

# TERMS & CONDITIONS

- These terms and conditions form part of and apply to the membership agreement you are entering into with Female Training Centre Pty Ltd, located at 7 & 9/505 Henley Beach Road, Fulham SA.
- When you become a Female Training Centre member, you are bound by and agree to comply with these Terms.
- If upon reading these Terms, you no longer wish to be a member of Female Training Centre, you have 48 hours cooling off to notify us if you would like to change your mind about your membership agreement in accordance with Section 23.
- From the Start Date you are entitled to the membership benefits and use of the facilities and services that apply to the Membership Type you selected.
- You are expected to meet financial obligations under this agreement, and so should you proceed, do so with the knowledge that you can be held liable, and your credit rating affected if you fail to meet your obligations.

## The following fees may apply to your agreement:

**Membership Access Fees** – As per the contract you have selected your fortnightly or upfront fee is displayed before proceeding to checkout.

**Online Transaction and Direct Debit Fees** – There is a 2.2% surcharge to a minimum of 0.83 cents on Realtime payments as well as each direct debit when you agree to pay your membership on a fortnightly debit cycle.

**Membership Suspension Fees** – You are entitled to a total of 28 days of membership freeze time on all Locked-In direct debit contracts. Freeze periods must be taken in full-week blocks (partial weeks are not permitted). All requests for membership freeze for holidays will incur a \$5 weekly processing fee. No processing fee will be charged for medical reasons; however, supporting medical documentation must be provided. Other suspension rules are detailed in Section 7.

**Cancellation Fees** – If you wish to cancel your membership before the minimum term has expired you will incur a cancellation fee of \$150, please see Section 13. All Direct debit contracts do have an auto-renew feature. Please alert us prior to the end of your minimum term if you do not wish to renew your contract. We will make every effort to remind you before your membership expires to discuss renewal options. However, it is ultimately your responsibility to manage your membership, and Female Training Centre will not be liable if your membership auto renews. Once the minimum term has been completed and a new contract has commenced, one month's written notice will be required to cancel, and the \$150 cancellation fee will apply.

**Upfront Payments** – Upfront payments for services are subject to the 48-hour cooling off period. For other details relating to Upfront Payments please see section 7 & 19.

**Annual Membership Fee Increase** - There will be an annual Membership Fee Increase please see Section 11 & 21.

## 2.0 RESPONSIBILITY FOR MEMBERS UNDER 18 YEARS OF AGE

**2.1** If you are under the age of 18 you cannot enter into a direct debit arrangement or a membership agreement with us without the full consent of your parent or guardian. We expect that you have parental permission to do so and that you are being advised by your parent or guardian when agreeing to our Terms and Conditions and Liability Waiver.

**2.2** By allowing a minor to transact with us, the parent or guardian agrees to be responsible for ensuring the child exercises safely, pays their membership fees and otherwise follows these Terms.

**2.3** If you are under the age of 16 you are not permitted to have 24 Hour Access and you must not enter the facility even if accompanied by a parent or guardian unless specific permission has been granted by Management. You may however attend Group Fitness Classes from age of 14.

**2.4** Minors above the age recommended age for group exercise activity may participate in supervised Group Fitness Classes, with the permission of a parent/guardian but the parent/guardian takes full responsibility for the safety of the minor and the cost of attendance.

## 3.0 SAFETY FIRST!

The health and safety of members is important to us. This clause sets out some of the things we require of you to help achieve that objective.

### 3.1 Your physical condition

**(a)** A safe and effective exercise program is dependent upon accurate health and fitness profiling. It is therefore essential that you tell us in writing all relevant personal health and fitness information both before (through our pre-exercise questionnaire or otherwise) and during the course of any exercise program or other activity.

**(b)** You will ensure that information you disclose to us will be true and accurate and not misleading in any way. You must not attend and use the facilities and services whilst you are suffering from any illness, disease, injury, or other condition that could present a risk to the health or safety of other members and guests or yourself.

**(c)** You must notify us of any changes to your health or existing medical conditions, or if you believe there is a risk to your health or the health of others as a result of your participating in activities.

