your account and agreed to the Waiver and T&Cs and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at the studio or over the phone, these terms and your agreement will apply. Unless written confirmation is received from a Jungle Studio employee.

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait.

1.4 Can you change your mind?

Cancellations

You can cancel your subscription membership at any time by contacting the studio. You will have continued access for the length of time you have paid up to or you can forfeit your remaining credits.

All memberships are non refundable under any circumstances. Cancellation of all prepaid memberships will result in a forfeit of remaining credits and the prepaid amount.

To cancel your membership, please see section 3.1.

1.5 What about your health?

Promising you are in good health

On the day you sign your agreement and each time you use our studio, you promise us that:

- · your body is in good physical condition
- you are not currently ill or contagious
- you know of no medical or other reason why you cannot or should not do active or passive exercise.

Seeking expert advice

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking yours or others, health, safety or comfort.

If you have any doubts, we strongly urge you to seek expert advice before starting a fitness program with us.

Keeping Covid Safe

We have rules and regulations in place to keep you safe and reduce / prevent the spread of Covid-19 within our studios. Please ensure you follow all rules associated with your studio to help keep our studios hygienic and you safe.

- ensure you always use the hand sanitiser at our sanitizer stations upon entry and exit of the studio.
- only use the cleaning caddie assigned to you for your class.
- limit touching other people's belongings, or equipment throughout your time in the studio.
- always wash your hands if you enter the bathroom, even if you only touch the handles and surfaces.
- follow all signs relating to room capacity, social distancing and any other signage posted around the studio.
- minimise what you bring to the studio and try to leave large belongings in the car where possible.
- if you are sick or have been around anyone who is sick, DO NOT ENTER THE PREMISE.
- bring a towel or your own equipment where possible to any class that requires it.
- If you're ever unsure of your responsibilities to keep Covid Safe in the studio, ask your instructor.

1.6 What rules apply to our studio?

Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. Do not bring valuables into the studio or leave them unattended. If you do, it is at your own risk and the studio, staff and other members associated with the studio will not be held responsible for any damage or missing items.

Unfortunately, thefts do happen

We cannot accept responsibility for any loss or damage to your belongings while you are at the studio, even if someone removes them from your locker.

If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

Wearing suitable clothes

All members and guests must wear suitable clothes and footwear. We do not allow clothes with offensive images or inappropriate advertising.

Aerials Clothing - Silks and Hammocks

All members and guest students are required to wear full length leggings or full length stockings with shorts or leotard and a shirt with sleeves long enough to cover the armpits and torso. This is for safety against skin burn as well as hygiene and material durability.

Aerials Clothing - Hoops

All members and guest students are required to wear 3/4 or full length leggings or full length stockings with shorts or leotard and a shirt long enough to cover their torso. This is for safety against skin burn and abrasion as well as hygiene and tape durability.

Pole Clothing - Foundation & Skills Classes

All members and guest students are required to wear shorts or short leggings depending on their skill level. For beginners, up to 3 inches above the knee will be required to adequately perform moves. For levels above this, bike shorts or shorter depending on your level. Any comfortable shirt and/or sports crop is suitable. This is for safety so your skin can grip to the pole and assist you to hold your moves.

Pole Clothing - Choreography

All members and guest students can wear the same as the above mentioned clothing in addition to full length leggings and pole high heels. Any items of clothing are suitable for choreography classes, as long as the majority of your breasts are covered and your pole shorts adequately cover your genitals.

