

FIXED TERM MEMBERSHIP

SPECIAL TERMS AND CONDITIONS

VERSION 1.1



These terms and conditions (**FTM Special Conditions**) will apply where you have selected a fixed term membership on your application form. Fixed term memberships (**FTMs**) are available for the following periods:

- a. 3 Month FTM;
- b. 6 Month FTM;
- c. 12 Month FTM.

1. Cooling Off Period for 12 Month FTM

- 1.1 If you apply for a 12 Month FTM, you have a seven day period (**Cooling Off Period**) during which you may cancel your membership.
- 1.2 You must provide Unigym with notice in writing received no later than the 5th business day after the date of your application that you wish to cancel your 12 Month FTM.
- 1.3 Where you apply for a cancellation in accordance with clause 1.1, a refund equal to the amount paid to Unigym for your 12 Month FTM minus an administration fee of \$35 and the cost of any Unigym Activities already supplied will be applicable.

2. Choosing the appropriate FTM

- 2.1 Unigym offers a range of FTMs ranging from the short 3 Month FTM to the longer 12 Month FTM in order to provide you with flexibility in choosing a period which suits your level of commitment and budget. Your FTM will expire automatically at the end of the relevant period and you must apply for new membership at or before that time if you wish to continue under a new membership.
- 2.2 Given that cancellation and refunds are limited in accordance with these FTM Special Conditions (see below) you agree to carefully consider the FTM length of time that will suit your needs and capacity to commit before you submit your application, particularly for a longer FTM.
- 2.3 You understand that your FTM Membership entitles you to access the Facilities and general Unigym Activities but that personal training is not included in the FTM Fees and will be covered under other Special Conditions.

3. Your ability to cancel your FTM before the end of the term

- 3.1 You may cancel any FTM prior to the expiry of the applicable fixed term by providing Unigym with written notice but only in the following circumstances will a refund apply:
 - a. if a change referred to in clause 1.3 of the General Conditions has occurred and Unigym has formed the view (based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change;
 - b. you have a 6 or 12 Month FTM with at least 4 months to run and clause 8.3(a) or 8.4 of the General Conditions applies; or
 - c. you have a 12 Month FTM with at least 4 months to run and clause 8.3(b) or 8.4 of the General Conditions applies.

- 3.2 If you cancel your FTM in accordance with clause 3.1 then a refund will be applicable which will be equal to the FTM fees paid minus:
 - a. an exit fee of \$35;
 - b. a pro rata amount equivalent to FTM fees for the time you have been a member; and
 - c. the cost of any additional Unigym Activities supplied to you but not yet paid for;
 - d. any other outstanding amounts owing to Unigym.

4. Unigym's cancellation of your FTM

- 4.1 If Unigym cancels your FTM before the expiry of the relevant term pursuant to clause 8 of the General Conditions, then the refund arrangements set out in clause 3.2 above will apply except where your membership has been cancelled for:
 - a. damaging the Facilities or stealing the equipment; or
 - b. damaging or stealing the belongings of other users of the Facilities

in which case Unigym may in its discretion refuse to refund any of the FTM fees you have paid. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

5. Health Screen

- 5.1 If your FTM expires and you wish to take up another FTM, you will be required to complete a fresh Health Screen (no matter what the term of your previous FTM).
- 5.2 Completing a Health Screen and submitting it to Unigym is a pre-condition to your application for a new FTM being processed.

6. Time stoppages

- 6.1 If you have taken out a 6 or 12 Month FTM, you will be entitled to one free time stoppage of up to 6 weeks on provision of a medical certificate which Unigym reasonably accepts as evidence that you will be unable to enjoy your membership benefits for the period for which you apply for the time stoppage.
- 6.2 If you have a 12 Month FTM, you will also be entitled to one time stoppage of up to 6 weeks for any other reason for the fee outlined on your application for a time stoppage.
- 6.3 The time for which your membership has been stopped in accordance with clause 6.1 or 6.2 will be added on to your FTM.

7. Transfer of membership

- 7.1 You may only transfer your FTM to another person where:
 - a. you have a 12 Month FTM of which more than 4 months remain;
 - b. the other person falls within the same membership category as you and no additional Special Conditions apply; and
 - c. you pay a \$35 exit fee to cover administrative costs and the person to whom you propose to transfer your membership signs all necessary forms and pays all applicable charges.

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