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(d) You are not permitted to use the facilities and services before disclosing relevant health information to us, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, you must not use the facilities and services until we have completed your health and fitness profile.

(e) We reserve the right to cancel your membership if, in our reasonable opinion, you do not satisfy the medical or physical conditions required to participate at Female Training Centre and you do not provide us with evidence from a medical practitioner or an appropriate health professional. This does include the use of illicit drugs and/or alcohol which is strictly prohibited within the premises. Those found under the influence will have their membership terminated immediately.

## 3.2 Proper use of equipment

We will provide you with an instructional consultation with a staff member prior to using the facilities which you must attend before use. This will provide information about use of the facilities and services. In any case, you promise to take care when using the facilities and services and make sure that you use the facilities and services including equipment appropriately and safely. If you are ever not sure how to operate any equipment properly, please avoid using it until you can ask a staff member for guidance.

## 3.3 We can refuse you entry

We can refuse you entry to the facilities and services or cancel your membership immediately if you behave in a way that is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

## 3.4 Please follow our directions

You agree to follow any reasonable direction of a member of our staff relating to health and safety or any other matter.

## 4.0 RULES OF GOOD BEHAVIOUR

(a) In signing your membership agreement you agree to abide by the Female Training Centre rules of etiquette which are outlined below.

### 4.1 Members Only

(a) Use of Female Training Centre facilities is strictly for members only when the studio is unstaffed.

(b) Female Training Centre does not permit Guest Visits in the 24 Hour Studio. This is to ensure your personal safety as unknown guests may present a risk of harm to you as a member. Enquiries are by appointment only to ensure there are staff on site to supervise visitors to the studio.

(c) At times, Female Training Centre may run promotions which allow guest access to Group Fitness Classes and the 24/7 Studio. These guests must be booked in prior to attending and are required to have signed the Liability Waiver prior to commencing exercise.

### 4.2 Membership Access Key Tags

(a) Members will not be able to gain access to the 24/7 Studio without the use of an Access Key Tag.

(b) The access key tag is for your use only, and must not be given to any other person to access the club. In the event that this occurs, your membership will be cancelled immediately, and you will be required to pay any early termination fees as per the membership terms and conditions.

(c) A fee will be charged for the issue of a replacement key tag.

### 4.3 Access Key Tags & Initial Start Up Costs

(a) Members who have 24 Hour Access must have valid key tags.

(b) The initial start up cost is included in all new memberships and consists of all the things you need to get your membership started, including the access key tag, new member induction and joining fee. The initial start up costs are non refundable, non transferrable to another member during or after the membership period and will be cancelled immediately upon cancellation of your membership.

### 4.4 Your Health - Injuries or Risk of Harm

Members must conduct themselves in a manner which will not cause harm or discomfort to themselves or other members.

Members must advise their Group Fitness Instructor, Personal Trainer or a Member of staff if they are injured or there is any change to their health that may impact their ability to continue their exercise program or use of facilities.

### 4.5 Bring a Towel and Water Bottle

Members must bring a towel and water bottle to the studio when using the facilities. Please use the wipes, sanitiser and cleaning products provided to wipe down equipment after use.

### 4.6 Appropriate Behaviour

Members and staff must conduct themselves with appropriate decorum in the club and treat others with respect at all times. Foul language, discrimination, harassment, bullying or inappropriate behaviour will not be tolerated.

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## 4.7 Dress

Members are asked to dress appropriately for their workouts and wear suitable enclosed training shoes at all times while in the facilities.

## 4.8 Facilities and Equipment

Members are asked to immediately replace all weights and equipment away upon completion of exercise. Due to safety issues members must not leave equipment on the floor. Members must report any breakage or damage to equipment to the Manager or other staff member. Members are asked to treat the equipment and facilities with care. You agree to pay for any damage to the facilities caused by you through a wilful act or negligence.

## 4.9 Lost Property

You promise that you will not unnecessarily bring valuables into the facilities. Maintaining the security of unattended property in the facility is not part of the service we provide under this agreement. We will not be responsible for any loss or damage to your property that occurs.

## 4.10 Time Limits

Members must adhere to time limits on equipment where applicable. Members are asked to consider others and not sit on equipment during rest periods.