No No List

The following items and clothing are **NOT ALLOWED** on any equipment (no exceptions):

- 1. **NO** zippers, studs or other metal or sharp items on clothing
- 2. NO jewellery, especially on wrists, ankles, toes, fingers or around the neck. Earrings, belly, nipple and dermal piercings are allowed as long as they do not have any sharp edges or are taped to prevent catching on fabrics or scratching poles and hoops. If you wear any jewellery that an instructor deems unsafe for the above reasons, you will be asked to remove them or tape them before continuing with your class.
- 3. **NO** shoes are to be worn within any studio room (except waiting rooms), especially on crash mats or tumbling mats (Pole Heels are an exception to the rule for choreography classes or if otherwise advised by an instructor, but are still not allowed on crash mats or tumbling mats).
- 4. NO G-Strings or Pasties allowed to be worn as your 'dance wear' at the studio (unless otherwise stated for special events only). Breasts and genitals to be sufficiently covered within the studio and during class (as we have underage students at the studio). Please note: Exposure for breast feeding purposes is an exception to this policy however cannot be done within the studio (class) rooms. All common areas and studio rooms are open to all ages (16yrs and over) and should be treated as an all ages environment.
- 5. **NO** long or sharp fingernails or fake nails allowed on any fabrics. They cause snags in the fabric, resulting in holes. Once a fabric has a hole, even a little one, it is no longer safe to use and must be retired.

If you participate in a class and violate any of the above regulations, you will be asked to rectify the violation or sit out the class. If you violate any of the above regulations and it results in damage to any studio equipment, you will be responsible for the costs to replace the equipment damaged.

Refusal of Participation

If you are in breach of the dress code, and your clothing is deemed to potentially cause damage to our equipment or you are in breach of our All Ages Environment dress code, our staff can refuse your participation within the class until the dress code is met or ask you to leave the premises.

Respecting others

Be respectful and do not behave inappropriately towards other members, guests, our staff and outside providers. Examples of inappropriate behaviour include:

- · verbal or physical intimidation;
- harassment;
- · discrimination on the basis of race, sex, age or any disability another person may have We do not tolerate disrespectful behaviour and will escort any offenders from the premises or call the police if the situation is deemed unsafe to do so.

Parking

You park in the studio's car park at your own risk. We are not liable for any loss or damage to your vehicle or its

Please be respectful of neighbouring businesses and keep to the set time limits for parking. If there is no studio parking available, there are other large car parks available nearby where you can park (at your own risk) while attending your classes.

1.7 Can I cancel bookings?

Weekly Classes

A minimum of 4 hours' notice is required to cancel a class. Your credit is refunded to be used to book another class within your payment window. If you need to cancel later than this deadline, please contact us via our Facebook Page before the start time of your class. Your credit will be refunded if you provide 1 hours notice or more. Under 1 hour will result in a forfeit of your credit. Any 'No Shows' will be subject to our No Show penalty system.

Workshops

A minimum of 24 hours' notice is required to cancel a Workshop. Workshop fees are non refundable but can be transferred to another Workshop, subject to availability. If cancelled within 24 hours, your fee will be forfeited and is non transferable.

Private Lessons or Hire

A minimum of 24 hours' notice is required to cancel a Private Lesson or Private Hire. If cancelled (or 'no show') within 24 hours' of the organised private lesson or hire, the credit is forfeited. If cancelled with the required notice, the credit can be transferred to another time, subject to availability. There are no refunds.

Trial Pass

A minimum of 4 hours' notice is required to cancel any class you book into under this special. Your credit is refunded to be used to book another class within your payment window. If you need to cancel later than this deadline, please contact us via our Facebook Page before the start time of your class. Your credit will be refunded if you provide 1 hours notice or more. Under 1 hours notice will result in a forfeit of your credit. Any 'No Shows' will be subject to our No Show penalty system. Trials are non-refundable and limited to one per person. They start from the purchase date, not the first booking. There is an expiry date on all trial credits. See credit pack to check your expiry.

Late Cancellation

Ensure you cancel within the recommended time frame as described above. If you cancel your class, event or hire within the cancellation period, your credits will be forfeited and marked as a Late Cancellation. If you fail to cancel at all, you will still forfeit your credit, but also be awarded a strike against your account, potentially suspending your access and clearing your future booking history. See section 1.9 for further details on our Strike Policy.

