

The Gym Glenelg

2019 General Membership Terms and Conditions

Welcome to The Gym Glenelg. To ensure that we are able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this membership agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

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Part 1 - Preliminary

1. Introduction

By signing the agreement you are agreeing to have been given a copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that you are medically sound to undertake a normal course of exercise, you use the Club facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health. This agreement also relates to the member's authority to DebitSuccess Pty. Ltd. to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request. These terms are stated below.

2. Definitions

- (1) In this Agreement unless the contrary intention appears:
 - (a) The singular includes the plural and vice versa.
 - (b) A reference to a party includes that party's legal personal representative heirs and assigns.
 - (c) "Member" includes the parent or guardian of the Member if the Member is under 18 years.

- (d) "Member" refers to the name in which the membership account has been created, which at times may differ to the party paying for the membership.
- (e) "The Gym Glenelg" means the "Prulec Pty. Ltd. as Trustee for MPCBOY Trust (ABN 54181033912)".
- (a) "DebitSuccess" is DebitSuccess Pty Ltd, PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 148 848, E-mail: Memberservice@debitsuccess.com. All queries and comments about the services provided under this Agreement should be directed to the Club. All queries and comments about the direct debit billing service should be directed to DebitSuccess. The Member acknowledges that DebitSuccess has been engaged by the Club to collect the fees due under this agreement if paying by way of direct debit, and also acknowledges that all rights of the Club under this Agreement are able to be enforced by DebitSuccess as if it were the Club without any involvement on the part of the Club or the consent of the Member. South Australia only: If Periodic Agreement – this contract is a periodic agreement that will continue until terminated by you or by The Gym Glenelg. If Fixed Term Agreement – this is a fixed term agreement and if further membership periods are required a new agreement will be required. Supply Period – the supply period for supply of goods and services is a minimum of 4 weeks. Please ensure that you also cancel any direct debit authorisation for payments under this agreement for; a) Periodic Agreement -upon termination of the agreement, or; b) Fixed Term – either at the end of the fixed term or on earlier termination.

Part 2 - Facility

3. Reception and Access

All members must present their membership card (or photo ID) upon entry to the club at every visit. The reception staff will scan your card registering your attendance. Card scan is compulsory for security and insurance requirements. Card replacement cost is \$19.95 for access fobs. Upon joining The Gym Glenelg a photo will be taken of you for security reasons relating to the safety of our members. The photograph will not be used for any other purposes and will be stored securely on our database. All 'guest visitors' to The Gym Glenelg are required to present photo identification upon every visit. Entry to the Club may be refused as a result of unpaid or outstanding membership fees. Please advise us of any changes to your address and / or contact information.

4. General Conditions of Entry

To assist us in maintaining a safe and comfortable environment for all members and staff, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership:

(1) ENTRY

Entry will be refused or you may be requested to leave the Club if:

- (a) You are using abusive or threatening language or behaving in a threatening way.
- (b) You are under the influence of drugs or alcohol.

(2) NON-SMOKING

The Gym Glenelg is a non-smoking facility. Smoking is not permitted within the facility or within 20 meters from the entry doors.

- (3) **RELAXATION ZONES**
Steam Rooms are available in the club for male and female use and as such minimum standards of dress apply.
- (4) **DRESS CODE**
Fully enclosed, clean sports shoes must be worn during workouts for safety reasons. Members are required to wear a singlet or t-shirt at all times in the Health Club. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.
- (5) **TOWELS**
Please use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards.
- (6) **ILLEGAL ACTIVITIES**
No illegal activities are permitted in the club, including but not limited to, the use or sale of steroids or performance enhancing drugs.
- (7) **CHILDREN**
Children up to and including 12 years of age, who are not members of The Gym Glenelg, are not permitted anywhere within our Club. Children 12 years of age and over may be considered for access to the Club at The Gym Glenelg's discretion and may become The Gym Glenelg members and have restricted access to Club facilities only whilst they are fully supervised by a personal trainer and / or a parent or legal guardian. Children 15 years of age or older can join as a member (with authorisation of parent or guardian) but may have restricted access to some facilities and services.
- (8) **PERSONAL TRAINING**
Personal training services are available for use at The Gym Glenelg for an additional fee. Please contact your Club for more information or see the personal training noticeboard and make contact with one of our trainers directly. Personal Trainers within The Gym Glenelg are contractors and all arrangements for personal training services and payments should be made directly with the trainer. Please note only authorised The Gym Glenelg registered Personal Trainers are permitted to train members in the club. Conducting personal training within The Gym Glenelg without being an approved trainer may result in the cancellation of your membership.
- (9) **PHOTOGRAPHY**
There is to be no filming or photography in The Gym Glenelg by members.
- (10) **ALLOWING US TO USE YOUR IMAGE**
We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

5. Use of Equipment

For the safety of you and others, please follow all equipment operating and safety instructions on the equipment. If you are not sure of correct use or operation of equipment please seek assistance from a team member of The Gym Glenelg. Where Functional Training Zones are available please seek assistance from a Personal Trainer if you are unfamiliar with the equipment or its safe and appropriate use. We ask that you return weights and bars to their racks when you have finished with them. This includes unloading plates from machines and bars when you have finished. This also applies to equipment used in Group Fitness classes.

