

Femme Fitness Hub 12-Week Membership

TERMS AND CONDITIONS

1. TRAINING AGREEMENT:

Welcome to Femme Fitness Hub. Before signing this agreement please take the time to read the following terms and conditions of your membership. We advise you to only sign this membership agreement if you understand and agree with all terms and conditions below.

THIS AGREEMENT- JOINING FEMME FITNESS HUB BOOTCAMP REQUIRES A FULL 12-WEEK MEMBERSHIP COMMITMENT UNLESS YOU CANCEL WITHIN THE COOLING OFF PERIOD.

2. CANCELLATION/TERMINATION:

- a) **Cooling off period:** You the client have 48hrs to cancel after initial sign up due to change of mind.
- a. During cooling off period: In accordance with the terms and conditions your membership is subject to a cooling off period and may be terminated under the following conditions:
- i. Femme Fitness Hub requires a written request to terminate your membership within the time frame specified as the cooling off period. The cooling off period begins from the date you signed your membership agreement.
 - ii. Femme Fitness Hub must receive a payment of \$25.00 to cover administration costs.

b) **Outside the cooling off period:**

- a. You as a client will be able to cancel/terminate your account without being charged a fee for the following reasons:
- i. **Pregnancy** - if you fall pregnant during a 12-Week program, Congratulations. If you are advised by your medical professional not to continue with your training, you can either put your remaining classes on hold until you are able to return to training or cancel the rest of your scheduled payments.
- b. Termination for any other reason:
- i. Femme Fitness Hub requires members to attend the Hub in person and fill out a cancellation form. Please see Section 6 (d) for details regarding the formal process for cancellations.
 - ii. If there is a medical reason preventing you from continuing Bootcamp classes you must provide a valid medical certificate explaining this as well as following Section 6 (d)
 - iii. If you are moving 30km or further from Femme Fitness Hub, 1/257 Colchester Road, Kilsyth South, 3137 you must provide proof of address change. See Section 6 (e) for approved documents.
 - iv. Femme Fitness Hub requires you to pay out your remaining balance on your 12-week program. This can be done in one full payment or continue to have your payments deducted from your account until the end of your contract.
 - v. To ensure ease of transition for return clients of the Femme Fitness Hub your Contract will be assigned to auto renew at the end of the 12 weeks. This is to ensure your place in the next challenge and to avoid disappointment. Therefore if you wish to cancel your membership at the end of the 12-week program you will need to come into the Femme Fitness Hub and complete a cancellation form between weeks 10 and 12 of your 12-week program. Please see Section 6 (d) for details regarding the formal process for cancellations.
 - vi. If you want to cancel your membership after it auto renews you will need to do so in weeks 10-12. However if you fail to cancel within this two-week period you will be required you to pay out the remaining weeks of your contract. Please see Section 6 (d) for details regarding the formal process for cancellations. (Please note this changes if you pay monthly)
 - vii. If you pay in full there will be no refund on your account.

3. SUSPENSIONS/MISSED CLASSES:

- b. **Suspensions**
- i. 12-week memberships can be suspended for a maximum of 2 Weeks Per 12 Week Contract. A suspension form is required to be filled out for suspension. Please see Section 6 (d) for details regarding the formal process for cancellations and suspensions.
- c. **Periods of non-attendance**
- i. If you find after commencing the program that due to unforeseen circumstances, you will not be able to continue please apply to Femme Fitness Hub to put your training on hold. Your declared circumstances will be considered and, where feasible and at the discretion of Femme Fitness Hub, a hold period will be recorded against your membership and training program. Periods of non-attendance are not a mechanism for cancellation. Please see section 6 (d) for details regarding the formal mechanism for cancellation and suspension.

4. CHANGES TO MEMBERSHIP:

- a. Memberships can ONLY be upgraded within the 12-week period. Down grades in memberships will only be accepted at the end of a 12-week membership, ready for the beginning of the next 12-week program. Signing up to a 12-week membership commits you to the cost of that particular program for the 12-week period.

- b. Any changes to memberships require a form to be completed. This form can be found at Femme Fitness Hub Reception. Memberships will not be altered in any way unless this form is completed.

