

## Welcome to Flex Fitness (“Flex”)

Before you sign this agreement, please take time to read these terms and conditions, which set out your rights and obligations. Only sign the agreement if you understand and agree to these conditions. If there is any discrepancy between what is outlined in this information and what you have been told at the club, these terms and conditions will prevail. You agree that you have been given a copy of this membership agreement and Flex's rules before you signed this agreement.

### Fees

“Administration Fee” means the fee for processing your membership;

“Joining Fee” means the initial fee for joining Flex;

“Late Fee” means the fee incurred if your Membership Fees are unpaid for greater than 30 days and where you have been informed of the unpaid fees and reasonable endeavours have been made by us to collect the unpaid fees;

“Membership Fee” means the fee for your access to use the facilities and services provided at Flex;

“Dishonour Fee” means the fee for processing a transaction that is dishonoured or declined by your bank, credit card or financial institution;

“Suspension Fee” means the fee for suspending your membership at your request;

“Termination Fee” means the fee for terminating this agreement other than during the cooling off period;

“Training Fee” means the Fee payable for any personal training packages tailored on your behalf;

“Unpaid Fees” means if you have used the facilities and services provided at Flex and you have not paid for this use these are the fees outstanding;

### What are your entitlements?

#### Cooling off period

Your cooling off period will end at the expiry of 48 hours from signing this agreement. If during the cooling off period, you wish to cancel your membership, then any Membership Fees and Joining Fees will be returned to you, upon request. In some cases, the Administration Fee will not be refunded. If the Administration Fee has not been received, payment will be required to allow completion of the termination. You may terminate your new membership by delivering written notice to Flex within the cooling off period.

### What are your obligations?

You agree to;

- pay all agreed and additional fees;
- inform us in writing if there is a risk to your health, or may be a risk to your health by you using FLEX fitness's facilities or services;
- ensure sufficient funds are available to cover your fee payment plan option on the day of the automatic debit of your bank account, or credit card (and where required for subsequent business days);
- advise us in advance if your bank (or credit card) account is going to be closed, or your details have changed;
- advise us in advance if there is a change in your credit card number or expiry date;
- inform Flex of any change of address, contact numbers, and any other information relevant to your membership;
- provide a written request and attend a meeting with management, should you wish to terminate your membership;
- show your membership key tag on each visit. If you are unable to produce your key tag you may be asked for photo identification;
- behave in a manner acceptable to Flex at all times;
- comply with Flex rules, and notices in club including using a clean towel and wearing suitable footwear and clothing;
- look after your personal items. Flex is not responsible for their safety or loss. Lockers provided are not security lockers, please keep all valuables with you whilst using the club;

### What are your responsibilities?

It is important to be aware that exercise can be physically demanding and that exercise and the equipment can be potentially dangerous.

As a result of signing this agreement you agree that:

- you use club facilities and participate in club activities at your own risk and responsibility;
- you will not use the facilities and services if you are not medically or emotionally fit enough to do so;
- Flex, its employees and agents are not responsible for

any injury or death caused to you or loss or damage caused to your property;

- you will not bring any claim against Flex, its employees or agents in the event that you sustain any personal injury or suffer any property damage or loss when at the club; and
- you will indemnify Flex for any liability, loss or damage that you or any other person suffers as a result of your misconduct, bad faith or negligence.

### What extra fees may be payable by you?

|   |       |
|---|-------|
| Administration Fee                          | \$30  |
| Late Fee                                    | \$50  |
| Dishonour Fee (charged by Ezidebit Pty Ltd) | \$8   |
| Replacement membership key tag              | \$5   |
| Suspension Fee (per fortnight)              | \$10  |
| Termination Fee                             | \$100 |

All costs and expenses incurred by Flex as a result of any default or breach by you of this agreement.

You must give at least 24 hours notice if you wish to cancel a scheduled training session. You will be liable to pay the fees associated with the training session as if you had attended it, if you do not provide adequate notice.

### What are Flex's obligations to you?

Flex must allow you to use the facilities and provide you the agreed services.

### Suspending Membership

A FLEX FITNESS membership with a term of longer than 6 months or continuous can be suspended / paused by the member. A membership can be suspended for a maximum of 2 months (8weeks) with a minimum of 2 weeks each calendar year. If you wish to suspend your membership and you have paid for the term of your membership with an upfront payment, no fee will apply. If you wish suspend your membership and you are on a direct debit plan, a \$10 per fortnight "Suspension" fee will apply. This amount is to be paid up-front, before the membership is suspended. Each suspended period must start and end on a fee payment day. Please note that a member must give FLEX FITNESS 2 week's notice in writing before a suspension can be processed.

Please note that all monies owing must be paid prior to a suspension request.

