

## MOVE ACADEMY LIMITED ENROLMENT AGREEMENT TERMS AND CONDITIONS

### 1 Definitions

Student, you	means the person and/or entity as signatory (or having electronically confirmed this contract) providing the student's details.
Move	Means Move Academy Ltd 99 Hurstmere Road Takapuna, Auckland <a href="mailto:admin@moveacademy.co.nz">admin@moveacademy.co.nz</a> 0800 668 300
Agent	Means any organisation Move deems appropriate for collection of monies on your account.
First Payment Date	means the date upon which the student is required to make the First Instalment Payment;
Weekly/Fortnightly/Monthly Payment amount	means the instalment payable by the student to Move as set out in the Application Form and as varied following any subsequent variation or repayment;
Total Amount Payable	means the total amount payable by the student to Move being the total of the weekly/fortnightly/monthly Instalments and, First Instalment and all course fees as set out in the Application and as varied following any subsequent variation, or repayment.

### 2 Enrolment

- 2.1 **Application for enrolment.** By completing the Student Enrolment Form (the Application), the student seeks enrolment in the course(s) provided by Move as selected in the Course Description Section of the Application and agrees to be bound by these terms and conditions (including the payment of the course costs specified in the Application and the administrative, and other fees specified in this contract).
- 2.2 **Confirmation of enrolment.** Upon completion of the Application, and its acceptance by Move, the student's enrolment in the course is deemed confirmed.
- 2.3 By signing the Application, you confirm that you have read, understood and agreed to comply with the Move Academy Code of Practice and Student Handbook provided at <https://www.moveacademy.co.nz/>
- 2.4 The student confirms that they meet the following course entry requirements;
- Access to at least two people to coach or train;
  - Access to internet and suitable device to perform study (i.e. computer, laptop);
  - If required for the program, access to a fitness facility, or fitness equipment, or area where exercise can take place;
  - An appropriate level of personal fitness to enable successful participation in the training and assessment; and
  - Acceptance of the risks associated with taking part in the training provided.

### 3 Entire Agreement / partial invalidity

- 3.1 This contract, and the Direct Debit Authority Form (DDA) entered into between the student and Move, constitutes the entire agreement, understanding and arrangement (expressed and implied) between the student and Move relating to the subject matter of this contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. In the event of any inconsistency between the terms of this contract, the DDA and Student Handbook and Code of Practice (where such inconsistent terms specifically relate to the rights and obligations of Move) the terms of this contract will prevail only to the extent of any such inconsistency.
- 3.2 If any provision of the contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision must be severed from the contract.

### 4 Move's obligations

- 4.1 Following receipt of the completed Application, Move will:
- Administer the course including providing access to the course materials and assessments;
  - Provide tutors and administrative support to the student;
  - Mark, provide feedback and results on the submitted assessment tasks; and
  - Support the student to achieve their goal of completion of the course in line with all of Move's policies and procedures.
  - On successful completion of the enrolled program, Move will issue the appropriate course certificate.

### 5 Entitlement

- 5.1 The contract is based on "entitlement" to use and not on actual use of the services. The student is responsible for his/her own progress and submission of work including assessments; practical and theory work and any workbooks/logbooks, etc required by the program enrolled.
- 5.2 The student is bound by these terms and conditions, and Move may remove the entitlement to use the services 'with good cause'. For the avoidance of doubt, this includes where the student fails to comply with the Code of Practice and/or fails to make any payment due, by its due date.

### 6 Course Fees

- 6.1 **Fees payable.** The course fees are payable by the student in NZ Dollars and are payable to Move on the terms set out in these terms and conditions and the Application (any other payment schedule confirmed either manually or in electronic format).
- 6.2 **Amount.** The total amount of course fees payable to Move are outlined in the Payment Details section of the Application, and:
- The student will make the first payment on the first payment date; and
  - In the agreed payment frequency thereafter, or in accordance with this contract, and the student will pay the agreed payments to Move until the total amount payable has been paid in full.
- 6.3 **Non-refundable.** The course fees are non-refundable except in accordance these terms and conditions.
- 6.4 **Collection Agent.** The student acknowledges that an agent has been contracted by Move to collect the payments, by way of direct debit and/or credit card, due under these terms and conditions.
- 6.5 **DDA.** If required for the payment plan, an email will be sent to the enrolling student with the required Direct Debit Authority form (DDA) to be completed by the enrolling student as required by Move or its authorised debit partner (Agent). If the student has instructed Move to complete the DDA on their behalf, the student acknowledges acceptance of this DDA when the email notification of the DDA or payment schedule is received.
- 6.6 **Additional course-related costs.** The course may require attendance by the student at public facilities offering exercise classes and/or training sessions for the successful completion of course assessments. The student may be required to undertake these classes and meet the associated costs. The student acknowledges that these costs are in addition to the course fees payable to Move.

