

Awaken Pilates & Yoga Membership Agreement

When stated within this agreement, the Business 'Awaken Pilates and Yoga' refers to companies related to each Awaken location including:

Awaken Pilates and Yoga Yanchep Pty Ltd;
Awaken Pilates and Yoga Mindarie Pty Ltd; and
Awaken Pilates and Yoga;

(Awaken) unless specified.

1. AWAKEN PILATES AND YOGA

Based on your Membership Type, which may include 24/7 Awaken access, you recognize that Awaken Pilates and Yoga cannot guarantee availability at the Awaken studio. It is your responsibility to secure a spot in the classes as needed.

You understand and accept that if there's no availability at the studio or if you don't utilize the studio outside of classed hours, Awaken Pilates and Yoga will not provide refunds or credits for non-usage of the Awaken studio.

You also acknowledge and agree to promptly pay the Awaken Fees for studio usage without any deductions. If you've opted for direct debit, you authorize the Biller to deduct the Awaken Fees from your designated bank account.

2. TERM OF AGREEMENT

The Membership Agreement will be for an ongoing period of time until terminated in accordance with the provisions of this Membership Agreement.

The Membership Agreement is an Ongoing Agreement (rather than a fixed-term agreement basis).

3. COOLING-OFF PERIOD

The Membership Agreement is subject to a Cooling-Off Period and a Member may end the Membership Agreement at any time within 7 days after the day on which the agreement is signed (or 7 days after the day on which the fitness centre opens if it has not yet opened).

4. MEMBER FEES

Membership fees are to be paid weekly in advance, and you have the flexibility to choose the day for fee deduction that suits you best. Payment can be made through your chosen method, either by direct debit from a transaction account or by credit card. In the event of a failed payment, a fee of up to \$10 will be incurred to cover third-party charges. Unsuccessful payments will be retried automatically the following day. If the payment remains unsuccessful, additional fees will be applied, and your bookings may be cancelled.

Additionally, for late cancellations or no shows to bookings, Awaken reserves the right to apply a fee of up to \$10 per late cancellation (within one hour of the booked class) and per no show (not attending a booked class).

5. MEMBERSHIP TERMINATION

To terminate your membership, we require a written notice via email with a 4-week notice period. Your membership will then be cancelled 4 weeks from the date of your written request. During this time, weekly membership payments will still be deducted, and you can continue to utilize your class credits at the studio.

You are not able to serve your cancellation period while on suspension. The cancellation period is 4 weeks/payments.

If you change your mind within this 4-week period, memberships can be reinstated. All cancellation requests must be emailed to the studio where you initially signed up to:

Ashby: Ashby@awakenpilatesandyoga.com.au

Yanchep: yanchep@awakenpilatesandyoga.com.au

Mindarie: mindarie@awakenpilatesandyoga.com.au

6. CANCELLATION AND WAITLIST POLICIES FOR CLASSES

Class cancellations or changes must be made at least 1 hour before the scheduled start time. Failure to do so repeatedly may result in a discretionary \$10 fee imposed by our administration team. This policy is designed to respect other clients who may be on the waitlist or wish to book the class. While we understand that unexpected events occur, we will consider individual circumstances when enforcing the fee.

By joining the waitlist, you agree to participate in the class if a spot becomes available. You will receive an email notification at least 1 hour before the class if you are moved off the waitlist. It is your responsibility to remove yourself from any class bookings or waitlists if you cannot attend.

If you suffer a permanent sickness or physical incapacity preventing you from using the Awaken Pilates and Yoga Facilities you may request immediate cancellation of your Membership by emailing us and

Yanchep – Unit 2, 156 Yanchep Beach Rd, Yanchep, WA, 6035 | yanchep@awakenpilatesandyoga.com.au

Ashby – Tenancy 7, 6 Hollosy Way, Ashby, WA, 6065 | ashby@awakenpilatesandyoga.com.au

Mindarie – Suite 4, 70 Pensacola Tce. Clarkson. WA. 6030 | mindarie@awakenpilatesandyoga.com.au

attaching a medical certificate stating the inability to continue using the services provided.

7. MEMBERSHIP SUSPENSIONS

You have the option to pause your membership for periods ranging from 1 to 8 weeks due to illness, vacation, or injury. To initiate a suspension of payments, we ask for written notice at least 7 days in advance. Please be aware that a minimum suspension period of one week is mandatory. It's important to note that we do not allow retroactive freezes on memberships. Additionally, there's a maximum freeze duration of 8 weeks for continuous suspension and a maximum of 8 weeks during any calendar year. For all membership cancellations, please send an email to the studio where you originally signed up.

Additional time for suspension may be approved for reasons such as, medical and by the Manager's discretion.

Ashby: Ashby@awakenpilatesandyoga.com.au Mindarie: mindarie@awakenpilatesandyoga.com.au

Yanchep: yanchep@awakenpilatesandyoga.com.au

8. ACCESS TO AWAKEN

Under the terms of this Membership Agreement, Awaken Pilates and Yoga grants Members access to our Ashby, Yanchep and Mindarie Facilities 24/7, seven days a week; unless closed foreseen circumstances beyond our control.

