

PRODUCT DISCLOSURE STATEMENT FOR FERNWOOD WOMEN'S HEALTH CLUBS MEMBERSHIPS

TERMS AND CONDITIONS RELATING TO ALL FERNWOOD MEMBERSHIPS

1. To join your home club, you must complete all details for the membership agreement, sign it and retain a copy of it for your records.
2. Your membership is an arrangement between you and the operator of the Home Club as specified in your membership agreement.
3. Once you have signed a copy of the membership agreement you have agreed to a binding contract.
4. If upon reading the full details of this product disclosure statement, you no longer wish to be a party to the contract, you may utilise the cooling off policy outlined in the clause of the same name.
5. Members under 18 years of age cannot enter into a direct debit arrangement or a membership agreement without the full consent and guarantee of a responsible adult. This means that the adult consenting to the membership arrangement takes full financial responsibility for the contract regardless of whether they are paying for the fortnightly debits or not.
 - a. For the purpose of 24 Hour and After Hours Access membership options, persons under the age of 18 must not attend the facilities without another financial member who has the relevant access privileges of the club, and who is 18 years or older.
6. All Fernwood clubs retain the right to use your prior membership information when joining another club within the network.
7. This exchange of information includes instances where outstanding fees have been involved and/or non compliance of the Club Etiquette policy has been present.
8. All outstanding monies must be paid in full to the relevant club before another Fernwood membership can be entered into.
9. Fernwood may refuse agreement of membership based on past behavioural issues.
10. Fernwood may seek alternative member information from another club in order to make reasonable contact with you.
11. It is important that you ensure you notify your home club 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 you participating in activities under your membership.
- g. Dress
 - i. Members are asked to dress appropriately for their workouts and wear suitable training shoes at all times while in the club.
- h. Facilities and Equipment
 - i. Members must immediately replace all weights and equipment upon completion of exercise. Members must not leave equipment on the floor. This is a safety issue and will be strictly enforced.
 - ii. Members must immediately report any breakage or damage to equipment to the Club Manager, Member Motivator or other staff member.
 - iii. Members are asked to treat the equipment and facilities with care.
- i. Lost Property
 - i. Lost property will be kept for two weeks, after which, if unclaimed, will be donated to charity.
- j. Time Limits
 - i. Members must adhere to time limits on equipment where applicable. Members are asked to consider others and not sit on equipment during rest periods.
- k. Group Fitness and Functional Fit
 - i. Members attending group fitness classes must obtain a Class Pass from the front desk for presentation to the Instructor prior to the class commencing.
 - ii. 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 equipment.
 - iii. Members must complete both the warm up and cool down phases of group exercise 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.
 - iv. We encourage you to consult the Group Fitness Instructor, Member Motivator or your Personal Trainer for guidance on Group Fitness class selection and attendance.
 - v. Members may need to book in for certain classes. Please refer to the Fitness Timetable for more information.