## 4.11 Group Fitness Access

(a) Members attending group fitness are encouraged to arrive five minutes prior to the scheduled commencement time of the class to ensure that they have time to set up any equipment if required.

(b) Members must complete both the warm up and cool down phases of group fitness classes. For your own safety, members who arrive late may be prevented from participating in a class if they do not have sufficient time to warm up.

(c) Members are required to book in for all classes via their client portal.

(d) All cancellations for group fitness classes must be made more than 3 hours prior to the commencement time for a scheduled class

(e) 'No Shows or Late Cancellations' by members (except under special circumstances or in case of emergency, subject to management's discretion) will be considered a late cancellation and can result in a \$10 late cancellation fee per class. Please make yourself familiar with our Late Cancellation/No Show Policy which is provided upon membership sign up.

(f) For all class pack holders, if you miss a scheduled class without notifying us, that class will be counted as used given that we had already allocated your place over another casual attendee and will be subject to the late cancellation fee.

## 4.12 24/7 Hours Access

(a) If your membership includes the rights to access and use the 24/7 Gym you acknowledge and agree to comply with the 24 hours Access Rules of the Female Training Centre.

(b) As a member accessing and using the facilities you acknowledge that you enter and use the facilities at your own risk.

(c) If you feel that there is a risk to your property/health and or safety or you have any other concerns regarding the use of the facilities during unstaffed hours, then you must report this to management immediately.

(d) You understand that Female Training Centre is under 24 hour video surveillance for security purposes only and is limited to the gym floor space only and excludes the bathroom and changeroom areas.

(e) You must not bring any other person with you into Female Training Centre during unstaffed hours. You agree that your membership is personal to you and for your use only and that it is your responsibility to ensure that your access key tag is kept in a safe place at all times and is not used by any one other than you. Fines/membership termination may apply if you do not comply.

(f) In the event that your membership fees reject and you have outstanding payments on your account your access to the facilities will be prevented until these outstanding fees have been paid in full.

## 5.0 PERSONAL INFORMATION ABOUT YOU

5.1 You agree that we may handle your personal information in accordance with our Privacy Policy.

5.2 When you apply for membership, we will have access to personal information about you, such as information relating to your health. We will protect this information and only use, disclose, or deal with this information in accordance with our Privacy Policy. The latest version of the Privacy Policy will be available on our website.

## 5.3 Video monitoring

You acknowledge and agree that we may use video monitoring in our facilities for health, safety, and security reasons. If you have any queries in relation to the use of monitors operating in and around our facility, please contact us.

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## 5.4 Allowing us to use your image

(a) We sometimes film or photograph in our Group Fitness classes as well as the 24/7 Gym so it's possible you will appear in the background. By signing this agreement, you allow us to use your image in promotional and other business related material.

(b) Furthermore, by signing and agreeing to these terms, you authorise Female Training Centre to use any photographic, video, or any other recording of you where such images were recorded whilst you were participating in any of the facilities activities. We reserve the right to use these images or recordings for commercial purposes without compensation.

(c) Please make us aware if you do not wish to be included in filming prior to any activities commencing.

## 5.5 Please keep your contact details up to date

You promise to tell us promptly if you change your address, phone number, email, bank account, credit card information for payment or if there is a change to any other personal information relevant to your membership with us. This includes any matters that affect the health or safety of you or others.

## 6.0 MEMBERSHIP ACCESS TYPES

**6.1** The Membership Access Type is specified in your membership details. This clause 6 describes each Membership Access Type.

**6.2** 24/7 Access Only means a membership which allows for access to and use of facilities 24 hours a day for 7 days a week in our 24/7 Gym.

**6.3** Group Fitness Only means a membership which allows for access to and use of facilities for our Group Fitness classes according to the Class Timetable schedule.

**6.4** 24/7 Gym Access & Group Fitness means a membership which allows for access to and use of facilities in both the 24/7 Gym & Group Fitness studio.

