



Member Terms & Conditions

1. INTRODUCTION

These terms and conditions set out your rights and responsibilities relating to your membership. They also relate to your authorization for Debit Success Pty Ltd to directly debit your nominated bank account or credit card for any installments or fees under the terms and conditions of this agreement and **the Direct Debit Request (“DDR”)** attached if relevant.

2. MEMBERSHIP TYPES	Access & Benefit	Minimum Term	Fees	Upfront Payment	Cancellation notice/fees & cooling off
<p>“No Contract” Membership</p> <p>Direct Debit DDR Terms apply</p>	<p>24 Hour access.</p> <p>1 Free PT Session</p>	N/A	\$19.95 pw	<p>\$0 joining fee.</p> <p>Direct Success will charge a \$50.00, one-off establishment fee & 24/7 Access Key</p>	14 days Cancellation notice after 1 st month
<p>“Twelve (12) months Contract” Membership</p> <p>“Eighteen (18) months Contract” Membership</p> <p>Direct Debit DDR Terms apply</p>	<p>24 Hour access.</p> <p>1 Free PT Session</p>	<p>12 Months</p> <p>18 Months</p>	<p>\$15.95 pw</p> <p>\$11.95 pw</p>	<p>\$0 joining fee.</p> <p>Direct Success will charge a \$50.00, one-off establishment fee & 24/7 Access Key</p>	<p>14 days Cancellation notice after expiry of minimum term</p> <p>Administration fee of \$250 for early cancellation (within minimum term)</p>
<p>“Upfront” Membership</p> <p>Upfront Payment</p> <p>Bodyflex & Psyche GYM 247 Terms & Conditions apply.</p>	<p>24 Hour access.</p> <p>1 Free PT Session</p>	<p>12 Months</p> <p>6 Months</p> <p>3 Months</p> <p>1 Month</p>	<p>\$569</p> <p>\$399</p> <p>\$299</p> <p>\$99</p>	<p>\$0 joining fee.</p> <p>Includes a one-off establishment fee & 24/7 Access Key</p>	<p>48 Hours cooling off period after signing terms & conditions on 6 & 12 months only</p> <p>No refund or transfer of membership if cancellation occurs after 48 hours cooling off period</p>

TABLE A



3. DEFINITIONS

In this Agreement unless the contrary intention appears:

- 3.1 The singular includes the plural and vice versa.
- 3.2 A reference to a party **includes that party's legal personal representative** heirs and assigns.
- 3.3 **"Administration Fee" means the amount of \$250.00.**
- 3.4 **"Card" means the** Gym membership card provided to the Member by the Gym.
- 3.5 **"Commencement Date" means the date** the Member has signed the Membership Application Form and these terms and conditions.
- 3.6 **"Gym" means the** Bodyflex Gym located at Shop 207, 8-34 Gladstone Park Drive, Gladstone Park, 3043. The gym is named in the DDR terms.
- 3.7 **"Debitsuccess" is Debitsuccess Pty Ltd**, P.O. Box 577 Mt Waverley, VIC 3149, Phone 1800 148 848, Email: customerservice@debitsuccess.com. All queries and comments About the direct debit billing service should be directed to Debitsuccess.
- 3.8 **"Member" means the person who has signed the Membership Application Form and who has signed and agreed to these terms and conditions and includes the parent or guardian of the Member if the Member is 18 years of age or under.**
- 3.9 **"Membership Period" means 1 week, 1 month, 3 months, 6 months or 12 months as elected by the Member on the Membership Application Form.**

4. LEGALLY BINDING AGREEMENT

The Member acknowledges and agrees that:

- 4.1 They declare that they are physically and medically fit and capable to engage in exercise and fitness programs at the Gym, and have and will inform the Gym and instructors of any condition or risk that may have an effect on their ability to participate in any exercise or fitness program prior to the Commencement Date.
- 4.2 They are 18 years of age or older at the time of signing, and not under any other legal disability. If not, a parent or adult guardian will sign also in which case the Member acknowledges and agrees that they are 16 years of age or older at the time of signing.
- 4.3 Any screening tools used by the Gym to measure fitness are not a substitute for advice from an appropriately qualified medical professional. No warranty of safety results from its use. The screening tools used by the Gym in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by the Gym for any loss, damage or injury that may arise from any person acting on any statement or information to the Member resulting from use of any screening tools.
- 4.4 The Gym uses video surveillance throughout the Gym except in the toilets and change rooms. The Member acknowledges and agrees that surveillance is necessary and appropriate to ensure the safety of all members and staff.
- 4.5 The Direct Debit Request (DDR) and Contract is legally binding whether the use of the Gym and its services is determined and paid on a yearly, monthly, weekly or individual basis.
- 4.6 Debit Success has been engaged by the Gym to collect the fees due under these terms and conditions if the Member is paying by way of direct debit, and also that all rights of the Gym under these terms and conditions may be enforced by Debit Success as if it were the Gym without any involvement on the part of the Gym or consent by the Member.

