TERMS & CONDITIONS

1.0 INTRODUCTION

1.1 These terms and conditions (these Terms) form part of and apply to the membership agreement between us and you.

1.2 When you become a Fernwood member, you are bound by and agree to comply with these Terms.

1.3 If upon reading these Terms, you no longer wish to be a member of your Fernwood Home Club, you may cancel your membership during the cooling off period in accordance with clause 25.

1.4 You are entitled to commence using your membership benefits from the date stated on your membership agreement.

2.0 RESPONSIBILITY FOR MEMBERS UNDER 18 YEARS OF AGE

2.1 If you are under 18 years of age you cannot enter into a direct debit arrangement or a membership agreement with us without the full consent of your parent or guardian, who must also take full financial responsibility for your membership regardless of whether he or she is paying for the fortnightly debits or not. We require your parent or guardian to sign your membership application and enter into this membership agreement on your behalf.

2.2 By entering into this membership agreement on your behalf your parent or guardian:
(a) takes responsibility for ensuring that while you are under 18 years of age you exercise safely and otherwise comply with these Terms; and
(b) agrees to hold us and each other Fernwood Club harmless in respect of any claim made by or on behalf of the child against us or another Fernwood Club to the extent that any such claim would have been excluded under this membership agreement, had you been an adult and entered into this membership agreement on your own behalf.

2.3 If your membership entitles you to 24 Hour and After Hours Access you must not, while under the age of 18 years, attend a Fernwood Club unless you are accompanied and supervised by a person who:
(a) is a member of and has the relevant access privileges of the same Fernwood Club; and
(b) is 18 years or older.

3.0 SAFETY FIRST!

The health and safety of members is important to us. This clause sets out some of the things we require of you to help achieve that objective.

3.1 Your physical condition
(a) A safe and effective exercise program is dependent upon accurate health and fitness profiling. It is therefore essential that you tell us in writing all relevant personal health and fitness information both before (through our pre-exercise questionnaire or otherwise) and during the course of any exercise program or other activity.
(b) You will ensure that information you disclose to us will be true and accurate and not misleading in any way. You must not attend and use the facilities and services whilst you are suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other members and guests or yourself.
(c) You must notify us 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.
(d) If you happen to use the facilities and services before disclosing relevant health information to us, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, we ask that you do not use the facilities and services until we have completed your health and fitness profile.
(e) We reserve the right to cancel your membership if, in our reasonable opinion, you do not satisfy the medical or physical conditions required to participate in the activities in a Fernwood Club's facilities and you do not provide us with evidence from a medical practitioner or an appropriate health professional to proveotherwise.

3.2 Proper use of equipment
We will provide you with an instructional consultation with a staff member before using the facilities and services which you must attend before use. In any case, you will ensure that you take care when using the facilities and services and make sure that you use the facilities and services including equipment appropriately and safely. If you are ever not sure how to operate any equipment properly, please ask a staff member before you use it.

3.3 We can refuse you entry
We can refuse you entry to the facilities and services or cancel your membership immediately if you behave in a way that is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

3.4 Please follow our directions
You agree to follow any reasonable direction of a member of our staff relating to health and safety or any other matter.

4.0 ETIQUETTE POLICY

(a) In signing your membership agreement you agree to abide by the Fernwood Club Etiquette policy which is outlined below.

4.1 Members Only
(a) Use of Fernwood Women's Health Club facilities is strictly for members only when the club is unstaffed.
(b) 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

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records. iii. A penalty fee will be charged if you allow access to non-Fernwood members, as specified in your price list.

4.2 Club-Specific Policies
Fernwood Clubs may, from time to time, implement club-specific terms, conditions, rules, or policies. Members agree to comply with such policies as communicated by the Club, and acknowledge that breaches may result in sanctions

4.3 Access Cards & Onboarding
Those members who have 24 Hour and After Hours Access privileges, must use only their personal Fernwood fob or digital access pass via the Fernwood App.
The Onboarding is included in all new memberships and consists of all the things you need to get your membership started, including your 24/7 access pass, New Member Induction, and the Fernwood Pulse Welcome online content. program. A fee, as specified in your price list, will be charged for the issue of the Onboarding. A fee, as specified in your price list, will be charged for the replacement of access cards. 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. The cost of the onboarding and access cards is non[1] refundable, non-transferable to another member during or after the membership period and will be cancelled immediately upon cancellation of your membership.

4.4 Your Health – Injuries or Risk of Harm
Members must conduct themselves in a manner which will not cause harm or discomfort to themselves or other members. 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.

4.5 Bring a Towel
Members must bring a towel to the club to use the facilities. Please use the towel to wipe down the equipment after use. 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.

4.6 Appropriate Behaviour
Members and staff must conduct themselves with appropriate decorum in the club and treat others with respect at all times. Foul language, discrimination, harassment, bullying or inappropriate behaviour will not be tolerated. 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.

