

## TERMS AND CONDITIONS - As of 28th February 2020

**1. HOME STUDIO:** Your Home Studio is the TotalFusion studio that you initially joined. 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. MEMBERSHIP ENTITLEMENTS:** Membership at TotalFusion entitles you to:

- Participate in normally scheduled classes as many times as you wish in a given period in, subject to any restrictions in your membership type relating to club access. However please note additional fees may apply for specific programs or challenges including, but not limited to; Recovery/wellness centre access, Private sessions and Small Group Training.
- Where applicable use of exercise equipment located on the gym floor and cardiovascular training areas.
- There are variations in the facilities and services provided at different TotalFusion clubs. To ascertain exactly what a particular Club provides in addition to the above entitlements, please enquire at the Club directly. There may be additional fees charged to access these facilities and services.
- TotalFusion reserves the right to make changes to:
  - exercise equipment supplied in any of its Clubs at any time
  - or the Studio timetable at any time (i.e. alter class type, times and instructors).

**3. MEMBER'S RIGHT TO CANCEL:** You may cancel your membership after completing the minimum term stated in your contract by providing a paid and active 30 days notice. You may set your membership to finish at the end of your minimum term by providing notice of intent at least 30 days prior to the end of your contract. All payments that fall within the 30 days notice period must be finalised in full and if you do not give notice in writing to your home studio your membership will continue on a month to month basis after your minimum term has elapsed until such time written notice is given. For the purposes of any requirements in this agreement, TotalFusion will accept notification from the membership owner by contacting in writing to the home studio. You must pay all membership fees up until and for the notice period even if you do not use the studio before/after providing notice of cancellation.

**4. OTHER WAYS THAT A MEMBERSHIP CAN END:** You may also cancel a membership where: 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 a 20km radius or transferring your membership to a non-member, other studio or simply wish to cancel for any other reason. These may be subject to cancellation fees and notice periods.

**a. YOU CAN CANCEL FOR MEDICAL REASONS:** You can cancel due to medical reasons by requesting in writing to your home studio and providing a medical certificate stating you cannot exercise for the remainder of the Minimum Term due to an illness or a physical incapacity. This is subject to TotalFusion's reasonable satisfaction and in that event you will only be charged a paid/active 30 day notice period, \$75 medical cancellation fee, the administration fee, membership fees for the time you have been a member and any outstanding fees for other

services already supplied to you.

**b. YOU CAN CANCEL WITH PROOF OF RELOCATION REASONS:** You can end your membership by telling us in writing to your home studio if you move away from the area and the closest TotalFusion is not within a 20km radius. You must produce supporting documentation to our reasonable satisfaction and in that event you will only be charged a paid/active 30 day notice period, \$75 relocation cancellation fee, the administration fee, membership fees for the time you have been a member and any outstanding fees for other services already supplied to you.

**C. TRANSFER MEMBERSHIP TO ANOTHER PERSON:** Membership transfers do not apply to any of our 6 month memberships (6 months is equivalent to 13 payments) or Flexible term memberships (equivalent to 60 days). 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 the satisfaction of reasonable eligibility conditions eg. Membership must be within the minimum term period. TotalFusion will not charge you a cancellation fee if TotalFusion agrees to a transfer to someone who is not currently a member and they have paid our standard administration fee of \$99. If the membership is being transferred to a past TotalFusion member it is non transferable until they have been a non member for at least 3 months.

**D. 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 the satisfaction of reasonable eligibility conditions eg. proof of relocation closer to another TotalFusion studio. TotalFusion will not charge you a cancellation fee if TotalFusion agree to a transfer of your membership to another TotalFusion studio and all transfers approved will require a \$99 administration fee and be subject to that particular studios current price points and minimum term periods.

**E. IF YOUR MEMBERSHIP IS NO LONGER CONVENIENT:** You can choose to end your membership during the Minimum Term in writing to your home studio. TotalFusion understands that circumstances change and in any case that 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, any outstanding fees for other services already supplied to you a paid/active 30 days notice period and a cancellation fee for Minimum Term. The cancellation fee applied will be calculated at 50% of the fees remaining after completion of the 30 days notice.

**F. WHEN CAN TOTALFUSION END YOUR MEMBERSHIP:** TotalFusion reserves the right to terminate this membership agreement in any of the following circumstances:

You fail to abide by any reasonable conditions of entry subject to TotalFusion's satisfaction.

You fail to abide by the obligations listed in this agreement.

If TotalFusion reasonably believes that you have engaged in inappropriate conduct.

The temporary or permanent closure of the club where a suitable replacement club is not available for the membership to transfer.

To protect the health and safety of you or other members.

5. SPECIAL CONDITIONS: If there are special conditions or benefits relating to your membership type, these will be attached to your membership agreement. If your membership entitles you to Free Time, you will not be charged your weekly fees for use of the club during the specified period of Free Time.

6. 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. 12 months is equivalent to 26 fortnightly payments, 6 months is equivalent to 13 fortnightly payments.

7. 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. All memberships are ongoing agreements.

8. PRE-PAID MEMBERSHIP: You understand that Account / credit card details and photo ID must be provided as a security when pre-paying for a membership. The early cancellation fee for this membership is 50% of the fees that have been paid after a 30 days paid/active notice period is given. All refunds will be by direct deposit into the nominated account – there are no cash refunds.

9. COOLING OFF PERIOD - A) Foundation Memberships (New Studio) - The cooling off period ends at Close of Business Seven (7) consecutive days after the studio officially opens. B) Normal Trade (Operational Studios) A 48 hours cool off applies for all memberships. This period starts on the date you signed for your membership and within that time you may have an opportunity to cancel. You will need to let TotalFusion know in writing within the cooling off period to do so. TotalFusion will charge an administration fee of \$99 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 the cooling off period. Any refund of membership will be by direct deposit into a nominated account – there are no cash refunds.

10. 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 and all membership freezes do not count towards the minimum term period.

11. OVERDUE FEES AND REVOCATION OF MEMBERSHIP ENTITLEMENTS: Membership fees are debited on a fortnightly basis from the start date of the agreement. Should a membership fall into arrears TotalFusion has the right to recover that debit before the next scheduled fortnightly debit unless otherwise paid at the home studio. TotalFusion has the right to revoke access to any membership that falls into arrears.

12. MEMBERSHIP FEE INCREASE: After your minimum term has expired your membership fees may be subject to a yearly CPI (Consumer Price Index) or maximum of 4% increase. You will be given a minimum notice of 2 weeks prior to any change.

13. MEMBERSHIP LATE CANCEL FEES: TotalFusion reserves the right to charge a late cancellation or no show fee for any class of TotalFusion's choosing. This will be charged at \$20 per occasion on top of membership fees two (2) business days after late cancellation/no show. TotalFusion will notify you in writing of the charge with the date and time of class. The cut off for early cancellation of a class is Six (6) hours and TotalFusion will only charge this amount should the class be deemed 'in high demand' or have 'limited spaces'.

**14. 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 by 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.

**15. 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

**16. 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. TotalFusion All Club Access memberships cover access to all studios open and running at the time of signing up. Upgrade costs/charges may be applicable to access new studios opening in the future.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.