Club Etiquette

12. In signing your membership agreement you agree to read and abide by the rules contained in the Fernwood Club Etiquette policy which can be found in your Foxy Facts Member Guide.
 - a. Members Only
 - i. Use of Fernwood Women's Health Club facilities is strictly for members only when the club is unstaffed.
 - ii. During staffed club hours, there may be instances where casual entry is allowed for a fee, whereby individual's identity details and contact information are captured for our records.
 - iii. A penalty fee will be charged if you allow access to non-Fernwood members, as specified in your price list.
 - b. Membership Cards
 - i. Members will not be allowed to use the Club facilities unless they show their membership cards.
 - ii. A fee, as specified in your pricelist will be charged for the issue of a replacement card.
 - c. Access Cards & the Activation Kit
 - i. Your club may refer to the Activation Kit as the Angel Pack.
 - ii. Those members who have 24 Hour and After Hours Access privileges, must have valid access cards.
 - iii. The Activation Kit is included in all new memberships and consists of all the things you need to get your membership started, including an access card, New Member Starter Pack, and the 28 Day Breakthru online program. A fee, as specified in your price list, will be charged for the issue of the Activation Kit.
 - iv. A fee, as specified in your price list, will be charged for the replacement of access cards.
 - v. The access card 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 the cancellation fee plus the penalty fee as specified in your price list. This fee will be deducted immediately from your nominated account.
 - vi. The cost of the Activation Kit and access cards is non-refundable, non-transferable to another member during or after the membership period and will be cancelled immediately upon cancellation of your membership.
 - d. Your Health - Injuries or Risk of Harm
 - i. Members must conduct themselves in a manner which will not cause harm or discomfort to themselves or other members.
 - ii. Members must advise their Group Fitness Instructor, Personal Trainer or Member Motivator if they are injured or there is any change to their health that may impact their ability to continue their exercise program or use club facilities.
 - e. Bring a Towel
 - i. Members must bring a towel to the club to use the facilities. Please use the towel to wipe down the equipment after use.
 - ii. If you forget your towel, you may hire one from your home club and place it in the linen basket provided, after use. If you inadvertently take the towel home, we reserve the right to charge an appropriate replacement fee.
 - f. Appropriate Behaviour
 - i. Members and staff must conduct themselves with appropriate decorum in the club and treat others with respect at all times. Foul language and inappropriate behaviour will not be tolerated.
 - ii. Members are asked to respect the privacy of other members and refrain from using the camera/video camera on their mobile phone or any other recording device whilst at the club.
13. Subject to clause 96 your home club operator has the right to cancel your membership with no further charge to you should you in their opinion breach the Club Etiquette policy.

Membership Terms

Fixed Term Membership

14. A fixed term membership is a membership for any fixed term and has an 'End Date'. It is not an ongoing membership.

Ongoing Minimum Term Membership

15. An ongoing membership is a membership where there is a minimum term commitment. Ongoing memberships will continue after the minimum term end date until cancelled by you or your home club in accordance with the cancellation policy which is outlined in this document. Where a direct debit arrangement is in place, membership payments will continue to be debited until the membership is cancelled.

Flexible Membership

16. A flexible membership has a minimum term commitment of only 2 weeks. Flexible memberships will continue until cancelled by you or your home club in accordance with the cancellation policy which is outlined in this document. Where a direct debit arrangement is in place, membership payments will continue to be debited until the membership is cancelled. You can cancel this membership type at any time past the initial 2 weeks and your next payment will be your last.

Membership Access Types

17. "Standard" means a membership which allows for use of the facilities during staffed operating hours only.
18. "24 Hours" allows for access to the club 24 hours a day for 7 days a week and is available at certain clubs only.
19. "After Hours Access" means access to the facilities outside of the staffed operating hours only and is available at certain clubs only.
20. Off Peak is only available at certain clubs and allows for usage only at times specified by your home club.
21. Staffed hours are displayed at both the entrance to the club and also on the Fernwood website.
22. Fernwood reserves the right to make amendments to staffed hours from time to time and will provide sufficient notice of any changes made.

Membership Payment Methods

23. Memberships can be paid for in full and upfront. If paying in full for the membership, it should not be paying the total off in instalments.
24. Memberships can also be paid by fortnightly direct debit from either a bank account or a credit card.

Upgrading your Membership

25. For the purposes of this agreement but not limited to, it is noted that additional products and services such as Personal Training, Food Coaching and weight loss programs, Endermologie, Hypoxi, Cell-IQ, club challenges and any other services not forming part of your base membership (from here on known as extra's or components) offered, are additional to your base membership. With the exception of Endermologie, Hypoxi and Cell-IQ treatments, you must have a current membership to participate in any of these activities.
26. Components purchased in addition to your base membership represent an upgrade of your membership that increases your fortnightly direct debit or current membership price by the component price set by your home club.
27. Additional components purchased in this way form part of your membership fees and are subject to your current membership's contractual obligations.
28. Removal of additional components purchased in this way may attract a downgrade or penalty fee, as per your club's price list. You must provide written notice of your request to downgrade. Refer to clauses relating to downgrading.

