# Welcome to FiftyFitness GET FIT OUTDOORS Maintenance!

I'm very excited to be helping you with your fitness. Below is our membership agreement for your records. Please get in touch if you have any questions. I look forward to seeing you at the park. Cheers, Kate :)

FiftyFitness	ABN 75391610970	kate@fiftyfitness.com.au	
Catherine Carmel Rowen trading as FiftyFitness			

## Membership Agreement – GET FIT OUTDOORS Maintenance

By commencing payment, you agree to the following terms and conditions.

#### Agreement summary

FiftyFitness agrees to provide the service for the membership option stated above, which is ONE group outdoor exercise session per week. The agreement is ongoing after an initial term of 3 months from the date of commencement. The agreement is subject to a cooling off period described below. Membership of FiftyFitness is restricted to people over the age of 18 years.

# Cooling off period

This agreement is subject to a 7-day cooling off period from the date of commencement. You may cancel your membership with immediate effect during that time. FiftyFitness may charge a fee equivalent to the cost of any sessions you undertake during the cooling off period.

# Payments

The monthly fee is \$90. Monthly membership payments are facilitated through a recurring payment system (ezidebit), their <u>service agreement may be viewed here</u>. Except for failed payment fees, all ezidebit transaction fees and charges are absorbed by FiftyFitness.

## Term of agreement and termination

After an initial term of 3 months, this agreement is ongoing and continues until terminated. Members can terminate at any time after the initial term through written notice of their intention to <u>kate@fiftyfitness.com.au</u>. Recurring payments will cease after the termination date.

## Cancellation with immediate effect

Membership can be terminated with immediate effect with a medical certificate stating that the member has a permanent illness or physical incapacity and can no longer use FiftyFitness services. In these cases, any unused portion of monthly membership will be refunded within 7 days of cancellation.

### Cancellation for any reason

You can terminate your membership agreement for any reason at any time after the initial term by providing 14 days of notice in writing to <u>kate@fiftyfitness.com.au</u>. FiftyFitness will respond to the notice within 7 days confirming the date of termination and advising the amount of any refund applicable or final payment required.

# Cancellation by FiftyFitness

FiftyFitness reserves the right to terminate this agreement if you provide false or misleading information, act unlawfully, or otherwise breach this agreement. Threatening or abusive behaviour towards FiftyFitness trainers and other members will not be tolerated and may result in termination of your membership agreement.

#### Outdoor sessions

FiftyFitness outdoor sessions take place all year through all seasons and weather conditions. Locations have been selected to provide some shelter, but you may have to exercise in rainy and windy conditions. If a session must be cancelled due to dangerous weather conditions or other reasons, FiftyFitness may schedule an alternative session or apply the missed session policy below as appropriate.

#### Missed sessions

FiftyFitness has a schedule of group outdoor training sessions. You must have a regular session booking and attend that session. You can change your session booking online through the PTminder app or contacting FiftyFitness. If you cannot attend a regular group outdoor session you can attend an alternative session to make it up. Any missed sessions not made up within the following month are forfeited. For example, sessions missed in January must be made up by the end of February or forfeited.

#### Membership suspension

If you must miss your exercise sessions for one week, the missed session policy above will be applied where possible. If you are going away or unable to train for a period of more than one week, your membership can be

suspended. Send details of your membership suspension request by email to FiftyFitness. Suspensions will be administered by altering your next monthly payment by the appropriate amount.

# Complaints

FiftyFitness must make every reasonable effort to resolve member complaints about our service in a fair and timely manner. Complaints may be lodged in writing to <u>kate@fiftyfitness.com.au</u> and FiftyFitness will acknowledge receipt and keep a record of the complaint. If the member is not satisfied with the action taken to address their complaint, they may contact the registration body (<u>AUSactive</u>) or <u>Consumer Protection</u>. Copies of the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA) will be provided to members on request.

# **Rights and obligations**

- 1. I agree to undertake pre-exercise screening and disclose health and wellbeing information relevant to the design of my exercise programs.
- 2. FiftyFitness agrees to keep my recorded information secure and confidential, only disclosing relevant details to health professionals if necessary and with my written permission.
- 3. I agree to participate in fitness training sessions following pre-exercise screening, with FiftyFitness to provide programs including endurance and resistance training using bodyweight, weights, bands, and various fitness equipment.
- 4. FiftyFitness agrees to work within their scope of practice and undertake continuing professional education.
- 5. I may request information from FiftyFitness about their qualifications and professional registration, and FiftyFitness must comply with the request in writing.
- 6. FiftyFitness trainers will always act lawfully and treat me respectfully and I agree to interact in the same manner towards other members and trainers.
- 7. I understand that FiftyFitness always prioritises my health and safety but accept the risks that may arise through increased physical activity and exercising outdoors. These risks may include: i) I may die or be physically or mentally injured. ii) My personal property may be lost or damaged. iii) Other people may cause me injury or damage my property. iv) I may cause injury to other people or damage their property. v) The conditions in which the activities are conducted may vary without warning.

# Welcome to FiftyFitness GET FIT OUTDOORS Momentum!

I'm very excited to be helping you with your fitness. Below is our membership agreement for your records. Please get in touch if you have any questions. I look forward to seeing you at the park. Cheers, Kate :)

FiftyFitness	ABN 75391610970	kate@fiftyfitness.com.au		
Catherine Carmel Rowen trading as FiftyFitness				

## Membership Agreement – GET FIT OUTDOORS Momentum

By commencing payment, you agree to the following terms and conditions.

#### Agreement summary

FiftyFitness agrees to provide the service for the membership option stated above, which is TWO group outdoor exercise sessions per week. The agreement is ongoing after an initial term of 3 months from the date of commencement. The agreement is subject to a cooling off period described below. Membership of FiftyFitness is restricted to people over the age of 18 years.

# Cooling off period

This agreement is subject to a 7-day cooling off period from the date of commencement. You may cancel your membership with immediate effect during that time. FiftyFitness may charge a fee equivalent to the cost of any sessions you undertake during the cooling off period.

# Payments

The monthly fee is \$150. Monthly membership payments are facilitated through a recurring payment system (ezidebit), their <u>service agreement may be viewed here</u>. Except for failed payment fees, all ezidebit transaction fees and charges are absorbed by FiftyFitness.

## Term of agreement and termination

After an initial term of 3 months, this agreement is ongoing and continues until terminated. Members can terminate at any time after the initial term through written notice of their intention to <u>kate@fiftyfitness.com.au</u>. Recurring payments will cease after the termination date.

## Cancellation with immediate effect

Membership can be terminated with immediate effect with a medical certificate stating that the member has a permanent illness or physical incapacity and can no longer use FiftyFitness services. In these cases, any unused portion of monthly membership will be refunded within 7 days of cancellation.

### Cancellation for any reason

You can terminate your membership agreement for any reason at any time after the initial term by providing 14 days of notice in writing to <u>kate@fiftyfitness.com.au</u>. FiftyFitness will respond to the notice within 7 days confirming the date of termination and advising the amount of any refund applicable or final payment required.

# Cancellation by FiftyFitness

FiftyFitness reserves the right to terminate this agreement if you provide false or misleading information, act unlawfully, or otherwise breach this agreement. Threatening or abusive behaviour towards FiftyFitness trainers and other members will not be tolerated and may result in termination of your membership agreement.

#### Outdoor sessions

FiftyFitness outdoor sessions take place all year through all seasons and weather conditions. Locations have been selected to provide some shelter, but you may have to exercise in rainy and windy conditions. If a session must be cancelled due to dangerous weather conditions or other reasons, FiftyFitness may schedule an alternative session or apply the missed session policy below as appropriate.

#### Missed sessions

FiftyFitness has a schedule of group outdoor training sessions. You must have a regular session booking and attend that session. You can change your session booking online through the PTminder app or contacting FiftyFitness. If you cannot attend a regular group outdoor session you can attend an alternative session to make it up. Any missed sessions not made up within the following month are forfeited. For example, sessions missed in January must be made up by the end of February or forfeited.

#### Membership suspension

If you must miss your exercise sessions for one week, the missed session policy above will be applied where possible. If you are going away or unable to train for a period of more than one week, your membership can be

suspended. Send details of your membership suspension request by email to FiftyFitness. Suspensions will be administered by altering your next monthly payment by the appropriate amount.

# Complaints

FiftyFitness must make every reasonable effort to resolve member complaints about our service in a fair and timely manner. Complaints may be lodged in writing to <u>kate@fiftyfitness.com.au</u> and FiftyFitness will acknowledge receipt and keep a record of the complaint. If the member is not satisfied with the action taken to address their complaint, they may contact the registration body (<u>AUSactive</u>) or <u>Consumer Protection</u>. Copies of the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA) will be provided to members on request.

# **Rights and obligations**

- 8. I agree to undertake pre-exercise screening and disclose health and wellbeing information relevant to the design of my exercise programs.
- 9. FiftyFitness agrees to keep my recorded information secure and confidential, only disclosing relevant details to health professionals if necessary and with my written permission.
- 10. I agree to participate in fitness training sessions following pre-exercise screening, with FiftyFitness to provide programs including endurance and resistance training using bodyweight, weights, bands, and various fitness equipment.
- 11. FiftyFitness agrees to work within their scope of practice and undertake continuing professional education.
- 12. I may request information from FiftyFitness about their qualifications and professional registration, and FiftyFitness must comply with the request in writing.
- 13. FiftyFitness trainers will always act lawfully and treat me respectfully and I agree to interact in the same manner towards other members and trainers.
- 14. I understand that FiftyFitness always prioritises my health and safety but accept the risks that may arise through increased physical activity and exercising outdoors. These risks may include: i) I may die or be physically or mentally injured. ii) My personal property may be lost or damaged. iii) Other people may cause me injury or damage my property. iv) I may cause injury to other people or damage their property. v) The conditions in which the activities are conducted may vary without warning.

