

MOVE ACADEMY LIMITED ENROLMENT AGREEMENT TERMS AND CONDITIONS

Definitions

Customer, Student, you	means the person and/or entity as signatory (or having electronically confirmed this Agreement) by providing Customer Details.
Move	Means Move Academy Ltd 99 Hurstmere Road Takapuna Auckland admin@moveacademy.co.nz 0800 668 300
Agent	Means FeeFunders, Flo2Cash, Stripe, or GoCardless, whichever service Move Academy deems appropriate for collection of monies on your account.
CCFA	means the Credit Contracts and Consumer Finance Act 2003;
First Payment Date	means the date upon which the Customer is required to make the First Instalment Payment;
Weekly/Fortnightly/Monthly Payment amount	means the monthly instalment payable by the Customer to Move as set out in this Customer Application Form and as varied following any subsequent variation or repayment;
Total Amount Payable	means the total amount payable by the Customer to Move being the total of the weekly/fortnightly/Monthly Instalments and, First Instalment and administration setup fee and any settlement admin fee as set out in this Customer Application and as varied following any subsequent variation, or repayment.
Default Finance Rate	Means an finance rate of 1.85% per month

1 Enrolment

- 1.1 Application for enrolment. By completing this Student Enrolment Agreement, the student seeks enrolment in the course(s) provided by Move as selected in the Course Description Section of the agreement and agrees to be bound by these terms and conditions.
- 1.2 Confirmation of enrolment. Upon completion of Student Enrolment Agreement, Move Academy accepts the student's application for enrolment and the student's enrolment in the course is deemed confirmed (Active).
- 1.3 I have read, understood and agreed to abide by the Move Academy Code of Practice and Student Handbook provided at <https://www.moveacademy.co.nz/>
- 1.4 The student confirms they meet the following course entry requirements;
 - a. Access to at least two people to coach
 - b. Access to internet and suitable device to perform study (ie computer, laptop)
 - c. If required for the program; access to a fitness facility, or fitness equipment, or area where exercise can take place
 - d. An appropriate level of personal fitness to enable successful participation in the training and assessment
 - e. Acceptance of the risk associated with taking part in the training provided

2 Entire Agreement

- 2.1 This contract, the any third part enrolment form (if applicable) and the Direct Debit Authority Form (DDA) entered into between the student and Move Academy Limited, constitutes the entire agreement, understanding and arrangement (expressed and implied) between the student and Move.
- 2.2 If any provision of this contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provision will not be affected and such invalid, illegal or unenforceable provision is to be severed from this contract.

3 Move Academy Ltd Obligations

- 3.1 Following receipt of the completed online enrolment form Move Academy will:
 - a. Administer the course including providing access to the course materials and assessments
- 3.2 Throughout the duration of the course, Move Academy will
 - a. Provide tutor and administrative support to students
 - b. Mark, provide feedback and results on the submitted assessment tasks
 - c. Support students to achieve their goal of completion of the course in line with all policies and procedures
- 3.3 On success completion of the enrolled program, Move Academy will
 - a. Issue the appropriate Move Academy Ltd certificate

4 Entitlement

- 4.1 This 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.
- 4.2 The student is bound by the rules and conditions of Move Academy, and Move Academy may remove the entitlement of use of the services 'with good cause'. For the avoidance of doubt, this includes where the student fails to comply with the Code of Practice and where the student fails to make any payment due, by its due date.

5 Course Fees

- 5.1 The course fees are payable by the student in NZ Dollars and are payable to Move Academy Ltd on the terms set out in this agreement and any other schedule confirmed either manually or in electronic format.
- 5.2 The student will make the first payment on the first payment date; and
- 5.3 In the agreed payment frequency thereafter, or in accordance with the contract, the student will pay the agreed payment amount to Move until the total amount payable has been repaid in full.
- 5.4 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 this agreement.
- 5.5 If required for the payment plan, an email will be sent to the enrolling student with required Direct Debit Authority form (DDA) to be completed by the enrolling student as required by Move or their authorised debit partner (Agent). If the student has instructed Move Academy to compete the DDA on their behalf, the student acknowledges acceptance of this DDA when the email notification of the DDA or payment subscription is received.
- 5.6 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.

- 5.7 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.

6 Payment

- 6.1 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 the terms and conditions of this contract.
- 6.2 An administration setup fee as disclosed on the Student contract is payable to Move by the Student on signing this agreement.
- 6.3 Should you request Move to amend the term or frequency of your payments, an amendment fee of \$100 will be payable to Move and added to the total amount payable. Any changes may make effect to the total amount payable. If the student extends the payment term beyond the initial terms, then Move reserves the right to charge the student extra finance fees at the rate specified. The student authorises Move or the agent to amend the direct debit details and charges accordingly.
- 6.4 Should there be any arrears in payments the student authorises Move Academy (or authorized third party) to debit the outstanding balance in order to bring the account up to date.
- 6.5 Move Academy 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 Academy.

7 Guarantees

The Student hereby applies for enrolment and agrees to pay the payment amount at the agreed payment frequency until the total amount payable has been paid in full.

8 Right to Cancel

- 8.1 You have a right under section 27 of the CCCFA to cancel this contract by giving written notice of the cancellation to Move within five (5) days of the date of this contract or the date that disclosure is made under section 17 of the CCCFA, whichever is the latter.
- 8.2 Students can apply for course cancellation by emailing admin@Moveacademycoach.com, outline the request and request the Course Cancellation Form.
- It is the student's responsibility to ensure receipt of this completed form by Move.
 - You are entitled to submit a request for a cancellation (less \$500 administration fee) if you withdraw from the course(s) within 5 days from signing this agreement.
 - Cancellation after 5 days from signing the contract is at the sole discretion of Move Academy management and has no effect on total amount payable and due under this agreement; students will be responsible to pay the total course fees (total amount payable) as indicated in this agreement following approval of course cancellation.
- 8.3 The following circumstances do not meet the criteria required to cancel the enrolled program
- Change in work hours, or work situation
 - Change of personal objectives/goals or activities
 - Changing place of residence
 - Change in relationship
 - A planned or unplanned pregnancy
 - A temporary illness or medical issue
 - Any non-disclosure by the student of information to their ability to complete the course of study at the time of enrolment

This statement 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 under the Credit Contract and Consumers Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that Move Academy is being unreasonable in anyway, you should seek legal advice immediately.

9 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:

- Make an application in writing, and
- Explain your reason(s) for the application; and
- Request one of the following:
 - An extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - A postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - Both of the above; and
- Give the application to Move Academy at admin@moveacademy.co.nz

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

10 Early Repayment

If you wish to repay the contract balance early, please contact us at admin@moveacademy.co.nz or 0800 668 300 to request a settlement statement. We reserve the right to charge you a finance fee up until settlement of the contract balance.

11 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.

12 Finance Fee

The finance fee charged by Move is simply expressed as a total finance fee. This charge is then divided by the number of payments for the term of the contract which means that the finance payment is the same amount for each payment and is easily calculated (amount borrowed x finance rate)

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 becomes in breach of any part of these terms and conditions, then the total amount payable, together with all finance charges accrued and not paid and all other amounts payable in respect of this Agreement 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 if its rights and remedies against the customer under these terms and conditions. Any such action initiated by Move will not affect the Move's entitlement to enforce its right to payment by the student of the full course fees as required under this agreement.
- 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 customer in regard to any obligation under this agreement.
- 14.2 Should this occur, the full outstanding balance of the remainder of the contract including any arrears, finance fees, 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 fees (at the default interest rate) for the period from the day you received the services until the day you either pay the cash price for the services, legal charges, and the commission charged by the debt collection agency. (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 customer.
- 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 changing the requirements or qualifications under the designated program(s) enrolled into by the student.
- 15.2 Reasonable change of location, does not absolve the student of responsibility under this contract.
- 15.3 The student's enrolment will start with the enrolment start date being the date the enrolment form was executed by the student.
- 15.4 The student has the following maximum time frames in which to complete:
- New Zealand Certificate in Exercise (Level 4) – 12 months to complete
 - Wellness Coach - 12 months to complete
 - Health Coach - 12 months to complete
 - Lifestyle Coach - 12 months to complete
- 15.5 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, the company will operate within its policies to meet any needs the student has declared.
- 15.6 Move Academy reserves the right to replace the Certificate III and IV in fitness with the NZ certificate in Exercise at any time.
- 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) authorized 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 agreement to any third party, including unpaid portion of fees due under this agreement.
- 16.3 Any such assignee or transferee shall be entitled to the full benefit and be obligated to provide the burden of the agreement 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 The student explicitly permits Move to assign or transfer all or part of its rights and obligations under this agreement to any third party and the student agreed to complete any documentation required for this to occur.
- 16.5 The student agrees and explicitly permits Move to disclose to a proposed assignee or transferee information relating to the student which has been furnished to Move in connection with the agreement.
- 16.6 For the avoidance of doubt, the student by signing this contract agrees in advance to any assignment or novation of this contract to any party that Move Academy Ltd 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 agreement.
- 17.2 Course Deferment. 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.
- Any deferment will be subject to the student being up to date with all payments due to Move as detailed under payment details.
 - A deferment in studies will not affect or defer any payments or payments plans that the student has entered into with Move and all future payments will be in accordance with this agreement.
 - 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 this by Move.
 - Please note that a request of course deferment does not infer an acceptance by Move and a course deferment approval is on a case by case basis and at the sole discretion of Move management.
- 18 Privacy of Information**
- The Student authorizes the Academy or any authorized party by the Academy to contact the customer for any purpose. The student has the right under the Privacy Act 1993 to obtain access to and request correction to any personal information concerning the student held by the Academy. You acknowledge that personal information collected or held by the Academy may be used by the Academy or other third parties approved by the Academy to make offers to you.
- 19 Liability**

To the extent permitted by Law, the Academy 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 Consumers 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 this Agreement by electronic means to Move, 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 it does in connection with any agreement between Move and themselves whether before or after the agreement is formed, is valid and enforceable if done electronically. Move consents to the customer giving any information, and providing any confirmation and/or signatures in electronic form. The customer consents to being given any information in electronic form.

Acceptance

Upon submitting the online enrolment form, the Student acknowledges their understanding of the Agreement entered into with Move Academy Ltd and agrees that:

- the Student warrants he/she is 18 years of age or over; if under the age of 18 the parent or guardian has agreed and completed the enrolment on the student's behalf;
- the Student warrants that the information provided by the Student in the enrolment form and subsequently upon request is complete in all regards, accurate and correct;
- the Student accepts the Terms and Conditions are binding on the Student;
- the course entry requirements are understood and accepted and will be met by the Student;
- the Student has declared any and all support needs to Move Academy at the time of enrolment and accepts that Move Academy will operate within its policies to meet any needs the Student has declared;
- where the Student is paying via a Payment Plan the Student agrees to and consents that, Move Academy can undertake any form of credit check required to satisfy Move Academy's payment policy requirements with any organisation that may provide credit worthiness information about the Student;
- the Student will notify Move Academy 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 Academy can determine whether Move Academy can provide assistance or support to the Student during the provision of the Course.