



Membership n/o \_\_\_\_\_

## Viva Dance Membership Form

### DETAILS (please print clearly)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb, City , Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

### I WAS REFERRED BY A VIVA STAFF MEMBER OR INSTRUCTOR

Name: \_\_\_\_\_ Contact details: \_\_\_\_\_

### PAYMENT OPTIONS

- Bronze** 3 months at \$166 per month (to be paid all at once \$500)
- Silver** 6 months at \$40 per week
- Gold** 12 months at \$35 per week
- Visitor** \_\_\_\_\_ weeks at \$50 per week (4-10 weeks to be paid all at once)

Silver & Gold memberships regular payment frequency:  Weekly  Fortnightly

Regular payment direct debit \$ \_\_\_\_\_ beginning on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Joining fee: \$25.00 \_\_\_\_\_

First payment (4 weeks) \$ \_\_\_\_\_

Total \$ \_\_\_\_\_  Cash  Eft pos  Credit card (2% fee)

### APPLICANT'S DECLARATION

I declare that:

- I understand that this is a legally binding contract between me and Viva Dance Ltd
- I have read and understood the conditions of membership set out above and on the back of this form and agree to be bound by them
- The details I have given you in this Application Form are true
- I understand that Viva Dance Ltd will collect my personal information in order to process my membership declaration and for credit reference checking' account administration and for marketing purposes. I understand that if I do not provide complete information, my application may be declined. Viva Dance Ltd will collect more information from me in order to provide me with dance services. I have the right to see and ask for correction of any personal information about me.
- The contract is not binding until it has been signed by an authorised person at Viva Dance Ltd.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed by authorised person at Viva Dance Ltd \_\_\_\_\_ Date \_\_\_\_\_

## CONDITIONS OF MEMBERSHIP

1. **Parties to this Contract.** This contract is between the Applicant (“you”) and Viva Dance Ltd (“Viva”)
2. **Membership Period.** You agree that you will join Viva for the minimum period specified on the application form. During the whole of that time you will pay regular payment fees, even if personal circumstances mean you stop attending our dance studio. Except for bronze membership, where you must pay the full fee up front. Membership is non transferrable.
3. **Membership Entitlements.** Your membership entitles you to attend all regular classes and courses at Viva with the exception of Performance courses, and other exempt courses as published on the Viva website from time to time.  
Your membership also entitles you to a 10% discount on the following items: Fast track classes, Viva workshops, Viva merchandise, Performance courses, Pole courses, Viva events and parties.  
You must sign up for any courses you plan on attending in advance.  
You are not entitled to attend classes above your level.
4. **Direct Debit.** You agree to pay:
  - a. A payment in advance covering all regular payments which fall due before your direct debit can be activated.
  - b. Further regular payments, to be made in advance by direct debit form to Viva from your designated bank account beginning on the date specified in the application form. You must sign a direct debit form before Viva will accept this contract. You agree to notify Viva and complete a replacement direct debit form if you change your bank account. After the end of the minimum period, your regular payments will continue until you advise Viva otherwise in writing.
5. **Suspension of Membership:** Silver and Gold members may suspend payments for a period of a minimum of 2 weeks to a maximum of one month due to absence or illness during the term of their membership. In this case the expiry date of the membership will be extended accordingly. Bronze members and visitor members are not entitled to suspend payments. Notification of suspension must be given at least 2 weeks in advance in writing.
6. **Dance Studio Rules.** You agree to comply with all current Viva rules for members. You must not carry out any illegal acts on studio premises and you must comply with our health and safety requirement, including those directed to your own health and safety. If you carry out any activity which Viva considers to be offensive or a danger to you or any other person, Viva reserves the right to require you to leave the studio immediately and Viva is entitled to cancel your contract forthwith. Refunds will not be given. Studio rules may change from time to time.
7. **Cancellation of this Agreement by you.** I understand that I have the right to cancel this contract within 3 working days of signing this form. No fees will be incurred in this instance, nor any refund due. After the end of the membership minimum period you can terminate this contract without penalty. It is your responsibility to notify the business manager in writing of your intention to terminate. Notice to cancel must be received two weeks prior to your direct debit payment date. Once a payment is received, it will not be reversed or refunded. Viva will be entitled to continue to regularly debit you fees on the agreed basis until Viva receives your written notice. Early cancellation may be approved by the business manager where a penalty payment is made. Cancellation fees are 2 months payment for Silver and 3 months payment for Gold. During the cancellation fee period members are entitled to attend classes as per usual.
8. **Overdue Payments.** It is your responsibility to keep your account in funds and to pay all your own bank fees, including any fees which your bank charges if your account is overdrawn because of our direct debit. If any of your direct debits fail, Viva will either add the outstanding sum to the next direct debit or make additional direct debits to recover the overdue amount. Viva can charge you reasonable administration costs. If your account with Viva is more than 4 weeks in arrears, Viva can send it to a collection agency. If Viva does this, you must pay all reasonable collection costs including actual collection agency fees.
9. **Our Liability to You.** You have rights under the consumer guarantees act 1993. Other than those rights and the rights given to you under this contract:
  - a. Provided Viva acts with reasonable care and skill, Viva will not be liable to you for any direct, indirect or consequential loss or damage or injury of any kind to you or your property, however it arises;
  - b. Viva will not be obliged to give you any refund if you fail to use your membership or if you terminate your contract within the minimum period for any reason.
10. **Conditions of class participation.** By participating in classes or courses at Viva you are doing so with the understanding that:
  - a. To the best of my knowledge I am in suitable physical health to participate in this/these course(s)/class(es).
  - b. I agree to self-determine my exertion through good judgement and to discontinue any exercise that exceeds my personal limitations.
  - c. I agree to notify staff of any existing medical conditions that may have an effect on my participation in physical activity, or if I feel unwell during this/these course(s)/class(es).
  - d. I do not hold the instructors and/or Viva liable for my safety or for any injuries sustained during the course(s)/class(es) or as a result of participating in the course(s)/class(es).

All correspondence regarding suspension, cancellation or other questions about your membership to be sent to [admin@vivadance.co.nz](mailto:admin@vivadance.co.nz)

Signed:

date: