

FULL TERMS AND CONDITIONS OF BASESIX FITNESS MEMBERSHIP

TERMS AND CONDITIONS:

All references to “BaseSix Fitness”, “We”, or “Us” or “Our” are references to or include Maria Basevi trading as BaseSix Fitness, Maria Basevi as the owner and lead instructor of BaseSix Fitness, and any staff, contractors or other persons providing live-online and pre-recorded fitness sessions or other authorised services for or on behalf of BaseSix Fitness.

Users of BaseSix Fitness are referred to below as “members”, “participants”, “clients”, or “you” or “I” as the context requires.

I hereby wish to participate in physical activities at BaseSix Fitness. I hereby freely and knowingly accept and agree to the following terms and conditions:

- You acknowledge that you have carefully read the “Terms and Conditions” and fully understand that it is a release of liability. You expressly agree to release, discharge and indemnify the instructor (Maria Basevi) and premise (BaseSix Fitness) for personal injury or property damage. To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence.
- If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall retain in full force and effect the offending provision or provision severed here from.
- You accept that undertaking physical exercise provided by these classes has an element of risk, and that if undertaking the classes at home that your exercise area will be free from hazards and suitable for the purposes of undertaking these classes.
- These terms and conditions are governed by the laws of New Zealand.
- By clicking “I accept” or accessing and participating in our sessions, you agree to be personally bound by these Terms and Conditions, including any changes or modifications made to these Terms and Conditions from time to time, according to the laws of New Zealand, and you warrant that you are at least 18 years of age or have the permission of a parent or caregiver to participate in BaseSix Fitness.

1. WHAT BASESIX FITNESS MEMBERSHIP ENTITLES YOU TO:

.a. Upon accepting our terms and conditions of participation and paying the relevant membership fee, the participant shall be given membership access to BaseSix Fitness website, live sessions via Zoom or any other form of internet streaming for the period of their paid weekly or monthly subscription.

.b. You are agreeing that by accessing the Members Area on the BaseSix Fitness website, that payments will auto-renew at regular intervals of every 7 days (or monthly depending on subscription model) and are ongoing until you decide to cancel.

.c. Maria Basevi, owner of BaseSix Fitness, will (subject to the variations set out below) provide participants with live-online and/or recorded fitness sessions, in accordance with the published schedule of days and times. Additional online sessions may be provided at any time at the sole discretion of BaseSix Fitness.

.d. All prices on the website are in NZ\$ and inclusive of GST.

2. VARIATIONS TO SCHEDULED LIVE-ONLINE SESSIONS:

.a. In the event of illness or injury, BaseSix Fitness will use all best endeavours to arrange for an experienced instructor to provide a live-online session in substitution for Maria Basevi.

.b. While all efforts will be made to ensure all live online sessions proceed at the scheduled time, technical difficulties or internet connection issues may at times mean that sessions may commence outside the published start time.

.c. BaseSix Fitness reserves the right to amend the scheduled days and times of the live-online sessions.

3. CONDITIONS OF PARTICIPATION IN BASESIX FITNESS SESSIONS:

.a. BaseSix Fitness sessions are based on Pilates, Yoga, Core Strength and Conditioning exercises. You are solely responsible for ensuring you have a sufficient degree of fitness and physical capability to participate in BaseSix Fitness sessions, and/or to seek professional advice from BaseSix Fitness directly or a medical professional if you are unsure.

.b. Participants who are inexperienced in Pilates & Yoga, Core Strength or Conditioning or who are at a beginner level of personal fitness are encouraged and recommended to start with the easier options within the sessions provided by BaseSix Fitness and to seek advice from BaseSix Fitness or another qualified professional if unsure how to carry out any exercises correctly.

.c. If you are pregnant, it is not recommended to attend general BaseSix Fitness sessions. After pregnancy, it is recommended that such clients should seek professional medical advice and exercise clearance before participating in BaseSix Fitness sessions. While some general guidance may be provided around pregnancy and post pregnancy in sessions, you accept that Maria Basevi and BaseSix Fitness is not liable for any complications that may occur.

.d. BaseSix Fitness does not provide any warranties or guarantees as to any specific result from participation in the sessions.

.e. If experiencing any pain or discomfort during any BaseSix Fitness sessions, participants should ease out of the move, rest on their mat and if necessary, seek advice from a medical professional or physiotherapist, before continuing with BaseSix Fitness sessions.

