

FIT FOR CHANGE PTY LTD MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is made between The Provider (“Fit For Change Pty Ltd”) and the Member (“You”). By signing up to this Membership, you acknowledge that you have read, understood, and agree to be bound by the terms below.

1. DEFINITIONS

- 1.1 **“Training Services”** means outdoor fitness sessions, classes, and related activities provided by Fit For Change Pty Ltd.
- 1.2 **“Minimum Term”** means the minimum membership period stated in your membership form (2 weeks)
- 1.3 **“Stripe”** means the third-party billing provider authorised to debit membership fees.

2. COMMENCEMENT & ELIGIBILITY

2.1 Agreement Start

This Agreement commences when you sign it and the Provider accepts it.

2.2 Age Requirements

- (a) Minimum age for membership is **13 years**.
- (b) Ages **13–15** require parent/guardian consent.
- (c) Ages **16–17** require co-signature from parent/guardian.

3. FEES & PAYMENT

3.1 Stripe

You authorise Debit Success to debit all membership fees from your nominated account. You must ensure sufficient funds and maintain valid payment details.

3.2 Failed Payments

If a payment fails, your access may be suspended until all outstanding amounts are paid. Late fees and debt-collection costs may apply.

3.3 Fee Adjustments

Fees may increase after the Minimum Term with at least 28 days’ notice.

3.4 Refunds

Members are not entitled to a refund for non-use of contract.

Class passes are non-refundable but are transferrable

3.5 Expiry dates

Class passes will expire as follows:

- (a) 10 class pass expires 5 months after purchase date

3.6 Family discounts

Members living in the same household who are on a **standard membership**, are eligible to receive 10% off their fortnightly payments. This is not applicable for those on any other membership type or casual visit pass.

4. MEMBERSHIP FREEZE & CANCELLATION

4.1 Standard Freeze

You may freeze your membership for a minimum of **1 fortnight**.

4.2 Notice for Freezes

You must give 5 working days’ notice for any freezes. Freezes cannot be backdated.

4.3 Cancellation

You may cancel with **5 days’ written notice**. Fees remain payable during the notice period.

4.4 Pro rata

Debit Success will charge membership payments on a fortnightly billing cycle. If your membership start date does not align with the billing cycle, the system will charge a Pro Rata fee until the next billing cycle.

5. HEALTH & SAFETY

5.1 Health Warranty

You warrant that you are medically fit to participate in outdoor exercise and understand the risks associated with outdoor training. You warrant that you are medically sound and you will use our facilities at your sole risk and responsibility.”

5.2 Medical Advice

The Provider's staff are not medically trained. You must seek professional advice if unsure about your ability to exercise safely. You must obtain a medical certificate from a medical professional if you have any of the following:

- (a) If you have a heart condition or have suffered a stroke.
- (b) If you experience chest pain at rest or during physical activity
- (c) If you feel dizzy or lose balance during physical exercise.
- (d) If you have had an asthma attack requiring medical attention any time over the last 12 months.
- (e) If you are a diabetic (type 1 or 2) and you've had any trouble controlling your blood sugar in the last 3 months.
- (f) If you have any other conditions that may require special consideration for you to exercise.

5.3 Illness & Injury

You must not attend training if you have a contagious illness, open wounds, or any condition that may pose a risk to others.

6. CONDUCT & USE OF FACILITIES

6.1 Behaviour Standards

You must behave respectfully and safely. The Provider may immediately terminate your membership for harassment, unsafe conduct, drug use, or other serious breaches.

6.2 Equipment Use

You must use outdoor equipment safely and follow all instructions. You are liable for damage caused by negligence.

6.3 Personal Belongings

The Provider is not responsible for loss, theft, or damage to personal items.

7. PRIVACY

7.1 Collection & Use

The Provider collects personal and sensitive information in accordance with the Privacy Act 1988.

7.2 Disclosure

Sensitive information is not disclosed without consent except where required by law.

8. FEEDBACK & DISPUTE RESOLUTION

8.1 Feedback

You may provide feedback in person to Alyssa or online via email, Facebook or Instagram direct message.

8.2 Complaints

Complaints will be managed through the Provider's formal complaints process consistent with Consumer Affairs guidelines.

9. GENERAL

9.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties.

9.2 Amendments

The Provider may amend these terms with 14 days' notice.

9.3 Governing Law

This Agreement is governed by the laws of the State of NSW

9.4 Rights of the Provider

Fit For Change Pty Ltd. has the right to cancel any Training Services for any reason and this will be communicated to you with at least **14 days notice**.