6.7 **Equipment.** As part of developing the practical skills of fitness training the student will need access to the following equipment; Blood Pressure measurement kit (Sphygmomanometer and Stethoscope), Heart Rate Monitor and girth measuring tape. If not readily available at the mentor location, Move or local gym, the student may need to purchase these items.

## 7 **Payment**

7.1 **Late payment.** A late payment fee of \$10.00 is payable by the student to the Agent for each reversal of a payment initiated by the Agent or any third party contracted to collect payments on its behalf in accordance with these terms and conditions.

7.2 **Payment changes.** Should you request Move to amend the term or frequency of your payments, an amendment fee of \$25.00 will be payable to Move and added to the total amount payable. Any changes may affect the total amount payable. The student authorises Move or the Agent to amend the direct debit details and charges accordingly.

7.3 **Payment arrears.** Should there be any arrears in payments the student authorises Move (or the Agent) to debit the outstanding balance in order to bring the account up to date.

7.4 **Payment in full.** Move reserves the right to withhold the issuance of the qualification(s) and/or statement of attainment until payment of the full course fees have been received by Move.

## 8 **Cooling off Period**

8.1 You have a right, to cancel this contract by giving written notice of the cancellation to Move within five (5) working days of the date of the Application or the date that disclosure is made, whichever is the later.

8.2 Students can apply for course cancellation by emailing [admin@moveacademy.co.nz](mailto:admin@moveacademy.co.nz), outlining the request and requesting the Course Cancellation Form.

- a. It is the student's responsibility to ensure receipt of this completed form by Move.
- b. You are entitled to submit a request for a cancellation if you withdraw from the course(s) within 5 working days from signing the Application.

## 9 **Course Withdrawal**

9.1 Cancellation after the cooling off period has expired (i.e. more than 5 working days from signing the Application) is dealt with on a sliding scale from when the application for cancellation is received by Move.

- a. If the cancellation application is received in writing by Move after the cooling off period but within the first 30 days of enrolment, then a fee equal to 25% of the program fee will be payable.
- b. Cancellation after 30 days but before 90 days will incur a fee of 50% of the program fee.
- c. Cancellation after 90 days but before six months will incur a fee of 75% of the program fee; and
- d. any withdrawal from the program after 6 months of the enrolment date will not be entitled to any refund of course fees and full fees as outlined within the Payment details section of the Application will be due.

9.2 The course withdrawal and payments required within the timeframes apply regardless of class attendance or online course access.

9.3 A student cannot apply for any form of reimbursement or refund if they have completed the course or completed the online learning topics.

9.4 Any student seeking to withdraw after the three month period on the basis on extenuating circumstances, and having provided satisfactory supporting information, may at the Move's discretion cancel their contract with Move.

Withdrawal due to extenuating circumstances is intended to cover significant and unexpected circumstances that arise during the student's study, for example

- a. serious accident/illness, or serious mental health occurrences
- b. significant circumstances involving the health or wellbeing of a family member who the student supports

9.5 The following circumstances do not meet Move's criteria and would not be considered as extenuating circumstances for cancellation

- a. Changing place of residence;
- b. Change in relationship status;
- c. Change in work hours or employment status
- d. Poor time management
- e. A temporary illness or medical issue; or
- f. Any non-disclosure by the student of information to their ability to complete the course of study at the time of enrolment.

Verified supporting documentation will be required to be supplied in support of any such application. The student will be required to provide a detailed explanation of the relevant extenuating circumstances on which the application for withdrawal is based. Examples of supporting documentation may include:

- medical certificate detailing the illness/accident suffered and explaining how it affects the student (generic/non-specific references to illness or being unfit for study will not be sufficient)
- other cogent evidence of the circumstances including supporting evidence from a medical practitioner or lawyer (or other suitable third party) will assist.