**6.5** You agree to comply with our policies and rules applicable to your Membership Access Type.

## 7.0 MEMBERSHIP TERM

**7.1** The period of your membership is set out in your membership details.

## 7.2 Fixed Term Membership - Upfront

(a) A fixed term membership is a membership for a fixed period in accordance with this clause 7.2 (Fixed Term). If your membership is for an Upfront Fixed Term, you do not need to do anything, as it will automatically end when the Minimum Term expires. We will make every effort to remind you before your membership expires to discuss renewal options. However, it is ultimately your responsibility to manage your membership, and Female Training Centre will not be liable if your membership auto renews. You can access and use the rights and privileges of your Membership until the last day (End Date).

## 7.3 Ongoing Minimum Term Membership - Direct Debit 12/6/3 Month Contract

(a) An ongoing minimum term membership is a membership where there is a minimum term commitment. Your membership details will state your minimum term commitment end date. Ongoing memberships will auto renew after the minimum term end date.

(b) If your membership is direct debit, you are committed to the direct debit agreement for until the stated end date.

(c) If your ongoing membership continues after the end of the minimum term it may be cancelled by you or by us in accordance with these terms.

(d) Where a direct debit arrangement is in place, membership payments will continue to be debited until your membership is cancelled in accordance with these Terms.

(e) All direct debit memberships will automatically renew after the end date of your membership, unless you tell us in writing at any time before the expiry date that you do not wish to continue your membership.

(f) Once a new contract has commenced, one month's written notice will be required to cancel, and a \$150 cancellation fee will apply.

(g) Suspensions of membership for travel or medical can be granted subject to your specific membership terms.

## 7.4 Methods of Cancellation

(a) Please refer to clause Sections 13, 14,15 & 20 for methods and information relating to cancellation of our membership.

## 8.0 MEMBERSHIP PAYMENT METHODS

**8.1** Memberships can be paid for in full and upfront.

**8.2** Memberships can also be paid by fortnightly direct debit from either a bank account or a credit card of your choice.

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## 9.0 ADDITIONAL SERVICES

**9.1** There may be other services offered at Female Training Centre that do not form part of your membership but are available for you to purchase separately (additional services). These are not part of the services provided under your membership and you will be advised at the time if any additional terms apply to the additional services including applicable fees and charges.

**9.2** Additional services are not transferrable between members.

**9.3** All additional services must be used by the stated expiry date.

**9.4** Written notice for cancellation of additional services being paid for by direct debit is required.

**9.5** Additional fees may apply for other services and programs offered from time to time not covered under your membership terms.

## 10.0 PERSONAL TRAINING

**10.1** As part of your membership or additional services, you may purchase Personal Training sessions.

**10.2** Personal Training sessions are purchased from Female Training Centre and not from any individual personal trainer. In the absence of or the departure of a personal trainer, you agree that Female Training Centre is entitled to assign another personal trainer for your remaining sessions.

**10.3** All payments for Personal Training sessions are to be made in advance. This can be done at the time of booking your single session or you can purchase a pack of sessions in advance. Single sessions have an expiry of 30 days from purchase and PT Packs have an expiry of 60 days from purchase.

**10.4** It is the responsibility of the member to ensure that sessions are not accrued in excess of what can be used and used prior to the expiry date.

**10.5** All Personal Training packs and sessions are non refundable and must be used prior to the expiry date.

**10.6** If you miss a scheduled appointment without notifying us, that session will be counted as used given that your trainer had already allocated the time in their schedule for your appointment. If you need to cancel your session you should do so within 18 hours of that session start time by logging in to your Client Portal, going to Reserved Classes and clicking Cancel. You should receive a confirmation text of your cancellation. If you cancel your session less than 18 hours before its' start time, that session will be counted as used (except under special circumstances or in case of emergency, subject to management's discretion).

**10.7** We understand that sometimes you may need to reschedule an appointment. Provided you have notified your trainer within the cancellation policy time limit, you will be able to go back through the Personal Training Calendar to book another timeslot.

## 10.8 Group Training

**(a)** If a single member of the group cancels or misses an appointment and the other members continue to train, that group member will forfeit that session regardless of any prior notice given. If all group members wish to cancel then the 'Cancelling or missing an appointment' terms above will apply.

## 10.9 Trainer cancellation or missing an appointment

In the event of unexpected absence, your trainer will contact you as soon as possible. If your trainer is absent due to a case of an emergency you will be contacted by the Personal Trainer or management, to explain the situation and you can reschedule the session with no penalty to yourself or to us.

