

# FUTURE HEALTH & FITNESS

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ABN: 54 169 676 411

## 1. Membership Agreement

- a. Please take the time to read the following Future Health & Fitness Gym Rowville terms and conditions of your membership. Please accept this membership agreement only if you understand and agree with ALL of the terms and conditions.
- b. This membership agreement is a legally binding contact between you and us. By entering into this agreement you purchase a membership or services and you agree to all the terms and conditions of this agreement.
- c. If any part of this agreement is invalid or unenforceable, the remaining parts of the agreement will continue to be valid and enforceable.
- d. If we do not enforce our contract rights at any time it does not mean that we have waived those rights, no matter how long we wait.

## 2. Member Responsibilities & General Conditions

- a. You must complete a Future Health & Fitness Gym Rowville membership application form, which includes your personal contact details and emergency contact information, and provide proof of identity at the time of application.
- b. You must be at least 16 years old to use our facilities. If you are under 18, a parent or a guardian must complete and sign your pre-exercise questionnaire, Direct Debit form and sign Membership Terms and Conditions.
- c. You must provide and keep Future Health & Fitness Gym Rowville administration with any updates regarding changes that may affect your membership- including health, contact information and/or payment details. If attempts to contact you have been unsuccessful as a result of you failing to update our database regarding change of your personal contact information, Future Health & Fitness Gym Rowville reserves the right to suspend or cancel your membership.
- d. You understand that Future Health & Fitness Gym Rowville may add to, change or remove terms and conditions, club rules and other membership conditions. This includes changing the club's opening and closing hours, its services and facilities and membership fees. If this occurs you will receive 30 days' written notice by our placing notice in the gym, posting a notice on gym's website or writing to your last known email address.
  - i. You hereby agree and acknowledge that you will be bound by such updates and revisions and that you have had an opportunity to review them.
  - ii. We recommend that you periodically visit Future Health & Fitness Gym Rowville web page to review and familiarise yourself with all current terms and conditions and review them from time to time to familiarise yourself with any updates and revisions.
- e. You must observe ALL Future Health & Fitness Gym Rowville conditions of entry, conditions of use and etiquette guidelines and all directions of Future Health & Fitness employees and agents at all times when you are attending the gym. Such rules and guidelines are shown on the front desk for you to review and may be explained to you when you join. Please see our staff if in any doubt.
- f. Future Health & Fitness Gym Rowville reserves the right to cancel your membership (including without prior notice or refund) and deactivate your access card, if you are at fault for breaching this agreement, or if you behave in a way that is a risk to yourself, other members, or staff, or deemed seriously inappropriate, including, but not limited to, the following:
  - i. Harassing or threatening others
  - ii. Using profane or obscene language
  - iii. Exhibiting behaviour that could cause injury
  - iv. Damaging equipment
  - v. Providing non-members with unauthorised access to the gym
  - vi. Lending your access card to another person
  - vii. Using performance-enhancing or illegal drugs
  - viii. Smoking in the gym or in the vicinity of 3 meters around the front entrance door
  - ix. Providing instruction to members, where not authorised to do so by Future Health & Fitness Gym Rowville
- g. Providing non-members with unauthorised access to the gym leads to the business's lost revenue, and will result in your membership card being deactivated and a penalty fee of \$150.00 will be issued. CCTV monitoring evidence will be provided by a written request.

- h. All members and guests must ensure that they are wearing suitable clothes and enclosed sports shoes in all exercise areas. Please note that wearing work boots or exercising bare foot is not permitted in the gym. You will be responsible for cleaning any dirt or mud that is left in the gym from dirty foot wear. We may provide you with vacuum cleaner to do so.
- i. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you, your guest or your kids, including, but not limited to:
  - i. Any damage to equipment from dropping weights and dumbbells, including cable and free weights machines
  - ii. Any damage to fixtures, toilets, showers, walls
  - iii. Any damage to mirrors, glass or windows by leaning on them or hitting them with weights or dumbbells whether accidental or deliberate
  - iv. Any damage caused by your motor vehicle