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Email: admin@bodyflexgym247.au



5. CANCELLATION / TERMINATION

5.1 Cooling Off Period

These terms and conditions are subject to the cooling off period/s as stated in Table A.

However, the DDR terms are subject to a 7 day cooling off period.

48 Hours cooling off period after signing terms & conditions on 6 months & 12 months upfront contacts only.

No cooling off period applies for 1 month & 3 months Contacts.

5.1.1 The cooling off period commences at the close of business (6pm) on the
"Commencement Date".

5.1.2 New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the services and programs.

5.1.3 All monies will be refunded on a pro rata basis.

5.1.4 All cooling off cancellations must be in writing to the Gym.

5.2 Cancellation procedure

5.2.1 All cancellation requests must be made in writing to the Gym by completing a cancellation form at the Gym provided during staff hours or alternatively by sending an email to the Gym (email address: admin@bodyflexgym247.au).

5.2.2 No Contract/Twelve (12) Month Contract members may cancel any time upon 14 days written notice. An Administration Fee applies if cancelling a Twelve (12) Month Contract within the twelve (12) month Membership Period.

5.2.3 The Administration Fee for the cancellation as specified in Table A.

5.2.4 Notwithstanding anything in the DDR terms, after the expiry of the minimum term or payments the DDR terms shall continue indefinitely until such time as the Member makes a request, after the expiry of the minimum term for it to terminate. 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 Debit Success. There will be a period of notice of 30 days unless otherwise specified by the Gym between the date of request and the date of actual termination during which any payments due must still be paid in full. The Member should contact Debit Success if they have not received written confirmation of the termination within the 30 day period.

5.2.5 There will be no refund available if you wish to terminate your membership prior to the end of your Membership Period and if you are an "Upfront Member" notwithstanding anything else in these terms and conditions.

5.3 Termination by Gym

The Gym reserves the right to grant, refuse or revoke membership at its absolute discretion. In the event of termination under this clause, the Gym will refund all monies to the Member with the exception of charges for services already delivered. In the event of termination for serious breaches of these terms and conditions, including serious and/or persistent breaches of clause 7, the Gym will be under no obligation to refund any monies back to the Member.



5.4 Permanent Disability

Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Gym may agree to cancel the membership effective from the day of notice. All monies will be refunded with the exception of charges for services already provided on a pro rata basis. No monies will be refunded for Upfront Memberships.

5.5 Suspension of Membership

Membership may not be suspended for any period of time unless permission is sought in writing from the Gym at least 3 days before the suspension. If permission is granted, under DDR agreement it may only be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks unless otherwise agreed in writing by the Gym at its absolute discretion. In order to suspend payments, you should contact Debit Success at least 3 days prior to the date of the first suspended payment. Any time spent on suspension will be added onto the minimum term of the Contract so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

6. GENERAL CONDITIONS OF ENTRY

The Member acknowledges and agrees that entry may be refused or the Gym may request the Member to leave if they are:

- 6.1 Under the age of 16 & without adult supervision or if they are
- 6.2 Under the age of 18 and have not completed an adult/guardian permission form; or if they are
- 6.3 Considered by the Gym to be acting in an inappropriate or offensive manner, which may include:
 - 6.3.1 using offensive language;
 - 6.3.2 smoking or under the influence of drugs or alcohol;
 - 6.3.3 not being dressed in appropriate gym gear;
 - 6.3.4 not using facilities in a hygienic manner including cleaning equipment after use;
 - 6.3.5 not returning weights to their correct place after use;
 - 6.3.6 bringing food into the gym or exercise classes.
 - 6.3.7 Letting non-members/casuals visitor into the gym when gym is unmanned
 - 6.3.8 Letting members into the gym when the gym is unmanned, if their pass is not working or if they don't have a pass with them.

7. ACCESS

- 7.1 All members must swipe or present their Security Fob at the facilities entry every time they attend the Gym including outside staffed hours.
- 7.2 At no stage is the Member permitted to give their Security Fob to non-members or another member to allow them to access the Gym.
- 7.3 No tailgating at the entry or allowing non-members or members in. A fine of \$150 per occurrence will apply.
- 7.4 If a member would like to train with a non-member they must attend within staffed hours and the non-member must pay the casual membership rate.
- 7.5 Members must advise of any changes of address and phone number.