This section only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations that you do not understand, if there is a dispute about your rights, or if you think that Move is being unreasonable in any way, you should seek legal advice immediately.

## 10 **Problems Paying**

If you are experiencing hardship and cannot make a payment because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply for a hardship variation. To apply for a hardship variation, you need to:

- a. Make an application in writing, and
- b. Explain your reason(s) for the application; and
- c. Request one of the following:
  - i. An extension of the term of this contract (which will reduce the amount of each payment due under this contract); or
  - ii. A postponement of the dates on which payments are due under this contract (specify the period for which you want this to apply); or
  - iii. Both of the above; and

- d. Submit the application to Move at [admin@moveacademy.co.nz](mailto:admin@moveacademy.co.nz)

Do this as soon as possible. If you leave it too long, Move may not consider your application.

11 **Early Repayment**

If you wish to pay the contract balance early, please contact us at [admin@moveacademy.co.nz](mailto:admin@moveacademy.co.nz) or 0800 668 300 to request a settlement statement.

12 **The Agent**

The Student acknowledges that the Agent has been contracted by Move to collect the instalments, by the way of direct debit, due under this agreement. Move reserves the right to change third party contractors as long as this does not materially disadvantage the student.

13 **Failure to Pay**

13.1 If the student fails to pay a payment amount within seven days of the due date, or fails to pay any other amount owing to Move or the Agent at any time, or the student is in breach of any part of these terms and conditions, then the total amount payable, together with all charges accrued and not paid and all other amounts payable in respect of this contract that remain unpaid, will immediately become due and payable without necessity for any demand or notice to the student, and

13.2 Move shall be entitled, without notice to the student, to terminate the service to the student and to exercise all of its rights and remedies against the student under these terms and conditions. Any such action initiated by Move will not affect Move's entitlement to enforce its right to payment by the student of the full course fees as required under this contract.

13.3 The student authorises Move or the Agent to amend the direct debit details, amounts, payment dated and add additional fees and charges if there are any payments that become overdue or if the account is in default.

14 **Default Expenses and Costs**

14.1 The student authorises Move or the Agent to notify any debt collection/credit reporting agency upon default by the student in regard to any obligation under this contract.

14.2 Should this occur, the full outstanding balance of the remainder of the amount payable under this contract including any arrears, any other fees and charges, shall be immediately due in full.

14.3 The student agrees to pay any and all fees or charges incurred as a result of debt collection including but not limited to any and all interest charges (at the default interest rate) for the period from the day you received the services until the day you either pay the balance owing for the services, legal charges, and the commission charged by the Agent (approx. 25% of the outstanding debt as previously calculated).

14.4 Move shall add \$100.00 to the outstanding debt as its fee for dealing with the defaulting student.

15 **Provision of Service**

15.1 The student acknowledges that Move may make reasonable changes to the services it provides, to the extent that such changes do not materially disadvantage the student. This includes changes to course content where necessary and changing the requirements or qualifications under the designated program(s) enrolled into by the student.

15.2 Reasonable changes to any location at which elements of the course is provided, does not absolve the student of responsibility under this contract.

15.3 Move is not liable if any event beyond Move's reasonable control that prevents it from performing, or delays the performance of, any of its obligations under the contract.

15.4 The student's enrolment will start with the enrolment start date being the date the Application was signed by the student.

15.5 The student has the following maximum time frames in which to complete:

- a. New Zealand Certificate in Exercise (Level 4) – 12 months to complete
- b. Wellness Coach - 12 months to complete
- c. Health Coach - 12 months to complete
- d. Lifestyle Coach - 12 months to complete

15.6 The student has declared any and all support needs to Move at the time of enrolment and accepts that, when the student's enrolment is confirmed by Move, Move will operate within its policies to meet any needs the student has declared.

16 **Right to Assign/Novate contract**

16.1 Reasonable change of location, or the sale of the business (either by shares or transfer or assets), or the change of the name of Move, or a change of any third party contractor(s) authorised by Move does not absolve the student of responsibility under this contract.

