

**THIS IS AN IMPORTANT DOCUMENT—Please read it carefully**

*Thank you for becoming a FIRM Fitness member.*

With any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through this booklet carefully to avoid any confusion. It is important that the terms of the contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the Centre or over the telephone, the terms in this booklet will prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have five days after formation of a contract to rectify any miscalculation reflected within the Application and Contract and you, as the member, have a seven day cooling off period whereby you may cancel the Application and Contract on written notice. Please refer to Paragraph 12 (Cooling Off Period).

**The booklet is broken up into the following sections:**

**Part A.** Sets out the process for becoming a member and the formation of a Contract, and the terms and conditions of your membership.

**Part B.** Sets out the key rules at the Centre. Please also refer to other signage and handouts.

**Part C.** Sets out the Direct Debit arrangements regarding payment of your membership and their fees. It forms part of your Membership Application and Contract.

**Part D.** Sets out the Privacy Statement and Acknowledgement.

You should read this document carefully before you agree to become a member of FIRM Fitness and keep it in a safe place to refer back to from time to time. ***Note: If, after agreeing to become a member of FIRM Fitness, you decide you do not wish to proceed, please refer to Paragraph 12 (Cooling Off Period).***

If you do not understand something in this booklet, please ask the FIRM Fitness Manager, or call 02 4423 4334. They will be happy to assist you.

Please be advised that these Membership Terms, Conditions and Rules may change from time to time. We will make an effort to contact you in advance as defined in Paragraph 22 (Change of Rules/ Operations). ***Note: the most up to date Terms and Conditions Booklet and Rules will always prevail and will be available at the Centre.***

## DEFINITIONS

In these Membership Terms and Conditions the following definitions apply:

<i>FIRM Fitness, Company, we, us, our</i>	means The FIRM Fitness Centre
<i>You, your</i>	means the member of The FIRM Fitness Centre
<i>The Centre, Centre</i>	means The FIRM Fitness Centre
<i>Contract , Agreement, Application</i>	means the Application and Contract between The FIRM Fitness Centre and you under which you will become a member of The FIRM Fitness Centre
<i>Minimum Term</i>	means the term specified in the Application and Contract form
<i>Rules</i>	means the rules regulating the operation of equipment, opening hours, behaviour in the Centre specified in signage and handouts

## MEMBERSHIP CATEGORIES

**LIFESTYLE (LIFES).** Is a minimum of 13 full fortnightly (or six monthly) payments and cannot be cancelled during this period except as outlined in Paragraphs 12 or 13. Thereafter the contract will continue to run on a fortnight to fortnight (or month to month) basis until cancelled in accordance with Paragraph 14. ***Note: As outlined in paragraph 20, reduced payment options like Time Hold, pro-rata fees etc are not classified as a full payment.*** This membership also allows limited access to complimentary towel hire [maximum one towel per visit], quarterly program reviews and monthly weight assessments.

**QUICKSTART (QIK).** Is a minimum of 26 full fortnightly (or 12 monthly) payments and cannot be cancelled during this period except as outlined in Paragraphs 12 or 13. Thereafter the contract will continue to run on a fortnight to fortnight (or month to month) basis until cancelled in accordance with Paragraph 14. ***Note: As outlined in paragraph 20, reduced payment options like Time Hold, pro-rata fees etc are not classified as a full payment.***

## Part A

### MEMBERSHIP TERMS

**1. CONTRACT FORMATION.** A contract arises between us once the Contract has been signed and we accept the Contract. This Contract will be governed by NSW laws.

**2. ACCEPTANCE BY FIRM FITNESS OF THIS CONTRACT.** It is important that the terms of the Contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the Centre or over the telephone, the terms in this booklet will prevail unless a staff member acknowledges discussion. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have five days after formation of a Contract to rectify any miscalculation reflected within the Application and Agreement.

**3. CENTRE ETIQUETTE.** You must comply with the Rules. You must ensure you read, understand and abide by the Rules outlined for the Centre in both signage and handouts.

**4. MEMBERSHIP ENTITLEMENT.** Your membership entitles you to use the Centre in accordance with these terms and the rules of the Centre. Your obligations are not dependent on the amount of times you utilise the Centre. As a member you are entitled to use the facilities of the Centre only during the specified times. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these Membership Terms and subject to law. Refer to paragraphs 12 to 16.

**5. MINIMUM AGE.** Membership is limited to persons who are at least 14 years of age (unless medical clearance is given). All members who are less than 16 years of age must be supervised by an adult when using the Centre's facilities. If under the age of 16 years, a parent or guardian must complete the Parental Consent form and Pre-Exercise Questionnaire on behalf of the member. If under 18 years old, we may specify certain programmes, classes and activities where children may participate without adult supervision and which may be subject to additional fees due to any additional supervision requirements imposed on us by law.

You must be at least 16 years of age to participate in weight-based group exercise or resistance training and it is highly recommended that a programme is paid for to develop a suitable programme for the individual under the age of 18 years of age.

**6. ACCESS TO CENTRE.** You are required to be issued with an Access Card when joining and have your photo attached to your account via our digital membership tracking system. Entry to the Centre without a valid Access Card or digital photo is

at our discretion (photo ID will be expected). You must not loan your Access Card or permit its use by anyone other than you. Any member involved in the transference of their Access Card may have their membership cancelled and may be prohibited from rejoining the gym. Your Access Card remains our property and should be returned to the Centre on termination. Replacement cards sold at a nominal charge (currently \$5.00).

**7. CONSEQUENCES OF MISCONDUCT.** We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for serious inappropriate behaviour that is threatening or harassing, and includes damaging equipment in the Centre and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. Warnings for any breach of these Membership Terms and Conditions or failure to comply with Centre Rules or acting unreasonably will result in a first warning. Should a second warning be required, then immediate cancellation of your membership will be made.

**8. PAYMENT OF FEES.** All continuous memberships are paid fortnightly (or monthly) in advance. All merchant fees associated with credit card payments will be recovered from your nominated credit card account (if applicable). If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you. (Please see the discussion relating to late fees outlined in paragraph 11). We will use reasonable endeavours to give written notice to the most current address you have supplied at least one fortnight prior to this occurring. Notice may also be given via telephone or face to face. *Note: should we debit an account where we have no authority, we agree to refund these debits plus any overdrawn charges proven to this debits fault.*

**9. ADMIN FEE.** Is a fee used for all set up costs of a new or renewing membership. This fee is non refundable, even if you choose to cancel your membership in your Cooling Off period. *Note: the amount is outlined on the front of your Membership Contract.*

#### **10. PRE-PAID MEMBERSHIP**

**UP-FRONT MEMBERSHIPS.** As an alternative to a continuous direct debit membership you may choose to purchase a 1, 3 or 6 month upfront membership. If you choose one of these options and wish to renew it, in order to avoid the imposition of a joining fee upon renewal of your membership, you must renew it before it expires or during the one month 'Roll Over' period. Upon membership renewal you will be charged the current membership rate.

**ROLL OVER PERIOD.** You have a 'Roll Over' period of one month commencing on the date a Contract expires. If you wish to utilise this period to restore your

membership you will not incur an administration fee. Your restored membership will be on the membership terms current at the time.

**11. MONEY OUTSTANDING/NO ACCOUNT DETAILS.** If any amount payable for your membership is not paid on the due date, access to the Centre will be suspended until such time as payments are up to date (late fees of up to \$35.00 per transaction, as outlined by your relevant bank, and recovery costs of up to \$50 may be charged). Any monies outstanding for other services in the Centre e.g. Personal Training late fees may be automatically deducted from the supplied account/credit card details if not paid at the Centre. ***Note: we will not allow you access until full direct debit details are provided.***

**12. COOLING OFF PERIOD.** You have a 'Cooling Off' period of seven days commencing on the date a Contract is formed. If you wish to utilise this period to cancel your membership, you are required to tell us in writing that you want to cancel your membership during your Cooling Off Period. We will cancel your Contract and refund to you your initial payment less the administration fee. After the Cooling Off Period ends, if you wish to terminate/cancel the Contract, you must pay certain fees to us. The particular amount of fees payable varies depending upon the reason that you are terminating the Contract. Please refer to the following cancellation provisions outlined for full details in relation to your right to cancel your membership and the fees payable in those circumstances.