## 10.10 Trainer holidays and absences

If your trainer is planning any prolonged absences from work they will discuss alternative personal training arrangements with you and you are welcome to book sessions with any other trainer to finish off an outstanding PT Pack. Refunds will not be given for sessions outstanding in this situation as we will make every effort to allow the use of the pre-paid sessions with any of our skilled trainers.

## 10.11 Health concerns

You must inform your trainer of any relevant injury or illness and will obtain a medical clearance from your medical specialist prior to beginning (or restarting) training if there are any medical concerns.

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## 10.12 Medical freeze option

If you become ill or injured and have been advised by your doctor to temporarily discontinue training, you may freeze any remaining sessions for a period up to 3 months.

## 11.0 CHANGES TO YOUR MEMBERSHIP AGREEMENT, OUR SERVICES & FACILITIES

**11.1** You may request us to include certain components of additional services as an upgrade to your membership. If you make an upgrade request, we will agree the fees to apply to your upgraded membership.

**11.2** Subject to clause 11.3, if you wish to remove any component of your membership, you may request us to downgrade your membership by giving us written notice of your request and paying for all services used up until that date of the notice. Fourteen days written notice must be given.

**11.3** You cannot downgrade your membership if your membership has been paid in full and you are outside your cooling off period.

**11.4** You may incur a fee to downgrade a component of your membership which has been specified in your membership details.

**11.5** We may need to make changes to this agreement including our rules during your membership. However, we will always try to do this in a way that is fair. We will provide you with written notice of the proposed changes in advance and tell you the date that it will come into effect. This effective date will be at least 30 days from the date of our notification unless it is impractical for us to do so.

**11.6** If however, you are adversely affected by the change, you may cancel your membership without payment of a cancellation fee by telling us in writing before that date.

**11.7** Please note you cannot cancel under clause 11.5 where annual membership fee increases apply or if we are required to make a change without notice eg: alter terms and conditions in order to comply with a law or any direction of a competent authority.

**11.8** You acknowledge that we may in our sole discretion from time to time alter:

(a) Our opening hours, group fitness timetable, facilities (including relocation), items of equipment or any of the products and services we offer or supply.

(b) Our pricelist and your membership fees that apply after any fixed term or minimum term.

(c) Our policies and rules.

**11.8** We will prominently display the proposed changes where applicable at our facilities or will communicate the proposed changes in writing to our members at least 30 days before the change. Your membership will be amended with effect from the effective date.

**11.9** If we need to close temporarily for any reason, including but not limited to, renovation and/or building repairs and maintenance, we will place your membership on hold where the closure is greater than 10 days in duration.

## 12.0 MEMBERSHIP FREEZE

(a) You may temporarily suspend your membership for travel or medical reasons for all contracts if all amounts payable for your membership are paid up to date and you have paid the fee required to use this service.

(b) You will need to produce satisfactory supporting documentation when you apply for a suspension. You must provide 7 days notice for a suspension or as soon as possible after you become aware of the relevant circumstances.

(c) We are entitled to charge you the suspension fee for processing your application.

(d) In any 12 month period, we are not obliged to suspend your membership for more than three months in total when citing medical reasons.

(e) For all other types of suspension your maximum suspension times are detailed in your membership contract.

(f) While your membership is suspended, the term will be extended, and we will freeze any direct debit payments that fall within the suspension period.

(g) 'Memberships can be suspended for a minimum of 7 days per suspension. A total of 4 weeks (28 days) suspension may be granted per calendar year, depending on your membership conditions for all direct debit contracts. Freeze periods must be taken in full week blocks (partial weeks are not permitted).

(h) Please see Clause 13 in relation to ending your Membership.

## 13.0 CANCELLING YOUR MEMBERSHIP

**13.1** Subject to Clause 14, you may cancel your membership at any time using any of the methods of cancellation permitted by this Clause 13.2 by providing us with the relevant notice period as specified in your membership agreement.

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## 13.2 Methods of Cancellation

**(a)** You may cancel your membership in writing by email or by post addressed to us. Please retain a copy of your cancellation notice.