### 3. Membership Fees/Payments

- a. You agree that you will pay all membership fees applicable that you have selected when you join.
- b. You agree to pay all membership fees:
  - i. **Upfront:** by way of cash, EFTPOS or credit card OR
  - ii. **By direct debit:** from a nominated bank account or credit card
- c. Where you elect to make payments upfront, you acknowledge that:
  - i. **Upfront membership** is paid in advance and is not refundable. You cannot freeze your upfront membership.
  - ii. There is a cooling off period of 10 business days from the date that you commence membership, as stated on your application form. You may cancel your membership by making a request in writing during the cooling off period. We will then cancel your agreement and refund your initial payment, less any joining fees. Refund will be paid by Electronic Funds Transfer only within 10 business days. No cash refunds will be issued.
  - iii. No refunds will be issued on casual or one-off visits.
- d. Where you elect to make payments by direct debit, you acknowledge that:
  - i. **Direct debit membership** is paid continuously until you give Future Health & Fitness Gym Rowville 28 days' written notice of your intention to cancel after your contract's expiration date. Please, inform Future Health & Fitness Gym Rowville if you want to terminate your contract upon expiration of your contract's minimum term.
  - ii. Future Health & Fitness Gym Rowville uses a third party as a direct debit billing provider (DebitSuccess Pty Ltd) and you may be asked to fill out a Direct Debit Request (DDR) to allow deductions from your financial institution of choice when you join.
  - iii. If a debit is returned unpaid by your financial institution by either insufficient funds or if your bank or credit card details have changed by the payment date then you will be responsible for payment of the debit plus an additional \$10.00 for return fees/administrative costs incurred by DebitSuccess Pty Ltd. Please, keep Future Health & Fitness Gym Rowville informed of any changes to your billing account or possible late payments as soon as possible in writing to avoid such administrative costs.
  - iv. Your very first debit will include your Direct Debit membership fee plus \$10 account administration fee. Administration fee is incurred by DebitSuccess Pty Ltd for opening your account.
  - v. You have the right to freeze your Direct Debit membership for up to 3 months annually ("the freeze period"), during which time you will be charged \$5 per week instead of your standard membership fee. You understand that you cannot cancel your membership during the freeze period.
  - vi. After the expiration of "the freeze period" described above, your Direct Debit payments will continue as usual as per your Direct Debit contract.
  - vii. To cancel your Direct Debit contract before the expiration of your contract's minimum term, you can either pay off your contract's remaining balance or pay the cancellation fee - whichever is lesser. Such cancellation fee may be stated on your DDR (Direct Debit Request) form when you join; otherwise the remaining balance payment is applied.
- e. You agree that Future Health & Fitness Gym Rowville may increase or decrease membership fees at any time by giving the required notice per clause 2(d). Your membership fees will not be changed for the duration of your contract, unless you chose to do so.
- f. You will receive an access card when you join. Your photo will be attached to your account. Your lost card may be replaced for a nominal administration fee of \$20. You must have a valid access card to enter Future Health & Fitness Gym Rowville facilities.
- g. In addition to the circumstances outlined in above Clause 2(f), your access card will be deactivated immediately when your membership agreement expires. However, if you have any unpaid or outstanding fees, or you experience hardship in making a payment, Future Health & Fitness Gym Rowville may extend your membership by seven days, during which you can access the gym and pay your membership fees.
- h. You can transfer your membership to another person. Please note that a transfer fee of \$55 applies.

#### 4. Operating hours & access

- a. Future Health & Fitness Gym Rowville will provide you with access to the Future Health & Fitness Gym Rowville facility during its operating hours, as shown on the gym website and in the gym.
- b. Future Health & Fitness Gym Rowville may close all facilities at all sites annually on:
  - i. Good Friday
  - ii. The duration of Christmas/New Year
- c. You understand that Future Health & Fitness Gym Rowville will automatically suspend your membership, should the gym be closed for renovations or closed on any public holidays or during the Christmas/New Year.

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#### 5. Future Health & Fitness Gym Rowville Sport Services and Inherent Risks

- a. Future Health & Fitness Gym Rowville may have **UNSUPERVISED HOURS** of operation. **UNSUPERVISED HOURS** means that no directors or managers may be present at the reception or in the gym regardless of the stated above opening or management hours as per clause 4(a).
- b. During such **UNSUPERVISED HOURS** Future Health & Fitness Gym Rowville may not be able to assist you while you are at the premises of the gym in the following, but not limited to circumstances:
  - i. Assist you in case of injury
  - ii. Assist you in case of physical extortion
  - iii. Assist you in case of danger to your personal safety
  - iv. Call an ambulance or a police
- c. You understand that whilst Future Health & Fitness Gym Rowville directors and staff exercise utmost safety and care, there are inherent risks of personal injury involved in participating in fitness training and **unsupervised use** of fitness equipment, and that you accept these risks:
  - i. You acknowledge and agree that all exercise facilities are used by you, at your own risk.
  - ii. You release, to the fullest extent permitted by law, Future Health & Fitness Gym Rowville, its officers, directors, managers, employees and agents, from all claims and demands of any kind, which may arise from your use of the exercise facilities.
  - iii. You undertake that you know how to exercise safely, and if you do not know how to do so, you agree to seek advice prior to commencing any exercise.
- d. If you have any known medical or health conditions, which have or may have an impact on your health, then you must provide Future Health & Fitness Gym Rowville with a certificate from your doctor, stating that you are safe to undertake physical exercise. Such doctor's certificate must be done in writing prior to joining.
- e. Otherwise, every time you use or access Future Health & Fitness Gym Rowville facilities, you certify that you are:
  - i. In a good physical condition
  - ii. and that you are able to undertake an exercise program
  - iii. and that you assume all risks associated with physical strain and exertion
- f. Our staff and contractors are not medically trained nor medically qualified to assess if you are in good physical condition or can exercise without damaging your health, safety, comfort or physical condition. If you are in any doubt, it is your responsibility to seek expert or medical advice before commencing membership with us.
- g. You are responsible for the safety and security of your personal property while on the premises of Future Health & Fitness Gym Rowville. Future Health & Fitness Gym Rowville does not assume any responsibility whatsoever for loss or damage to your personal property, or for any indirect or consequential loss to you or your personal property.
- h. Future Health & Fitness Gym Rowville does not assume any responsibility for loss or damage suffered by you as a result of the actions of a third party, such as a personal trainer.
- i. The following limitation of statutory guarantee applies to your membership. Any reference to 'form' in the warning below is in reference to these terms and conditions.

#### 6. Warning under the Australian Consumer Law and Fair Trading Act 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.