6. Lockers

Lockers are available and are located in the change rooms. Please look after your personal items. The Gym Glenelg employees, or contractors, are not responsible for any loss of personal property. Lockers provided are not security devices. Please keep all valuables with you while using the Club. Damage to the lockers will incur a \$25.00 charge. Unfortunately The Gym Glenelg is unable to look after your personal possessions (keys and wallets for example) whilst you are in the Club. Please do not bring bags to the gym floor.

7. Lost Property

We highly recommend that you use lockers for your belongings. The Gym Glenelg does not take responsibility for loss or damage of your belongings. Any items of lost clothing will be held for two weeks, and then donated to charity.

8. Damage and Personal Injury

To the extent permitted by law, The Gym Glenelg and DebitSuccess excludes any liability to the Member in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with this Membership Agreement and/or the services/products provided by The Gym Glenelg and/or DebitSuccess, and/or any act or omission of The Gym Glenelg and/or DebitSuccess.

9. Safety, Maintenance and Service Demand

- (1) From time to time The Gym Glenelg may be required to make changes to the operation of the premises, these may include:
 - (a) Changing the operating hours to suit demand.
 - (b) Changing the availability of facilities or services within the Club.
 - (c) Closing off part of the premises or equipment for maintenance or safety reasons.
 - (d) Changing Conditions of Entry or Club Rules.
- (2) Where this occurs The Gym Glenelg will provide reasonable notice on the Club notice boards and at reception.

Part 3 - Membership

10. Membership

(1) ENTITLEMENTS

Membership at The Gym Glenelg entitles you to:

- (a) Work out as many times as you wish in a given period.
- (b) Participate in normally scheduled Group Fitness classes.
- (c) Use of exercise equipment located on the gym floor and cardiovascular training areas.

- (d) Where applicable, use the other facilities including steam rooms and other Relaxation Zone facilities.

(2) OBLIGATIONS

Membership at The Gym Glenelg requires you to:

- (a) Update your contact details when they change so that we can keep in touch.
- (b) Comply with all Conditions of Entry (see in Club signage) and the guidelines in this document.
- (c) Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- (d) Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.
- (e) You acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

(3) SPECIAL CONDITIONS REGARDING MEMBERSHIP ENTITLEMENTS

- (a) The Gym Glenelg reserves the right to make changes to exercise equipment supplied in the club at any time. The Gym Glenelg also reserves the right to make changes to the Group Fitness timetable at any time. (ie. alter class type, times and instructors).
- (b) All entitlements and entry into The Gym Glenelg is revoked if a member's account is in arrears in excess of \$100.00.
- (c) If your automatic direct debit reverses or is returned to us by your financial institution we will attempt to contact you about retrying the debit. If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal and late fees that apply. If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Club. If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.

(4) CHANGES TO CONDITIONS

The Gym Glenelg reserves the right to change the conditions contained in Clause 8 by providing you with one month advance written notice of any changes.

(5) MEMBERSHIP FEE INCREASE

If you have joined on a 12 month membership term then after your minimum term has expired your membership fees will increase by 3% from the first direct debit date and annually thereafter without further notice.

11. Cancellation / Termination

(1) CANCELLATION / TERMINATION

This agreement is subject to a cooling off period. A cancellation request should be directed in writing to The Gym Glenelg admin@thegymglenelg.com.au.

(2) DURING COOLING OFF PERIOD

Your membership is subject to a 7 day cooling off period. The cooling off period starts from the date the agreement is entered into and ends at close of business 7 days later and may be terminated under the following conditions:

- (a) The Gym Glenelg requires a written request to terminate the membership within the time frame specified as the cooling off period from signing the membership agreement.

- (b) All monies paid will be refunded with the exception of an access fee of \$59 if your key tag and any merchandise you received on joining are not returned.
- (c) The Gym Glenelg may request an additional payment to recover costs in relation to any fitness services provided to the member within this period.

