

During the sign-up process, we highlight some specific terms and conditions and ask you to acknowledge that you had read and understood each of these individually.

# TERMS AND CONDITIONS

These Terms, together with the Rules make up all of the terms of a Membership Agreement (“Agreement”) between, the member named above (“you”), and Flow Well Studio (47 133 169 754 ) (“us”). It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. If you have any questions please ask us.

## Termination/cancellation process

To cancel your membership, please let us know in studio or via email to [hornsbym@flowwellstudio.com](mailto:hornsbym@flowwellstudio.com). We have a 14 day cancellation period from receipt of your notification.

If you would like to cancel your membership immediately in case you are unable to use a Club because of a genuine and serious illness or injury for a period of at least two calendar months. You must provide reasonable professional evidence of your illness or injury such as a doctor’s certificate or a letter from a hospital which must outline specifically how your condition prevents you from using a Club for two calendar months or more. Your membership will terminate at end of the current billing date provided that we receive your notice at least 3 business days prior to the start of the next billing date.

If you become bankrupt and provide us with reasonable evidence such as copies of Court documentation or orders. Your membership will terminate at the end of the current billing date provided that we receive your notice at least 3 days (i.e. by close of business Sunday) prior to the start of the next billing date.

## Freeze

To freeze your membership, please let us know at least 3 business days before the desired date. You can freeze your membership anytime. Minimum 2 weeks to maximum of 12 weeks. While membership is freeze you are unable to use it or book classes.

The membership resumes automatically on the date stated in the freeze confirmation email without any additional notice.

## Cancellation Policy

Cancellations must be made 8 hours before class, so please consider carefully if you will be available or leave the spot open for someone else.

For each no-show you get a strike in our system. After 5 strikes you will be charged an extra 100\$.

For clients on credit packs we will take your credit off your account regardless of your attendance.

## **Your type of membership**

You are becoming a member of Flow Well Studio under the type of membership (“Membership Type”). Your membership entitles you to use the facilities available at the studio.

## **Membership starting date**

Your membership will start on the date of the first payment unless otherwise prescribed in your registration, provided that:

- (a) you have agreed to these Terms and provided the required payment details.
- (b) you have disclosed any relevant health issues.
- (c) we have received your Total Upfront Payment.

The membership resumes automatically on the date stated in the freeze confirmation email without any additional notice.

## **What happens if you change your mind?**

You may notify us of breaking up if you wish to cancel your membership within first 7 days starting on the date that you agree to these Terms. If you do so, we will refund you the remaining amount and cancel your membership immediately.

If you have used your membership during the Cooling Off Period, we will refund those amounts set out above, less the Guest Fee for each visit, the fees for any personal training or other Club services you have received and a reasonable administration charge.

## **Membership Dues**

As a member you are personally responsible for payment to us of the Membership Dues and any other ongoing payments as they fall due.

Your Membership Dues are due for the whole billing period even if your membership is terminated during that billing period.

You must pay the Membership Dues applicable at the relevant time. You may only pay your Membership Dues in advance by direct debit or periodic credit card authority. No other form of payment will be accepted. You will not be allowed to access the studio if your Membership Dues remain outstanding. If the payment is delayed the days missed will not be refunded or brought forward. The membership can't be frozen during the period of unsuccessful payment.

If you have a genuine dispute in relation to the collection of outstanding amounts or the charges we incur, please contact us.

## **Other membership fees and charges**

Any fees or charges that may be payable for additional services and facilities, such as Freeze Fees, Guest Fees, Towel Fees, Transfer Fees, Stake fees etc will be set out in a price list (as may be amended by us from time to time) available in our app and on our website.

Such fees may be added to your direct debit payment.

## **Can you transfer membership to another person?**

No, you may not transfer your membership to another person. Your membership is personal to you.

## **Changing of the studio**

Your membership is valid only in the studio you purchased it from and can't be used in our studios in other locations.

## **Facilities**

We may need to adjust the availability of certain facilities on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. If the studio is not available for more than three days in a row, you can ask us for a credit against your Membership Dues for the period.

## **Termination of your membership by us**

We may terminate your membership immediately by emailing or writing to you at the contact addresses we have on our records:

- (a) If you commit a serious or repeated breach of these Terms or the Club Rules.
- (b) If you otherwise breach these Terms or the Club Rules and the breach, if capable of remedy, is not remedied within 14 days of us giving you notice to do so and informing you that your membership will be terminated if you fail to do so.
- (c) If any part of your Membership Dues remains unpaid 28 days after falling due.
- (d) If you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership. If we terminate your membership for any of these reasons we may (without limiting any other right or remedy) recover any other reasonable costs and expenses we incur as a result of your breach and to collect the full amount of Membership Dues for the remainder of the then current fortnightly billing period, any arrears and any applicable Early Termination Fee.

## **Collection of fees**

We will collect any Membership Dues and fees (including any applicable Early Termination Fee) that are outstanding when your membership is terminated. We may use a third party to assist in the collection of outstanding fees.

## **Changes to this terms and conditions**

We reserve the right to make reasonable amendments to these Terms or the Rules at any time. We will give you at least 7 days' notice by emailing you, updating your member portal at [www.flowwellstudio.com](http://www.flowwellstudio.com) or writing to you to tell you that changes are being made and that you may see the amended Terms or Club Rules at our website or at the Club.

If any amendment to these Terms or the Club Rules significantly reduces the benefits of your membership you have the right to terminate your membership.

## **How should you contact us**

We use email as the main mean of communication. You can contact us via [hornsbey@flowwellstudio.com](mailto:hornsbey@flowwellstudio.com)  
Or  
[Gordon@flowwellstudio.com](mailto:Gordon@flowwellstudio.com)

## **Risk and your health**

Exercising and using facilities may involve the risk of injury. Exercise and use the facilities at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and notify a staff member.

## **Liability**

### **Recreational Activities**

In the course of exercising or engaging in any recreational activities while using any facilities, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence. In this paragraph:

- recreational activities, means your participation in a sporting activity or a similar leisure time pursuit or your participation in any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure.

### **Liability for supply of other services**

Without limitation to other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired.

To the extent permitted by law unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.

## **Other bits**

You must keep us up to date with your contact details

We may transfer our rights and obligations (or both) under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership.

If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also if we fail to notice or act if you break any of the terms of this Agreement, this does not mean that your behaviour is acceptable. If a Court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement.

This Agreement is subject to the laws of New South Wales.

## **Your personal information**

We take the privacy of our members seriously and our Privacy Policy, which is available at [www.flowwellstudio.com](http://www.flowwellstudio.com), explains the ways in which we collect, use, store, protect and disclose your personal information. We collect personal information from you to provide you with our services, to administer your membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you.

If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer your membership with us or conduct some or all of the other activities described in our Privacy Policy.

With your consent, we may also collect personal information which relates to your physical health or condition, so that we can assess your general health, wellbeing and your readiness for physical exercise and for the other purposes set out in our Privacy Policy. If you do not provide this information, you will not be able to use our studio. If we believe you have any health issue we may require you to obtain a medical certificate before we consider your application further.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy.

Should you default on payments due to us we may disclose your personal information by notifying the default to a credit reference agency or another third party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact [info@flowwellstudio.com](mailto:info@flowwellstudio.com)

By joining, you agree to be bound by this Agreement and you consent to the terms and conditions within it.

If there is anything you do not understand, please ask us for an explanation before you join.

If you are under 18, a parent or guardian will need to give their permission for you to become a club member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to say they accept these Terms and the Club Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with unless they authorise another person (including you).

The Agreement between you and us will come into force when agree to the Terms and conditions.