4.7 Dress
Members are asked to dress appropriately for their workouts and wear suitable training shoes at all times while in the club.

4.8 Facilities and Equipment
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. Members must immediately report any breakage or damage to equipment to the Club Manager or other staff member. Members are asked to treat the equipment and facilities with care.

4.9 Lost Property
Lost property will be kept for two weeks, after which, if unclaimed, will be donated to charity.

4.10 Time Limits
Members must adhere to time limits on equipment where applicable. Members are asked to consider others and not sit on equipment during rest periods.

4.11 Group Fitness & FIIT30
(a) 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. 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. We encourage you to consult the Group Fitness Instructor, Fitness Coach or your Personal Trainer for guidance on Group Fitness class selection and attendance. Members may need to book in for certain classes. Please refer to the Timetable for more information.
(b) Subject to clause 21.1 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
(c) We may occasionally update our Etiquette Policy to further promote health and safety or to make other improvements.
(d) If you break any provisions in our Etiquette Policy, the response we take will be at our reasonable choosing and we will try to exercise this right fairly by giving you a warning if we consider the failure is less serious. In this regard however you acknowledge that health and safety of all users and protection of property is very important. Accordingly, if we reasonably consider the failure to follow our Etiquette Policy is serious or persistent, we may suspend or even cancel your membership with immediate

effect.

4.12 Members cannot be seen to be conducting personal training or small group training sessions with other members or guests within a Fernwood club. In the event members are doing so, the club reserves the right to terminate their membership.

5.0 PERSONAL INFORMATION ABOUT YOU

5.1 You agree that we may handle your personal information in accordance with our Privacy Policy.

5.2 You acknowledge and agree that we, and other Fernwood Clubs, may use video monitoring in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around these facilities please contact us or the relevant Fernwood Club.

5.3 Allowing us to use your image
We sometimes film or photograph the club so it's possible you will appear in the background. By signing this agreement, you allow us to use your image in promotional and other business related material. Furthermore, by signing and agreeing to these Terms, you authorise the Club, or any of its other entities, to use any photographic images, video, or any other recording of you contained or stored on, where such images were recorded whilst you are, or were, taking part in any of the Club's activities, using its services, or utilising any of its products. The club reserves the right to use these images or recordings for commercial purposes without compensation.

6.0 MEMBERSHIP TERM

6.1 The period of your membership is set out in your membership details, but your membership may be terminated before the end of that period in accordance with this membership agreement.

6.2 Fixed Term Membership
(a) A fixed term membership is a membership for afixed period in accordance with this clause 6.2 (FixedTerm). If your membership is for a fixed term your membership details state the last day (End Date) you can access and use the rights and privileges of your membership. It is not an ongoing membership.
(b) If your membership is for a fixed term you do not need to do anything to cancel your membership, as it will automatically end on the End Date.

6.3 Ongoing Minimum Term Membership
(a) An ongoing minimum term membership is a membership where there is a minimum term commitment. If your membership is an ongoing minimum term membership your membership details state your minimum term commitment (Minimum Term) and the last day of the Minimum Term (Minimum Term End Date). Ongoing memberships will continue after the Minimum Term End Date unless you advise us in writing that you do not want your membership to continue. Please refer to clause 26 for methods of cancellation.
(b) If your ongoing membership continues after the end of the Minimum Term it may be cancelled by you or by us in accordance with these Terms.
(c) Where a direct debit arrangement is in place, membership payments will continue to be debited until your membership is cancelled in accordance with these Terms.

6.4 Flexible Membership
(a) A flexible member has a minimum term commitment of two full further direct debits notice.
(b) A flexible membership will continue after the Minimum Term until it is cancelled by you or by us in accordance with these Terms
(c) Where a direct debit arrangement is in place, membership payments will continue to be debited until your membership is cancelled in accordance with these Terms.

7.0 MEMBERSHIP ACCESS TYPES

7.1 The Membership Access Type is specified in your membership details. This clause 7 describes each Membership Access Type.

7.2 "Standard" means a membership which allows for access to and use of facilities during staffed operating hoursonly.

7.3 "24 Hours" allows for access to and use of facilities 24 hours a day for 7 days a week and is only available at certain Fernwood Clubs.

7.4 "Extended Hours Access" means access to the facilities outside of the staffed operating hours only and is available at certain clubs only.

7.5 You agree to comply with our policies and rules, and the policies and rules of other Fernwood Clubs, applicable to your Membership Access Type.

7.6 Staffed hours are displayed at the entrance to the Fernwood Club and/or the Fernwood website.

7.7 We reserve the right to change our staffed hours from time to time and will provide you with reasonable notice of any changes. You acknowledge that other Fernwood Clubs may also change their staffed hours. If this is relevant to your Membership Access Type it is your responsibility to keep up to date with current staffed hours for Fernwood Clubs you are entitled to access and use.