(3) OUTSIDE COOLING OFF PERIOD

Your membership may be terminated under the following conditions outside of the cooling off period:

- (a) Permanent Sickness or Physical Incapacity:
 - (i) The Gym Glenelg requires a written cancellation request advising the nature of the illness or physical incapacity, outlining specifically how this prevents you from utilising any of the services or facilities that The Gym Glenelg is able to provide.
 - (ii) The Gym Glenelg may require a medical certificate stating that you cannot utilise any fitness services or facilities because of your permanent illness or physical incapacity.
 - (iii) The Gym Glenelg may agree to cancel the membership upon payment of a cancellation fee of \$50.00.
- (b) Cancellation for any other reason:

The Gym Glenelg requires that a written cancellation request form be completed and all requests must be directed, in the first instance admin@thegymglenelg.com.au. The minimum fee amount is written on the front of your membership contract, which is automatically emailed to the specified email address upon joining.
- (c) Cancellation within Minimum Term:

The member may terminate this Agreement before the expiry of their minimum term (or payment amount) if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request. The cancellation fee is \$150.
- (d) Cancellations after completion of Minimum Term:

There will be a period of notice of 14 days, unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full. 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 The Gym Glenelg and/or DebitSuccess. The Member shall not consider that this Agreement has been terminated until such time as this is confirmed in writing to the Member by DebitSuccess (not more than 14 days after the termination date). Termination of this Agreement will also terminate the Direct Debit Request Authority.
- (e) Ongoing Membership Agreements:

After the expiry of the minimum term or payments, and after all instalments and fees due have been paid in full, should the box on the front of this Agreement requesting termination at minimum term be marked then this Agreement shall automatically terminate. Should the box on the front of this Agreement requesting termination after the minimum term not be marked, then this Agreement shall continue indefinitely until such time as the Member makes a request, after the expiry of the minimum term for it to terminate.
- (f) Termination by The Gym Glenelg:

The Gym Glenelg reserves the right to terminate this membership agreement in accordance with the following conditions:

- (i) Failure to abide by any of the criteria listed in the Conditions of Entry (posted in your Club) or the items listed in this agreement.
- (ii) Action upon a complaint by either a Club member or an employee (or contractor) of The Gym Glenelg.

12. Transfer of Membership By The Member

A The Gym Glenelg 12 month direct debit membership, while within minimum term, may, at The Gym Glenelg's discretion, be transferred to a non-member for a fee of \$50.00. Transfers are subject to special criteria in addition to The Gym Glenelg's normal membership guidelines. The terms of the membership agreement and the Club that the membership is associated with remain unchanged.

13. Suspension

Suspensions are available for a minimum period of two weeks and a maximum of four weeks per year. A suspension form must be completed in person at the Club at least 3 days before the period requested and cannot be back dated. A fee of \$5.00 per week applies to suspend your membership over your annual four week allotment of time and is payable in advance on pre-paid memberships and non direct debit clients. Direct debit clients will have their suspension fees directly debited. Membership suspension fees do not contribute to the total minimum membership fee.

14. Payments By Direct Debit

If paying by Direct Debit the Member agrees to pay the instalment amount at the agreed payment frequency until this Agreement is terminated in accordance with clause 10. Should there be any arrears in payments the Member authorises DebitSuccess to debit the outstanding balance in order to bring the account up to date.

15. Administration Fee (Direct Debit)

If paying by Direct Debit, a one-off fee of \$99.00 is payable to DebitSuccess by the Member on signing of this Agreement. This fee is split, \$89 to The Gym Glenelg, \$10 to DebitSuccess.

16. Privacy

A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by The Gym Glenelg or DebitSuccess to provide you with the services contemplated by this Agreement. DebitSuccess' Privacy Statement is to be found on its website www.debitsuccess.com. The Gym Glenelg's Privacy Statement can be obtained from its website www.thegymglenelg.com.au.

17. Debt Collection Agencies

If paying by Direct Debit, upon default by the Member in regard to any obligation under this Agreement and failure to remedy the default after notification by DebitSuccess, the Member authorises DebitSuccess to notify any debt collection agency of the default. Should this occur then at DebitSuccess' sole discretion it may terminate the Agreement at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full. The Member authorises DebitSuccess to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being DebitSuccess' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

18. Increase In Fees

If paying by Direct Debit, The Gym Glenelg may at any time AFTER the end of the minimum term, upon sending written notice to the Member's last known address and giving 14 days notice, increase the instalment amount. If the Member wishes to terminate this Agreement as a result of the increase in the instalment amount, the Member must notify The Gym Glenelg / DebitSuccess in writing within 14 days of the date of the written notice sent by The Gym Glenelg / DebitSuccess. The Agreement will be terminated upon receipt of this notice. If the Member does not notify The Gym Glenelg / DebitSuccess of its intention to terminate this Agreement within such specified time period, then this Agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the Member.

Part 4 - Direct Debit Terms and Conditions

19. Initial Terms

DebitSuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the DebitSuccess DDR Membership Agreement signed and accepted by you.

