

Fit247 Club Terms and Conditions

755 Centre Road Bentleigh East 3165 Phone 0418 775 776 www.fit247gym.com.au

My membership is governed by this Agreement. This Agreement incorporates the Club Procedures, and the DDR Agreement.

Terminology

I understand for the purpose of the provisions below, the membership form and club procedures, the term "Club" shall include Fit247, its Management, associated companies, trusts, partnerships and other legal entities, their directors, officers, agents and affiliates.

Membership

My membership permits me to use the Club premises, facilities, equipment and services and my membership is non-transferable or refundable.

Change of Details must be provided to the Club in writing and emailed to manager@fit247gym.com.au

Suspension I have the right to suspend my membership for up to four months annually during which time I will be charged \$5 (five) per fortnight instead of my standard membership fee. Minimum suspension time is 2 weeks. If I elect to suspend my membership I cannot cancel during the suspension period.

Quiet Enjoyment At all times I must behave in a courteous and respectful manner. I am expected to take good care of the equipment including stripping weights from bars and machines and putting weights away. Sweat towels must be used at all times and cardio equipment wiped down after use.

Personal Training The Club provides personal trainers for the use of its members. I am not permitted to personally train any member, or non-member without the written permission of the Club.

Door Entry I will purchase a door fob that is non transferrable or non refundable. I must scan into the Club upon arrival and departure. Memberships are for the use of a single person only. The doors are wired to detect a multiple person entry following a fob activated door opening. If I allow other people to enter the gym on my membership, I will receive an immediate \$150 fine which will be deducted from my bank account or credit card and my membership may be cancelled.

Payments

I agree to pay in advance the Membership Fees as set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in the Payment Agreement.

I understand that memberships are not refundable, and refunds will not be issued for unused portions of contracted periods.

The Club will endeavor to contact me by phone, sms or email to inform me of any overdue payments; repeated failures to meet my payment obligations may result in my membership being suspended or terminated.

I will be charged a Dishonor Fee of \$10 in the event that a fortnightly direct debit payment is dishonored by my financial institution. Additional fees (being bank charges or administrative charges incurred by the Payment Provider) will apply for any overdue or late payments. My membership may be temporarily suspended until the payment has been made

The Club may change its Payment Provider. In such circumstances, I authorize the Clubs new Payment Provider to debit the Membership Fees due for each direct debit period from your Billing Account.

Lost Door Fobs If I lose my Fob Tag I must immediately notify the Club manager so that it can be deactivated. A replacement tag will cost \$25.

I understand that membership may have annual fee increases. If this occurs I will receive 60 days written notice and I can cancel with 30 days notice.

Minimum Age

The minimum age for outside staffed hours entry is 16 years, unless accompanied by an adult member or prior permission has been granted by the club manager.

Staffed Hours and Manager Contacts

I understand this facility is unmanned outside the advertised hours the Club manager works. A member may be subject to a Staffed Access only membership, which will only allow them to attend the Club during Staffed Hours.

All correspondence with the manager must be in writing on email to: manager@fit247gym.com.au

Access by Non-Members

I understand that the Club only grants **members** access to the Club. No member is permitted to bring a non-member into the Club. I agree not to open the door for anybody other than myself. I must swipe in and out of the Club with my own tag every single time.

If I allow unauthorized guests into the Club, or allow non-members to use my membership access card I accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member whether or not caused through the negligence of the Club; My fob tag will be deactivated and I will be charged a fee of \$150.00 for every breach which I agree to pay.

Induction

I understand that an initial induction with the Club manager is required prior to using the Club facilities. The induction focuses on safety and emergency services.

Physical Condition

It is my responsibility not to use any equipment, which may adversely affect any medical condition.

I hereby represent to the Club and their directors, officers, employees, contractors and agents that, to the best of my knowledge, I do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to me as a result of, my use of the Club or its facilities.

I agree that if I have any health or medical concerns now or after I join as a member of the Club, then I must discuss these with my doctor before using the equipment or the Club.

I acknowledge that the Club has not given me any medical advice before I used the equipment, and cannot give me any medical advice after I use the equipment. The Club has taken every duty of care in outlining and explaining to me that I need to seek medical advice before undertaking any new exercise regime.

Video and Audio Surveillance

For your security, the Club uses video and audio surveillance equipment to monitor the Club on a 24 hour basis. I acknowledge that I will be subject to video and audio surveillance and recording.

Video and audio surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

Equipment

I understand and acknowledge that the Club purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club. I understand and acknowledge that the Club is providing recreational services and may not be held liable for defective products or equipment.

Risk Warning

The Club warns that whilst you are on our premises using our Club and recreational services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue and joint injuries, permanent disability or death. These injuries may occur from you: slipping on wet flooring; being struck by weights; colliding with equipment, or other members; engaging in strenuous exercise and activities; or incorrect use of equipment or Club,

I acknowledge that any such injury may result not only from my actions but from the action(s), omission(s) or negligence of others.

I acknowledge and agree that the above-mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.

I acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by the Club are safe, there are some significant and inherent risks involved, and I agree that I am participating voluntarily at my own risk and responsibility, thereby exposing myself to certain risks.

Termination, Restriction, or Suspension of Membership

My membership fees are payable in advance and is continuous until I give 30 days written notice of my intention to cancel. Cancellation are to be emailed to manager@fit247gym.com.au

This agreement governs the gym and recreational services conducted by the business located at 755 Centre Rd Bentleigh East and it is continuous and binding in the advent of a change of business ownership and or trading name.

The Club may restrict my membership including limiting access to Staffed Hours at any time where there are concern for the health and/or safety of the member; non-compliance, improper or harmful conduct engaged in by the member.

The Club may terminate my membership at any time if I fail to make any payments of my Membership Fee; the Club reasonably suspects that I am engaging in illegal activity in the Club; If I fail to follow or violate any of the Polices or Club rules or violate any part of this agreement; Or if other members complain about my behavior whilst using the Club.

In the event that the Club terminates my membership, I am liable for all financial obligations until I receive written notice of the termination.

Any money owing to the Club when my membership ends, remains immediately due and payable and I authorize the Club to deduct the amount outstanding from any refund for which I may be eligible. If there is not enough money to cover the amount owing, I must pay the balance of the amount owing. I understand membership cancellations are not final until all money owing is paid in full, and that the balance of money owing will be deducted from the nominated billing account.

Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

Liability for Property

The Club is not liable to me for any personal property that is damaged, lost, or stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in a locker. If I cause damage to the Club or any equipment I am liable to the Club for its cost of repair or replacement.