8.0 24 HOURS ACCESS

8.1 If your membership includes the right to access and use the facilities of a Fernwood Club during unstaffed hours, you acknowledge and agree to comply with the 24 hours Access Rules of the Fernwood Club.

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8.2 As a member accessing and using the facilities of a Fernwood Club, you acknowledge that you enter and use the facilities at your own risk.

8.3 If you feel there is a risk to your property, health and/or safety or you have any other concerns regarding the use of

the facilities during unstaffed hours, then you must report this to management of the Fernwood Club immediately.

8.4 You understand that a Fernwood 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.

8.5 You must not bring any other person with you into a Fernwood Club during unstaffed hours. Youagree that your membership is personal to you and for your use only and that it is your responsibility to ensure that your access pass is kept in a safe place at all times and is not used by anyone other than you.

8.6 If you have 24 hour access privileges you can only attend other Fernwood clubs using the Fernwood Freedom Pass if you have undertaken a safety and medical induction at the Fernwood club you are visiting.

8.7 In the event that your membership fees reject and you have outstanding payments on your account for 21 days or more, your 24 hour access to the club will be terminated until these outstanding fees have been paid off. As soon as these fees have been paid, your 24 hour access to the club will automatically be reinstated.

9.0 MEMBERSHIP PAYMENT METHODS

9.1 Memberships can be paid for in full and upfront. It should not be paying the total off in instalments.

9.2 Memberships can also be paid by fortnightly direct debit from either a bank account or a credit card of your choice.

10.0 ADDITIONAL SERVICES

10.1 There may be other services offered at a Fernwood Club that do not form part of your membership but are available for you to purchase separately (Additional Services). These are not part of the services provided under your membership and you will be advised at the time if any additional terms apply to the Additional Services including applicable fees and charges.

10.2 Additional services are not transferrable between members, with the exception of Clause 15.

10.3 Unless otherwise stated in this membership agreement, any booked sessions or consultations for any Additional Services that you cancel with less than 12 hours' notice, or do not show up for, will be forfeited. Please note, your local Fernwood club may have additional cancellation policies for classes that members would need to abide by.

10.4 Notification of cancellation of any booked sessions must be made direct to the Fernwood Club for record purposes. Notification direct to personal trainers or consultants may not be sufficient notice. You may also be able to cancel some additional services via the Fernwood App.

10.5 If you are more than 15 minutes late to a booked session or consultation, you are taken to have cancelled that session or consultation and it will be forfeited.

10.6 Additional Services will expire when your membership ends and are not refundable.

10.7 Written notice for cancellation of these services is required where they are being paid for via direct debit.

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

11.0 PERSONAL TRAINING

11.1 As part of your membership or Additional Services, you may purchase personal training sessions.

11.2 If your booked personal trainer is unavailable, another personal trainer will be assigned to your session. If a personal trainer is unavailable for your session, it will be re- booked for another time.

11.3 Personal training sessions are purchased from your Fernwood Home Club and not from any individual personal trainer. In the absence of or the departure of a personal trainer, you agree that your Fernwood Home Club is entitled to assign another personal trainer for your remaining sessions. We will use reasonable endeavours to assign a personal trainer to you as soon as practicable.

11.4 If you are transferring your membership to another Fernwood Club in accordance with these Terms, payment of any outstanding fees for completed personal training sessions must be paid in full to your current Fernwood Home Club before you join your new Fernwood Club.

11.5 It is the responsibility of the member to ensure that sessions are not accrued in excess of what can be used.

11.6 Personal Training sessions purchased via direct debit, as a pack or given as complimentary sessions, will expire 6 months from the date of purchase. It is the responsibility of the member to ensure that sessions are used prior to expiry. Sessions will automatically be removed from your membership once they expire without notification.

11.7 All Personal Training packs and sessions are non-refundable.

12.0 UPGRADING YOUR MEMBERSHIP

12.1 You may request us to include certain components of Additional Services as an upgrade of your membership (upgrade your membership). If you make an upgrade request, we will agree the fees to apply to your upgraded membership.

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12.2 If you no longer wish to upgrade your membership, you must provide us with written notice of your request to downgrade. Please refer to clause 13 in relation to downgrading.

13.0 DOWNGRADING YOUR MEMBERSHIP

13.1 Subject to clause 13.2, if you wish to remove any component of your membership, you may request us to downgrade your membership by giving us written notice of the downgrade and paying for all services used up until the date of the notice. Once notice is given to downgrade a component of your membership your next payment is your last.

13.2 You cannot downgrade your membership if your membership has been paid in full and you are outside your cooling off period.

13.3 A downgrade fee may be applicable when changing your membership inside the minimum term of the contract. For example changing from a 12 Month Reformer Pilates membership to a standard 12 Month membership inside the minimum term would incur a downgrade fee as per the membership fees & charges table.

