

The Gym Glenelg

# 2021 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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## Contents

### Part 1 - Preliminary

1. Introduction
2. Definitions

### Part 2 - Facility

3. Reception and Access
4. General Conditions of Entry
5. Use of Equipment
6. Lockers
7. Lost Property
8. Damage and Personal Injury
9. Safety, Maintenance and Service Demand

### Part 3 - Membership

10. Membership
11. Cancellation / Termination
12. Transfer of Membership By The Member
13. Suspension
14. Payments By Direct Debit
15. Administration Fee (Direct Debit)
16. Privacy
17. Debt Collection Agencies
18. Increase In Fees

## **Part 4 - Direct Debit Terms and Conditions**

19. Initial Terms
20. Change of Terms
21. Deferring or Stopping a Payment
22. Altering The Schedule
23. Suspending The Payments
24. Cancelling The Payments
25. Disputes
26. Non-Working Day
27. Dishonoured Payments
28. Enquiries
29. Your Other Responsibilities

## **Annexure A - Paid In Full Membership Terms and Conditions**

## **Annexure B - Free Trial Terms and Conditions**

## **Annexure C - Buddy Day / Week Promotion**

## **Annexure D - State Specific Clauses**

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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 and obligations outlined in this agreement. 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 The Gym Glenelg 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 and can also be accessed on The Gym Glenelg website ([thegymglenelg.com.au](http://thegymglenelg.com.au)).

## **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) "You" and "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.
- (d) "You" and "Member" includes the parent or guardian of the Member if the Member is under 18 years.
- (e) "Club" refers to The Gym Glenelg as a fitness facility.
- (f) "The Gym Glenelg" means the "Prulec Pty. Ltd. as Trustee for MPCBOY Trust (ABN 54181033912)".
- (g) "Website" means The Gym Glenelg website at [www.thegymglenelg.com.au](http://www.thegymglenelg.com.au)
- (h) "24/7 Access Pass or FOB" means the electronic membership card or FOB you are provided with when you elect to access the club outside of staffed operational hours.
- (i) "24/7 Access Procedure/Policy" means The Gym Glenelg policy concerning use of the Club facility outside staffed operational hours which you are advised of at the time of your 24/7 access procedure induction.
- (j) "Clubfit Software" is Clubfit Software Pty Ltd Direct Debit User ID 428564. 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 The Gym Glenelg. The Member acknowledges that Clubfit Software 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 Clubfit Software 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 2 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 Club Access

- All members must present their membership card (or photo ID) upon entry to the club at every visit.
- You will scan your card as outlined in your induction in order to register your attendance. Card scan is compulsory for security and insurance requirements.
- If you misplace your membership 24/7 Access FOB, a replacement can be purchased from reception for \$19.95 upon providing proof of identification.
- Upon joining The Gym Glenelg a photo will be taken of you for security and safety reasons. The photograph will not be used for any other purposes and will be stored securely on our database in accordance with our Privacy Policy. All 'guest visitors' to The Gym Glenelg are required to present

photo identification upon every visit, complete the guest register and otherwise comply with the terms relating to a guest visit that are available on our website.

- Entry to the Club may be refused as a result of unpaid or outstanding membership fees as detailed in your membership agreement. 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, you are required to 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; or
- (b) You are under the influence of drugs or alcohol; or
- (c) You instruct other members when The Gym Glenelg has not authorised you to do so; or
- (d) You behave in another way that is considered by The Gym Glenelg to be risky or seriously inappropriate

(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 excluding selected Mind Body classes (see reception for more details). 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

You must have a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. You may be requested to cease training if you do not have a towel or use a towel. Where available, you can purchase a towel from reception.

(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

Minors under the age of 18 years may be eligible for a membership subject to The Gym Glenelg's Age Policy (as updated and displayed on the website) and the following terms and conditions:

- (a) the minor must attend a safety induction in order to be granted access to the club
- (b) The minor must comply with all safety requirements of the club as communicated to the member

- (c) The minor's membership may be terminated for any inappropriate behavior, misuse of equipment or failure to comply with safety requirements
- (d) A minor may be declined a membership at the managers discretion based on the Age Policy requirements outlined in this agreement and on our website
- (e) The minor must comply with the applicable sections of the Age Policy
- (f) Access to the Club may be subject to managements discretion and may be limited to access during staffed hours only and permitted use of equipment or class participation as set out below.
  1. 12 Years Old & Younger: Not able to access the facility as a member or guest.
  2. 13 to 14 Years Old: Not able to access the facility as a member or guest unless approved directly by Management.
  3. 15 Years Old: Can Access the facility with an access key, however, require constant supervision from a parent, guardian or Exercise Professional including a Personal Trainer. Eligible to participate in non-weight-based exercises, classes or use the cardiovascular equipment or pin-loaded machines.
  4. 16 Years and Older: Can access the facility outside of staffed hours with their 24/7 Access Key without direct supervision from a parent/legal guardian or Exercise Professional.