16.2 Move may assign or transfer, at its sole and absolute discretion, all or part of its rights and obligations under this contract to any third party, including unpaid portion of fees due under this contract and the student agreed to complete any documentation required to perfect or preserve any rights under this contract as a result of any such assignment or transfer.

16.3 Any such assignee or transferee shall be entitled to the full benefit and be obligated to provide the burden of this contract to the same extent as if it were an original party in respect to the rights or obligations assigned or transferred to it.

16.4 For the avoidance of doubt, the student by signing the Application agrees in advance to any assignment or novation of this contract to any party that Move approves. The student agrees to accept the services of the new provider and pay the provider of those services all fees due under this contract.

17 **Course Variations**

17.1 **Change in student location.** A change of address either within New Zealand or internationally does not constitute grounds for cancellation of this contract.

17.2 **Course Deferral.** The student may at any time request to defer their enrolment (suspend their study time). Course deferral will be for a maximum of 3 months only. In addition:

- a. Any deferral will be subject to the student being up to date with all payments due to Move as detailed under payment details.
- b. A deferral in studies will not affect or defer any payments or payment plans that the student has entered into with Move and all future payments will be in accordance with this contract.

- c. All applications for deferment must be submitted in writing through electronic mail to admin@moveacademy.co.nz. It is the student's responsibility to ensure receipt of the application by Move.

Please note that a request for course deferment does not infer an acceptance by Move and any decision to accept a course deferment request is made on a case by case basis and at the sole discretion of Move.

18 **Privacy of Information**

Move will abide by the Privacy Act 1993 and its replacement by the Privacy Act 2020 when it comes into force (and Codes of Practice) and respects the student's privacy.

Personal information may be used by Move for external auditing purposes and to send the student information about Move Academy's various products, supervises or workshops, or those of our partners.

All students agree as part of their enrolment that some material may be collected for marketing or advertising purposes.

The student has the right under the Privacy Act 1993 (and its replacement) to obtain access to and request correction to any personal information concerning the student held by Move.

19 **Liability**

To the extent permitted by law, Move shall not be liable or responsible to the student or any party for any indirect or consequential injury, loss or damage to the student or property of the student whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 except to the extent permitted by the Act.

20 **Electronic Transmissions**

The student may apply for acceptance in to the program pursuant to the Application by electronic means, and any such Application is as valid and binding as if it had been made by other than electronic means. The student acknowledges that anything he/she does in connection with any agreement between Move and themselves whether before or after this contract is formed, is valid and enforceable if done by electronic means. Move consents to the student giving any information, and providing any confirmation and/or signatures in electronic form. The student consents to being given any information relating to this contract or the program in electronic form.

21 **Variation of Terms and Conditions**

Move reserves the right to vary its terms and conditions at any time. In such event, the student will be provided with adequate notice of such change and shall be provided a counterbalancing and practicable right such as a right to exit the contract or to receive a compensating benefit.

22 **Acceptance/Declaration**

Upon submitting the Application, the student acknowledges their understanding of the contract entered into with Move and agrees that:

- a. the student warrants he/she is 18 years of age or over at the time of signing the Application; if under the age of 18 the parent or guardian has agreed and completed the Application on the student's behalf;
- b. the student warrants that the information provided by the student in the Application and subsequently upon request is complete in all regards, accurate and correct;
- c. the student accepts these terms and conditions are binding on the student and acknowledges that they have read /understood the Student Handbook and Code of Practice;
- d. the course entry requirements are understood and accepted and will be met by the student;
- e. the student has declared any and all support needs to Move at the time of submitting the Application and accepts that Move will operate within its policies to meet any needs the student has declared;
- f. the course commencement date and durations will be determined in accordance with these terms and conditions;
- g. the student is responsible for his/her own progress and submission of work including assessments;
- h. where the student is paying via a Payment Plan, the student agrees to and consents that, Move can undertake any form of credit check required to satisfy Move's payment policy requirements with any organisation that may provide credit worthiness information about the student;
- i. the student will notify Move immediately if he/she becomes aware of any circumstances which may affect the student's ability to satisfactorily complete the course in order that Move can determine whether Move can provide assistance or support to the student during the provision of the course.
- j. the student gives permission for Move to use any marketing or advertising materials that refers the student; and
- k. the student has read and agreed to all aspects of the Application and that a copy of this contract has been provided to them