13.4 If you do not pay the downgrade fee in full at the time of the downgrade request, the balance of the downgrade fee will be paid in instalments by direct debit, with the final instalment to be paid on or before the End Date or the Minimum Term End Date (as applicable).

14.0 MEMBERSHIP FREEZE

14.1 You may freeze your membership for a minimum of 2 weeks and for an aggregate period up to the total freeze period specified in your membership details provided that your period of freeze is in two week increments. The freeze may be for any reason (including personal, holidays, medical, temporary physical incapacity, injury and illness).

14.2 You must give us a minimum of 72 hours written notice in order for your membership to be frozen.

14.3 You will be charged a freeze fee of $5.00 per week for each freeze as outlined in your Membership Fees & Charges. Please be aware that this is a pro-rated amount and will adjust your direct debit amount accordingly, depending on what date your freeze starts in line with your scheduled direct debit days.

14.4 Your Billing Period End Date or Minimum Term End Date (as applicable) will be extended by the period of a freeze.

14.5 In the event you wish to cancel your membership during a freeze period, that freeze period will end from the next scheduled direct debit date and the standard direct debit amount plus any payments for Additional Services, will apply along with the applicable cancellation fees.

14.6 While a membership is on freeze, access to all club services is suspended and members are not entitled to use or book any services during this period.

15.0 TRANSFER OF MEMBERSHIP TO ANOTHER PERSON

15.1 Subject to clause 15.2, you are entitled to transfer your membership to another person who is not a member of a Fernwood Club (transferee) with our approval, which we will not unreasonably withhold if you satisfy all of the requirements of this clause 15. The transferee must be sourced by you, and can be a member of a Fernwood Club who cancelled her membership in order to take up your membership.

15.2 If your membership has been paid in full, you can transfer your membership to another person with our approval. 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 fee to be paid for this transfer covers the clubs cost of induction for the incoming member.

15.3 If your membership was purchased as part of your Fernwood Home Club's original opening sale (that is, at any time up to that date which is 6 weeks after the official opening date of your Fernwood Home Club) or it is discounted, the price will not remain at the foundation or discount price. The current rate at the date of the transfer will be applicable to the membership and any associated Additional Services.

15.4 No transfer can occur until:
(a) you have paid to us all outstanding fees for services provided or that are otherwise payable under this membership agreement;
(b) we receive payment of the transfer fee, which is set out in your membership details which covers the administration of the change in membership and the induction for the transferee; and
(c) the transferee has completed and signed such membership and related documentation as we then require of new members.

15.5 Additional Services that are fully paid but unused are not refundable or transferable with your membership in accordance with this clause 15.

16.0 INTERCLUB TRANSFER OF MEMBERSHIPS

16.1 You may transfer your membership to another Fernwood Club (New Home Club) if: **(a)** your membership has not been paid in full;and **(b)** all services used at your Fernwood Home Club have been paid for and your membership fees are upto date.

16.2 There may be restrictions associated with the transfer of a membership which includes certain Membership Access Types. You may need to adjust your membership when transferring.

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16.3 You must agree to pay the membership price that the new Home Club charges, complete all necessary membership documentation and abide by the new Home Club's policies or rules.

16.4 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.

16.5 Pricing for Additional Service varies between Fernwood Clubs. You will be required to pay the price that the Incoming Home Club charges for any Additional Services.

16.6 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.

16.7 Interclub transfers are not available between Fernwood Clubs and Fernwood Fusion clubs due to the different base membership offering. The existing membership will need to be cancelled (as per section 26. Cancelling your membership) and a new membership created at the new home club.

16.8 In order to transfer your membership you will need to log into your Fernwood Pulse account, accessible via the Fernwood App or desktop, via https://www.fernwoodfitness.com.au/my-account/transfer/ select the club you wish to transfer to from the drop down. Your membership will be transferred at the new home club's membership prices. Your transfer will only go through if all outstanding fees to your original club are up to date. Your transfer will take effective immediately from processing online. Paid in full memberships are not transferable.

16.9 Automated interclub transfers can also occur if you are visiting another Fernwood club more often than your registered home club. In the event you use another Fernwood club more than your home club in any given 8 week period your membership will automatically be transferred to the club you have visited the most. A minimum of 8 visits across any Fernwood club must occur for an automated transfer to happen. Any membership transfer will be subject to paying the new club membership fees at your new chosen club as per clause 16 in our Terms & Conditions.

16.10 Memberships cannot be transferred within their first 30 days of their nominated start date. Memberships that have been transferred will have their new home club set for a minimum of 8 weeks before they are eligible to request a new home club transfer.

17.0 RENEWAL

(applicable to Fixed Term Memberships only)

17.1 You may elect to renew your fixed term membership by giving us written notice no more than six weeks before the End Date.

17.2 The price of your membership (or any other membership you renew on) may have changed during your Fixed Term. Therefore our current pricing will be applicable at the time of renewal.