Conditions for Components

29. Subject to clause 64, unused portions of additional components will expire should you cease to be a member of Fernwood by cancelling your membership. These extras are neither refundable nor transferable to another current member at your home club or a current member of any other club within the network on cancelling; only where Fernwood is not in breach of any statutory warranty.
30. Unless otherwise stated in your membership agreement, any booked sessions or consultations that you cancel under 12 hours notice, or do not show up for, will be forfeited.
31. Notification of cancellation of any booked sessions must be made direct to the club so as a record can be kept. Notification direct to trainers may not be taken into account and might not be considered.
32. If you are more than 15 minutes late to a session, you are considered to forfeit that session.
33. If you cancel due to incapacitation, a refund of paid for and unused sessions will be made.

Personal Training

34. If your booked trainer is unavailable another trainer will be assigned to your session.
35. If a trainer is unavailable for your session – it will be re-booked for another time.
36. Personal Training sessions are purchased from Fernwood not from any individual Personal Trainer. In the absence of or the departure of a Personal Trainer your Fernwood club will service your remaining sessions with another trainer.
37. If transferring your direct debit membership to another Fernwood club within the network, full payment of any outstanding Personal Training sessions must be paid in full to the club you are departing from, prior to the transfer being accepted at the new club.

Food Coaching

38. Fernwood is a member of the Weight Management Council of Australia.
39. If you wish to participate in our Food Coaching program, you are required to inform Fernwood if you have any one or more of the following automatic exclusion conditions: Pregnancy, celiac disease, adolescent diabetes, take medications that contain mono-amine oxidase inhibitors, lithium or anticoagulants, you have an eating disorder, you are a minor who is overweight or obese, have history of an eating disorder, a body mass index below 20 (weight in kg divided by height in metres squared) cancer, epilepsy, gall or bladder stones, high blood pressure or high blood cholesterol, liver or kidney disease, have had major surgery in the last 3 months, you are breastfeeding, gout, gastrointestinal disease, medications eg: steroids or anti-depressants, thyroid disease, chest pain or undiagnosed or severe shortness of breath, angina, cardiac arrhythmia, heart disease/heart attack/coronary bypass surgery, depressive illness, any special medically prescribed diet for health problems, any physical limitations with respect to exercising, or any other significant illnesses or medical conditions.
40. If any of the conditions listed in clause 39 above are applicable to you, you are required to have your Medical Practitioner complete a clearance for you before partaking in this Food Coaching program.

Endermologie/Hypoxi/Cell-IQ and other services

41. Treatments are neither refundable nor transferable, except where Fernwood is in breach of any statutory warranty. Any booked treatments where you cancel under 24 hours notice will be forfeited.
42. Written notice for cancellation of these treatments is required where they are being paid for via direct debit.

24 Hour and After Hours Access Specific Conditions

43. You agree to a membership which allows usage outside of the usual operating staffed hours.
44. As a member using the facilities you acknowledge that you enter and use the facilities at your own risk.
45. If you feel there is a risk to your property, health and/or safety or you have any other concerns regarding usage of the facilities during unstaffed hours, then you must report this to management of the club immediately.
46. You understand that the club is under 24 hours video surveillance for security purposes only and is limited to the gym floor space only and excludes the bathroom, change room and client treatment rooms.
47. You agree that the membership is for your use only and that it is your responsibility to ensure that your access card is kept in a safe place at all times. It must not be used by anyone other than you, with or without your knowledge.
48. You also understand that you must not bring anybody with you into the club during non staffed hours.
49. Failure to comply with the above will result in the immediate cancellation of your membership, and fees will apply.
50. If your membership does not include access to the club during staffed hours your privileges will be different to those of other Fernwood members.
 - a. No access to classes at any time
 - b. You will need to adjust your membership type prior to transferring to another club
 - c. You are unable to downgrade your membership, only cancel it.
 - d. You are not able to attend other Fernwood clubs using Reciprocal Club Vouchers

51. Those with 24 Hour access privileges can only attend other Fernwood clubs using Reciprocal Club Vouchers, within staffed operating hours of the club they wish to visit.

Deferral

52. You may defer your membership for a minimum of 2 weeks and up to a total of what is noted on your membership agreement provided your period of deferral is in two week increments; for any reason (including personal, holidays, medical, injury and illness).
53. Advance written notice must be provided by you in order for your membership to be deferred.
54. You will be charged a deferral fee during your period of deferral as specified in your Membership Agreement.
55. Your membership term end date or minimum term date will be extended by the period of your deferral.
56. In the event you wish to cancel your membership whilst on deferral, your current deferral will cease from the next debit performed and the standard direct debit amount plus any payments for "extras" purchased, will apply along with the applicable cancellation fees.

Downgrading your Membership

57. There may be a fee to downgrade a component/s of your membership, which is specified in your home club's pricelist.
58. In order to downgrade your membership you must provide advance written notice and you must arrange payment for all services used and not paid for up until that point.
59. If the applicable fee is not paid in full at the time of the request, the amount owing will be paid off via direct debit; but this arrangement should not exceed the minimum term or end date commitment of your membership.
60. In the event you wish to cancel your membership whilst paying off your downgrade fee, the downgrade fee is still required to be paid out in full, along with the applicable cancellation fees.
61. Refer to 24 Hour and After Hours Access Specific Conditions for the downgrade of an After Hours Access membership.

Transfer of membership to another person

62. You are entitled to transfer your membership to another non Fernwood member and this person must be sourced by you. Non Fernwood member also includes those members who cancel their existing membership in order to take up the one which is being transferred.
63. No transfer can occur until such time that payment for all services have been brought up to date.
64. Fully paid for but unused portions of extras will be transferred with the membership to the new incoming member at your home club. These extras can only be used by the incoming member. Any booked sessions or consultations that you had previously cancelled under 12 hours notice or not attended will have been forfeited and will not be available to transfer.
65. A transfer fee is applicable as per the home clubs current price list. Payment of the fee needs to be arranged and agreed by the two parties involved and is payable to Fernwood at the time of the transfer.
66. This transfer fee covers the administration of the change in membership and also the induction for the incoming member at the club.
67. The transfer will only be accepted and processed once the incoming member has signed all required membership and health documentation and the applicable fee has been paid at the club.
68. If the membership is one that has been paid in full – the membership can only be transferred within the same club.
69. Memberships that were purchased at the time of the clubs original pre-sale (prior to the club being operational) and the immediate 6 six week period after the official opening date of the club – can be transferred – but the price will not remain at the Foundation price. The current rate that applies to the membership and any associated extras will be applicable.
70. Memberships that have been discounted can be transferred but pricing will not remain at the discounted price. The current rate that applies to the membership and any associated extras will be applicable.
71. Should a situation arise where a membership is transferred to another person and to another club at the same time – the applicable fee – as per the home clubs current price list – will apply and be payable to the club that the membership is being transferred to. Refer to the clauses specifically relating to the Interclub Transfers.

Interclub Transfer of Memberships

72. You may transfer your membership to another Fernwood club if your membership has not been paid in full and if all services used at the original club have been paid for and membership fees are up to date.
73. There may be restrictions associated with the transfer of a membership which includes certain Membership Access Types. You may need to adjust your membership prior to transferring.
74. You must agree to pay the membership price that the new club charges, complete all necessary membership documentation and abide by the new clubs terms and conditions.
75. Pricing for extra's purchased between clubs may also vary. You will also be required to pay the price that the new club charges for any additional purchases. In addition to this but not limited to, a 24 Hours or After Hours Access card that is required will need to be purchased from the new home club.
76. Fully paid for but unused portions of extras will be transferred with the membership to the new club. These extras are non refundable unless Fernwood are in breach of any statutory warranty. Any booked sessions or consultations that you had previously cancelled with less than 12 hours notice or not attended will have been forfeited and will not be available to transfer.
77. Foundation or discounted memberships – can be transferred – but the price will be reflective of the new clubs current pricing. The current rate that applies to any associated extras will also be applicable.

Renewal (applicable to Fixed Term Memberships only)

78. You may elect to renew your fixed term membership at the end of it, or no more than six weeks prior to the end of your fixed term.
79. The price of your membership (or any other membership you renew on) may have changed during your fixed term; therefore the clubs current pricing will be applicable at the time of renewal.
80. Foundation memberships where concurrent renewals are evident will see the existing price honoured.

Reactivation of Membership (applicable to 12 Month Memberships only)

81. When you have been a past member of a Fernwood club, if you re-join whereby your most recent commitment was for at least 12 months, you only have to pay a reactivation fee.
82. Reactivation must occur within 3 months of the prior memberships end date.
83. The new membership term must be for a commitment of no less than 12 months.

Reciprocal Club Vouchers

84. You are entitled to 24 Reciprocal Club Vouchers over any 12 month period, which provide you with access to other clubs within the Fernwood network.
85. Refer to the 24 Hour and After Hours Access Specific Conditions relating to the use of Reciprocal Club Vouchers.
86. These vouchers allow you access to the club facilities and Group Fitness components of your membership only.
87. If you want to utilise other services available at the club you are visiting, you must purchase and pay for the "extra's" used at that club.
88. For any additional services purchased at the club you are visiting, their current pricing will apply.
89. The number of vouchers you are entitled to is equivalent to a pro-rata of 24 vouchers for each 12 month period.
90. The vouchers are not required to be used when you are accessing a Fernwood club in a different state to that of your home club.
91. Use of another club more than your home club will require you to transfer your membership from your home club to that of the one you are using most frequently.
92. Please ensure that the club you are visiting is the one where additional vouchers are purchased from.

Member Concerns

93. If you wish to raise a concern regarding your home club, you should first address it with the Manager or the owner of your Home club.
94. Should you wish to escalate this concern, please do so in writing, providing any documentation relevant to your concerns via the post.
95. In this communication, please quote your full name, your membership number, the Fernwood club you are a member of, the concern that you have and how you would like to see the matter resolved.

Postal Address: Fernwood Women's Health Clubs
Membership Administration and Relations Department
Level 1, 475 Flinders Lane
Melbourne VIC 3000

Breach of contract

96. You may cancel your membership at no charge if your Home club is in 'fundamental breach' of the membership agreement. Examples of when this may happen but not limited to:
 - a. When the club has been unable to provide services paid for, for a period of longer than 14 days without appropriate communication and without fair compensation such as deferring payments.
 - b. When you have provided notice in writing to the club of a breach of contract and there has been no response within 14 days.
97. Your home club may cancel your membership after a warning has been given to you if you are in 'fundamental breach' of your membership agreement, which can occur by:
 - a. Failure to comply with the Club Etiquette policy as per clauses 12 - 13 and in which it is not rectified within 14 days of written notification of the breach
 - b. Ongoing failure to comply with the Club Etiquette policy beyond initial 14 day resolution
 - c. Abuse of other members or staff either verbal or physical
 - d. Any behaviour that is deemed to bring the Fernwood brand into disrepute. This includes but is not limited to:
 - i. Inappropriate use of public websites/chat sites
 - ii. Conduct of illegal activities at the club, including theft and prohibited drug use
 - iii. Non compliance with the conditions of use of 24 Hour or After Hours Access. In the instance of breach, no warning is required and a penalty may be imposed.

Risk and liability

98. It is important that you acknowledge and understand that participation in activities within your membership require varying degrees of physical exertion and/or physical risk which may cause your death or personal injury.
99. Fernwood takes no responsibility for the loss or damage of your personal belongings.
100. You must advise your club of any medical or physical conditions that they need to be aware of which will affect your use of the facilities. It is your responsibility to update your club with any changes to your condition.
101. To the fullest extent permitted by law, Fernwood accepts no responsibility for any injury or death that results directly or indirectly from the use or misuse of the facilities by you.
102. Fernwood is not liable to you or to any other person for:
 - a. any loss or damage of any kind that is directly or indirectly caused by or results from any wrongful, wilful or negligent act or omission of you or the Home Club (or any of its officers, employees, agents or contractors); or
 - b. any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.