5. REFUNDS:

- a. A refund will only be given due to staff error. A refund will not be given if you have not filled out the required forms in person at the Femme Fitness Hub. Please see Section 2 (Cancellation/ Termination).
- b. Money back guarantee refund we will only be given if:
 - i. You the client has turned up to a minimum of 4 sessions per week for the entire 12 weeks of the program.
 - ii. You the client have completed and handed in your food diary weekly to a trainer a minimum of twice in the 12 Week period, to have your nutrition monitored.
 - iii. You the client have completed all assessments in the program.

6. RESPONSIBILITIES:

- a. Femme Fitness Hub takes no responsibility for the loss of or damage to your personal belongings.
- b. As a 12 week Bootcamp member it is your responsibility to sign in online via PT Minder to your classes, you will be unable to participate in the class if it is full and you haven't signed in prior.
- c. If a suspension or cancellation is granted, it is up to you to fill out the appropriate forms in person at the Femme Fitness Hub premises. Requests for cancellation or suspension via email or social media do not facilitate the cancellation or suspension process. No refunds will be given if a form has not been filled out and submitted in person.
- d. If a cancellation is granted due to moving 30km or further from the location of Femme Fitness Hub, you must provide a copy of the lease agreement or your valid drivers license change of address

7. HEALTH AND SAFETY:

- a. At all times during your attendance at Femme Fitness Hub you must take care to ensure your own personal safety and that of those around you. Your fitness instructor will only ask of you activities that are considered within your capabilities.
- b. In the event of an emergency arising whilst you are on the premises you are required to follow the instruction of the staff of Femme Fitness Hub and leave the building if so required. In the event of a building evacuation you must not stop to gather personal possessions.
- c. The Femme Fitness Hub has chosen to be child friendly and allowed clients to bring their children to sessions. Children who attend are the sole responsibility of the client and in understanding this, will take any and all measures to ensure the child is not in danger of injury or death. Failure to take responsibility for children in your care could result in Femme Fitness Staff asking clients in question to leave the premises, and in extreme cases having their membership cancelled without refund.

Our liability to you and your Release of liability

Statutory Guarantee

Under the provisions of the Australian Competition and Consumer Commission ("ACCC")

(A) We guarantee that the service we supply are,

(i) provided with due care and skill;

(ii) are reasonably fit for any purpose you have told us you are using the service for or told us you wish to achieve; and/or

(iii) are supplied in a reasonable time;

(iv) Under certain legislative provision, however, we can ask you to accept some limitations to the ACCC guarantees

(v) If you sign this Agreement, you agree, to the extent allowed by section 139A of the ACCC, to exclude or modify our liability to your or death or injury from your failure to comply with ACCC guarantees

(vi) This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the ACCC).

(vii) The ACCC exclusion Notice: In Victoria, "Warning under the ACCC and Fair -Trading Act 2012" applies if attached to this Agreement and signed by you.

Your acknowledgements and representations to us

You acknowledge that there are inherent risks of personal injury invoked in participating in any exercise programme.

You acknowledge that the facility is unmanned outside of the staff hours as advertised.

You certify that you are in good physical condition and capable of undertaking an exercise program and you assume all such risks associated with physical strain and exertion.

Your liability to us

Nothing in this agreement excludes, restrict or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to (A) i to (A) vii inclusive,

we are not liable for death or injury caused by your negligence or breach of implied terms that service will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.
You promise not to unnecessarily bring valuables into our premises and agree that it is not our obligation to look after unattended property.
You agree to pay for any loss and damage to our premises or the Facilities and Service caused by your guests through a wilful, wrongful or negligent act as a result of your, or there, breach of this Agreement.

8. PHOTO/VIDEO RELEASE:

- a. By signing this Agreement you are giving permission to have photos and/or video recordings taken which will be used for publicity purposes during Femme Fitness Hub programs. There is no compensation of any kind for your appearance in such photos or video recordings

9. DIRECT DEBIT PAYMENTS:

- a. I agree to purchase the 12-week program with Femme Fitness Hub as a direct debit charge to my credit card, or automatic debit to my checking account for a contract period of 3 months.
- b. Financial transactions will be conducted via Ezidebit by means of a separate agreement
- c. I understand that I will be notified if my credit card or checking account payment fails to authorize for any reason. I understand this will result in a \$10 late fee if I do not provide a valid credit card or cheque/savings account within 10 calendar days of the original rejection date.
- d. I understand that my membership will be deactivated if my account becomes more than 30 calendar days overdue and debt collectors will be contacted.
- e. Please note requirements as outlined in Section 2 a) and b).

I _____ agree with the above terms and conditions.

Signature: _____ Date: _____