17.3 If you are a foundation member (as indicated in your membership details) and you renew your membership with your Fernwood Home Club not less than 6 weeks before your membership ends, the fees payable for your base foundation membership will apply.

18.0 REACTIVATION OF MEMBERSHIP

(applicable to 12 Month Memberships only)

18.1 If your membership of a Fernwood Club ends, and your membership continued for a full term of 12 months, you may, at any time within 3 months after the end of your membership, reactivate your membership and re-join the Fernwood Club by paying a reactivation fee.

18.2 The reactivated membership must be for a term of no less than 12 months.

19.0 FERNWOOD FREEDOM PASS

19.1 Your membership includes a 24/7 Freedom Pass that can be used in all of our Fernwood clubs. This may be subject to you undertaking a safety and medical induction with an up to date Health Screen Questionnaire being completed at each of the Fernwood clubs you wish to visit. Contact the club you wish to visit to book in a suitable time to complete the questionnaire with your first visit.

19.2 Fernwood Freedom Pass will allow you to access and use the base membership of the Fernwood club. Any additional services can only be used at your home club. If you wish to partake in a service that is not at your home club, you will need to purchase these at that Fernwood club's prices. Base membership includes access to the gym floor & standard group fitness classes only.

19.3 If you use another Fernwood club a minimum of 8 times and this is more than you have visited your home club in any given 8 week period your membership will automatically be transferred to the club you have visited the most. Any membership transfer will be subject to paying the new club membership fees and any additional transfer safety and medical induction fees at your new chosen club as per clause 16 in our Terms & Conditions.

19.4 Our clubs do not offer split membership options.Members home club must be the club they visit the most.

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19.5 Paid in full and service only memberships do not have reciprocal rights membership privileges

20.0 MEMBER CONCERNS OR COMPLAINTS

20.1 If you wish to raise any concerns or complaints regarding our services or facilities, you should first address it with your Fernwood Home Club Manager. We will acknowledge receipt of your concern within 7 days.

20.2 Should you wish to escalate a concern or complaint, please do so by writing to Fernwood at the postal address below and provide any documentation relevant to your concern. In this communication, please quote your full name, your membership number, the details of your Fernwood Home Club, the concern that you have and how you would like to see the matter resolved.

Postal Address
FERNWOOD WOMEN'S HEALTH CLUBS
Membership Administration & Relations Department
Level 1, 49 Elizabeth Street, Richmond VIC 3121

20.3 If you are a member of a Fernwood Home Club that provides services in the Australian Capital Territory, you have the right to make complaints to the Health Services Commissioner under the Human Rights Commission Act 2005 (ACT).

20.4 If you have a complaint and it cannot be resolved by us, you have the right to have the complaint referred to the Fair Trading Commissioner in your relevant State or Territory in Australia.

20.5 If you have a complaint regarding the National Fitness Industry Code of Practice (see clause 33) please contact Fitness Australia https://fitness.org.au

21.0 BREACH OF THIS MEMBERSHIP AGREEMENT

21.1 You may cancel your membership at no charge if we are in fundamental breach of this Membership Agreement. Examples when you may cancel your membership for our fundamental breach are:
(a) when we have been unable to provide you with the facilities and services paid for, for a period of longer than 14 days without appropriate communication and without fair compensation such as deferring payments;or
(b) when we have materially breached this membership agreement and you have provided us with notice in writing of that breach and we have not taken reasonable steps within 14 days of receiving that notice to remedy the breach or provide fair compensation.

21.2 In addition to our other rights under this membership agreement, we may terminate your membership by written notice to you if you:
(a) fail to act in accordance with any obligation under this membership agreement and, if the failure is capable of remedy, you do not remedy the failure within 14 days of giving you written notice requiring you to doso;
(b) verbally or physically abuse other members or our staff;
(c) behave in a way that we consider, acting unreasonably, brings us or Fernwood into disrepute. This includes but is not limited to:
(i) inappropriate use of public websites/chat sites; or
(ii) conduct of illegal activities at a Fernwood Club, including theft and prohibited drug use; or
(d) materially breach the 24 Hours Access Rules.

22.0 RISK & LIABILITY

22.1 You acknowledge and understand that participation in activities within your membership require varying degrees of physical exertion and/or physical risk which may cause our death or personal injury.

22.2 ACL: The Australian Consumer Law (ACL) contained in the Competition and Consumer Act 2010 (Cth) (CCA) provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to you:
(a) are rendered with due care andskill;
(b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier; and **(c)** are supplied within a reasonable time (when no time is set).

22.3 Permitted exclusion: However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with any statutory guarantee.

22.4 In the previous sentence, "injury"means:
(a) physical or mental injury (including the aggravation, acceleration or recurrence of such aninjury);
(b) the contraction, aggravation or acceleration of a disease; or **(c)** the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct orstate of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community.