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8. PERSONAL ITEMS

All personal items are **the Member's own** responsibility. The Gym does not accept responsibility for any items lost, damaged or stolen.

9. LOST OR STOLEN SECURITY FOBs

The Member must notify the Gym immediately if a Security Fob is lost or stolen. Replacements Fobs are \$15 each

10. DAMAGE TO THE GYM

Any Member who willfully or through their negligence damages the Gym or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

11. SAFETY, MAINTENANCE & SERVICE DEMAND

The Gym may from time to time as reasonably necessary:

- 11.1** close off any part of the Gym or isolate any piece of equipment for maintenance or safety reasons; or
- 11.2** change the hours of opening and closing or alter class timetables in accordance with demand.

12. DAMAGE & PERSONAL INJURY

12.1 The Member acknowledges and agrees that:

12.1.1 **The risk of injury from using the Gym's facilities and equipment is significant** including the potential for permanent paralysis and death. The Member knowingly and freely assumes all such risk and hereby releases, indemnifies and holds harmless the Gym, its respective owners, officers, affiliates, agents and employees with respect to any and all injury, disability, death, or loss or damage to Member or their property which may arise out of or in connection with using **the Gym's facilities and/or equipment.**

12.1.2 At certain times over the course of a 24 hour period the Gym will be unsupervised by the Gym staff and/or their agents ("**unsupervised periods**"). The Member knowingly and freely assumes all risk associated with using the Gym during unsupervised periods and hereby releases, indemnifies and holds harmless the Gym, its respective owners, officers, affiliates, agents and employees with respect to any and all injury, disability, death, or loss or damage to Member or their property which may arise out of or in connection with using **the Gym's facilities and/or equipment during unsupervised periods.**

12.1.3 Personal training and other classes/sessions may be supplied by either employees of the Gym or by independent contractors in which case the Member shall come to their own arrangement with the independent contractor as to payment and training times.

12.2 The Member expressly agrees that the releases in this clause 9 are intended to be as broad and inclusive as permitted by the laws of the state of Victoria and if a portion of this clause is held invalid, the balance shall remain in full force and effect.

12.3 This clause shall apply to and be effective in respect to any future membership and/or attendance by the Member at the Gym.



13. SEVERABILITY

In the event any part of these terms and conditions being or becoming void or unenforceable then that part shall be severed from these terms and conditions and the balance shall remain in full force and effect, unaffected by the severance.

14. TRANSFER OF MEMBERSHIP

- 14.1 Subject to paragraph 14.2, neither party may assign or otherwise transfer any or all of its rights and obligations under these terms and conditions without the prior written agreement of the other party.
- 14.2 The Gym will have the right to assign or novate this agreement to a third party in the event of the sale of the business.
- 14.3 The Gym may relocate to another premise within a 3 kilometer radius and the location at which the services are provided may change during the Membership Period. 14.4 In the event of clauses 14.1 or 14.2 occurring you agree that these terms and conditions will continue with the third party and/or at the new location.

15. FORCE MAJEURE

- 15.1 Neither party has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that party, for example weather conditions, war or acts of terror.
- 15.2 The party affected by these circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 15.3 If such circumstances continue for a continuous period of more than 1 month, either party may terminate this agreement by written notice to the other party.

16. WAIVER

- 16.1 No failure or delay by the service provider in exercising any right, power or privilege under this agreement will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- 16.2 The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

17. SEVERANCE

If any provision of these terms and conditions, including the DDR terms, is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement

18. JURISDICTION

These terms and conditions are governed by the laws of Victoria.

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By signing the membership contract, I also agree that I have read this release and understand the contents. I agree to abide by all posted signage and warnings.

Name:Name of Bodyflex Gym Member

Signed:.....

Date:.....

BODYFLEX & PSYCHE GYM 24/7

Name:Name of BODYFLEX GYM 24/7 representative

Signed:.....

Date:.....

MINORS WANTING TO JOIN BODYFLEX & PSYCHE GYM 24/7 – PARENT/GUARDIAN PERMISSION

Where an individual is applying for membership is under 18 years of age:

I,, being a parent or legal guardian of the person named in this contract hereby acknowledge and agree:

I have read the terms and conditions and direct debit contract and fully understand them and agree to them.

I consent to the minor named in this contract participating in any activity and I am aware of the risks, dangers and obligations set out above in the terms and conditions.

I hereby acknowledge to be fully responsible for any and all actions, damages, injuries, or loss to property or person performed by the minor with or without my supervision in the club.

I agree further that any infractions of BODYFLEX & PSYCHE GYM 24/7 policies on the minor’s part may constitute the loss of the minor’s and/or my membership privileges.

NAME OF PARENT/GUARDIAN:

Signature:.....

Date:.....

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