

## AWAKEN PILATES & YOGA – MEMBERSHIP TERMS & CONDITIONS

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### 1. DEFINITIONS

In this agreement:

- **“Awaken Pilates & Yoga” (Awaken)** refers to all studios operated under AMG Health Group Holdings PTY LTD and any related entities.
  - **“Home Studio”** refers to the location at which the Member initially signs up.
  - **“Facilities”** refers to all Awaken Pilates & Yoga studio locations, current and future.
  - **“Member”** refers to the individual entering into this agreement.
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### 2. MEMBERSHIP ACCESS & AVAILABILITY

Membership provides access based on your selected membership type, which may include access to one or multiple Awaken locations.

Class availability is not guaranteed. It is the Member’s responsibility to book classes in advance.

Failure to attend or utilise services does not entitle the Member to refunds, credits, or extensions.

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### 3. TERM OF AGREEMENT

This is an ongoing membership agreement and will continue until terminated in accordance with these terms.

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### 4. COOLING-OFF PERIOD

Members may cancel their membership within 7 days of signing.

If the studio has not yet opened, the 7-day period begins from the official opening date.

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### 5. MEMBERSHIP FEES & PAYMENTS

- Membership fees are billed weekly in advance, unless otherwise agreed.
- Payments are made via direct debit or credit card.

- By providing payment details, the Member authorises Awaken (and any nominated billing provider) to debit all fees and charges associated with this agreement.
- The Member is responsible for ensuring sufficient funds are available.

Failed payments may:

- Incur a fee of up to \$10 per attempt
- Be retried without further notice
- Result in suspended access and cancelled bookings

Awaken reserves the right to:

- Retry failed payments
- Apply administration fees
- Suspend access until payments are up to date

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## **6. CLASS BOOKINGS, CANCELLATIONS & WAITLISTS**

- Classes must be cancelled at least 1 hour prior to start time.
- Late cancellation or no-show fees of up to \$10 may apply.
- Late cancellation and no-show fees will be applied to repeat offenders on a 3 strikes basis rule
- Waitlisted Members may be automatically added into a class if a spot becomes available and will be notified via email and/or SMS.

It is the Member's responsibility to manage all bookings and waitlists.

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## **7. MEMBERSHIP TERMINATION**

- A minimum of 4 weeks written notice is required to cancel a membership.
- Payments will continue during the notice period.
- Membership access remains active during this time.

Memberships cannot be cancelled while on suspension.

Awaken reserves the right to terminate a membership for breach of terms, misuse of facilities, or inappropriate behaviour.

## **8. MEMBERSHIP SUSPENSIONS**

- Suspensions are available for 1–8 weeks at a time
- Maximum of 8 weeks per calendar year
- Minimum 7 days' notice is required
- Additional suspension time must be requested via email by the member on the account

Suspensions cannot be backdated.

Additional suspension time may be granted at management discretion, including for medical reasons with supporting documentation.

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## **9. ACCESS & USE OF FACILITIES**

Members may access Awaken facilities based on their membership type.

Access may be restricted due to:

- Maintenance
- Safety concerns
- Unforeseen circumstances
- Private events

Access is strictly limited to Members. Sharing access or allowing non-members entry is prohibited and may result in fees, suspension, or termination of membership.

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## **10. HEALTH, FITNESS & PRE-EXERCISE REQUIREMENTS**

By participating in any Awaken services, the Member:

- Confirms they are physically fit to exercise
- Accepts full responsibility for their health and wellbeing
- Agrees to disclose any relevant medical conditions, injuries, or limitations

Members should seek medical advice prior to commencing any exercise program where appropriate.

Awaken reserves the right to request medical clearance before allowing participation.

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## **11. ASSUMPTION OF RISK & LIABILITY WAIVER**

The Member acknowledges that participation in fitness activities, including Pilates and yoga, involves inherent risks including injury, illness, or in rare cases, death.

By entering into this agreement, the Member:

- Voluntarily assumes all risks associated with participation
- Acknowledges that services are provided as recreational services

To the extent permitted under the **Competition and Consumer Act 2010**, the Member agrees that Awaken is not liable for personal injury or death arising from risks associated with recreational services.

Nothing in this agreement excludes, restricts, or modifies any rights the Member may have under the **Australian Consumer Law**.

To the extent permitted by law, Awaken is not liable for:

- Injury or loss sustained during participation (except where caused by negligence)
- Loss, theft, or damage to personal belongings

Members are responsible for any damage caused to equipment or facilities.

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## **12. 24/7 ACCESS & UNSTAFFED HOURS**

Where 24/7 access is provided, Members acknowledge:

- They may access the Facilities during unstaffed hours
- No supervision or assistance may be available
- They use the Facilities entirely at their own risk during these times

Members agree to follow all safety instructions and emergency procedures when using the Facilities.

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## **13. MEMBER CONDUCT**

Members must:

- Use equipment safely and respectfully

- Follow staff instructions
- Treat other Members and staff with respect

Awaken reserves the right to suspend or terminate memberships for inappropriate behaviour.

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#### **14. MINORS**

Members under the age of 18 must have a parent or legal guardian sign this agreement on their behalf.

The parent/guardian:

- Accepts full responsibility for the minor
  - Agrees to these Terms & Conditions on their behalf
  - All members must be a minimum 14 years of age
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#### **15. MEMBER INFORMATION & PRIVACY**

Members must ensure all personal and payment details are accurate and kept up to date.

Awaken collects and stores personal information in accordance with the **Privacy Act 1988**.

By entering into this agreement, the Member consents to:

- The collection and use of personal information for membership management
  - Communication via email, SMS, or phone regarding bookings, payments, and updates
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#### **16. DISHONOURED PAYMENTS & DEBT RECOVERY**

- Dishonoured payments will incur a failed payment fee
- Access may be suspended until resolved
- Accounts overdue by more than 28 days may be referred to a collection agency

All associated recovery costs may be passed on to the Member.

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## **17. PAYMENT DETAIL CHANGES**

Members must provide updated payment details prior to any scheduled debit if their existing method becomes invalid.

Failure to do so may result in breach of this agreement.

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## **18. SURVEILLANCE**

Awaken facilities are monitored by video surveillance for safety and security purposes.

By entering the facility, Members consent to this monitoring.

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## **19. PERSONAL PROPERTY**

All personal belongings are brought into the facility at the Member's own risk.

Awaken is not responsible for any loss, theft, or damage.

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## **20. CHANGES TO TERMS & CONDITIONS**

Awaken reserves the right to update these Terms & Conditions at any time.

Members will be notified of any significant changes.

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## **21. GOVERNING LAW**

This agreement is governed by the laws of Western Australia.

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## **MEMBER AGREEMENT**

By signing this agreement, you confirm that you have read, understood, and agree to all Terms & Conditions outlined above.