MEMBERSHIP SUSPENSION, TRANSFER & CANCELLATION POLICY

Making membership changes simple, supportive and stress-free.

This policy forms part of the Build Training Membership Agreement and sets out the requirements and processes for suspending, transferring or cancelling a Build Training membership. This policy must be read in conjunction with the Membership Agreement and any other applicable Build Training policies.

1. SUSPENSION

1.1 Eligibility

- The membership account must be paid up to date.
- A suspension is available only for an active membership type that permits suspension.
- Promotional, prepaid, challenge or short-term products may have different or no suspension rights where disclosed before purchase.

1.2 Standard Suspension Period

- A standard suspension may be taken for up to four weeks once in each six-month period, unless Build Training approves otherwise in writing.
- The minimum and maximum suspension periods may be affected by the membership type or written special conditions.

1.3 Notice and Request

A request must be submitted in writing at least fourteen (14) days before the proposed start date and must specify the requested start and end dates. A suspension is not effective until approved and confirmed by Build Training in writing.

1.4 No Retrospective Suspension

Suspensions are not retrospective and will not ordinarily be backdated. Exceptional circumstances may be considered at Build Training's discretion, subject to applicable law.

1.5 Fees During Suspension

Any suspension fee disclosed before approval may continue to be debited. Regular membership fees will be adjusted or paused in accordance with the written approval.

1.6 Effect on Minimum Term

Unless otherwise stated in writing or required by law, the minimum membership term will be extended by the length of the suspension.

1.7 Access During Suspension

Facility, class, service and add-on access is unavailable during the suspension. A member must not access or use those facilities or services during the approved suspension period unless Build Training agrees otherwise in writing.

1.8 Automatic Recommencement

The membership and regular debits recommence automatically when the approved suspension ends. The member is responsible for ensuring valid payment details and sufficient funds.

1.9 Extended Medical or Exceptional Suspension

A longer suspension may be considered where supported by appropriate evidence, including medical or relocation evidence. Approval, duration, fees and minimum-term consequences will be confirmed in writing.

2. TRANSFER OF MEMBERSHIP

Memberships are personal to the member and may not be sold, assigned, transferred, shared or otherwise dealt with without Build Training's prior written approval.

Any proposed transferee must:

- satisfy all eligibility and membership requirements;
- complete all documents reasonably required by Build Training, including a new membership agreement;
- provide any identification or information reasonably requested by Build Training; and
- pay any applicable transfer fee disclosed by Build Training at the time of transfer.

Build Training may refuse a transfer request where the proposed transferee does not meet membership requirements or where the transfer would otherwise be inconsistent with Build Training's policies or business operations.

The transferring member remains liable for all fees, charges and obligations under the Membership Agreement until the transfer is approved in writing and completed by Build Training.

Build Training may assign, novate or transfer its rights and obligations under the Membership Agreement to a related entity, purchaser of the business or other lawful successor, to the extent permitted by law. Reasonable notice will be provided where the transfer materially affects services.

3. CANCELLATION

3.1 Cancellation After Minimum Term

Members may cancel their membership at any time after expiry of the minimum term by providing at least fourteen (14) days' written notice sent to Build Training's published membership email address.

Membership fees remain payable during the notice period and any scheduled debit falling within that period may still be processed.

Access to the facility continues until the effective cancellation date unless otherwise determined by Build Training.

3.1a Membership Add-Ons

Optional membership add-ons are subject to a minimum commitment period of thirty (30) days. Following the minimum commitment period, a member may cancel an Optional Add-On by giving at least fourteen (14) days' written notice. Add-on fees remain payable during the notice period.

Any elected membership add-on will automatically cease when the associated membership is cancelled or terminated.

3.2 Cancellation During Minimum Term

If a member cancels a 6 Month or 12 Month Foundation Membership before the applicable minimum term ends, an early termination fee equal to 75% of the membership fees that would otherwise have been payable for the remainder of that minimum term will apply.

The fee may be reduced or waived under clauses 3.4 or 3.5 and will not be charged to the extent prohibited by law.

Any outstanding fees, charges or other amounts properly owing at the time of cancellation remain payable.

3.3 No Lock-In and Wellness Memberships

A No Lock-In Foundation Membership or Wellness Membership may be cancelled by giving at least fourteen (14) days' written notice. Membership fees remain payable during the notice period.

3.4 Relocation

Build Training may waive all or part of the early termination fee where a member permanently relocates more than 30 kilometres from the facility and provides documentary evidence satisfactory to Build Training, such as a lease agreement, utility account, employment confirmation or other proof of address. Any request for a relocation waiver must be submitted before the cancellation takes effect.

3.5 Medical Incapacity

Build Training may waive all or part of the early termination fee where a qualified medical practitioner certifies that the member is medically incapable of participating in exercise for the remainder of the minimum term.

Build Training may request reasonable supporting information necessary to assess the request, subject to applicable privacy laws.

3.6 Cancellation by Build Training

Build Training may suspend or cancel a membership by written notice where:

- the member fails to pay membership fees or other amounts owing;
- the member engages in conduct that is unsafe, abusive, threatening, unlawful or otherwise breaches the Membership Agreement, Community Rules or any policy;
- the member provides false or misleading information; or
- Build Training reasonably considers cancellation necessary to protect the safety, wellbeing or legitimate interests of members, staff or the business.

Except where immediate action is reasonably required to address a material safety, welfare, privacy, security or legal risk, Build Training will give the member notice of the concern and a reasonable opportunity to respond before suspending or cancelling the membership.

Cancellation by Build Training does not affect any existing right to recover unpaid fees or other amounts owed by the member.

3.7 Amounts Owing on Cancellation

Cancellation or termination of a membership or add-on does not affect the member's obligation to pay any fees, charges or other amounts properly owing up to the effective date of cancellation or termination.

3.8 No Refunds

Unless required by law or expressly provided under the Membership Agreement, membership fees, joining fees, administration fees and other amounts paid are non-refundable.

3.9 Consumer Rights

Nothing in this policy or the Membership Agreement excludes, restricts or modifies any rights or remedies that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable legislation.

3.10 Casual Sessions and 10 Class Packs

Casual sessions and 10 class packs are not memberships and are not subject to the membership suspension, transfer or cancellation provisions in this policy. Casual sessions and 10 class packs are personal and non-transferable and are subject to the validity, expiry, booking, cancellation, waitlist and credit requirements in the Membership Agreement, applicable purchase confirmation and Booking and Cancellation Policy. Where a casual session or class pack credit is used for a booking, a late cancellation, failure to attend or failure to check in may result in forfeiture of the applicable credit in accordance with the Membership Agreement and Booking and Cancellation Policy.

Refunds, replacements and other remedies remain available where required by the Australian Consumer Law or another applicable law.

4. PRIVACY

Personal information collected, stored or used under this policy will be handled in accordance with the Build Training Privacy Policy and applicable privacy laws.

5. POLICY CHANGES

Build Training may reasonably update this policy for safety, legal or operational reasons. A change will not materially increase fees, reduce core membership benefits or introduce a new cancellation burden unless permitted by the Membership Agreement, required by law or accepted by the member. Where reasonably practicable, Build Training will give at least fourteen (14) days' written notice before a material change takes effect. A shorter period may apply where reasonably required for an urgent safety, legal or regulatory reason.