

## **\*\*Flow Well Studio Terms and Conditions\*\***

Welcome to Flow Well Studio! By choosing to join our community, you're embarking on a journey toward wellness and fitness in a supportive environment. Below, you'll find the Terms and Conditions that outline our mutual agreement. We encourage you to read these carefully and reach out if you have any questions.

### **\*\*Agreement Overview\*\***

This Agreement, encompassing these Terms and the Studio Rules, constitutes the entire Membership Agreement between you ("the member") and Flow Well Studio (ABN: 47 133 169 754) ("us"). Understanding all aspects of this Agreement is crucial before you sign. Please, don't hesitate to ask us for clarification on any points.

### **\*\*Termination/Cancellation of Membership\*\***

To cancel your membership, notification is required via email to [hornsbby@flowwellstudio.com](mailto:hornsbby@flowwellstudio.com) or [gordon@flowwellstudio.com](mailto:gordon@flowwellstudio.com). A 14-day notice period from the date of notification is required for all cancellations. The payment will be taken as usual during the notice period and the membership has to be and remain active. During the notice period the membership can't be suspended (frozen) or have unpaid amounts.

In the event of serious illness or injury preventing studio use for at least two months, termination can be immediate with professional evidence. Bankruptcy also constitutes immediate cancellation grounds, with appropriate evidence required.

### **\*\*Membership Freeze\*\***

Members may freeze their memberships for a minimum of 2 weeks to a maximum of 12 weeks per year. Notice must be given at least 3 business days before the desired freeze date. Memberships automatically resume on the confirmed end date of the freeze period. The membership can be frozen only when all the scheduled payments are paid in full and there are no outstanding amounts.

### **\*\*Cancellation Policy\*\***

Class cancellations require a 12-hour notice. Failure to cancel within this period, or not showing up, results in a strike. Accumulating five strikes leads to an account blocking and a \$100 fee to unblock it. Credits will be deducted for no-shows for those on credit packs.

### **\*\*Membership Details\*\***

Your membership allows access to our studio facilities as per the chosen Membership Type. It begins on the date of the first payment, contingent upon agreement to these Terms, health disclosure, and receipt of any upfront payment.

### **\*\*Change of Mind\*\***

You have a 7-day cooling-off period from the date these Terms are agreed upon. Cancellations within this period will result in a full refund, minus any used services and a reasonable administration charge.

### **\*\*Membership Dues\*\***

You are responsible for timely payment of Membership Dues and other ongoing fees. Membership Dues cover the entire billing period, even if the membership is terminated within that period.

### **\*\*Additional Fees\*\***

Additional services and facilities may incur fees as listed in our app and website. These fees may be added to your direct debit payments.

### **\*\*Non-transferable Membership\*\***

Memberships are personal and non-transferable.

### **\*\*Studio Facilities\*\***

Temporary adjustments to facility availability may occur. Credits against Membership Dues are possible for closures exceeding three consecutive days.

### **\*\*Termination by Flow Well Studio\*\***

We reserve the right to terminate memberships for breach of Terms or Rules, unpaid dues, false application information, or bankruptcy.

### **\*\*Fee Collection\*\***

Outstanding fees at the time of membership termination will be collected, potentially with third-party assistance.

### **\*\*Changes to Terms and Conditions\*\***

We may amend these Terms and Rules with a minimum of 7 days' notice. Significant changes allow for membership termination rights.

### **\*\*Risk and Health\*\***

Exercise involves risks. You are responsible for monitoring your health and exercising within your limits.

### **\*\*Liability and Recreational Activities\*\***

We are not liable for injuries or deaths caused by recreational activities.

### **\*\*Privacy\*\***

Your personal information is protected as outlined in our Privacy Policy available on our website.

### **\*\*Agreement Acceptance\*\***

By joining, you agree to these Terms and Conditions. If you're under 18, parental or guardian consent and responsibility apply.

This Agreement is governed by the laws of New South Wales and reflects our commitment to providing a safe, enjoyable, and fair environment for all our members.

### **\*\*Contact Us\*\***

For any queries or assistance, please contact us via email at [hornsbym@flowwellstudio.com](mailto:hornsbym@flowwellstudio.com) or [gordon@flowwellstudio.com](mailto:gordon@flowwellstudio.com).

Welcome to Flow Well Studio, and here's to your health and wellness journey with us!