22.5 Reckless conduct: This exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA). State based notices (applicable to Victoria and South Australia only): If your Fernwood Home Club is in Victoria or South Australia, or you wish to use the facilities or services of a Fernwood Club in Victoria or South Australia, please refer to the attached ACL Exclusion Notice which contains complementary information about the statutory guarantees and the limitations that we are allowed to place on them. These are without prejudice to the

limitations contained in this clause. If you are a member of a Fernwood Home Club that is in South Australia. you must sign and date the ACL Exclusion Notice and provide it to your Fernwood Home Club before you participate in any activities at a Fernwood Club.

22.6 General exclusions: Please note that nothing in this membership agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise, and except as expressly included in this

membership agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this membership agreement. In particular, but subject to the preceding paragraph, we are not liable for: **(a)** negligence; or **(b)** breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in paragraph 22.7(a)above) in connection with or under this membership agreement, but to avoid doubt we do not exclude liability for our reckless conduct.

22.7 We take no responsibility for the loss of or damage to your personal belongings.

22.8 You agree to pay for any damage to the facilities of a Fernwood Club caused by you or your guests through a wilful act or negligence.

23.0 ASSIGNMENT OF RIGHTS

23.1 We may assign the rights to your membership or sub-contract our obligations under this membership agreement to a third party at any time and without notice to you (Change of Ownership). We will make sure that the transferee agrees to honour the terms of this membership agreement.

24.0 CHANGES TO THIS MEMBERSHIP AGREEMENT, OUR SERVICES & FACILITIES

24.1 You acknowledge that we may in our sole discretion from time to time alter: **(a)** our opening hours, group fitness timetable, facilities (including relocation), items of equipment or any of the products and services we offer or supply; or **(b)** our Pricelist and your membership fees that apply after any fixed term or minimum term with the exception of an interclub transfer as outlined in clause 16 of this document; or **(c)** our policies or rules (such as our Privacy Policy or Etiquette Policy). **(d)** make minor amendments to our membership terms and conditions. The most current version of the Fernwood Fitness Membership Terms and Conditions is available on https://www.fernwoodfitness.com.au/wp-content/uploads/2025/05/Fernwood_Terms_Conditions_2025__.pdf

24.2 We will prominently display the proposed change(s) at the facilities or on our website at least 60 days before the change if it relates to a change under clause 24.1(b), or at least 30 days if the change relates under clauses 24.1(a) or 24.1(c) (referred to as the notice of change). Your membership will be amended with effect from the effective date.

24.3 If we need to close temporarily for any reason, including but not limited to, renovation and/or building repairs and maintenance, we will place your membership on deferral where the closure is greater than 10 days in duration.

25.0 COOLING OFF

25.1 You may cancel your membership during the cooling off period without cause or reason.

25.2 Your cooling off period is 48 hours from the time of sign up and outlined in your membership details.

25.3 You must give us written notice of the cancellation of your membership within the cooling off period.

25.4 You must either: **(a)** deliver the notice in person or have it delivered to the Fernwood Home Club's registered or business address; or **(b)** post the notice to the Fernwood Home Club's registered or business address by certified mail.

25.5 A cooling off cancellation fee will be charged for cancelling your membership during the cooling off period. This fee is set out in your membership details.

25.6 We reserve the right to take the amount due on the first contracted debit date (as specified on your membership details) in the absence of payment being made by other means.

25.7 Any fees that are required to be refunded to you will be paid to you within 7 days after you have cancelled your membership. In determining the refund amount, we are entitled to deduct from any amount paid by you, the cooling off cancellation fee and a reasonable amount for any fitness products or services provided to you.

25.8 Unless agreed with your Fernwood Home Club otherwise, if you have used any Additional Services at your Fernwood Home Club during the first 48 hours of your membership, you must pay for each of those sessions attended at a price equivalent to the current casual visit rate at your Fernwood Home Club.

25.9 Any access fobs issued to you must be returned to your Fernwood Home Club in good condition as part of the cancellation process. Failure to return the fob may result in a deduction from any refund due or additional charges.

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26.0 CANCELLING YOUR MEMBERSHIP

26.1 Subject to clause 27, you may cancel your membership at any time using any of the methods of cancellation permitted by this clause 26.2 by providing us with the relevant notice period as specified in your membership agreement.

26.2 Methods of cancellation
(a) The preferred method is by visiting us and completing a cancellation form upon which you will be given your options regarding payment of relevant fees, a copy of the cancellation form and relevant payment receipts (if applicable). **(b)** You may cancel your membership in writing by email or by post addressed to us. You must retain a copy of your cancellation notice. **(c)** For the avoidance of doubt, you cannot cancel your membership verbally.

26.3 From the date your Home Club receives your written request to cancel your membership, two further direct debits are required plus a cancellation fee is applicable. You will be entitled to use the facilities and services of your Fernwood Home Club during the notice period. Please note, 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.