9. LIABILITY

By engaging in our services, you voluntarily assume all associated risks and agree not to hold Awaken Pilates and Yoga accountable for any compensation or damages, excluding cases of negligence on our part. Awaken absolves itself of responsibility for any lost, stolen, or damaged property during your use of the Fitness Service. You understand and accept that you are responsible for any harm to Awaken's premises or equipment caused by you or a minor child's intentional or negligent actions under your supervision.

10. MEMBER'S PHYSICAL CONDITION

By signing this Membership Agreement, you confirm that you are in good physical condition and have sought any necessary medical advice before starting any fitness program or exercise regimen at our facility.

If you are currently experiencing an illness, injury, or long-term medical condition, or if you haven't visited a gym or fitness facility in over 6 months due to illness or injury, you must provide a medical certificate from your doctor allowing you to use our facilities.

You understand that we do not offer medical advice regarding your use of the Awaken Pilates and Yoga Facilities.

By signing this agreement, you also affirm that, to the best of your knowledge, you do not have any medical, physical, or other conditions that could be affected by or lead to sickness, injury, or death as a result of your use of the Awaken Pilates and Yoga Facilities.

11. EXCLUSIONS, LIMITATIONS OR RESTRICTIONS

This Membership Agreement includes various exclusions, limitations, or restrictions concerning the fitness services provided by Awaken Pilates and Yoga. Access to the Awaken Pilates and Yoga Facilities is exclusively reserved for Members and bringing Non-Members into any Awaken Pilates and Yoga facilities is prohibited. By doing so, you assume full responsibility and liability, agreeing to indemnify Awaken Pilates and Yoga against any claims and liabilities.

Additionally, the agreement includes the following provisions:

- 24/7 Access to Awaken Pilates and Yoga facilities
- An Additional Person Fee of \$250.00 for each additional person granted access to the Suncity Fitness Pty Ltd Facilities by the Member without prior written consent from Suncity Fitness Pty Ltd.

12. MEMBER INFORMATION OBLIGATION

You assure us that all the details provided in your Membership Form are truthful, accurate, and complete, without any misleading or deceptive information. If there are any changes to the information provided you agree to inform us in a timely manner.

13. DISHONoured PAYMENTS

We make every effort to inform you promptly of any dishonoured or overdue payments using the contact details provided in your Membership account. In the event of a dishonoured payment, you will incur a Dishonour Fee, which remains payable by you.

You are required to settle both the rejected payment and Dishonour Fee within 2 days in person at your Home Club; otherwise, the outstanding fees will be re-debited to your account until fully paid.

Additional charges may arise from dishonoured payments by your Direct Debit (DD) Provider or financial institution as per your agreements with them.

Your access to the Awaken Pilates and Yoga Facilities will be suspended until all outstanding fees are resolved. Failure to settle any amounts owed under this Membership Agreement beyond the due date for payment and remaining outstanding for more than 14 days may result in us engaging a debt collection agency to recover the funds owed, where additional fees may apply and be passed onto you.

Yanchep – Unit 2, 156 Yanchep Beach Rd, Yanchep, WA, 6035 | yanchep@awakenpilesandyoga.com.au

Ashby – Tenancy 7, 6 Hollosy Way, Ashby, WA, 6065 | ashby@awakenpilesandyoga.com.au

Mindarie – Suite 4, 70 Pensacola Tce. Clarkson. WA. 6030 | mindarie@awakenpilatesandvoaa.com.au

14. CHANGE TO PAYMENT DETAILS

If you decide to close the credit card or bank account linked to the Direct Debit Authority, it's your responsibility to give the DD Provider a new Direct Debit Authority for another approved credit card or bank account before the next applicable Direct Debit Date.

Not providing a replacement Direct Debit Authority will be considered a violation of this Membership Agreement. You will be held accountable for any unpaid fees or fees incurred by us due to this breach.

15. SURVEILLANCE

For safety and security reasons we implement video and audio surveillance to monitor Awaken Pilates and Yoga Facilities. Surveillance is limited to the Awaken Pilates and Yoga Facility entry and floor areas only.

By signing this Membership Agreement, you acknowledge that when accessing a Awaken Pilates and Yoga Facility you will be subject to video and audio surveillance and consent to such surveillance being taken and held by Awaken Pilates and Yoga.

16. LIABILITY OF PROPERTY

We do not accept responsibility for any loss, theft, or damage to your personal belongings, vehicles, or their contents while at Awaken Pilates and Yoga Facilities. Any personal items left or stored on the premises are done so at your own risk. Similarly, vehicles parked in or around our facilities are parked at your own risk, and we cannot be held liable for any theft or damage that may occur to them.

MEMBER AGREEMENT

I accept all above term and conditions and would agree to become a member of Awaken Pilates and Yoga.

Signature:

