



**Welcome to the Club!**  
**Flexi Membership Membership Agreement for**  
**Test Test**  
**Member ID: 307p36633**

We're excited that you've chosen to join the Club. Below are the details of your membership.

### Your Home Club

<b>Home club</b>	Fernwood Carlton	<b>ABN</b>	39 378 942 149
<b>Street Address</b>	193-197 Nicholson Street	<b>Trading name</b>	Fernwood Carlton
<b>Postcode / City</b>	3053, CARLTON, VIC		

### Your Personal Details

<b>Member Number</b>	307p36633	<b>Date of Birth</b>	29/02/1940
<b>First Name</b>	Test	<b>Last Name</b>	Test
<b>Mobile Phone</b>	+61 4 9157 0157	<b>Work Phone</b>	
<b>Home Phone</b>		<b>Email Address</b>	
<b>Street Address</b>	Abv	<b>Postcode / City</b>	200 AUSTRALIAN NATIONAL UNIVERSITY
<b>Emergency contact name</b>	test		
<b>Emergency phone number</b>	0491 570 157		

### Your Membership Details

<b>Membership Type</b>	Flexi Membership	<b>Person Type</b>	Private
<b>Minimum Term</b>	08/05/2023 - 24/05/2023	<b>Agreement Date</b>	08/05/2023
<b>Membership Start Date</b>	08/05/2023	<b>First Direct Debit</b>	11/05/2023

### YOUR MEMBERSHIP PAYMENT DETAILS

<b>Initial payment</b>	<b>\$173.14</b>
A gap payment is required so you can use the club prior to your first debit	\$14.14
Onboarding	\$159.00
<b>Total fortnightly debit amount</b>	<b>\$66.00</b>
Gym membership	\$66.00
<b>Your minimum total financial commitments is</b>	<b>\$239.14</b>

## **IMPORTANT THINGS TO BE AWARE OF**

The first page of this document sets out the key details of your membership agreement with Fernwood Fernwood Carlton. Please carefully review your membership details to make sure they are correct. The rest of this document outlines the important details that you should be aware of, as well as the Fernwood Terms and Conditions that you agreed to when you joined your Fernwood Home Club. These also include our Club Etiquette Policy, Privacy Policy and 24 hours Access rules (if applicable). Please ensure that you are familiar with the Terms and Conditions. You should note that we can make changes to the Terms and Conditions from time to time. When making changes we must comply with clause 24 of the Terms and Conditions, which includes giving you notice of any changes. The latest version of our Terms and Conditions is available on the Fernwood Fitness website.

## **MEMBERSHIP CANCELLATION**

**This is an ongoing membership agreement. The agreement will continue until either you or the Fernwood Home Club terminate it in the way described in this agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or bank account until you or your Fernwood Home Club cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to your Fernwood Home Club for damages for breach of contract.**

## **THIS IS SUBJECT TO A 48 HOUR COOLING OFF PERIOD**

Your cooling off period commences on 08/05/2023 and finishes at the end of 10/05/2023. You may end your membership within the cooling off period referred to in your membership details. To do this you will need to give us written notice within the cooling off period and pay us a cooling off termination fee, as well as a fair amount for fitness services provided to you during the cooling off period. Please refer to clause 25 of the Terms and Conditions.

## **MEMBERSHIP CANCELLATIONS AFTER 48 HOUR COOLING OFF PERIOD**

You can cancel your membership at any time, simply come down to the club to complete a cancellation form or provide written notice to us of your request. If your membership is for a fixed term or has a minimum term, and you cancel your membership within this period, you will need to pay a cancellation fee which is set out in our other fees and charges. If your membership is for a fixed term, it automatically ends at the end of that period. If you wish to continue being a Fernwood member after that period you will need to apply for a new membership. All cancellation requests require a notice period of two further direct debits from written notification being received. If your membership is paid in full, you cannot cancel your membership once your cooling off period has passed, unless you are in a state of incapacitation. Please refer to the Terms and Conditions clause 26 for further information.

## **PERMANENT SICKNESS OR PHYSICAL INCAPACITY**

You may cancel your membership due to a permanent sickness or physical incapacity if you cannot exercise for a period of 12 months or more. Please refer to the Terms and Conditions clause 27 for further information.

## **MEMBERSHIP DEFERRAL**

One of the privileges as a Fernwood member, is being able to defer your membership. You may defer your membership for a minimum of two weeks and up to a maximum period up to 8 weeks per 12 month period. Please note that any deferral time taken will extend your membership's minimum term end date.

## **MEMBERSHIP TRANSFER**

You may be entitled to an interclub transfer. This is perfect if you are moving to another area. For full details please refer to clause 16 of the Terms and Conditions. Transfer between clubs is free of charge, however you may be asked to purchase a 24 hour access card from the new club. You may wish to transfer your membership to another person. If

you have a friend who may be interested in improving their health and fitness this is a great option to consider. Simply bring her into the club to complete an application for membership. Full details on how to transfer to another person can be found in the Terms and Conditions clause 15, fees apply.