26.4 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 as part of your cancellation fees.

26.5 If you cancel your membership during a deferral period, the deferral period will end immediately (in line with scheduled direct debits) and the standard direct debit amount will apply along with the applicable notice period and cancellation fees.

26.6 If your membership is a fixed term or ongoing minimum term membership and you cancel your membership before the End Date or the Minimum Term End Date (as applicable), you must pay us a cancellation fee calculated in the manner specified in your membership details.

26.7 If you are cancelling for financial reasons, you should discuss with us an appropriate payment arrangement for all fees payable on cancellation, which can be implemented via your existing direct debit agreement.

26.8 On rare occasions your Fernwood Home Club may cancel your membership by written notice to you without the need to give a reason. If your membership is cancelled under this clause 26.8, you will only be liable for the fees for the time you were a member and any other fees for services already provided to you. No cancellation fee will apply and your Fernwood Home Club will refund your joining fee. You agree that this payment is your sole entitlement to compensation for cancellation of your membership under this clause 26.8.

27.0 CANCELLING YOUR MEMBERSHIP DUE TO PERMANENT SICKNESS OR PHYSICAL INCAPACITY

27.1 You may cancel your membership due to a permanent sickness or physical incapacity if you cannot exercise for a period of 12 months or longer provided that you give us: **(a)** written notice of cancellation; **(b)** completion of our permanent capacity declaration by a medical practitioner, as well as a medical certificate stating that you cannot use our services because of your permanent sickness or physical incapacity;and **(c)** any other supporting documentation to our reasonable satisfaction.

27.2 If we are satisfied that you are entitled to cancel your membership due to permanent sickness or physical incapacity, we will cancel your membership with immediate effect and waive any notice period and any cancellation fees or downgrade fees. An administration fee will be charged by your Home Club subject to the relevant laws in your state or territory

27.3 If you cancel due to incapacitation, a refund minus the administration fee will be given for paid and unused component sessions.

27.4 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 us. The date of cancellation will be the date that we receive the documentation outlined in clause 27.1.

27.5 In the event your membership was pre-paid, we will refund the unused portion of your membership fees to you less an associated administrative fee within 21 days of receiving written notice of cancellation in accordance with this clause 27.

27.6 In the event that you make payments or authorise payments to be made periodically under your membership, upon receipt of a cancellation notice, we will immediately inform our membership administrator (or the relevant accounts department) that the deductions cease as soon as possible.

28.0 CLAUSES RELATING SPECIFICALLY TO MEMBERSHIPS BEING PAID VIA DIRECT DEBIT

28.1 By nominating to pay via direct debit in your membership details you: **(a)** authorise us to deduct from your nominated credit or debit account all fees and other charges for which you may be responsible under this membership agreement; and **(b)** acknowledge and agree that you have read the Direct Debit Request Service Agreement (DDRS agreement) and agree with the terms and conditions governing the debit arrangements between you and us set out in those documents.

28.2 Membership fees are paid in advance for services.

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28.3 You will continue to be debited as per this membership agreement regardless of whether you are using our facilities or services or those of any other Fernwood Club at any given time.

28.4 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.

28.5 Where unsuccessful debits occur due to us not having received updated details within a sufficient timeframe, you will incur a rejection fee as per your membership details.

28.6 If your payment is unsuccessful for any reason, we will attempt to contact you. However, you acknowledge and agree that we are not required to successfully contact you before taking action. A reattempt will be made to recover the unsuccessful payment along with the applicable rejection fee. These actions will occur automatically in accordance with this membership agreement, regardless of whether contact with you is successful.

28.7 If we cannot recover the unsuccessful payment plus the rejection fee under clause 28.6, we will automatically add the amount to your next scheduled debit.

28.8 We collect, hold and use, information related to your commercial and consumer creditworthiness from Dun & Bradstreet (w: www.dnb.com.au/ e: pac.austral@dnb.com.au/ t: 1300 734 806) and Bill Chaser (w: www.billchaser.com.au/ e: support@billchaser.com.au/ t: 1300 224 273) and eCollect Pty Ltd (w: www.ecollect.com.au/ e: info@eCollect.com.au/ t: 1300 666 585), credit reporting bodies, for all purposes permitted by law. We also disclose information to them. This activity is conducted for the purpose of assessing your credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from you, and managing our credit relationship. Creditworthiness information includes information that is both positive (like payment information) and negative (like defaults or serious credit infringements that we may disclose to credit reporting bodies if you fail to pay us). Our privacy policy and the credit reporting body's privacy policy (see our websites) have more information on how we, and the credit reporting body, manage personal information, including creditworthiness information. The policies also include how you can access, correct, and make complaints about personal information, request that your information is not used for credit pre-screening, and request a ban on use of credit information where you have been a victim of fraud.