**(b)** For the avoidance of doubt, you cannot cancel your membership verbally.

**13.3** All services and membership fees must be paid in full in order for your membership to be finalised. These can be paid for in full or as part of your cancellation fees.

**13.4** If your membership is a fixed term or ongoing minimum term membership and you cancel your membership before the end date or the minimum term end date (as applicable), one month's written notice will be required to cancel, and a \$150 cancellation fee will apply.

**13.5** If you are cancelling for financial reasons, you should discuss with us an appropriate payment arrangement for all fees payable on cancellation, which can be implemented via a direct debit agreement.

## 14.0 BREACH OF THIS MEMBERSHIP AGREEMENT

**14.1** You may cancel your membership by written notice at no charge if we are in fundamental breach of this Membership agreement. Examples when you may cancel your membership for our fundamental breach are:

**(a)** When we have been unable to provide you with the facilities and services paid for, for a period of longer than 10 days without appropriate communication and we have not remedied that breach within a reasonable time or provided fair compensation.

**(b)** No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the joining fee, membership fees for the time you have been a member calculated on a pro rata basis and any outstanding fees for other services already supplied to you.

## 14.2 WHEN WE MAY TERMINATE YOUR MEMBERSHIP

**14.3** In addition to our other rights under this membership agreement, we may terminate your membership by written notice to you if you:

**(a)** Fail to act in accordance with any obligation under this membership agreement and, if the failure is capable of remedy, you do not remedy the failure within 14 days of giving you written notice requiring you to do so.

**(b)** Verbally or physically abuse other members or our staff.

**(c)** Behave in a way that we consider to be acting unreasonably, brings Female Training Centre into disrepute. This includes but is not limited to inappropriate use of websites/chat sites, conduct of illegal activities including theft and prohibited drug and alcohol use or materially breach the 24 Hours Access Rules.

**(d)** If we cancel this agreement under this paragraph you will be liable for the joining fee, membership fees for the time you were a member, and any other fees payable for further fitness services already supplied.

## 15.0 OTHER WAYS YOU CAN CANCEL YOUR MEMBERSHIP

### 15.1 Cancelling your membership due to permanent sickness or physical incapacity

**(a)** You can end your membership due to a permanent sickness or physical incapacity if you cannot exercise for a period of 12 months or longer.

**(b)** You must provide written notice of your request.

**(c)** You must produce supporting documentation to our reasonable satisfaction by a medical practitioner.

**(d)** If we are satisfied that you are entitled to cancel your membership due to permanent sickness or physical incapacity, we will cancel your membership with immediate effect and waive any notice period and cancellation fees.

**(e)** In that event, no refund will be given for your joining fee, membership fees paid for the time you have been a member or other services already provided to you.

**(f)** Your membership fees are required to be paid up to date prior to the cancellation being processed. The date of cancellation will be the date that we receive the documentation outlined above.

**(g)** In the event that your membership was prepaid no refund will be given.

### 15.2 If your membership is no longer convenient

**(a)** You can end your membership during the minimum term with immediate effect at any time in writing giving 30 days notice. We understand that circumstances change and so you do not need to give any reason. However, if you relocate or simply wish to cancel for any other reason prior to your expiry date you will be charged the \$100 cancellation fee.

**(b)** Please note we will consider any request to transfer your membership and may agree to the transfer at our reasonable choosing subject to satisfaction of reasonable eligibility conditions and your payment of the cancellation fee of \$100.

**(c)** If we agree to a transfer to someone who is not currently a member they will be required to pay our standard joining fee and access key tag fee where applicable.

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(d) In any case if your membership ends under this paragraph (c), you will be liable for the joining fee, membership fees for the time you were a member calculated on a pro-rata basis, any outstanding fees for other services already supplied to you and the cancellation fee.

## 16.0 TRANSFER OF MEMBERSHIP TO ANOTHER PERSON

(a) Subject to Clause 15.2 we will consider any request to transfer your membership to another person who is not a member of Female Training Centre subject to satisfaction of reasonable eligibility conditions and your payment of the \$100 cancellation fee.