20. Change of Terms

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days notice of the changes including if applicable the new amount, new frequency and next debit date. Deferring or Stopping a Payment

21. Deferring or Stopping a Payment

Should you wish to defer a payment to another date you must contact DebitSuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of DebitSuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become Overdue.

22. Altering The Schedule

Should you wish to alter the payment frequency or Day to Debit contact DebitSuccess and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting DebitSuccess on 1800 040 576). Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

23. Suspending The Payments

Suspension of payments may be possible under the terms of your Membership Agreement. Payments may be suspended for a minimum of 7 days at a time so long as the total time suspended within 12 months does not exceed 4 weeks. In order to suspend payments you should contact DebitSuccess at least 3 days prior to the date of the first suspended payment. There is a charge of \$5.00 per week while the Membership Agreement is suspended unless a different fee is specified on the front of this Contract. Any time spent on suspension will be added onto the minimum term of the Membership Agreement 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.

24. Cancelling The Payments

You can cancel this Direct Debit Request Authority by requesting this of DebitSuccess or your bank. Cancellation of the authority to debit your account will not terminate this Membership Agreement or remove your liability to make the payments you have agreed to.

25. Disputes

If you dispute any debit payment, you must notify DebitSuccess immediately. DebitSuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

26. Non-Working Day

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

27. Dishonoured Payments

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured DebitSuccess will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. DebitSuccess may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract (refer to Part 3 (17) Debt Collection Agencies).

28. Enquiries

All enquiries should be directed to DebitSuccess and should be made at least 1 working day prior to the next scheduled debit date.

29. Your Other Responsibilities

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide DebitSuccess with a new account number.

Annexure A - Additional Terms and Conditions For Paid Upfront Memberships

(1) CANCELLATION/TERMINATION

This agreement is subject to a 7 day cooling off period. The cooling off period commences at the close of business on the date of signing. The cooling off period is 7 days. New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the services and the programs. All monies will be refunded on a pro rata basis with the exception of

administration charges on services already delivered. A departure form must be completed in club for all cancellations.

(2) **PERMANENT DISABILITY**

Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability illness, the Centre may agree to cancel the membership for an administration fee of up to 10% of the membership fee. All monies will be refunded with the exception of charges for services already delivered.

Annexure B - Free Trial Terms and Conditions

- (1) The Promoter is conducting the promotion in The Gym Glenelg in SOUTH AUSTRALIA.
- (2) The "5 Day Pass" offer is limited to local residents only (proof of residency required) one pass per person and valid for first time The Gym Glenelg users only.
- (3) The pass must be activated before the expiry date on the pass, and once activated is valid for 5 consecutive days.
- (4) Passes that are not activated before the expiry date are void.
- (5) The pass does not include any additional training, TRX Team Training, 12 Week Challenge or any other additional services/ products.
- (6) A "5 Day pass" is valued at \$100.
- (7) This offer cannot be used in conjunction with any other offer.
- (8) The Promoter and participating outlet shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking any of the prizes, except for any liability which cannot be excluded by law and the user of the pass indemnifies the Promoter and the Participating Outlet in relation to any claim, loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained.
- (9) The Promoter reserves the right to cancel any pass during the 5 consecutive day term at its discretion.

Annexure C - Buddy Day / Week Promotion

- (1) The Promoter is conducting the promotion in The Gym Glenelg in SOUTH AUSTRALIA.
- (2) The "Buddy Monday" promotion is limited to residents of South Australia only (proof of residency required).
- (3) 'Buddies' can only access the facility on the specified dates of the promotions within the facilities staffed hours. Failure to do so may result in membership cancellation.
- (4) The Promoter reserves the right to refuse access to any non-member at its discretion.
- (5) This offer cannot be used in conjunction with any other offer.
- (6) 'Buddies' must sign into the guest register of the facility before entering.

Annexure D - South Australian Specific Clauses

- (1) The following definitions and terms apply to South Australian Memberships only:

- (a) If Periodic Agreement: the membership will continue until terminated by you or by The Gym Glenelg.
 - (b) If Fixed Term Agreement: the membership is for a fixed term only and if further membership periods are required a new agreement will be required.
 - (c) Supply Period: the supply period for supply of goods and services is a minimum of 2 weeks.
 - (d) Please cancel any direct debit authorisation for payments under this agreement for:
 - (i) Periodic Agreement: upon termination of the agreement; or
 - (ii) Fixed Term Agreement: either at the end of the fixed term or on earlier termination.
- (2) For South Australian members, if your membership entitles you to Free Time, you will not be charged membership fees and the Free Time shall be included in your membership term, such term not to exceed 12 months in total.