

## F45 Membership - Foundation

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THIS IS A MONTH-TO-MONTH MEMBERSHIP THAT AUTO RENEWS

### 1. Waiver Form

You agree to sign a waiver form with F45

### 2. Cooling off period

You can cancel your membership with us up to 14 days from the date you commenced training (for the avoidance of doubt the 14 day period commences from the day you complete your first session with F45). This is only applicable to new membership agreements. If you cancel within the 14 day cooling off period, F45 will refund your money less any set-up fee or the value of any promotional item such as a heart rate monitor F45 have given you upon joining with us.

### 3. Minimum age

The minimum age for training with us is 16. People under the age of 18 are required to provide a certificate from a parent or legal guardian confirming approval to train with F45.

### 4. Your Health

You warrant that you are in good physical condition and you know of no medical or other reason why you cannot or should not do active or passive exercise.

You recognise that the fitness instructor(s) is not able to provide me with medical advice with regard to my fitness, and that this information is used as a guideline to the limitations of my ability to exercise.

I agree to not hold any certified trainer or directors of F45 liable for any injury that may occur during an F45 session.

### 5. Paying for memberships

Membership fees are paid in advance, fortnightly, by direct debit from a bank account or credit card.

### 6. Meeting Your Responsibilities

You must make sure:

your account can accept direct debits

there is enough money in your account on the payment day

you tell us if you are transferring or closing your account at least 72 hours before the next direct debit

you tell us about any changes to your credit card, such as its expiry date or number, at least 72 hours before your next debit

### 7. What happens if your payment is declined or fails for any reason?

If you do not fully pay your fees on the due date, F45 will suspend access to F45 until any outstanding balance has been paid and you have given us your updated account details if they are required. F45 will continue to debit your nominated account without notice, until F45 have received the total amount you owe F45.

F45 will make a reasonable effort to advise you on the status of the failed payments by letting you know beforehand by:

- phoning you

- writing to the email address you provided

For membership/s in your name, you must make sure that the payment method you choose remain valid for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term of payments.

### 8. Can F45 change your agreement?

F45 may sometimes add to, change or remove our terms and conditions. This includes changing a the opening and closing hours, the F45 services and facilities and membership fees. Sometimes, F45 may also close for refurbishment to improve the facilities. If this substantially reduces our ability to provide our service to you, F45 will reduce your membership fees accordingly on a pro-rata basis. The most up-to-date terms and conditions always apply. F45 will give you at least 28 days' notice of any changes. If F45 do not fulfil our obligations to you, you may be able to cancel your membership. Unless the law states otherwise, you won't have any other claim against us if this happens.

### 9. Can F45 increase your fees?

F45 reserve the right to increase your fees only at any time after your agreement has ended. F45 will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). F45 will consider that you have received our letter or email on the second business day after it is sent.

Where F45 have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

### 10. Suspensions and Cancellations

F45 understand that from time to time you may not be able to train due to holidays, rest periods, becoming sick or injured or wish to cancel your membership altogether. The following rules apply to

suspensions and cancellations:

*Suspensions*

Memberships can be suspended at any time.

Two week minimum suspension

Six week maximum suspension each year

A one-off admin fee of \$20 for each suspension

Suspensions cannot be backdated

Pro-rata suspensions are not allowed (i.e. outside of the normal fortnightly billing cycle)

*Cancellations*

Standard or Corporate Memberships:

Cancel anytime

Minimum 4 weeks' notice

\$0 cancellation fee

Contract Membership

Cancellation fee: 50% of remainder contract value

An exit fee does NOT apply under the following circumstances:

Sickness/Injury resulting in not being able to train for remainder of contract (must provide Doctors certificate)

11. Use of your image

You agree to allow F45 Training to take a video or photo to use for promotion purposes from time to time.