

TERMS AND CONDITIONS

1. **HOME STUDIO:** Your Home Studio is the TotalFusion studio that you initially join. Home club membership only allows you access to your home club. All Foundation memberships are Home Club only. Reciprocal memberships are available upon application and will be at an additional cost.
2. **MEMBER'S RIGHT TO CANCEL:** You may cancel your FusionFlex membership by providing 28 days notice after completing 60 days of membership. You may cancel your Fusion, TotalFusion & Platinum membership to finish at the end of your contract period 6months (6 months is equivalent to 13 payments) with the giving of 28 days notice, if you do not give notice on your Fusion, TotalFusion & Platinum membership it will continue on a month to month basis until such time as you decide to finish. For the purposes of any requirements in this agreement, TotalFusion will accept notification from the membership owner by completion of our online cancellation form. The link to this form can be requested at Reception. You must pay membership fees for the notice period even if you do not use the studio after providing the notice of cancellation.
3. **OTHER WAYS THAT A MEMBERSHIP CAN END:** You may also cancel a membership where: (when no cancellation fee will apply) TotalFusion makes changes to this agreement that adversely affects you; you become entitled to do so under consumer legislation; you become subject to medical incapacity; you relocate where there is no TotalFusion studio within 20km radius (when a cancellation fee may apply) or simply wish to cancel for any other reason.
 1. **IF TOTALFUSION DOESN'T KEEP IT'S END OF THE DEAL:** You can cancel your membership by written notice if TotalFusion breaches any of its obligations under this agreement and has not remedied that breach within a reasonable time after you have given notice to TotalFusion a written request to do so. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by TotalFusion breach, the administration fee, membership fees for the time you have been a member calculated on a pro-rata basis and any outstanding fees for other services already supplied to you.
 2. **YOU CAN CANCEL FOR MEDICAL REASONS:** You can end your membership by telling us in writing if you cannot exercise for the remainder of the Minimum Term due to an illness or a physical incapacity and you produce supporting documentation to our reasonable satisfaction. In that event, you will only be charged the administration fee, membership fees for the time you have been a member calculated on a pro-rata basis and any outstanding fees for other services already supplied to you. You will be required to give 28 days notice to cancel your membership.
 3. **YOU CAN CANCEL WITH PROOF OF RELOCATION REASONS:** You can end your membership by telling us in writing if you move away from the area and the closest TotalFusion is not within a 20km radius and you produce supporting documentation to our reasonable satisfaction. In that event, you will only be charged the administration fee, membership fees for the time you have been a member calculated on a pro-rata basis and any outstanding fees for other services already supplied to you. You will be required to give 28 days notice to cancel your membership.
1. **TRANSFER MEMBERSHIP TO ANOTHER PERSON:** Membership transfers do not apply to any of our 6 month membership (6 months is equivalent to 13 payments) or Flexible term. The following applies to 12 month agreements only; TotalFusion will consider any request to transfer your membership and may agree to the transfer at our reasonable choosing subject to satisfaction of reasonable eligibility conditions eg. Westfield membership must be transferred to another Westfield employee, and your payment of the transfer fee. TotalFusion will not charge you a cancellation fee if TotalFusion agree to a transfer to someone who is not currently a member and they have paid our standard administration fee of \$50. If the membership is being transferred to a past TotalFusion member it is non transferable until they have been a non member for 3 months before the transfer can take place.

2. **TRANSFER MEMBERSHIP TO ANOTHER TOTALFUSION STUDIO:** TotalFusion will consider any request to transfer your membership to another TotalFusion studio and may agree to the transfer at our reasonable choosing subject to satisfaction of reasonable eligibility conditions and your payment of the 28 days notice to transfer. TotalFusion will not charge you a cancellation fee if TotalFusion agree to a transfer to your membership to another TotalFusion studio and have paid the required 28 days notice.
3. **IF YOUR MEMBERSHIP IS NO LONGER CONVENIENT:** You can end your membership during the Minimum Term with 28 days notice by telling your TotalFusion home studio in writing via our online cancellation form requested at reception. You may be required to provide proof of cancellation request. TotalFusion understands that circumstances change. In any case if your membership ends during the minimum term under this paragraph, you will be liable for the administration fee, membership fees for the time you were a member calculated on a pro-rata basis, any outstanding fees for other services already supplied to you and, except as mentioned above, the cancellation fee for Minimum Term or Pre-Paid Memberships. The cancellation fee applied will be calculated at 50% of the monthly fees remaining after the notice period. If a refund is applicable - All refunds will be by direct deposit into a nominated account – there are no cash refunds.
4. **WHEN CAN TOTALFUSION END YOUR MEMBERSHIP:** In addition to any other rights that TotalFusion has under this agreement, TotalFusion can terminate your membership by written notice to you if you fail to act in accordance with any obligation under this agreement or that is considered lawfully correct and if capable of remedy you do not remedy the failure within a reasonable time of us giving you written notice requiring you do so. However, TotalFusion will not seek to end your membership in this way if you have failed to make a payment and TotalFusion are also in breach of a material condition of this agreement. If TotalFusion cancel this agreement under this paragraph you will be liable for the administration fee, membership fees for the time you were a member, the cancellation fee and any other fees payable for further fitness services already supplied. On rare occasions TotalFusion may cancel a membership by written notice to the member without the need to give a reason. If TotalFusion cancels your membership under this paragraph you will only be liable for the membership fees for the time you were a member and any other fees for other services already provided. No cancellation fee will apply and TotalFusion will refund your administration fee together with the sum of \$50, you agree that this payment is your sole entitlement to compensation for cancellation of your membership under this paragraph.

4. **MINIMUM TERM:** For Fusion Flex month to month memberships this term is 60 days. For pre-paid or Minimum Term memberships (Fusion, Total Fusion, Platinum), this period is the period specified in the membership plan i.e. 6 month (6 months is equivalent to 13 payments).

5. **MONTH-TO-MONTH or MINIMUM TERM MEMBERSHIP:** This agreement is a legally binding obligation for which you are financially responsible. You agree that, if you fail to pay when a payment is due, you must immediately pay the amount owing. This is an ongoing membership agreement.

6. **PRE-PAID MEMBERSHIP:** You understand that Account / credit card details and photo ID must be provided as a security. The early cancellation fee for this membership is 50% of the fees that have been paid calculated on a pro-rata basis. All refunds will be by direct deposit into the nominated account – there are no cash refunds.

7. **COOLING OFF PERIOD -**

A) **Foundation Memberships -** The cooling off period starts if the member enters into the agreement before the studio opens (1) if the studio opens on a new opening day and the studio has not opened when the studio notifies the member of the new opening day - on that day. The cooling off period ends 7 consecutive days after the studio officially opens.

B) **Normal Trade (Operational Studios)** If you change your mind shortly after applying for membership, you may have an opportunity to cancel. You will need to let TotalFusion know in writing or in person within the time specified in the details for it to be effective. TotalFusion will charge an administration fee of \$75 or 10% (whichever is lesser) of fees still to be paid and fair amounts for fitness services TotalFusion have already provided if you exercised your right to cancel within 48 hours. All refunds will be by direct deposit into a nominated account – there are no cash refunds.

8. MEMBERSHIP FREEZE. you have the right to freeze your membership for up to three months annually, during which time you will be charged \$10 per fortnight instead of your standard membership fees. If you elect to freeze your membership, you cannot cancel your membership during the “freeze” period.

9. TERMINATION FOR CAUSE BY THE STUDIO OWNER. The Owner may, at its option, terminate your membership if (1) you fail to make payments or any payments or fees are late, (2) the monthly EFT payments or membership fees are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (3) you fail to follow any membership policies or club rules or violate any part of this agreement, or (4) your conduct is improper and harmful to the best interest of the Studio or its members or (5) you fail to provide doctor’s approval for exercising if so requested. Termination is effective on the date a written notice to your last known address. You are liable for all financial obligations until that date. The Owner also reserves the right to terminate your membership for any reason not stated above and if not prohibited by law. If your membership is terminated, you will receive a termination notice and a refund of any unused Minimum Term or Pre-paid membership fees.

10. PHYSICAL CONDITION AND NO MEDICAL ADVICE. You represent that you are in good physical condition and have no undisclosed medical reason or impairment that might prevent you from your intended use of the facilities. You acknowledge that you have been informed the Studio that you have no contraindications to exercise. You understand and acknowledge that the Owner and TotalFusion Pty Ltd will not, and cannot, provide you with any medical advice. If you have any health or medical concerns now or after you join the studio, you will discuss them with your doctor before using the participating in our classes. Heated exercise is not recommended for pregnant women, children, the elderly , haemophiliacs or anyone who is predisposed to bleeding or impaired sweating. You must advise the Studio Owner or TotalFusion of any situation that alters any previous disclosure that you have made in relation to your health and your use of the facilities.

