PRFM Training - Terms and Conditions

Welcome to PRFM Training. By accessing or using our website (https://prfmtraining.com/) and services, you agree to comply with and be bound by the following Terms and Conditions. Please read these carefully before proceeding.

- **1. General Information** 1.1 PRFM Training is operated and owned by PRFM Limited, a company registered in New Zealand. 1.2 These Terms and Conditions apply to all users, customers, and members of PRFM Training. 1.3 By using our services, you confirm that you are at least 18 years of age or have obtained parental consent if under 18.
- **2. Membership and Services** 2.1 Memberships and packages are available for purchase on our website or at PRFM locations. 2.2 All memberships are personal and non-transferable. 2.3 Membership fees are billed as stated during the signup process and are subject to change with prior notice. 2.4 PRFM reserves the right to refuse membership or terminate access at its sole discretion.
- **3. Payment and Billing** 3.1 Membership fees and charges are payable in advance via credit card, debit card, or direct debit. 3.2 You authorize PRFM to automatically debit your chosen payment method according to the agreed billing cycle. 3.3 In the event of a failed payment, access to services may be suspended until payment is made. 3.4 Late fees or collection costs may be applied if payments remain outstanding.
- **4. Cancellations and Refunds** 4.1 Memberships may be cancelled at any time through your online account. 4.2 Refunds will not be issued for partial months or unused services unless required by New Zealand Consumer Law. 4.3 In the case of unforeseen facility closures or disruptions, PRFM will make reasonable efforts to offer alternative services or compensation.
- **5. Health and Safety** 5.1 By participating in any PRFM activity, you acknowledge that you are fit, able and have consulted a healthcare professional if needed. 5.2 PRFM is not liable for any injury, illness, or adverse health outcomes resulting from participation in our programs. 5.3 Members must follow all health and safety protocols, and make the appropriate adjustments tomake the appropriate adjustments to exercises programmed or instructed by PRFM staff.
- **6. Liability and Indemnity** 6.1 PRFM is not liable for loss or damage to personal property while on the premises. 6.2 To the extent permitted by New Zealand law, PRFM disclaims all liability for any indirect or consequential loss. 6.3 You agree to indemnify and hold harmless PRFM, its employees, and contractors from any claims arising from your use of our services.
- **7. Privacy and Data Protection** 7.1 PRFM collects and stores personal information. 7.2 You have the right to access and correct your personal information held by PRFM. 7.3 PRFM may use some videos, photos and written testimonials for promotional purposes across our social media platforms including but not limited to our website, for promotional purposes across our social media platforms including but not limited to our website, Instagram, Facebook, TikTok etc. If you do not wish any of these to be used for promotional purposes please notify us immediately and we will have them removed ASAP.
- **8. Intellectual Property** 8.1 All content on the PRFM website and associated materials are protected by copyright and intellectual property laws. 8.2 You may not reproduce, distribute, or modify any content without prior written consent.
- **9. Amendments** 9.1 PRFM reserves the right to update these Terms and Conditions at any time. 9.2 Changes will be posted on the website, and continued use of our services constitutes acceptance of the revised terms.
- **10. Governing Law** 10.1 These Terms and Conditions are governed by the laws of New Zealand. 10.2 Any disputes shall be resolved through mediation before pursuing legal action.

For any questions or concerns, please contact us at contact@prfmfitness.com

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