

# MEMBERSHIP AGREEMENT

## Welcome to the Club!

Membership Term Ongoing or Fixed (Circle one)

MEMBER NAME

MEMBER ID

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

Fernwood Home Club is:

Home Address

Email

An Emergency Contact Name

Phone No.

The first day you can use the club

ABN

Your Contact Numbers - Home

Mobile

Date of Birth

Your minimum total financial commitment:

Your minimum term/end date is:

Your Membership Payment Details	
Joining Fee	\$
Activation Kit	\$
A gap payment is required so you can use the club prior to your first debit	\$
<b>TOTAL</b>	\$
Amount Paid today	\$
Gym membership	\$
PT Component	\$
Food Coaching Component	\$
Functional Fit / Small Group Training Component	\$
Other	\$
<b>FROM WHICH THE FOLLOWING DISCOUNTS ARE TO BE DEDUCTED:</b>	
Incentive Discount	-\$
Total fortnightly debit amount	\$
Your minimum total financial commitment is	\$

# MEMBERSHIP AGREEMENT

**Your Fortnightly Direct Debit will commence on**       /       /

Your payments will continue according to the term of your membership unless you change, defer or cancel some aspect of your membership.

**Your fortnightly Direct Debit minimum term/end date is currently**       /       /

unless you make certain changes to your membership before that date and/or you accrue outstanding membership fees.

By signing this agreement you are entering into a contract with Fernwood Women's Health Club. This brings with it obligations for both you and for us. Below is an overview of the key obligations of your agreement; ones which may affect your decisions during your membership. Full details of all policies relating to your membership can be located in your terms and conditions which will be made available to you at the time of joining and can also be accessed for your future reference on our website: [www.fernwoodfitness.com.au](http://www.fernwoodfitness.com.au)

## IMPORTANT THINGS TO BE AWARE OF

### 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.

### Our Fees & Pricing

<b>Joining fee</b> .....	<b>\$199</b>
<b>Activation kit fee</b> .....	<b>\$39 - \$249</b> Price varies per club (the cost of the activation kit is non-transferrable and non-refundable)
<b>Transfer to another club 24 hour access card</b> .....	<b>\$69</b>
<b>Administration Fee - Cooling Off Period</b> .....	<b>\$50</b> or 10% of the Total Membership Fee, whichever is the lesser
<b>Administration Fee - Incapacity</b> .....	<b>\$75</b>
<b>Deferral Fee</b> .....	<b>\$5</b> per week for approved deferrals
<b>Transfer Fee</b> (to a non member) .....	<b>\$90</b>
<b>Downgrade Fee</b> .....	<b>\$100</b>
<b>Rejection Fee</b> .....	<b>\$15</b> per fortnight
<b>Third Party Collection Agency Debt Recovery Cost</b> .....	<b>\$100</b>
<b>Cancellation of 12 Month Membership</b> .....	<b>Next 2 payments are your last + \$200</b>
<b>Cancellation of 18 and 24 Month Membership</b> .....	<b>Next 2 payments are your last + \$300</b>
<b>Additional Sister City Vouchers</b> .....	<b>\$55</b> per 12 vouchers
<b>Replacement Membership Card</b> .....	<b>\$5</b>
<b>Reactivation Fee**</b> .....	<b>\$65</b>

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You can **cancel your membership** at any time. Simply come down to the club and complete a cancellation form or provide written notice to us of your request. From the date of notification, **two further debits** are required and a cancellation fee of \$200 (or \$300 for 18+ month memberships); but only if cancellation is prior to your membership minimum term/end date.

Should you no longer want your membership prior to its minimum term/end date, then please first consider both our **transfer and deferral options**.

Interclub transfer is perfect if you are moving to another area. There is no charge to transfer to another club, but you will be asked to pay the membership price relevant to the club that you move to. Full details on how to transfer to another club can be found in the terms and conditions.

**Transferring to another person** is a great alternative to not continuing your membership. If you have a friend who may be interested in improving their health and fitness, you can transfer your membership to them. Simply bring her to the club to complete an application for membership, and pay a fee of \$90 to complete the transfer. Full details on how to transfer to another person can be found in the terms and conditions.