1.8 How do I pause my membership?

Notification Period

In the event you need to pause your membership, you will need to provide the studio with 2 weeks notice and the start and end date of the time you are requesting paused. The minimum pause period is 2 weeks and the maximum any one student can pause their membership within a calendar year is 3 months.

Why Pause?

Membership pauses allow students to keep their loyalty pricing while taking time off. If you cancel your membership, you forfeit your loyalty pricing and will need to sign up to our current pricing structure upon your return.

Things to know

Once you have requested a pause, the studio will try to match your away dates to your payment window. This may mean that you can only have part of your dates paused if the dates do not align. The studio will let you know what date range you have available to pause. This is why we recommend all student's memberships run with a Sunday to Saturday booking window to maximise your ability to pause your membership.

1.9 What is our Strike Policy?

No Shows

No Shows is a term used to describe a member who books in for a class, but doesn't show up or cancel. All classes can be cancelled up to 4 hours before the class starts, or anytime within the 4 hour cancellation window as a Late Cancellation (see sedition 1.7 for further details).

It is so important to cancel if you cannot attend as we have people on waiting lists wanting to attend if a spot becomes available. The sooner you can cancel your class the better, but if you need to cancel within 6 hours of your class starting, please inbox the studio facebook page so our staff can cancel for you and offer your spot to other students.

What is the Strike Penalty System?

To discourage 'No Shows', we have a strike system.

Your first strike will result in the studio contacting you with a reminder to cancel via our app in the future if you cannot attend

Your second strike will result in an immediate cancellation of all your current bookings, waitlisted classes and freeze your ability to book for any future classes for a 24 hour period. Our staff will notify you of the Freeze on your account and the time it will end.

We do hope no one reaches a second strike, but the responsibility to book and cancel your classes falls to the student. Promptly cancelling all classes you cannot attend is the considerate way to go and we are always here to help you cancel if life throws you a curveball! In the event you cannot cancel, contact the studio facebook page and we will cancel for you. This message must be sent through before the start of your class to avoid a strike and outside of the cancellation window to avoid forfeiting your credit.

2. Things to know during your membership

2.1 When do you pay membership fees?

Paying for ongoing memberships

You pay for ongoing memberships in advance each week, by direct debit or credit card.

Paying upfront

You can pay upfront for some memberships. For a Prepaid membership, you will pay on the day you buy it.

Renewing your upfront membership

When your membership is due to end, you can choose to renew it before that date at your existing rate, otherwise your membership fee will be set at the current advertised rate. By renewing your membership, you agree to the membership terms that apply at that time.

2.2 How do subscriptions work?

Paying every week

We will debit from your nominated bank account or credit card every week on the day you have signed up for the membership.

There are no additional surcharges for using a credit card.

Please note that:

- debit dates will vary for all members depending on the day you signed up and the day you bank releases the payment.
- if one falls on a public holiday, we will debit your account on the next business day
- debits might take up to 5 days to come out of your account.

See also 5.2 for our privacy statement and acknowledgment.

Meeting your responsibilities

You must make sure:

- your account has the agreed upon amount available on the day your payment is due and the next 5 days
- · you tell us if you are transferring or closing your account, at least 48 hours before your next payment is due
- you tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next payment is due

Contact us if you wish to change your payment type or cancel your membership

Querying a payment

If you query a payment, we will do our best to respond within 7 days. If you are not happy with our response, you may contact your financial institution. It will handle your query in line with its own policy.

2.3 What happens if your payment is late or fails?

Losing your studio access

If you do not fully pay your fees on the due date, we will suspend your studio access until your payments are up to date and you have given us your account details.

Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount you owe. We will make a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at the studio
- emailing the address associated with your account

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. You should update your details and are obligated to complete your minimum term.