(b) If we agree to a transfer to someone who is not currently a member they will be required to pay our standard joining fee and access key tag fee where applicable.

(c) If your membership has been paid in full, you can transfer your membership to another person with our approval. The monetary negotiation of the remaining term is between the outgoing and incoming member and Female Training Centre will not partake in any exchange of funds. The relevant standard joining fees and access key tag fee are to be paid and will cover the centres cost of induction for the incoming member.

(d) No transfer can occur until you have paid to us all outstanding fees for services provided or that are otherwise payable under this agreement.

(e) We receive payment of the cancellation fee.

(f) The transferee has completed and signed such membership and related documentation that is required of new members.

## 17.0 MEMBERSHIP RENEWAL

### 17.1 Applicable to fixed term memberships only

(a) You may elect to renew your fixed term membership by giving us written notice.

(b) The price of your membership (or any other membership you renew) may have changed during your Fixed Term. Therefore our current pricing will be applicable at the time of renewal.

## 18.0 REACTIVATION OF MEMBERSHIP

(a) If after a period of 12 months with no membership at Female Training Centre you elect to recommence a membership you will be subject to the relevant start up fees such as Joining Fee, Induction Fee and replacement 24/7 Access Key tag if required.

(b) If you do have your previous 24/7 Access Key tag this will automatically reactivate as soon as a membership reactivation has been made and all relevant fees have been paid.

## 19.0 Fees you have to pay for your membership

(a) The fees you must pay are specified in the membership details.

(b) This Clause sets out some further rights and obligations that apply in relation to particular fees.

(c) If you fail to make any payment when due, we can suspend your membership and refuse you access to the facilities and services until all outstanding amounts have been paid in addition to our other rights under these Terms.

(d) Fees and charges continue to accrue during the suspension.

## 19.1 Joining & Studio Induction Fee

We may charge you a joining fee to cover the set-up costs for a new membership as well as studio induction. This fee is not refundable except in limited circumstances relating to clause 14.1 and clause 14.2.

## 19.2 Membership Fees

(a) If your membership is for a Fixed Term, you can pay your membership fees upfront.

(b) Upfront Payments are non refundable after the Cooling Off Period expires.

(c) If your membership is Ongoing, membership fees must be paid periodically in advance until your membership ends with direct debit.

## 19.3 Membership Fees specifically paid via Direct Debit

(a) By nominating to pay via direct debit you authorise us to deduct payment from your nominated bank account or credit/debit card.

(b) The Direct Debit Provider may be us (if we are authorised) or a third party provider who is not a party to this agreement and whose only role is to provide direct debit services.

(c) We will provide you with a copy of the terms and conditions that apply to the direct debit services. Those terms and conditions are entirely separate to this agreement, and you may have rights and obligations under those terms and conditions. As such, the Direct Debit Provider acting in its capacity as such has no liability to you in connection with your involvement in exercise activities under this agreement.

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**(d)** You acknowledge and agree that you have read the Direct Debit Request Service Agreement and agree with the terms and conditions.

**(e)** Membership fees are paid in advance for services.

**(f)** You will continue to be debited as per this membership agreement regardless of whether you are using our facilities or services at any given time.

**(g)** It is your responsibility to ensure that your banking details are correct and current. In the event that your account details change you are required to provide written notice 14 days prior to your next scheduled debit.

**(h)** Where unsuccessful debits occur due to us not having received updated details within a sufficient timeframe, you will incur a rejection fee as per your membership details.

**(i)** If your payment is unsuccessful for any reason, we will attempt to contact you and send communication to you.

**(j)** If we cannot recover the unsuccessful payment plus the rejection fee we will automatically add the amount to your next scheduled debit.

**(k)** Should your membership be cancelled by us because of unsuccessful payments, and you wish to rejoin Female Training Centre, you must pay all outstanding fees in full. You may be required to pay a joining & studio induction fee to recommence.

**(l)** Receipts for direct debit payments made will be provided on request for periods of 6 or twelve months only.

## 20.0 CANCELLATION FEE

A \$150 cancellation fee applies to all membership cancellations. Once the minimum term has been completed and a new contract has commenced, one month's written notice is required to cancel, and the \$150 fee will still apply.