### Termination of this Agreement

You may terminate the Silver membership agreement by;

- completing a "CANCELLATION REQUEST" form (available from reception at FLEX) giving at least 2 weeks (14 days) notice to Flex Fitness. This can be done after the first 12 WEEKS of the membership – NOT BEFORE. You must then attend a meeting with a member of Flex Fitness Management before the cancellation / termination is approved.
- you cannot use Flex's facilities and services as a result of your own permanent illness or physical incapacitation. You will be required to provide a medical certificate stating that you cannot use the services because of your permanent illness or physical incapacitation and you attend a meeting with a member of Flex Fitness Management. The termination fee must be paid prior to the membership being cancelled.

If your membership has a fixed term (i.e.; twelve (12) months) your membership will continue beyond this term until a written request to terminate the membership has been received by Flex and you have attended a meeting with a member of the Flex Fitness Management to confirm the cancellation

### What are your obligations if you terminate this agreement?

If you terminate within the cooling-off period you will not be required to attend a meeting with a FLEX team member. You will be required to pay any unpaid fees as outlined in "Cooling off period" section.

If you terminate your membership as a result of permanent sickness or physical incapacity you must pay the unpaid fees from the start of this agreement to the date of termination and applicable Termination Fees.

If you terminate after the term of membership is completed you must pay the unpaid fees from the start of this agreement to the date of termination, inclusive of membership fees that apply for the required notice period (where applicable).

To ensure that your termination request can be completed, all membership fees must be up to date at the time of your termination request AND you must pay or make arrangements to pay the Termination Fee (where applicable).

Until these requirements are completed your termination request will not be finalised and your membership will

continue. Where your termination request is finalised by contacting Flex, we will give you a confirmation reference number.

Flex may terminate this agreement by providing written notice to you if;

- you fail to pay the agreed fees;
- you behave in an unacceptable manner in the opinion of Flex;
- you fail to comply with a reasonable request from Flex;
- the club is no longer available, safe, or to the required standard, in the opinion of Flex; or
- there is a risk to your health if you participate in the fitness services in the opinion of Flex.

In the case of unpaid fees Flex will allow seven (7) days notice from the written notification/reminder from Flex, for you to rectify the outstanding fees, before your membership is terminated.

### Changes to Conditions

Flex reserves the right to change these conditions at any time. Any changes that affect you and/or your membership will be provided to you in writing.

### Membership Fee Increase

Flex reserves the right at any time to increase the fees to be charged. We will make reasonable endeavours to provide one month notice to the most current address supplied by you. If membership fees are increased and reasonable endeavours to contact you have been made, you authorise Flex to increase your Membership Fees in line with the original authorisation on your membership agreement.

### Assignment

Flex may assign or transfer under this agreement all rights of Flex and of you without your consent.

- you may not assign or transfer under this agreement your rights of membership.

### Governing Law

This agreement is subject to the laws of Western Australia and subject to the jurisdiction of the courts of Western Australia.

### Contacting Flex

If you wish to discuss any aspect of your membership further, please contact FLEX Fitness at;

223 Wanneroo Road, Balcatta WA 6021  
Phone: 08 9349 9733 Fax: 08 9349 9755

Em: [admin@flexfitness.net.au](mailto:admin@flexfitness.net.au)

### Your Membership Term and Payment Plan Direct Debit

If you have nominated to be a Direct Debit Member you agree to the membership for the specified time (i.e.: 12 months, 6 months, 3 months or continuous) and for each Membership Fee payment (fortnightly) to be made by direct debit from your nominated bank account or credit card. After the term of your membership has lapsed (i.e.: 12 months etc.) – payments will continue until Flex is provided with a written request for termination of the stipulated membership. If you have chosen to terminate your membership and have met the requirements approved by Flex Management, or Flex has terminated your membership – payments will be ceased. You may choose to make advance payments of your membership Fees; however account details are still required.

### Ezidebit Pty Ltd Australia Service Agreement

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable this direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three

(3) business days depending on the financial institution. Accordingly, I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if;

1. there is a public or bank holiday on the day of the debit, or any day after the debit date.
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland.
3. a payment request is received after normal Ezidebit cut off times, being 4:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payment upon receiving instructions from the Business if the agreed variations.

I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/We will contact the Business if I/We wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/We agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt a re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

### Credit Card Payments;

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at [www.ezidebit.com.au](http://www.ezidebit.com.au)

I/We acknowledge that the Credit Card Fees are a minimum of the Transaction Fee or Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We authorise.

- a) Ezidebit to verify details of my/our account with my/our financial institution, and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details

I acknowledge the terms and conditions of this document.

Members Signature:

Staff Signature: