

## MEMBERSHIP AGREEMENT

### 1. Agreement Terms and Conditions

By entering into this Agreement, you agree to the following terms and conditions:

- (a) Your use of Membership Entitlements is subject to staff availability, Salon trading hours, and the Salon's normal booking procedures.
- (b) The Salon makes no warranty that any Salon Service or staff member will be available at any time, and the Salon's trading hours may change.
- (c) The Salon reserves the right to refuse a Service that may damage hair or skin or cause a reaction.
- (d) You must promptly provide the Salon with any changes to your details relevant to your membership.

### 2. Fair Play Policy

The Fair Play Policy serves as a guide to our expectations regarding your use of the Membership Package and Membership Entitlements. By entering this Agreement, you agree to abide by the Fair Play Policy. The Salon reserves the right to refuse an appointment or cancel your membership if you are not playing fairly or are abusing unlimited services.

### 3. Cooling Off Period

You are entitled to a 3-day 'cooling-off' period after signing this Agreement, during which time you may terminate this Agreement. If terminated during this period, the Salon will, within 14 days, return any payments made by you, less the cost of Services provided.

### 4. Payments

You agree to pay all Membership Fees in advance. Payments commence on the Start Date and continue on a monthly, fortnightly, or weekly basis. All payments are collected through the Payment Provider (acting as the Salon's agent) as per the Payment Provider's contract.

### 5. Reschedule Policy

Notification of cancellation or rescheduling of appointments must be provided to the Salon [48 hours] in advance.

### 6. Term and Termination

Your membership and this Agreement commence on the Start Date and continue for the Initial Term [12 months]. Termination with 60 days written notice is allowed. Termination fees apply if terminated before the expiry of the Initial Term.

- (a) Within the first 6 months: 50% of the Membership Fee for the remainder of the Initial Term.
- (b) From 6 months after the Start Date until the end of the Initial Term: 30% of the Membership Fee for the remainder of the Initial Term.

### 7. Suspension of Membership

You may suspend your membership provided all payable amounts are up to date. The Agreement can be suspended for up to 4 weeks per calendar year with a minimum of 7 days' notice.

### 8. Transfer of Membership

Your membership is not transferable, exchangeable, resalable, or redeemable for cash. Memberships are not refundable, except as permitted by law.

## **9. Upgrade Membership**

You may upgrade your membership to a higher-value package on written notice. New fees apply from the upgrade date, with a pro-rated payment for the correct fees since the upgrade date. Downgrading is not possible.