103. Any representation, warranty, condition or undertaking that would be implied in this Product Disclosure Statement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
104. Nothing in this Product Disclosure Statement excludes, restricts or modifies any condition, warranty, right or remedy conferred on you by the Trade Practices Act 1974 or any other applicable law that cannot be excluded, restricted or modified by agreement.
105. To the fullest extent permitted by law, the liability of Fernwood for a breach of a non excludable condition or warranty referred to in clause 103 is limited, at Fernwood's option, to:
 - a. the supply of the services; or
 - b. the payment of the cost of having the services supplied again.
106. Subject to clause 104, you release the Operator of your club and Fernwood Women's Health Clubs Pty Ltd and their related entities and representatives from any liability or claims relating, but not limited to:
 - a. any personal injury;
 - b. loss or damage of personal property; and
 - c. any breach of your obligations, except to the extent arising from the wilful or negligent acts or omissions of the Operator or Fernwood (or any officer, agent or employee of the Operator or Fernwood respectively).
107. Subject to clause 104, you indemnify the Operator of your club and Fernwood Women's Health Clubs Pty Ltd and their related entities and representatives against:
 - a. all losses they incur; and
 - b. all liabilities they incur, directly or indirectly caused by, or resulting from, any wrongful, wilful or negligent act or omission by you.
108. Membership is conditional on your acceptance of the terms and conditions of the Membership Agreement and this Product Disclosure Statement (as amended or varied from time to time in accordance with the terms and conditions of the Membership Agreement and Product Disclosure Statement).

Assignment of Rights

109. Your home club may assign the rights to your membership to another party in the event that the business changes ownership or management as an ongoing operating entity (Change of Ownership). Under this arrangement, the new owner or entity managing the business will be subject to the same rights and obligations as stated in the Membership Agreement and this Product Disclosure Statement provided however that such rights and obligations do not include increased costs or reduced benefits.
110. In the event that a Change of Ownership results in terms or conditions that are unreasonably harsh or unfair, such terms or conditions may be deemed to be a 'fundamental breach' in which case clause 96 will apply.

Amendments to services

111. The Operator of your Home Club may from time to time alter the opening hours of the Home Club, the group fitness timetable, the facilities, items of equipment or any of the products and services offered or provided at its sole discretion.
112. Any such changes will be notified to you by your Home Club by prominently displaying the details of the alteration or suspension.
113. In the event that a change of a club condition under clause 111 results in terms or conditions that are materially different from those at the time you entered into the Membership Agreement such that they amount to a 'fundamental breach', clause 96 will apply.
114. If the operator needs to close temporarily for any reason including, but not limited to renovation and/or building repairs and maintenance, the Operator will place your membership on deferral where the closure is greater than 10 days in duration.
115. Your membership fee will remain fixed for the Membership Term but may be changed once outside this period by the provision of 30 days written notice by the Operator.

Cooling off

116. You may cancel your membership during the cooling off period.
117. Your cooling off period is 7 days.
118. The start and finish date of your cooling off period is noted on your membership agreement.
119. You must provide and your Fernwood home club must have received written notice of your intention to cancel within the timeframe specified.
120. A fee will be charged for this cancellation as per your home clubs pricelist and your membership agreement.
121. Under the cooling off policy, your Home Club reserve the right to take the amount due on the first contracted debit date (as specified on your Membership Agreement) in the absence of payment being made by other means.
122. Any fees that are required to be refunded after the cooling off fee has been applied - will be reimbursed back to the member within 7 business days of your written notice being received by your home club. In determining the fees required to be refunded, your home club is entitled to deduct from any amount paid by you; the cooling off fee and a usage fee for any visits, additional services and or products used/ purchased.

Cancellation of Direct Debit Memberships

123. You may cancel your membership during a cooling off period as specified above.
124. You may cancel your membership at any time.
125. Methods of cancellation:
 - a. The preferred method is by visiting the club and completing a cancellation form upon which you will be given your options regarding payment of relevant fees and a copy of the cancellation form and relevant payment receipts (if applicable).
 - b. You may choose to cancel your membership in writing via either e-mail, mail, or fax. You must retain a copy of your request.
 - c. You must provide and your Fernwood home club must have received written notice of your intention to cancel.

- d. Memberships cannot be cancelled verbally. It is your responsibility to ensure that your home club receives something in writing from you where you are able to retain a copy of it.
 - e. Recollection of verbal conversations either face to face or via phone cannot be taken into account and will not be considered.
126. From the date your Home Club receives your written request to cancel your membership, two further debits are required plus a cancellation fee if applicable. This is reduced to one further debit for Flexible Memberships. You will be entitled to use the club for the full period paid for.
127. All sessions and services used must be paid for in order for your membership to be finalised. These can be paid for in full or may be included as part of your cancellation fees.
128. In the event you wish to cancel your membership and it is currently on deferral, your deferral will cease immediately (in line with scheduled direct debits) and the standard direct debit amount will apply along with the applicable notice period and cancellation fees.
129. If you cancel your membership within your fixed term or minimum term end date (specified on your membership agreement) you will also be required to pay an early cancellation fee which is specified on your membership agreement.
130. You may elect to pay this up front or if you are cancelling for financial reasons, you should discuss with your club an appropriate payment arrangement, which can be implemented via your existing direct debit agreement.

Cancellation due to Incapacitation

131. You may cancel your membership if you have suffered permanent physical incapacity or long-term physical incapacity (long term means a period of not less than 12 months). Written notice to your home club is required along with medical documentation that substantiates the incapacitation. Where insufficient information is produced, you may be requested to have your medical practitioner also complete incapacitation documentation provided by Fernwood.
132. Cancellation under clause 131 will result in your home club cancelling your membership with immediate effect and waiving your notice period and any cancellation fees or downgrade fees.
133. Your membership fees are required to be paid up to the date of the cancellation and fees owing by you prior to this date, are recoverable in full by your home club.
134. In the event the membership has been paid for in full, associated administrative fees will be deducted from your refund if one is due. The date of cancellation will be the date the permanent or long term incapacity occurred, as specified on the medical documentation.

CLAUSES RELATING SPECIFICALLY TO MEMBERSHIPS BEING PAID VIA DIRECT DEBIT

135. You have the option to pay your membership fees via fortnightly Direct Debit and will be provided a separate Direct Debit Service agreement should you choose this method.
136. Membership fees are paid in advance for services.
137. You will be required to sign this service agreement and a copy of it will be provided to you along with your Membership Agreement.
138. You will continue to be debited as per your Membership Agreement regardless of whether you are using the facilities or services of the club at any given time.
139. 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. Where unsuccessful debits occur due to us not having received updated details within a sufficient timeframe incur rejection fees as per the pricelist.
140. If your payment is unsuccessful, we will attempt to contact you and send communication to you.
141. Payment may be attempted to recover the unsuccessful payment plus the rejection fee prior to the next scheduled debit.
142. If we are unable to contact you and/or do not receive a response from you we will automatically add to your next debit:
- a. The outstanding fee
 - b. The rejection fee (as per your Price List)
143. Debits that are unsuccessful on 3 consecutive occasions without having received communication from you (in writing) may be referred to a debt collection agency and you will be responsible for the payment of outstanding membership direct debit payments plus associated bank fees and reasonable collection costs.
144. As a result of referral to an external collection agency, the details of your outstanding debt may be listed with a credit bureau.
145. Should your membership be cancelled by us because of 3 continual unsuccessful payments, and you wish to rejoin the club, you must pay all outstanding fees out in full plus a new joining fee before you are allowed to re-join as a member of the club.
146. Once periodic debit payments are initiated as per your agreement, no notice of the debits will be issued to you.
147. Receipts for direct debit payments made will be provided on request for periods of six or twelve months only.

CLAUSES RELATING SPECIFICALLY TO PAID IN FULL MEMBERSHIPS

148. Memberships paid for in full cannot be transferred to another Fernwood club within the network. They can be transferred within the same club – but not to an existing current member. The monetary negotiation of the remaining term is between the outgoing and incoming member and Fernwood will not partake in any exchange of funds. The transfer will not be accepted and processed until the applicable fee has been paid to the club. The fee to be paid for this transfer covers the clubs cost of induction for the incoming member.
149. You may cancel your membership at any time during the first 7 days of your membership by providing written notice to your Home Club.
150. If you have used any additional services at the club apart from general use of the club facilities during the first 7 days of your membership, then you will be required to pay a usage payment for each of those sessions attended – if their purpose was not of a complimentary nature. Each session utilised will cost the equivalent to the current casual visit rate at your Home Club. On acceptance of your cancellation, a refund of the remaining fees paid will be made to you, less the associated fee as per your pricelist and any associated cost as outlined above.
151. You are not entitled to downgrade any part of your paid in full membership outside of your cooling off period.
152. Foundation memberships where concurrent renewals are evident will see the existing price honoured.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

DEFINITIONS

- "Account" means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- "Agreement" means this Direct Debit Request service agreement between you and us.
- "Banking Day" means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- "Debit Day" means the day that payment is made by you to us.
- "Debit Payment" means a particular transaction where a debit is made.
- "Direct Debit Request" means the Direct Debit request between us and you.
- "Us" or "We" means Fernwood Home Club (the Debit user) you authorised by signing a direct debit request.
- "Fernwood Home Club" is defined as that which is detailed on the first page of the direct debit request.
- "You" means the customer who signed the direct debit request
- "Your Financial Institution" is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should contact us.

2. Amendments by us

- 2.1 We may vary any details on this agreement or a direct debit request at any time where the variation is:
 - a) agreed or requested by you in writing;
 - b) permitted under this agreement or in the Terms and Conditions of your membership;
 - c) to effect an assignment to another Operator of your Home Club; or
 - d) required by law or by our Financial Institution to enable us to continue to provide Direct Debit facilities;
 - e) provided to you with 14 days notice.
- 2.2 To remove ambiguity, the operation of clause 2.1 may result in an increase in funds debited from your account.

3. Amendments by you

- 3.1 As a member of Fernwood should you need to change your arrangements under the direct debit request subject to 3.2, 3.3 and 3.4 then you should first contact the Fernwood Home Club.
- 3.2 You may defer, adjust or cancel the debiting arrangements you hold with us at any time by providing written notice to us. Such notice should be received at least 14 days before the next debit is due. In the instance of cancelling your membership in it's cooling off period you must comply with the specific timeframe required for this.
- 3.3 If you wish to cancel your debit payments you can do so by giving us notice in writing. As per your membership agreement and Product Disclosure Statement, terms and conditions will apply.
- 3.4 If you wish to cancel your debit payment you may also contact your financial institution.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient funds available in your account to allow a direct debit to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
 - a) You may be charged a fee and/or interest by your financial institution
 - b) You may also incur fees or charges imposed by us; and
 - c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If the Fernwood Home Club is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay the Fernwood Home Club on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify the Fernwood Home Club and confirm that notice in writing with us as soon as possible so that we can resolve the query promptly.
- 5.2 If we conclude as a result of our investigation that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigation that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about any error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

- 6.1 You should check
 - a) With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - b) Your account details you have provided to us are correct by checking them against a recent account statement; and
 - c) With your Fernwood Home Club before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

- 7.1 We will keep any details including your account details in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information we have about you:
 - a) To the extent specifically requested by law; or
 - b) For the purposes of this agreement (including disclosing information in connection with any query or claim)

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to the Fernwood Home Club.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

9. Additional Conditions

- 9.1 The Fernwood Home Club agrees that the Direct Debit Request (DDR) will not be signed by the customer unless the Direct Debit User ID has been inserted on the DDR.
- 9.2 The Fernwood Home Club agrees that the DDR will not be signed by the customer unless the contact details of the Debit User have been inserted on the DDR.
- 9.3 In the event that the conditions detailed in 9.1 and 9.2 are not met the Fernwood Home Club indemnify the nominated financial institution against any loss whatsoever in relation to the Direct Debit User ID and contact details not being inserted on the DDR.

We understand the importance of maintaining the privacy of your personal information. At Fernwood, we'll collect, manage and protect your personal information in accordance with our privacy policy which is located on the footer of www.fernwoodfitness.com.au. You are able to access the information we hold about you by emailing privacy@fernwoodfitness.com.au.