11. DAMAGED, LOST OR STOLEN PROPERTY. You are solely responsible for any damage that you may cause to TotalFusion, its facilities, services, products or equipment, if such damage is caused by a wilful act and/or negligence. While all care is taken the owner and TotalFusion are not responsible for any of your personal property that is damaged, lost or stolen while in or around the studio location

12. GUESTS. You may bring a Guest to try a class at our studio’s. Guests must sign the Guest Waiver before using the studio location. The Studio reserves the right to charge a fee to guests who are not local residents or who visit repeatedly without joining.

13. USE OF OTHER TOTALFUSION STUDIOS. Your home membership allows you access to your home studio only. You can choose to have an all studio access membership and in this event you will have access to our other locations. Your home club will remain the same.

14. ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS. You assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near the Studio location or any other TotalFusion location. In the event that you are injured while on TotalFusion property or during a TotalFusion-sponsored event, you will hold harmless the Studio Owner, TotalFusion and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. You acknowledge there is possible danger connected with any physical activity (including the dangers of physical injury and death) and knowingly and voluntarily waive your right to make a legal or equitable claim of any sort against the Owner or TotalFusion. and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. This assumption of risk and waiver of liability applies to your family members, successors, heirs and assigns.

15. DISCLOSURE OF YOUR PHYSICAL CONDITION. The provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to TotalFusion all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility TotalFusion provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use TotalFusion facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from

any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

16. **MINIMUM AGE:** Generally all membership holders of TotalFusion must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the membership agreement and acknowledgment of indemnity waiver.

Minors aged under 16 must comply with the following restrictions:

(1) Access allowed when supervision of parent or guardian is available; (2) The member health form must be completed by a parent or guardian and the child.

17. **PERSONAL EMAIL ADDRESS.** You must provide your personal email address as a primary contact method and in order to activate or access certain TotalFusion Products or services. You also will receive occasional emails from TotalFusion updating you on your membership benefits. However, you will always have the option to opt-out from receiving these updates by replying and requesting to be unsubscribed.

18. **PRIVACY STATEMENT. THE TOTALFUSION PRIVACY POLICY:** From when a member applies for membership, TotalFusion will have access to personal information about them, such as information relating to their health and nuances. TotalFusion will protect this information and only use, disclose or deal with this information in accordance with its Privacy Policy. The latest version of the Privacy Policy is available on our website. Video monitoring: TotalFusion 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 our facilities please contact TotalFusion.

19. **PLEASE KEEP CONTACT DETAILS UP TO DATE:** You must tell TotalFusion promptly if you change your address, phone number, email, bank account, credit card information for payment or if there is a change to any other personal information relevant to your membership with TotalFusion. This includes any matters that affect the health or safety of yourself or others.

20. **DDR SERVICE AGREEMENT.**

You 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"). You 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 you have with the Business. You acknowledge that the debit amount will be debited from your account according to the terms and conditions of your 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. You acknowledge that the credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and you will contact your financial institution if you are uncertain of the accuracy of these details.

You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the 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, you 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, you agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either your or the Businesses financial institution. You 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. you authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by you and the Business as provided for within your agreement with the Business. you authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. you do not require Ezidebit to notify you of such variations to the debit amount.

You 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.

You acknowledge that you will contact the Business if you wish to alter or defer any of the debit arrangements.

You acknowledge that any request by you to stop or cancel the debit arrangements will be directed to the Business.

You 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 your agreement with the Business agree to pay those fees and charges to Ezidebit. You appoint Ezidebit as your exclusive agent with regard to the control, management and protection of your personal information (relating to the Business and contained in this DDR Service Agreement).

You irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deem necessary) to protect your personal information, including (but not limited to) prohibiting the release to or access by third parties without consent. You hereby irrevocably authorise, direct and instruct any third party who holds/stores keeps your personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit upon written request.

CREDIT CARD PAYMENTS

You acknowledge that "Ezidebit" will appear as the merchant for all payments from your credit card.

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

You authorise: a) Ezidebit to verify details of your account with your Financial institution; and b) your Financial institution to release information allowing Ezidebit to verify your account details

End of DDR Service Agreement.

18. GENERAL

All memberships, except for pre-paid memberships, are an ongoing membership agreement that will continue until either you or TotalFusion terminates it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or TotalFusion cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debt arrangement in a manner not described in the agreement, then you may be liable to TotalFusion for damages for breach of contract. TotalFusion will respond to its receipt of a written notice to cancel a membership within 7 working days.