

CANCELLATION / TERMINATION POLICY

A cancellation request should be provided to the Studio/Sanctuary as follows:

COOLING OFF PERIOD

- Your membership is subject to a seven (7) business days cooling off period.
- The cooling off period applies to new memberships only and does not apply to membership transfers or renewals.
- The cooling off period starts from the date the Agreement is entered into (the date the Agreement is signed) and ends at close of seven (7) business days later.
- Your membership can be cancelled during the cooling off period by contacting your Home Studio/Sanctuary via the Studio/Sanctuary contact details as listed on the website.
- All monies paid will be refunded with the exception of a reasonable administration fee which shall be payable by you if your membership card and/or 24.7 access pass or any other merchandise you received on joining are not returned within seven (7) days of termination of your Agreement.

PERMANENT SICKNESS OR PHYSICAL INCAPACITY

You may terminate your Agreement before the expiry of the Minimum Term if you are sick or incapacitated and time freeze is not a suitable option for your circumstances. You must show us a current certificate from a qualified medical practitioner stating that you cannot utilise any fitness services or facilities foreseeably because of your permanent illness or physical incapacity.

BANKRUPTCY

You may terminate your Agreement before the expiry of the Minimum Term (payment amount) if you are bankrupt and a time freeze is not a suitable option with regard to your financial circumstances. To terminate your Agreement for this reason, you must provide Vibe with evidence of a Notification of Bankruptcy from the Australian Financial Security Authority (AFSA), confirming your bankruptcy.

CANCELLATIONS AFTER COMPLETION OF MINIMUM TERM:

There will be a period of notice of 30 days, unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full.

The notice period will exclude freeze or payment break time applied to your membership.

- Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt

owed to and recoverable by Vibe Studio/Sanctuary/Oasis and/or their third-party debt collector.

PERIODIC MEMBERSHIP AGREEMENTS:

- If your contract is designated as an 'ongoing membership' on our website, you acknowledge that unless you provide notice of termination of your membership prior to the end of the minimum period your membership fees will continue to be deducted until you give us 30 days notice of your intent to end your membership. For example; our \$65 a week Membership.
- If your contract is designated as a 'fixed term membership' you acknowledge that it will terminate at the end of the term displayed on the contract unless you renew prior to that date. For example; our Ultimate Membership is a fixed 52 week contract. It will automatically end in 52 weeks.

CANCELLATION FOR ANY OTHER REASON (within Minimum Term):

You may terminate your Agreement before the expiry of the Minimum Term (or payment amount) if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request. The cancellation fees for all membership options are as follows:

- If there is 6 months or more of membership fee equivalent remaining on the Minimum Term of the Agreement = \$395.
- If there are less than 6 months but more than 3 months of membership fee equivalent remaining on the Minimum Term of the Agreement = \$295.
- And, if there are less than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement = \$195 OR the amount of the future membership fees payable whichever is the lesser).

You can cancel your membership by:

- Speaking to the team at the Arrival Lounge or calling your home Studio/Sanctuary. To find your home Studio/Sanctuary refer to the website www.vibewellness.au. Confirming your request. When you do this, please always:
- Give us your email address so we can confirm your request in writing; and keep a copy of your request.

You may be liable for further damages for breach of contract if you terminate the Agreement in a manner not described in the Agreement.

TERMINATION BY THE STUDIO/SANCTUARY/OASIS:

The Studio/Sanctuary/Oasis reserves the right to terminate this Agreement in any of the following circumstances:

- You fail to abide by any of the criteria listed in the conditions of entry (posted in your Studio/Sanctuary/Oasis) after being notified of any failure;
- You fail to abide by the obligations listed in this Agreement and the breach/non-compliance is incapable of remedy or you fail to remedy the breach/ non-compliance within 14 days of being notified by Vibe Studio/Sanctuary/Oasis or you continue to breach this Agreement;
- If we reasonably believe that you have engaged in conduct that infringes on the health, safety or wellbeing of any other members or staff;
- The temporary or permanent closure of the Studio/Sanctuary/Oasis where a suitable replacement Studio/Sanctuary/Oasis is not available for the membership to transfer; or
- To protect the health and safety of you or other members.

TERMINATION BY THE MEMBER

Members are permitted to terminate this Agreement, without incurring a cancellation fee, in the following circumstances:

- Where these terms and conditions are varied in accordance with clause 25 or a Studio/Sanctuary/Oasis code is changed and you are adversely affected by the change. For the avoidance of doubt however, changes to Studio/Sanctuary/Oasis timetables, facilities, equipment and hours of operation do not permit you to terminate this Agreement under this clause.
- If we breach our obligations to you and we do not fix the breach in a reasonable time after you have told us about it in writing. We will refund you any membership fees you pay between the date of notification and the date on which we decide that we cannot fix the breach.
- Where there is a permanent closure of the Studio/Sanctuary/Oasis where a suitable replacement Studio/Sanctuary/Oasis is not available for you to transfer.