

ENTITLEMENTS AND OBLIGATIONS

- As a member of Freedom Health and Fitness you are entitled, during the membership term to use all the club facilities;
- The Member agrees to pay all fees payable under your membership and any other fees for products or services you agree to purchase periodically. The Member must comply with the rules and regulations of the club which may be amended at any time.
- The Member must adhere to the NO TOWEL NO WORKOUT policy. It is also an health and safety requirement that ENCLOSED FOOTWEAR MUST BE WORN whilst occupying the gym floor. Management also highly recommend that The Member carry water with them during the course of their workout, and have provided a water station for your convenience.
- The Member must advise the club immediately if during the term of your membership you believe that there is a risk to your health by participating in any of the activities offered under your membership.

ANTI BULLYING POLICY

Freedom Health and Fitness WILL NOT tolerate bullying or intimidation of fellow members or team members of any kind. Management reserves the right to revoke any membership effectively immediately if they believe that the wellbeing of others is compromised. Bullying that is including but not limited to deliberate rudeness, gossip, SMS, phone, and social media (i.e. Facebook) is NOT acceptable at our facility, and all members should be supportive and respectful of each and everyone's journey.

MEDIA RELEASE

Freedom Health and Fitness from time to time may capture digital images in the form of photography and film for inspirational marketing and real life. By becoming a member at Freedom Health and Fitness, you are also permitting us to use material that you may appear in. If you do not wish to appear in published media, please inform Freedom Leaders at the time of signing and complete a 'Non-Participation in Media Release' form.

PERIODIC DEBITS – ONGOING DD MEMBERSHIPS

If your membership is paid by periodic debits, this is an ongoing contract which will continue in force until terminated by you or the Centre in accordance with these Terms and Conditions. Where automatic debit arrangements are in place, fees will continue to be debited until this contract is terminated by completing an "Application for Membership Termination" form.

COOLING OFF PERIOD

The Member may terminate this agreement during the cooling-off period by completing an Application for Membership Termination form. The cooling-off period is 48 hours from the date and time of signing this agreement, after which all monies paid are NON-REFUNDABLE.

If you terminate your membership agreement during the cooling-off period, A seventy-five (\$75) dollar Administration Fee plus any fees not paid for fitness services is payable to the club prior to the membership being terminated. All other monies paid by the Member will be refunded within 21 days from the date of termination.

MEMBERSHIP TERMINATION

If you cancel your membership after the cooling-off period and your Membership Fees are paid by direct debit, you must provide 30 days written notice by completing an Application for Membership Termination Form.

MEMBERSHIP TERMINATION BY FREEDOM HEALTH AND FITNESS

If you are in breach of these Terms and Conditions or the Club Rules, the Freedom Health and Fitness reserves the right to terminate your Membership agreement without notice.

MEMBERSHIP VARIATION

We require 14 days notice to action any change of information attached to the membership and a completed and signed 'Membership Variation Form'. Changes may include but not limited to updating personal details, bank details, emergency contact information, etc. You are at liberty to upgrade or downgrade your membership at Freedom Health and Fitness a completed 'Request to Upgrade/Downgrade Form' as well as any other paperwork required to process this request. All forms are available at Reception.

MEMBERSHIP SUSPENSION

The Member may suspend membership by completing a "Request for Membership Suspension" form. Membership Suspensions will incur a fee of \$3 per week, \$6 per fortnight or \$12 per month. The direct debits payments will stop / be reduced by the suspension period and continue at the normal rate after your suspension time. You must give a minimum of 14 days notice to change set direct debit payments, alternatively, you can still suspend your membership, however the actual period your membership is suspended may not match exactly when your direct debits are put on hold however the time frame for both will be the same. Freedom Members may suspend for a maximum of 4 weeks. Optimum Members have unlimited suspension.

AMMENDMENTS TO SERVICES AND FACILITIES

The Centre reserves the right to alter, suspend or cancel opening hours, class times, facilities, equipment, pricing or any of their products or services offered or provided at their sole discretion and without notice.

PERSONAL TRANING Where the member is participating in Personal Trang at our club, the following stipulations apply: I agree to advise my personal trainer of any medical conditions, injuries or medications prior to my training session;

- I agree to participate in a personal training program at my own risk and I will not hold Freedom Health and Fitness liable for any personal injury or loss of property;

- I understand that Personal Trang Sessions are non refundable
- I understand that sessions cancelled within 12 hours of the scheduled appointment time will be charged at the full session rate;
- If my regular Personal Trainer is unavailable, I will be appointed with a replacement trainer;

If my Personal Trang Session is cancelled by Freedom Health and Fitness or my Personal Trainer within 12 hours of the scheduled time, I will be given a free personal training session

RELEASE AND INDEMNITY

- You indemnify Freedom Health and Fitness, its directors, officers, employees, members, contractors, representatives and assigns against:
 - ✓ All losses if incurred; and
 - ✓ All liabilities if incurred; and
 - ✓ All costs actually payable by Freedom Health and Fitness, its directors, officers, employees, members, contractors, representatives and assigns to its own legal representatives (whether or not under a costs agreement) and other expenses incurred in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with your express or implied obligations under this membership agreement.
- You release Freedom Health and Fitness Centre, its directors, officers, employees, members, contractors, representatives and assigns for or by reason or in respect of:
 - ✓ Any breach or alleged breach of its obligations under this membership agreement;
 - ✓ Any professional liability, negligence or general liability.
- Freedom Health and Fitness Centre takes no responsibility for your personal belongings. You are responsible for your own belongings whilst at Freedom Health and Fitness Centre.

ELECTRONIC ACCESS

Members are required to scan in at EVERY visit with their access tag at the main entrance. In the instance that the member is visiting outside of reception hours, this will also unlock the door for entry. Any member supplying access to a non member to this facility will be charged a \$200 fee for every breach. Freedom Health and Fitness reserves the right to terminate your Membership agreement after three breaches have occurred. Misuse of the 'Emergency Buttons' will incur a \$200 for every breach. A replacement tag will incur an additional fee of \$29.

INFLATION AND FINANCIAL TRENDS

Freedom Health and Fitness reserve the right to apply price increases to existing memberships in alignment with the general trend of economic inflation. Price increases of 2.5% annually may be applied to this membership at any time throughout a 12 month period.

USE OF ILLICIT, ILLEGAL AND OR BANNED SUBSTANCES

Any member found using or supplying any other members of Freedom Health and Fitness with illicit, illegal and or banned substances i.e. steroids, will immediately have their membership terminated accompanied by a lifetime ban, and will be reported to the police. Any person found soliciting other members from Freedom Health and Fitness to participate in illicit, illegal and or banned drug use will also have their membership terminated, accompanied by a lifetime ban and will also be reported to the police. Any member found in possession or suspected of possession of illicit, illegal and or banned substances will be reported to the police immediately and have their membership acted on accordingly as above.

DON'T USE, OR BRING DRUGS INTO OUR HEALTH FACILITY!