# Welcome to FiftyFitness GET FIT OUTDOORS Accelerator!

I'm very excited to be helping you with your fitness. Below is our membership agreement for your records. Please get in touch if you have any questions. I look forward to seeing you at the park. Cheers, Kate :)

FiftyFitness	ABN 75391610970	kate@fiftyfitness.com.au		
Catherine Carmel Rowen trading as FiftyFitness				

# Membership Agreement – GET FIT OUTDOORS Accelerator

By commencing payment, you agree to the following terms and conditions.

### Agreement summary

FiftyFitness agrees to provide the service for the membership option stated above, which is UNLIMITED group outdoor exercise sessions per week. The agreement is ongoing after an initial term of 3 months from the date of commencement. The agreement is subject to a cooling off period described below. Membership of FiftyFitness is restricted to people over the age of 18 years.

## Cooling off period

This agreement is subject to a 7-day cooling off period from the date of commencement. You may cancel your membership with immediate effect during that time. FiftyFitness may charge a fee equivalent to the cost of any sessions you undertake during the cooling off period.

# Payments

The monthly fee is \$195. Monthly membership payments are facilitated through a recurring payment system (ezidebit), their <u>service agreement may be viewed here</u>. Except for failed payment fees, all ezidebit transaction fees and charges are absorbed by FiftyFitness.

# Term of agreement and termination

After an initial term of 3 months, this agreement is ongoing and continues until terminated. Members can terminate at any time after the initial term through written notice of their intention to <u>kate@fiftyfitness.com.au</u>. Recurring payments will cease after the termination date.

# Cancellation with immediate effect

Membership can be terminated with immediate effect with a medical certificate stating that the member has a permanent illness or physical incapacity and can no longer use FiftyFitness services. In these cases, any unused portion of monthly membership will be refunded within 7 days of cancellation.

### Cancellation for any reason

You can terminate your membership agreement for any reason at any time after the initial term by providing 14 days of notice in writing to <u>kate@fiftyfitness.com.au</u>. FiftyFitness will respond to the notice within 7 days confirming the date of termination and advising the amount of any refund applicable or final payment required.

# Cancellation by FiftyFitness

FiftyFitness reserves the right to terminate this agreement if you provide false or misleading information, act unlawfully, or otherwise breach this agreement. Threatening or abusive behaviour towards FiftyFitness trainers and other members will not be tolerated and may result in termination of your membership agreement.

# Outdoor sessions

FiftyFitness outdoor sessions take place all year through all seasons and weather conditions. Locations have been selected to provide some shelter, but you may have to exercise in rainy and windy conditions. If a session must be cancelled due to dangerous weather conditions or other reasons, FiftyFitness may schedule an alternative session or apply the missed session policy below as appropriate.

#### Missed sessions

FiftyFitness has a schedule of group outdoor training sessions. You must have a regular session booking and attend that session. You can change your session booking online through the PTminder app or contacting FiftyFitness. If you cannot attend a regular group outdoor session you can attend an alternative session to make it up. Any missed sessions not made up within the following month are forfeited. For example, sessions missed in January must be made up by the end of February or forfeited.

## Membership suspension

If you must miss your exercise sessions for one week, the missed session policy above will be applied where possible. If you are going away or unable to train for a period of more than one week, your membership can be

suspended. Send details of your membership suspension request by email to FiftyFitness. Suspensions will be administered by altering your next monthly payment by the appropriate amount.

# Complaints

FiftyFitness must make every reasonable effort to resolve member complaints about our service in a fair and timely manner. Complaints may be lodged in writing to <u>kate@fiftyfitness.com.au</u> and FiftyFitness will acknowledge receipt and keep a record of the complaint. If the member is not satisfied with the action taken to address their complaint, they may contact the registration body (<u>AUSactive</u>) or <u>Consumer Protection</u>. Copies of the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA) will be provided to members on request.

# **Rights and obligations**

- 15. I agree to undertake pre-exercise screening and disclose health and wellbeing information relevant to the design of my exercise programs.
- 16. FiftyFitness agrees to keep my recorded information secure and confidential, only disclosing relevant details to health professionals if necessary and with my written permission.
- 17. I agree to participate in fitness training sessions following pre-exercise screening, with FiftyFitness to provide programs including endurance and resistance training using bodyweight, weights, bands, and various fitness equipment.
- 18. FiftyFitness agrees to work within their scope of practice and undertake continuing professional education.
- 19. I may request information from FiftyFitness about their qualifications and professional registration, and FiftyFitness must comply with the request in writing.
- 20. FiftyFitness trainers will always act lawfully and treat me respectfully and I agree to interact in the same manner towards other members and trainers.
- 21. I understand that FiftyFitness always prioritises my health and safety but accept the risks that may arise through increased physical activity and exercising outdoors. These risks may include: i) I may die or be physically or mentally injured. ii) My personal property may be lost or damaged. iii) Other people may cause me injury or damage my property. iv) I may cause injury to other people or damage their property. v) The conditions in which the activities are conducted may vary without warning.