

1. THINGS TO KNOW AT THE START OF YOUR MEMBERSHIP

As a member, you can attend all Raw by Bek classes in line with these terms and conditions.

- 1.1 Types of membership options: Raw by Bek Challenges (8 week intensive – Lite, Unlimited and Premium), Bronze Athlete Membership (Month by Month), Silver Athlete Membership (6 Months), Gold Membership (12 Months), Base Membership (6 months).
- 1.2 You must be at least 12 years old to become a member. If you are aged 12 – 17, a parent or guardian must sign your membership agreement and pre-exercise questionnaire. You can then take part in any Raw by Bek classes. The safety and wellbeing of children in the studio is the responsibility of their parent/guardian.
- 1.3 You have an agreement with us when you have agreed to the terms and conditions and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at the studio or over the phone or via email or by any other communication channel, these terms and your agreement will apply, unless written confirmation is received from a Raw by Bek employee.
- 1.4 When your membership commences and you first book for classes via the MindBody App, you will be presented with the current terms and conditions. Before you are able to proceed with booking classes you will be required to click that you agree to the terms and conditions. This is an electronic confirmation of your agreement to the membership contract of which you have entered into, which will be used in the event that a paper trail is unavailable.

In addition to booking and attending classes on your own free will, you are giving evidence that you fully understand and agree to the terms and conditions of your membership contract.

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 5 days after the agreement is signed to correct it.

- 1.5 You can cancel your agreement during your cooling off period. You have 14 days from the date you sign your initial agreement. We will then cancel your agreement and stop all scheduled payments, less your first month's membership fee.
- 1.6 On the day you commence your membership agreement and each time you attend one of our classes, you promise us that:
 - You are in good physical condition
 - You know of no medical or other reason why you cannot or should not do active or passive exercise.

Seek expert advice. Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety, wellbeing or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

2. THINGS TO KNOW DURING YOUR MEMBERSHIP

2.1 You pay fees for ongoing memberships in advance, by direct debit from a bank account or credit card. You can pay your fees as far in advance as you like, up to the end of your current contract. However, you still need to give us your account details for when your advance payments end.

2.2 When your membership is due to end, you will receive an email 28 days prior letting you know that your term is due to end and that it will auto renew into a new term. If you do not wish to renew your membership, you must let us know in writing before the term is due to end. If you wish to change the type of membership you currently have to a different type, you must let us know in writing before the current term is due to end. Otherwise the agreement is ongoing at its current settings and will roll over into a new contract. By renewing your membership, you agree to the membership terms that apply at that time.

2.3 We will debit your membership fees from your nominated account, as set out in your membership agreement.

Please note that:

- Debit dates are preset for all members
- If one falls on a public holiday, we will debit your account on the next business day
- Debits might take up to 5 days to come out of your account.

2.4 Meeting your responsibilities, you must make sure:

- Your account can accept direct debits (your financial institution can confirm this)
- There is enough money in your account on the payment day and the next 5 days
- You tell us if you are transferring or closing your account, at least 48 hours before your next direct debit
- You tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit. Please tell your financial institution and us if you want to change or stop your direct debits.

2.5 If you query a payment, we will do our best to respond within 5 days. If you are not happy with our response, you may contact your financial institution. It will handle your query in line with its own policy.

2.6 If you do not fully pay your fees on the due date, we will suspend your training access until your payments are up to date and you have given us your account details.

2.7 We will continue to debit your nominated account without notice; until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by:

- Calling you
- Emailing to the address you last gave us

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your term.

2.8 We may sometimes add to, change or remove our terms and conditions. This includes changing a class time, its services and facilities and membership fees. Sometimes, the class venues may close for refurbishment to improve their facilities. We do not reduce your membership fees because a venue is closed for renovations or for a public holiday. The most up-to-date terms and conditions always apply. You can find copies on our website at www.rawbybek.com.au

2.9 Termination under cooling-off

- (a) Your membership is subject to a 14-day cooling-off period, which is taken to start when your MindBody contract is activated
- (b) Your cooling-off period ends at 12:00 am on the fourteenth day after it starts.
- (c) If you wish to terminate your membership under the cooling-off period you must:
 - (i) Provide us with written notice of your termination, prior to the end of your cooling-off period; and
 - (ii) Pay us an administration fee, which will be equal to one-month fees.

2.10 Termination due to sickness or incapacity

If you are unable to continue to use the fitness services during your minimum membership term because of a permanent sickness or physical incapacity, you may terminate your membership by:

- (a) Sending a letter in writing via email giving us notice that you wish to cancel;
- (b) Giving us an original medical certificate from an appropriate medical/health professional (such as a physiotherapist, chiropractor or medical specialist) stating that you are unable to use ANY of our fitness services because of your permanent sickness or physical incapacity beyond your current term; and
- (c) By making payment of our administration fee which will be equal to the lesser of:
 - (i) \$75; or
 - (ii) 10% of your unpaid balance.

2.11 Termination due to relocation

If you are unable to continue to use the fitness services during membership term because of a permanent relocation, you may terminate your membership by:

- (a) Sending a letter in writing via email giving us 28 days notice;
- (b) Provide us comprehensive evidence that your new residence is at least beyond a 20 km radius from the Raw by Bek studio; and
- (c) Making payment of our relocation termination fee which will:

- (i) 1-12 weeks remaining = \$150.
- (ii) 13-26 weeks remaining = \$250.
- (iii) 27-40 weeks remaining = \$500.
- (iv) 41-52 weeks remaining - \$750.