One of the privileges as a Fernwood member is being able to defer your membership for a minimum of two weeks and up to a maximum of 8 weeks (taken in two week blocks only) per 12 month membership. Payments will reduce to \$5.00 per week during your deferral period. Please note that any deferral time taken will extend your membership's minimum term/end date.

**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.

**Sister Club Vouchers** entitle you to access and use other clubs within the Fernwood network. You are entitled to 24 vouchers per 12 month term **membership**.

If you decide to **downgrade** a particular component of your membership that has not been purchased as a flexi extra, and you are still within your minimum term, then the fee to do this is \$100.

If for any reason our attempt to **direct debit** your nominated account is **unsuccessful** we will try to contact you by any contact methods made available to us. Unless we have been contacted by you to arrange payment, we will automatically debit the outstanding amount and an associated fee of \$15.00 with your next scheduled debit. If 3 consecutive direct debits are unsuccessful your membership will be cancelled and the matter will be referred to an external 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.

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We have **detailed terms and conditions** that we ask you to read before your first visit. Whilst the spirit of this statement is outlined in this agreement, if you wish to change your mind based on that statement, or for any other reason, you may utilise our cooling off policy. This will allow you to exit from this agreement within 7 days after signing it.

Your cooling off period commences today      /      /      at      am/pm and ends on  
/      /      at      am/pm

A full refund of fees will be made to you, less applicable fees and charges. In the unlikely event that you have an issue with your membership, we do have a **Member Concern Management policy** which is detailed in our terms and conditions.

Finally we do remind you that you are using the club at your own risk, and Fernwood Women's Health Club take no responsibility for any injury or incident that occurs in our clubs. Details of this are also included in our product disclosure statement.

By signing this agreement you agree to abide by your obligations outlined:

- In this agreement - **Please initial here** \_\_\_\_\_
- In the **terms and conditions** which you have received - **Please initial here** \_\_\_\_\_

Signing this confirms that you have received a copy of this agreement, a copy of your direct debit service agreement and have also read and understood the contents of the terms and conditions. We look forward to supporting you through the process of your induction and continuing to assist you with your health and fitness journey.

Signed	Member Name	Date
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Signed	Fernwood Team Member Name	Date
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Members under 18 years of age require the consent and guarantee of a parent or guardian. I consent to the above named person joining under this membership and agree to be responsible for the financial commitments made.

Name of Parent/Guardian	Relationship to Member
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Phone No.	Email
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Address
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Signed	Date
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# DIRECT DEBIT REQUEST

DDR001C

Member ID

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

Company **Fernwood Women's Health Club Pty Ltd**

ABN **39093200901**

### REQUEST & AUTHORITY TO DEBIT

Surname or Company Name

Given Names or ACN/ABN

Request and authorise Fernwood (Direct User ID 198708 ) (ABN 39093200901) 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).

### OPTION 1 BANK ACCOUNT

Name & address of financial institution at which account is held

Insert details of account to be debited

Financial Institution Name

Address

Account Name

BSB No.

MUST BE 6 DIGITS

Account No.

NO MORE THAN 9 DIGITS

### OPTION 2 CREDIT CARD

Card Holder Name

☐ Visa ☐ Mastercard ☐ Bankcard ☐ Amex ☐ Other

Card No.

Card Expiry

CVV No.

Where a credit card account has been nominated, I hereby authorise the Fernwood Women's Health Clubs to debit my credit card with the amount and at the intervals specified above and in the event of any change in the charges for these goods/services as permitted by the Terms and Conditions of my membership agreement or the Direct Debit Service Agreement, to alter the amount from the appropriate date in accordance with such a change. This authority shall stand in respect of the specified Card and in respect of any Card issued to me in renewal or replacement thereof, until I notify Fernwood Women's Health Clubs in writing of its cancellation.

Signature of Card Holder

Date

### 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 Women's Health Clubs

Name

Address

Signature

Date

If signing for a company, sign and print full name and capacity for signing (e.g. Director)