### **13. CANCELLATION/TERMINATION WITHIN MINIMUM TERM**

You can cancel your membership prior to the expiry of the Minimum Term if you become subject to medical incapacity, if you relocate to an area not within 40km of the Centre, become bankrupt or if we make changes to the Contract which adversely affect you (refer to Paragraph 15). For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction (in the case of medical reasons, by a qualified medical practitioner certifying that you are sick or incapacitated from undertaking any exercise regime for a period of 12 months or the remaining term of your membership, whichever is the LONGER and in the case of relocation, by an agent or employer certifying your relocation). In either of these cases, if you are not on a Family membership type you may choose to transfer your Membership Contract to someone you introduce to the Centre and who has not been a member of FIRM Fitness for a minimum period of three months (relevant fees will apply). In this case the departure fee will be waived. If you do not choose this option, a departure fee will be charged depending on the number of fortnights/months left on the contract. Please refer below.

***CANCELLATION 'DEPARTURE FEE'*** (this may be waived in special circumstances e.g. bankruptcy and permanent sickness or incapacity): This fee allows cancellation of your contract within the minimum term period and is only offered for the

reasons outlined above. For the remaining time of: 4-12 weeks \$100, 13-26 weeks \$150, 27-40 weeks \$170 and 41-52 weeks \$200 will be payable.

If you wish to cancel for any other reason, you may do so by paying the remainder of your contract out (departure fee). This is calculated by multiplying your fortnightly/monthly fee outlined on your contract times the number of fortnights/months left on your minimum term. This total is to be paid on request of the cancellation.

**14. CANCELLATION ON OR AFTER THE MINIMUM TERM.** You can cancel your membership on or after the minimum term if you give us two full fortnights (one month) notice. Your termination notice must be in writing and delivered to the Centre. You cannot claim a Membership Time Hold and skip the notice period. To be clear, a Time Hold is not available during your notice period. Where either of us terminates your membership any fees that you have not paid (for example, if you had not paid for the previous fortnight) will need to be paid or we may take action to recover the outstanding payments.

**15. CANCELLATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS.** You may end your contract at any time by giving the relevant notice outlined in the paragraph previous to this if we change or add to these Membership Terms and Conditions, Centre Rules or Centre services and facilities or if we are going to change the membership fees applicable to your membership which adversely affects you. Proof to this effect may be requested. Where we are in breach of our obligations under your contract and we have not remedied that breach within a reasonable time after you have brought it to our attention in writing, you can end your contract at any time by giving us the relevant notice outlined in the paragraph previous to this. No fees will be applicable in these cases.

**16. REFUNDS.** You have a 'Cooling Off' period which commences on the date the contract is formed and will end seven full days after this period where you will be refunded your initial payment less the administration fee - if you decide you do not wish to proceed with your membership application. This request must be made in writing within this period. After this period you are not eligible for any refund of money which you have paid to us for any reason. Should you pre-pay for a programme; a refund will be granted if the programme is cancelled or if you can show, with supporting medical evidence that the programme will cause you physical harm or result in physical injury to you or as otherwise required by law.

**17. MEMBERSHIP FEE INCREASE.** We reserve the right at any time, after the minimum period on a contract, to increase the fees to be charged, and will use reasonable endeavours to give written notice to the most current address you have supplied at least 30 days prior to this occurring. You will be taken to have received notices sent to your latest address given to us on the second business day after we

post them. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise the FIRM Fitness to increase any direct debits to your credit card or bank account which you have authorised upon joining (or on a separate date - whichever the most current) accordingly.

**18. CHANGE IN GST RATE.** All fees payable under the contract are "GST inclusive". If the rate at which GST is charged changes then the fees payable under the contract will increase or decrease by the amount by which GST increases or decreases. This increase or decrease will occur even if you are within your minimum term.

**19. DEFERRED PAYMENTS.** Where joining fees or other fees have been deferred (as shown on your membership agreement), you hereby authorise us to increase direct debits to your credit card or bank account which you have authorised accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full.

**20. TIME HOLD.** Membership Time Hold is available to all Direct Debit and Upfront Lifestyle memberships. A minimum of two weeks Time Hold is available for Fortnightly Direct Debit and Upfront Lifestyle to a maximum of 12 weeks per calendar year with a fee of \$10 for each fortnight. A minimum of one month Time Hold is available for Monthly Direct Debit to a maximum of three months per calendar year with a fee of \$20 for each month. For Direct Debit memberships Time Hold periods must commence and end on a day that your membership fees are payable. Additional periods (no longer than 16 fortnights or four months) are available for travel or medical reasons upon production of supporting documentation to our reasonable satisfaction. Time Holds may be applied for in writing, and must be handed in/advised to us at least 14 days prior to the commencement of the Time Hold. ***NOTE: No pro-rata of direct debits will be done; the debit will only be frozen for the direct debit/s that falls within the Time Hold period. For Up Front Quickstart memberships Time Hold is not available.***

**21. OPERATING HOURS.** The Centre's operating hours may differ and are available upon request at the Centre, visiting [www.firmfitness.com.au](http://www.firmfitness.com.au) or by calling the Centre on (02) 4423 4334.

**22. CHANGE OF RULES/OPERATIONS.** We cannot guarantee that we will not need to add to, change or remove rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by the Centre from time to time. Any such additions, deletions or changes will be notified to you through either the newsletter/magazine published from time to time by us and/or notice in the Centre or to your last known address in writing or by phone with at least 30 days notice. If at any time the Centre's operations or services are temporarily or

permanently suspended for any reason, we may (subject to availability) by written notice to you offer either complimentary Time Hold or you may cancel your membership as outlined in paragraph 15. Subject to any applicable law, you won't have any other claim against us if this happens. ***NOTE: We won't use this right to vary the terms of any special offer which applies to you unless within the five day period after signing where a miscalculation has occurred.***

**23. COMPLAINTS & FEEDBACK.** We see both complaints and feedback as gifts. We will endeavour at all times to assist you with any concerns you may have. To do this both effectively and efficiently, management may contact you within a week (where possible) to discuss or resolve.

**24. CHANGE OF DETAILS.** You must keep us informed of any change of address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership.

**25. GUIDANCE.** If you believe that there is a risk to your health by participating in any of the fitness activities offered at the Centre, you must inform us in writing of that risk and give full details of the risk. You will update your details and let us know if your medical condition changes after you join us. We may, at our discretion, deny your membership application until you receive medical clearance from your doctor to proceed with an exercise program at the Centre and/or until you have received advice as to an appropriate exercise program. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

**26. RISK WARNING.** It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided in the Centre, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult one of FIRM Fitness's Registered Exercise Professionals.

**27. RESPONSIBILITY FOR DAMAGE.** You are responsible for any damage which you or your guest may cause to the Centre facilities, if such damage is caused by your wilful act or negligence.

**28. IMAGE.** By signing this Contract you consent to us using any or all Photos, Videos or Films either taken individually or groups can be used by FIRM Fitness Centre or its Associates and Agents for Promotional purposes.

**29. YOUR PHYSICAL CONDITION.** You promise and represent on the date of the Contract, and repeat such promise and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or

physical condition. FIRM Fitness staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your or your guest's ability to engage in active or passive exercise. You shall not use any the Centre's facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst 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.

**30. CLAIMS.** From time to time we may have to close the Centre for refurbishment. If the Centre is closed for more than two days for these reasons, you may, without charge freeze your membership for the period of closure of the Centre. You cannot seek any reduction in your membership fees because the Centre is closed either for renovations or on a public holiday. Please refer to Paragraph 15 for a discussion outlining the circumstances under which membership may be cancelled on the basis of a breach of FIRM Fitness's obligations.

**31. UNENFORCEABLE CLAUSES.** Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions. ***NOTE: The Contract will be subject to Australian Law and the Courts of Australia will have jurisdiction over any disputes in relation to it.***

## **32. YOUR SAFETY AND PROPERTY**

**1. WARNING.** We give you warning that, whilst on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, incorrect use of equipment, incorrect technique, collision with equipment or other members.

**2. RELEASE AND INDEMNITY.** In consideration of FIRM Fitness accepting your application for membership of the Centre, and for you becoming and remaining a Member of the Centre, you agree that FIRM Fitness shall not be liable for any loss, damage or theft of any property belonging to, or brought onto the Centre's premises by you or your guest, occurring on said premises except where caused by gross negligence of FIRM Fitness. Also that FIRM Fitness shall not be liable for any death, personal injury or illness as a result of the use of facilities and/or equipment provided by FIRM Fitness, except to the extent that such death, personal injury or illness arises from the gross negligence of FIRM Fitness.

## Part B

### RULES OF THE CENTRE

**AMENDING THE RULES.** You understand that the FIRM Fitness Centre reserves the right to amend or add to these conditions and to adopt new conditions as it may deem necessary for the proper management of the Fitness Centre and the business, and you will be bound by any changes.

**LOCKERS.** Lockers are provided for use whilst exercising & will be cleared daily once the Centre is closed. Please be advised that the lockers provided are not security lockers and therefore we request all valuable items are carried. Whilst care is taken to safeguard locker contents, thefts can occur. Please be aware that we do not accept responsibility for any loss or damage to property that occurs as a result of unknown persons breaking into lockers or where items are not placed in lockers. When using lockers, please ensure that the locker key is secure at all times on your person. (Reception can supply a safety pin for this purpose; however, we do strongly suggest the keys should be carried **INSIDE** a pocket). Should a locker key be lost or contents be left in a locker overnight, there is a \$15 charge for replacement of the key. If your belongings are left in a locker, they may be removed and we will take no responsibility for loss or damage. ***Note: all lost property and locker belongings will be given to charity on a monthly basis.***

**CLOTHING & HYGIENE.** We require all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear, BODY BALANCE excluded, when visiting any of the exercise areas. Clothing bearing offensive images or inappropriate advertising is not permitted. It is also paramount that personal hygiene is considered when visiting FIRM Fitness, so it is appreciated that everyone wears deodorant and is aware of their own body odour.

**CLASS BOOKINGS.** Members may pre-book a numbered position in selected group exercise classes three days in advance. Lifestyle and Loyalty members are entitled to recurring bookings. Bookings will be held until the commencement of the class. You must notify staff if you are unable to make your booking. Casual members (including 10 visit pass holders) may book into classes however cannot reserve numbered positions

**TOWELS.** We require all members to use clean towels to lie on when using equipment (including mats) at all times. Towels are available for hire from reception. Should a FIRM Fitness towel be lost there is a \$30 charge for replacement of the towel.

**PERSONAL TRAINING.** A cancellation fee of 50% of appointment value will apply if you fail to give at least 12 hours notice for cancellation of your Personal Training or

Fitness Assessment/Personalised Program appointment. Only FIRM Fitness Centre Registered Exercise Professionals may instruct members whilst in the facility.

**ADDITIONAL SERVICES.** We offer additional services at FIRM Fitness such as Kidz Klub, Pilates Programmes, Boot Camp, Weight Loss Programmes, etc. These services do not form part of the Contract and may incur separate fees and have separate agreements.

**CHILD MINDING.** Refer Kidz Klub Terms & Conditions.

**EACH VISIT.** Access to the Centre will only be granted to you upon presentation of your access card and (if requested) photo identification. Locker keys and towels (where issued) are your responsibility and must be returned prior to leaving the Centre. If you lose your access card, locker key or towel, there will be a replacement charge.

**GUESTS.** Guests may enter the Centre on payment of a fee determined by us. Guests must sign the Guest register, complete a 'Pre-Exercise Questionnaire' form (on their first visit) and show a form of photo identification. Guests are subject to the Rules and Terms detailed in the Guest Register and Pre-Exercise Questionnaire form. The number of visits by a guest to the Centre is at our sole discretion. All guests under 18 years old must be accompanied by an adult. All members and guests are required to acquaint themselves with signage and brochures for additional key Rules located throughout the Centre.