2.4 Can we change your agreement?

Staying up to date with our terms

We may sometimes add to, change or remove our terms and conditions. This includes changing our studio's opening and closing hours, its services and facilities and membership fees. We do not reduce your membership fees because the studio is closed for renovations or for a public holiday.

The most up-to-date terms and conditions always apply. Each time you book into your classes, our most current terms and conditions will appear for approval. It is your responsibility to ensure you have read our terms and conditions prior to booking your classes.

Being notified about changes

We will give you at least 7 days notice of any changes, for instance by:

- publishing them in our newsletter or on our website
- placing a notice in the studio
- · writing to the email address you last gave us

2.5 How can you protect your health?

Telling us about your health risks

If you believe any studio activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice on an appropriate fitness program.

Managing infections and illnesses

You must not attend classes if:

- you have an infection, contagious illness or physical ailment, such as an open cut or sore
- there is any other risk, however small, to other members and guests.

Respecting our equipment

You are responsible for using our studio and equipment correctly and with respect, including hygienically wiping down after use and returning equipment to its designated spot.

If you are not sure how to operate any equipment or unsure of the appropriate clothing to wear, please ask our staff before you use it. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

As a courtesy to other members and to reduce the spread of infections and illnesses, please:

- use a clean towel when you use equipment, including exercise mats
- Use hygienic wipes to clean all equipment used and put equipment away after use
- keep phone calls to an absolute minimum or take them in the waiting area

Note also that you may use a camera in our studios but you must not record others without their permission first, preferably in writing.

Taking care in wet areas

The studio has a shower you may use. However, note that these areas are unsupervised and you use them at your own risk. You must follow all signs.

2.6 How can you give us feedback?

We welcome your feedback

Your feedback is important in helping us to provide a great service. If you have any comments or questions or complaints about our studio, staff, website or services, please contact us via one of the methods listed below.

Our studio staff are always happy to help. Ask your instructor, send us a message via our Studio Facebook Messenger or email us at **reception@junglestudio.com.au** to speak to our studio manager. We will be in contact with you shortly if your feedback requires follow up and try our best to resolve any conflict or concern.

2.7 Email and Phone communications

By signing up online or via our app, you agree to receive email and text communications from Jungle Studio.

2.8 Promising you are in good health

By signing up online or via our App, you promise that:

- you are in good physical condition
- you know of no medical or other reason why you cannot or should not do active or passive exercise.

2.9 How do graded classes work?

Grading Assessments

If you book into a higher class without passing the assessment, you will not be allowed to participate in the class and will have your booking cancelled. The studios keep a record of everyone's achievements and grades.

Beginners

If you are a new student and have never tried classes like these before, you will want to start in our Beginners and All Levels classes. If you are training in an apparatus (pole, silk, sling, hoop), you will need to pass the Beginner Prerequisite Skills before moving up to a higher class (see Grading Assessments below for more details). If you are training in any of our All Levels classes, these classes are non graded and can be enjoyed by anyone.



Foundations

Foundations classes are the first step in our class Hierarchy. In a Foundations class, you will learn core moves, technique, strength, conditioning and micro combos to build your knowledge of the skills and also ensure you're performing the moves safely to prevent injury.

A thorough knowledge and confident execution of your Foundations skills are required to be successful in its Level equivalent (i.e. Foundations 1 Pole is a prerequisite to Level 1 Pole, etc.).

In order to progress, you will need to pass the Grading Assessment for your Foundations class before entering your Level class.

Level

Level classes are the expansion of your core skills. In a Level class, you will learn variations of your core moves, transitions, technique, floorwork, lengthy combos and routines to build your endurance, memorization, flow skills and understanding of how to transition in and out of moves.

A thorough knowledge and confident execution of your Foundations skills are required to be successful in a Level class and continue to build upon those foundation skills as you learn the variations.

In order to progress, you will need to pass the Grading Assessment for your Level class before entering the next Foundation class (i.e Beginners > Foundations 1 > Level 1 > Foundations 2 > Level 2 > Foundations 3 > Level 3 Etc.).