28.9 Debits that are unsuccessful may be transferred to one of our preferred debt collection agencies for collection. We reserve the right to cancel your membership and you will be responsible for the payment of outstanding membership direct debits, bank fees and cancellation charges. You will also be responsible for and pay us for all costs incurred by the us (including costs for which the we may be contingently liable) in any attempt to collect any monies owed by you to us under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/ client basis.

28.10 As a result of referral to our external collection agency, the details of your outstanding debt may be listed with a credit bureau.

28.11 In the event payments fall into arrears beyond 60 days of the original due date, upon failure to confirm receipt of the remaining balance in full, we reserve the right to report default for the remaining balance to a Credit Reporting Bureau. Such a default listing would remain on your personal credit file for up to five years, potentially inhibiting your ability to obtain future credit from other credit providers.

28.12 Should your membership be cancelled by us because of unsuccessful payments, and you wish to re-join a Fernwood Club, you must pay all outstanding fees out in full. You may be required to pay a joining fee before you are allowed to re-join as a member of the Fernwood Club.

28.13 Once periodic debit payments are initiated as per this membership agreement, no notice of the debits will be issued to you.

28.14 Receipts for direct debit payments made will be provided on request for periods of six or twelve months only.

28.15 If your membership fees are overdue, access to club facilities may be suspended until all outstanding payments are brought up to date.

29.0 INTELLECTUAL PROPERTY

No rights in relation to Fernwood's logo, trade marks or any other intellectual property rights associated with its business, techniques, exercise programs or classes are granted to you under this membership agreement, except that any exercise program created for you may be used while you are a member of a Fernwood Club for the purpose of your exercise activities.

30.0 SEVERABILITY & WAIVER

If a court finds that any part of any term of this membership agreement (including these Terms) is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this membership agreement. If we do not enforce our rights under this membership agreement at any time, it does not mean that we may not do so on future occasions.

31.0 APPLICABLE LAW

The law of the State/Territory where your Fernwood Home Club is located applies to this Membership Agreement.

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32.0 DEFINITIONS & INTERPRETATION

In these Terms, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

33.0 FORCE MAJEURE

Fernwood Women's Health Clubs will not be responsible for any delay in performing their obligations under these terms and conditions due to causes beyond reasonable control.

34.0 NATIONAL FITNESS INDUSTRY CODE OF PRACTICE

If you would like to view the National Fitness Industry Code of Practice please go to the Fitness Australia website- https://fitness.org.au

35.0 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.

36.0 CONSUMER PRICE INDEX (CPI)

Your contract when outside 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.

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TERMS & DEFINITIONS

TERM	DEFINITION
Additional Services	is defined in clause 10.
Fernwood	Fernwood Womens Health Clubs (Australia) Pty Ltd ACN 123 716 950.
Fernwood Club	means the owner and operator of any fitness club using the Fernwood brand and system, and includes Fernwood or any of its affiliates, and any independent business proprietor operating under franchise from Fernwood.
End Date	is defined in clause 6.2(a).
Etiquette Policy	means our Etiquette Policy as amended from time to time.
Fixed Term	means the fixed term commitment for a fixed term membership (see clause 6.2(a)).
Membership Term	means the period of your membership which is stated in this membership agreement.
Minimum Term	means the minimum term commitment for either an ongoing membership (see clause 6.3(a)) or a flexible membership (see 6.4(a)).
Minimum Term End Date	is defined in clause 6.3.
Our Pricelist	means our pricelist of your Fernwood Home Club that may change from time to time.
Our Privacy Policy	means our privacy policy as amended from time to time.
This membership agreement	means the agreement between you and us which arises when you submit your application for membership, and includes your membership details and these Terms.
Your membership details	are the details about your membership that we send to you after you submit your application for membership.
we, us	means your Fernwood Home Club.
you, your	means the person who is specified as the member in your membership details.
Your Fernwood Home Club	means the operator of the Fernwood Ultra Club specified in your membership details.

OUR MEMBERSHIP FEES & CHARGES

FEE TYPE	AMOUNT
No Show/Late Cancel Fee to classes	No show/late cancel fee pricing may vary depending on your home club
Onboarding	Please confirm with your home club for specified amount.
Downgrade Fee	**$100.00**
Transfer fee between members	**$90.00**
Administration fee to cancel due to permanent sickness or physical incapacity subject to the relevant laws in your state or territory	**$75.00**
Freeze fee	**$5.00 per week** (refer to clause 14.3)
Cooling off cancellation fee	**$50.00**
Cancellation Fees	18 Month Membership: **$300** 12 Month Membership: **$200** 6 Month Membership: **$100** 3 Month Membership: **$50** **Please note** – the cancellation fees specified above are in addition to the 2 further direct debits notice outlined in clause 26.3
Transfer to another club 24 hour access Pass	Please confirm with your home club for specified amount.
Third party collection agency debt recovery cost	**$120**
Rejection Fee *__Please note__ - this fee may change depending on your Fernwood home club.	**$15**

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

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