**UNAVAILABILITY OF FACILITY OR SERVICES.** You agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to mechanical breakdown, fire, condemnation, loss of lease, catastrophe or any other reason. Further, you agree not to hold the FIRM Fitness Centre responsible or liable for such occurrences.

### **GROUP FITNESS AREA**

"Group Fitness Etiquette" requires users to put back any equipment after each exercise class has taken place. This includes barbells, dumb bells, benches, mats, cycle bikes, fit balls, medicine balls or Bosu balls.

All hand towels or litter must be removed from the Group Fitness Area and placed in one of the bins provided.

Only Sports drinks and water are permitted to be consumed in the Group Fitness Area. No food is allowed

Bags are not to be left on the floor of the Group Fitness Area at any time as they create a safety hazard. Bags may be placed under the mirrors or in the lockers provided.

## **WEIGHTS AREA**

Usage will be on a first come, first served basis, until this needs to be addressed by the management team. Therefore during peak times you may be denied access if the capacity has been reached.

“Weights Area Etiquette” requires users to wipe down a piece of gym equipment with a towel immediately after use. Paper towels and disinfectant spray will be provided at certain points around the gym.

“Weights Area Etiquette” requires users to put back any equipment after use, this includes; fit balls, free weights, medicine balls or Bosu balls.

Users may be asked to refrain from using “noisy” equipment during the BODYBALANCE meditation sessions (approx 10mins).

During busy periods, use of a particular piece of cardiovascular equipment may be limited to 20 minutes.

Only Sports drinks and water are permitted to be consumed in the Weights Area. No food is allowed.

Bags are not to be left on the floor of the Weights Area at any time as they create a safety hazard. Bags may be placed under the mirrors or in the lockers or shelving provided.

## **Part C**

### **DIRECT DEBIT AGREEMENT**

#### **Our commitment to you**

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between FIRM Fitness and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

#### **Initial terms of the arrangement**

In terms of the Direct Debit Request arrangements made between us and you, we undertake to periodically debit your nominated account for the agreed amount for your fortnightly/monthly dues as defined in your Membership Application and Contract.

## **Drawing arrangements**

Fortnightly/monthly drawings under the Direct Debit arrangement will occur on every second Friday for fortnightly memberships or on the 1<sup>st</sup> or 15<sup>th</sup> of the month commencing on the date defined on your agreement. If drawings fall on a non-business day, it will be drawn on the next business day. Please note that drawings may take up to 5 business days to come out of your account. We will provide you with at least 30 days notice when changes to the initial terms of the arrangement are made. If you wish to discuss any changes to the initial terms please contact the Centre. If your drawing is returned or dishonoured by your financial institution we will endeavour to contact you requesting payment. If we have not received payment we will re-draw these funds again along with and including any outstanding membership drawings on or before the next Direct Debit cycle. Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

## **YOUR RIGHTS**

### **Changes to the arrangement**

If you want to make changes to or stop the drawing arrangements, written notice of this must be forwarded to the Centre and your financial institution including details of all changes requested.

### **Enquiries and Disputes**

Should you wish to discuss these arrangements, including any possible disputed amounts, please call the Centre or your financial institution directly. Where disputes are referred to us, we will endeavour to respond to them within seven days. If you do not receive a satisfactory response from us in relation to your dispute, you may contact your financial institution. They will respond to you with an answer to your claim in accordance with their published processes.

### **Your commitment to us**

It is your responsibility to ensure that:

Your nominated account can accept direct debits (your financial institution can confirm this); *and*

That on the drawing date (and for 5 subsequent days) there is sufficient cleared funds in the nominated account; *and*

That you advise us in advance if the nominated account is to be transferred or closed. That if you are paying your fees by credit card, you advise us of any changes to your credit card information, i.e. expiry date, or number.

## **Part D**

### **PRIVACY STATEMENT AND ACKNOWLEDGEMENT**

In the course of establishing a Contract with you and during the term of that Contract we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). FIRM Fitness will only use, disclose or deal with such information in accordance with our Privacy Policy.