Order of Graded Classes

You must have been graded and signed off to progress to the next class as shown below: Beginners > Foundations 1 > Level 1 > Foundations 2 > Level 2 > Foundations 3 > Level 3 > Foundations 4 > Level 4

You can actively be in one Foundations and one Level class at any one time. This is to ensure you are only working at the skill level relevant to you. The maximum classes you can attend for one apparatus is two Foundations classes and one Level class, within a one week period, depending on your available timetable and current membership. This is to ensure that all students have an opportunity to book as class in their relevant skill level. i.e:

- Beginners are not graded for entry and can only do Beginners and 'All levels' class until graded to move up.
- Graded to enter Foundations 1 > Can do Beginners and Foundations 1 at the same time.
- Graded to enter Level 1 > Can do Foundations 1 and Level 1 at the same time.
- Graded to enter Foundations 2 > Can do Level 1 and Foundations 2 at the same time.
- Graded to enter Level 2 > Can do Foundations 2 and Level 2 at the same time.
- Graded to enter Foundations 3 > Can do Level 2 and Foundations 3 at the same time.
- Graded to enter Level 3 > Can do Foundations 3 and Level 3 at the same time.
- Graded to enter Foundations 4 > Can do Level 3 and Foundations 4 at the same time.
- Graded to enter Level 4 > Can do Foundations 4 and Level 4 at the same time.
- Any student can join an All Levels (non graded classes) or Mixed Levels (practice sessions) class.

All Levels & Mixed Levels

All Level classes are non graded and suitable for everyone. They include a variety of class types that include but are not limited to:

- Aerial Yoga
- Get Flexy
- Choreography
- JungleFit

Mixed Level classes refer to practice sessions, which are open to all students to revise their skills learnt in class or from our Jungle Livestream classes. Practice sessions are not to be utilised for self teaching or teaching other students

As sessions are unsupervised, ensure you always put a crash mat under the aerial or pole space you are using when practicing any tricks, combos or class routines (low flow choreography is an exception if it does not include any tricks from Foundation 1 or above).

What classes can I do?

You can do your maximum graded classes as mentioned above plus any all levels and mixed classes. The number will depend on your weekly membership credit allowance.

3. Things to know at the end of your membership

3.1 How can you cancel your membership?

Cancelling your membership

You can cancel your membership by messaging the studio Facebook page or by emailing us at **reception@junglestudio.com.au.** This can take up to 7 days to process and will need at least 7 days notice. Your cancellation request will be active after this 7 day period and apply to the next available payment period (i.e. Your payment comes out on a Sunday, you request on Friday, the cancellation will apply from the following Sunday onward, 7 plus days from your request. You will not be refunded for any payments that come out during the 7 day notice period. You will be able to finish out the week you have paid for and then your membership will cease.

There are no fees for cancelling your membership. However, once you cancel your membership, you forfeit your loyalty pricing. If you wish to resume your membership, you will need to sign up at the current advertised price.

Confirming your request

When you do this, please always:

- · confirm your request in writing
- · keep a copy of your request

You will be responded to either by Facebook Messenger, Email or Text, depending on how you lodged the written request. Phone calls are not acceptable as the only means of notice.

4. Definitions

4.1 What definitions apply?

Jungle Studio, Studio, The Studio, We, Us, Our: SR Project Management Pty Ltd T/A Jungle Studio

You, Your, He, She, Him, Her, They: A member of Jungle Studio

Agreement, Membership Application, Glofox Fitness App

This is between SR Project Management Pty Ltd T/A Jungle Studio and you, under which you will become a member of Jungle Studio.

Personalised Glofox Fitness App is the portal in which you create your account and purchase your membership.



Code, Rules, Law of the Jungle

This is the rules, code and regulations for operating equipment, opening hours and behaviour in the studio, specified in these terms and conditions, and in studio signs and handouts

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