For upfront memberships, there is no specified cancellation fee, as these memberships are non-refundable after the 48-hour cooling-off period.

## 21.0 FEE INCREASES

**(a)** Your contract when outside the minimum term is subject to annual membership fee increases.

**(b)** We will make a fair effort to tell you at least 30 days before by writing to you at the last address you gave us (which may be an email address). Where we have done so, you authorise us to increase any debits from your nominated account in line with this increase.

## 22.0 REFUNDS AND THE CREDIT CODE

We are entitled to deduct all fees and charges that you must pay under this agreement from any refund we give you. The National Credit Code does not apply to this agreement.

## 23.0 COOLING OFF

**23.1** You may cancel your membership during the cooling off period without cause or reason.

**23.2** Your cooling off period is 48 hours from the time of sign up and outlined in your membership details.

**23.3** You must provide written notice of the cancellation of your membership within the cooling off period.

**23.4** We will charge the joining fee, administration fee and fair amounts for fitness services we have already provided but will otherwise refund you any other amounts you have paid to us within 7 days of your request being granted.

**23.5** If you wish to end your membership after this 48 hour cooling off period, different terms apply as set out in the Clause 15.1 & 15.2. In the circumstance where you have paid upfront for your membership, please note that there are no refunds after this Cooling off period expires.

## 26.0 MEMBER CONCERNS OR COMPLAINTS

**26.1** If you wish to raise any concerns or complaints regarding our services or facilities, you should first address it with the Female Training Centre Manager. We will acknowledge receipt of your concern within 7 days.

**26.2** If you have a complaint and it cannot be resolved by us, you have the right to have the complaint referred to the Fair Trading Commission in South Australia.

**26.3** If you have a complaint regarding the National Fitness Industry Code of Practice please contact Fitness Australia <https://fitness.org.au>

## 27.0 RISK & LIABILITY

**27.1** You acknowledge and understand that participation in activities within your membership require varying degrees of physical exertion and/or physical risk which may cause death or personal injury.

## 28.0 OUR LIABILITY TO YOU

(a) Statutory guarantees ACL: The Australian Consumer Law (ACL) contained in the Competition and Consumer Act 2010 (Cth) (CCA) provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to you: are rendered with due care and skill, are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier and are supplied within a reasonable time (when no time is set). Permitted exclusion:

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However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); any statutory guarantee. In the previous sentence, "injury" means: or acceleration of a disease; or the contraction, aggravation the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community. Reckless conduct: This exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA).

## 29.0 STATE BASED NOTICES

Please refer to the ACL Exclusion Notice which contains complementary information about the statutory guarantees and the limitations that we are allowed to place on them. These are without prejudice to the limitations contained in this clause.

## 30.0 GENERAL EXCLUSIONS

**30.1** Please note that nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified.

**30.2** Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the preceding paragraph, we are not liable for: negligence; or breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in paragraph (a) above) in connection with or under this agreement, but to avoid doubt we do not exclude liability for our reckless conduct.

**30.3** We take no responsibility for the loss of or damage to your personal belongings.

**30.4** You agree to pay for any damage to the facilities of Female Training Centre caused by you through a wilful act of negligence.

## 31.0 ASSIGNMENT OF RIGHTS

**31.1** We can transfer the rights or benefit under this agreement or sub-contract our obligations under this agreement to a third party at any time without notice to you but in doing so we will make sure that the transferee agrees to honour the terms of this membership agreement.

## 32.0 OUR LOGO & INTELLECTUAL PROPERTY

No rights in relation to our logo, trademarks or any other intellectual property rights associated with our business, techniques, exercise programs or classes are granted to you under this agreement, except that any exercise program created for you may be used while you are a member for the purpose of your exercise activities.

## 33.0 FORCE MAJEURE

We are not liable if you cannot use your membership due to anything beyond our reasonable control. If that failure or delay continues for more than 30 days, then either you or we can cancel this agreement with immediate effect by telling the other in writing. We are entitled to make part or all of the facilities unavailable for up to two weeks during each calendar year to undertake maintenance, repairs or improvements, in which case we will extend your membership by the time you are unable to use the facilities.