2.12 Other termination during membership

You may terminate your membership prior to the expiration of your current membership term by:

- (a) Writing a letter via email giving us at least 28 days notice; and
- (b) Making payment of the early termination fee, which will be equal to the unpaid balance of your total minimum cost. We will calculate the amount you must pay by, multiplying your fortnightly fee by the number of fortnights left in your membership.

2.13 You may transfer your membership to another person with our consent. You must follow termination protocol as stated in the above clauses, giving us 28 days notice in writing that you wish to transfer your membership. You must inform us who it is being transferred to, all fees must be up to date at the time of transfer and you must continue paying all fees until the date that the secondary person is set in MindBody to take over the membership.

2.14 We reserve the right to increase your fees at any time. We will make a reasonable effort to tell you about this at least 28 days beforehand by emailing the address you last gave us. We will consider that you have received our email on the second business day after it is sent. Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

2.15 You can freeze your Athlete Gold membership for up to 4 weeks each calendar year. Silver and Base memberships will be able to freeze their membership for 1 fortnight.

2.16 You can freeze your membership for up to 12 weeks in any 12-month period for medical or financial hardship reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise. If you have a medical or financial reason, we will not charge you for this extended time freeze to allow you time to recover.

2.17 Before freezing your membership, you must make sure your fees are up to date and you don't owe us any money. Note that we cannot backdate any time freeze requests. You must request a freeze when you need it.

2.18 Your feedback is important in helping us to provide a great service. If you have any comments or questions about our venues, digital channels or service, please speak to a team member. If you have a complaint, we will follow our complaints process, which has been developed with Consumer Affairs. Please contact us via email: info@rawbybek.com.au. Please include as much information as possible. This will help us with efficiency and you will hear from us within 7

business days. We recognise that some enquiries are more complex than others and may require more time to resolve, but we will always let you know.

3. STUDIO CODE

You must follow the studio code for all venues Raw by Bek classes are held in. Please read and follow all signs and handouts that tell you what to do. If you don't understand something, please ask for help.

3.1 You are responsible for using our venues facilities and equipment correctly, including adjusting levels or weights. If you are not sure how to operate any equipment, please ask our staff before you use it. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence. As a courtesy to other members, please:

- Use a clean towel when you use equipment, including exercise mats and wipe down equipment after use
- Keep phone calls to an absolute minimum
- Put equipment away after use
- Parents – your child/ren are your responsibility when they are in the studio; before, during and after classes. If you bring your child/ren to class when there is no childminding available, they **MUST** sit quietly in an area that is out of the way. It is a distraction to other members and the trainers. In addition it presents an OH&S issue. If you child/ren are moving about the studio or making excessive noise in a fashion that creates a disturbance to the class, we kindly request that you please remove them.

3.2 We cannot accept responsibility for any loss or damage to your belongings while you are at the studio.

3.3 All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas. We do not allow clothes with offensive images or inappropriate advertising.

3.4 You park in the studio's car park at your own risk. We are not liable for any loss or damage to your vehicle or its contents. Please only park in Raw by Bek allocated parking or street parking during business hours. Parking in neighbouring business' designated spots may result in your car being towed at your expense.

3.5 Anyone attending a Raw by Bek class for the first time can attend free, please choose the 'Raw Virgin' package option when booking a class. Guests are required to advise team members of any health issues prior to class, as per clause 1.5.

3.6 All members must show utmost respect for each other, staff, neighbours, visitors, and guests at all times. Behaviour that could reasonably be construed as unruly, aggressive, abusive, harassing or bullying - in studio or online - will not be tolerated and may result in immediate membership termination.

3.7 BOOKING YOUR SPOT – We strongly encourage booking your spot for classes as it helps the trainers prepare their playlists. If they know how many to expect for a class, they can tailor the session to include/exclude benches or running drills, for example. Booking your spot will help your trainers` provide you with the best training experience possible. It also means you won't miss out when we have events or theme days where there may be a limited capacity. Those who have pre-booked have priority in securing a spot.

3.8 ARRIVING ON TIME FOR CLASS – Please arrive at least 5-10 minutes before class starts so you have adequate time to get yourself set up. Should you arrive once class has started, you may not be permitted to train.

3.9 CHECKING YOURSELF IN – Please do this on arrival at the studio! Not only does the check-in system provide us with a reliable way of knowing who does/does not attend our classes, but it is also essential for OH&S purposes. In the event of an emergency, the class check-in will be used as a roll to ensure everyone is safe and sound.

3.10 LATE CANCELLATION/NON-ATTENDANCE FEE – The late cancellation fee applies to cancelling your class reservation once the late cancellation window has begun (which is 8 hours prior to a class start time e.g. the late cancel window begins at 10am for a 6pm class). The non-attendance fee applies to no-shows for booked sessions.

Why have we introduced this? We are a growing studio and many sessions fill to safe capacity. Each class is capped to certain limits, which means if class is fully booked, people are able book into a waitlist. If someone cancels, the spot becomes available to the first person in line on the waitlist. If you have booked a spot and fail to show up, that is a spot that someone on the waitlist could have taken. If you do book in and for whatever reason you realise that you will not be able to attend, please cancel your spot ASAP.

We understand that sometimes life gets in the way – sickness, unexpected work meetings that run overtime etc. If you should need to cancel once the late cancel window has started, please send us an email informing us of why you needed to cancel and at our discretion we will waive the fee. No shows will be waived in the event of a genuine medical emergency; otherwise reasonable requests will be put through as a late cancel.

3.11 Your responsibilities, including payment of membership fees, do not depend on how often you attend a class. You must tell us about anything that affects your membership, and any changes to your contact and bank details.