### **MEMBERSHIP DOWNGRADE**

You may decide to downgrade a particular component of your membership, please see clause 13 of the Terms and Conditions for more information. Please also refer to other fees and charges which may be applicable if you are still within your minimum term.

### **FERNWOOD FREEDOM PASS**

Your membership includes a 24/7 Freedom Pass that can be used in all of our Fernwood clubs. This will be subject to you undertaking a safety and medical induction. Fernwood Freedom Pass will allow you to access and use the base membership component of the Fernwood club. Any additional services can only be used at your home club. Please refer to clause 19.0 of the Terms and Conditions for more information.

### **COVID-19 Policy**

At all times your Fernwood club will comply with the state or territory law, restrictions and requirements in relation to COVID 19.

### **MEMBERSHIP CONCERNS**

In the unlikely event that you have a concern with your membership, please feel free to discuss this with us. Please see clause 20 of the Terms and Conditions for our policy.

### **MEMBERSHIP PAYMENT FAILURE**

If for any reason our attempt to direct debit your nominated account is unsuccessful, we will try to contact you by any contact methods available to us. Unsuccessful payments will incur additional fees. If consecutive direct debits are unsuccessful your membership will be cancelled and the matter referred to an external collection agency whereby additional collection costs may apply. We encourage you to contact the club at your earliest convenience if you find yourself in difficult financial circumstances so as we can organise a payment arrangement with you.

### **CONSUMER PRICE INDEX (CPI)**

Your contract when outside of the minimum term is subject to annual CPI increases. Where CPI will change your contract, 60 days notice will be provided prior to the change.

### **OUR OTHER FEES AND CHARGES**

Onboarding fee: \$159.00

Downgrade fee: \$100.00

Transfer fee between members: \$90.00

Transfer - New Club Induction: Price varies between clubs.

Reciprocal Club Vouchers x 12: \$55.00 (purchased from the club you are visiting)

Rejection fee: \$15.00

Administration fee to cancel due to permanent sickness or physical incapacity: \$75.00

Deferral fee: \$5.00 per week

Cooling off cancellation fee: \$50.00

Cancellation Fees:

- 18 Month Membership: \$300
- 12 Month Membership: \$200
- 6 Month Membership: \$100
- 3 Month Membership: \$50

Third party collection agency debt recovery cost: \$100.00 or 27% of the total debt outstanding (whichever is greater)

Additional fees will apply for other services and programs offered from time to time throughout your membership

Please note that our fees are subject to change by notice in accordance with this membership agreement. See clause 24 of the Terms and Conditions.

## Member signature

By signing this agreement, you agree to abide by your obligations outlined in this agreement, the Terms and Conditions and Privacy Policy, which a digital copy is available on the Fernwood Fitness website.

Please initial here \_\_\_\_\_

Signing this confirms that you have received a copy of this agreement and a copy of your Direct Debit Request Service Agreement and have also read and understood the contents of the Terms and Conditions. Signing this also confirms you agree and acknowledge the Onboarding is payable in full to complete the membership agreement process. We look forward to supporting you through the process of your induction and continuing to assist you with your health and fitness journey.

Signed

Signed on behalf of Fernwood Carlton

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Test Test

Date: 08/05/2023

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Mara Ronquillo

Date: 08/05/2023

# Direct Debit request

**Member ID: 307p36633**

REQUEST & AUTHORITY TO DEBIT THE ACCOUNT NAMED BELOW TO PAY:

<b>Company</b>	Fernwood Women's Health Clubs Pty Ltd	<b>ABN</b>	39 378 942 149
<b>Trading as</b>	Fernwood Carlton	<b>Address</b>	193-197 Nicholson Street3053, CARLTON,
<b>Phone</b>	+61 3 9348 2022		VIC

Request & Authority to Debit	Surname or company name: Test Given names or ACN/ABN: Test Request and authorise Fernwood Home Club (debit user ID 198708) to arrange, through its own financial institution, to debit or charge any amount permitted in accordance with the Terms and Conditions of my membership through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Direct Debit user, subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).
Name and address of financial institution at which account is held	Financial institution name: ING Direct Additional details: Level 28 60 Margaret Street Sydney NSW 2000
Details of account to be debited	Name of Account: TEST TEST BSB number: 923-100 Account number: XXXX11
Commencement of Debits	11/05/2023
Payment Schedule	Fortnightly
Acknowledgement	By signing this Direct Debit Request I acknowledge that I have read and understood the terms and conditions governing the debit arrangements between myself and Fernwood Home Club
Personal details	Name: Test Test Address: Abv, 200 AUSTRALIAN NATIONAL UNIVERSITY

Signed

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Test Test

Date: 08/05/2023