.f. BaseSix Fitness shall not be legally responsible for or bear any legal liability for any harm or injury suffered by any participant as a result of their participation in BaseSix Fitness sessions, and shall not accept any claim for compensation or reimbursement of medical costs associated with this.

.g. To the extent any other legal claim is otherwise permitted by law and is established against us, our total liability in respect of all claims in connection with any services provided by BaseSix Fitness shall be limited to the total sum of any membership fees paid by you that relate to the cause of action established.

.h. You shall be bound by and observe the conditions and restrictions of use or sharing of BaseSix Fitness sessions and associated intellectual property as set out in Clause 4.

4. CONDITIONS OF, AND RESTRICTIONS AGAINST, USE OR SHARING OF BASESIX FITNESS SESSIONS AND ASSOCIATED INTELLECTUAL PROPERTY:

.a. The name “BaseSix Fitness”, The “BaseSix Fitness” Logo, and all live sessions or uploaded recordings of session videos produced by BaseSix Fitness, information posted on BaseSixFitness.co.nz and the BaseSix Fitness Facebook page are the intellectual property of Maria Basevi trading as BaseSix Fitness and may not be used in any manner that constitutes a breach of our intellectual property rights, unless expressly permitted by BaseSix Fitness.

.b. All BaseSix Fitness live or pre-recorded sessions are for your personal use only. BaseSix Fitness authorises within the meaning of personal use, sharing and participating in BaseSix Fitness sessions with other members of your immediate family and residence. Personal use does not include broadcasting or sharing the session among large groups or public audiences, or in any online group or forum whether public or private, unless you have the express prior written consent of BaseSix Fitness.

.c. You must not use, share, post, re-post or record BaseSix Fitness material without the express written permission of BaseSix Fitness.

5. YOUR PRIVACY, STORAGE AND SECURITY OF YOUR INFORMATION:

.a. At BaseSix Fitness, we strive to ensure the security, integrity and privacy of personal information submitted to our website, and we periodically update our security measures in light of current technologies.

.b. We receive and store information you enter on our website or give us in any other way from time to time. You may provide basic contact information such as your name, phone number, address, and email address to enable us to send information and we may also collect additional information at other times, including but not limited to, when you provide feedback, change your content or email preferences or respond to a survey.

.c. You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure server. BaseSixFitness.co.nz has a secure server software that encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

.d. We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of BaseSix Fitness.co.nz, our customers or third parties or if required by law.

6. MARKETING:

.a. BaseSix Fitness will use all reasonable endeavours outside of the circumstances in 6.b. to respect your individual privacy. Should we wish to use any specific information about you, including posts about your personal experience from BaseSix Fitness sessions, as part of any wider online promotional or marketing activities, we will seek your permission.

.b. You accept that BaseSix Fitness may re-post BaseSix Fitness sessions and feedback comments online in order to promote and encourage others to join, and that this shall not constitute a breach of your privacy by BaseSix Fitness.

7. CANCELLATION AND REFUNDS:

If you decide to cancel your membership, you expressly acknowledge and accept that:

.a. You are required to give one week notice of the cancellation of your membership by emailing basesixfitness@gmail.com, which shall cease at the end of that notice period.

.b. Your auto-renew subscription can be cancelled at any time. Log in to the Members Area of the BaseSix Fitness website, click Manage Subscription and cancel subscription.

.c. Unless approved by BaseSix Fitness or its representatives, participants with a week or month subscription shall not be entitled to a refund of the membership subscription for the remaining time, irrespective of the reason for or timing of the cancellation.

We may cancel your membership with immediate effect, if:

.a. You breach any part of clause 3; or

.b. You otherwise breach the terms and conditions of membership or commit an act that brings, or could bring the reputation of BaseSix Fitness into disrepute.

In the event we cancel your membership in accordance with these terms and conditions, refunds will be at the sole discretion of BaseSix Fitness.

8. DISCLAIMER:

BaseSix Fitness has been designed to help individuals progress towards achieving their health and fitness goals. Please note that Maria Basevi is not a Nutritionist or Dietician. The views and opinions expressed on the BaseSix Fitness website, online sessions and BaseSix Fitness Facebook page are based on personal philosophy and professional background. Qualifications held by Maria Basevi includes Certificate in Fitness, Group Fitness Instruction, Pilates Instruction, Certificate in Business Management, First Aid, ongoing self-directed learning and professional development.

9. AMENDMENT OF TERMS:

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and BaseSix Fitness rights and obligations to each other.

I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.