

## **FIERCE FITNESS FACTORY TERMS / CONDITIONS 2017**

1. I understand that the minimum term for my Membership is 13 x payments (approx. 6 months) (unless specified otherwise) and I am unable to cancel the Membership until after the 13th payment has been made.

2. I understand that my debit will continue past the minimum term specified in this agreement until I give Fierce Fitness Factory relevant notice (1 x fortnight) of my intent to end my Membership.

3. The Membership fees are paid in advance each fortnight, by direct debit from a bank account or Credit Card.

We will debit your fortnightly fees from your nominated account on every second Monday as shown on your membership form.

- These debit dates are pre-set for all members

- if one falls on a public holiday, we will debit your account on the previous business day (usually the Friday prior)

4. Your first payment will be your regular fortnightly amount plus a prorated amount which is calculated from the day after your membership starts until the date of the first fortnightly payment.

5. A setup fee of \$5.50 will be added to your first payment only.

There is a \$1.95 administration fee which is payable each fortnight with your Membership fees.

6. If using a VISA or MASTERCARD, there is an additional charge of 1.6%. If using AMEX there is an additional charge of 3.5%

7. You must make sure:

- there is enough money in your account on the payment day

- you tell us if you are transferring or closing your account, at least 3 days prior to your next debit

- you tell us about any changes to your credit card, such as its expiry date or number, at least 3 days prior to your next debit

8. You can freeze your membership for 1 or more fortnights if required. The freeze will only start and end on a direct debit date period. If you are still within your minimum contract term of 13 x payments, the duration of the freeze will not be included as part of completing those minimum payments.

We cannot backdate a freeze on your account, you must request the freeze up to 3 days prior to the required date commencement of the freeze.

9. If you need to cancel your membership before the minimum term of 13 x payments and a freeze is not suitable;

- you can pay a \$200 cancellation fee

- we can continue to debit your membership on a fortnightly basis until the end of the 13 x

payments, or

- we can charge you the remaining membership amount in one or more lump sums. This can be discussed with Administration.

We can cancel your membership with 1 x fortnights notice if:

- you are sick or incapacitated (you must show supporting documentation from a medical professional)

- you are bankrupt (you must show supporting documentation)

We request that all cancellations are put in writing by email to [info@fiercefitness.net.au](mailto:info@fiercefitness.net.au)

10. You have signed (or will sign) an Indemnity Form and each time you attend Classes at Fierce Fitness Factory you promise us that you will be:

- in good physical condition

- and you know of no medical or other reason why you cannot participate in physical activity

11. **PRIVACY:** We will only use the information you have provided us to process your membership and effectively provide you with our services. Your information will not be shared with or be discussed by anyone outside of the Business.

Occasionally we may take pictures or videos of the Gym and it is possible that you will appear in the background. By signing these Terms and Conditions, you allow us to use your image in Promotional or Business related material. If you do not wish for this to happen, please notify us after submitting this form and we will respect your privacy.