(8) **PERSONAL TRAINING**

Personal training services are available for use at The Gym Glenelg for an additional fee. Please contact the Club, visit our website or see the personal training noticeboard for more information and to make contact with one of our trainers directly. Personal Trainers within The Gym Glenelg are independent contractors and all arrangements for personal training services and payments should be made directly with the Personal 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 unless approved by Management.

(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.
- You are required to return equipment to their original state when you have finished, including:
  - Return weights and bars to their rack;

- Unload plates from machines, bars and sled;
- Return equipment to its storage location in Group Fitness classes
- As a courtesy to other members, please use a clean towel when using equipment, wipe down equipment after use and keep phone use to a minimum.

## **6. Lockers, Lost Property and Valuables**

- Lockers are available and are located in the change rooms. The Gym Glenelg employees, or contractors, are not responsible for any loss or damage to personal property from the club or a locker.
- Lockers provided are not security devices. The Gym Glenelg recommends that you 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.
- Bags are not permitted on the Gym Floor for safety reasons.
- Personal items are not permitted to be stored in lockers overnight and lockers are cleared daily. Any items remaining in lockers will be moved to our open lockers under surveillance. Any items of lost clothing will be held for two weeks, and then donated to charity.

## **7. Damage and Personal Injury**

To the extent permitted by law, The Gym Glenelg 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 any act or omission of The Gym Glenelg.

## **8. 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, website, social media platforms 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, subject to any changes to operations due to unforeseen events outside the Club's control.
- (b) Participate in normally scheduled Group Fitness classes. However, please note additional fees may apply for specific group fitness programs. Please refer to The Gym Glenelg's website for more information in relation to these additional offerings where available.
- (c) Use of exercise equipment located on the gym floor and cardiovascular training areas.
- (d) Where applicable, use the other facilities including steam rooms.
- (e) The Gym Glenelg reserves the right to make changes to:
  - (a) Exercise equipment supplied in the Club at any time or
  - (b) The Group Fitness Timetable at any time (i.e. alter class type, times and instructors).

### (2) MEMBERSHIP OBLIGATIONS

Membership at The Gym Glenelg requires you to:

- (a) Advise The Gym Glenelg of any changes to your contact or membership details.
- (b) Comply with all Conditions of Entry (see in Club signage) and the guidelines in this document and the required Safety Waiver for 24/7 Access.
- (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 CERTAIN MEMBERSHIP TYPES AND OVERDUE FEES

- (a) All entitlements and entry into The Gym Glenelg is revoked if a member's account is in arrears in excess of \$100.00.
- (b) If your automatic direct debit reverses or is returned to us by your financial institution the following process will occur:
  - (a) we will attempt to contact you about retrying the debit.
  - (b) If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal and late fees that apply.
  - (c) If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Club.
  - (d) 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.
- (c) If there are special conditions relating to your membership type, these will be either attached to your membership contract or displayed on the website and form part of your membership agreement.

(d) If your membership entitles you to Free Time, you will not be charged your weekly fees for use of the club during the specified period. However, this may vary if your suspension period does not align with your scheduled billing dates, therefore, a pro-rata payment may occur.

(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. All cancellation requests are required in writing to The Gym Glenelg [admin@thegymglenelg.com.au](mailto:admin@thegymglenelg.com.au) or via the website enquiry form. A cancellation request should be provided to The Gym Glenelg under the following guidelines:

(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 (the date the agreement is signed) 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 requires 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 to [admin@thegymglenelg.com.au](mailto:admin@thegymglenelg.com.au). The minimum fee amount is written on the front of your membership agreement, which is automatically emailed to the specified email address upon joining.

(c) Cancellation for any other reason within Minimum Term:



- (i) 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.
- (ii) The cancellation fee is \$150.
- (d) Cancellations after completion of Minimum Term:
  - (i) 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.
  - (ii) The notice period will exclude suspension or payment break time applied to your membership.
  - (iii) 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.
  - (iv) The Member shall not consider that this Agreement has been terminated until such time as this is confirmed in writing to the Member by The Gym Glenelg Administration (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:
  - (i) If an agreement is designated as an Ongoing or Flexi Membership at the front of the Agreement you acknowledge that unless you provide notice of termination of your membership prior to the end of your minimum term your membership fees will continue to be deducted indefinitely until such time a members provides. The Gym Glenelg 14 days written notice of their intent to end their membership.
  - (ii) If your contract is designated as a Fixed Term Membership you acknowledge that your membership agreement will terminate at the end of the term displayed at the front of this agreement unless you renew prior to the end of this agreement.
  - (iii) 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 any of the following circumstances:

  - (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 or;
  - (iii) If The Gym Glenelg reasonably believes that you have engaged in inappropriate conduct or;
  - (iv) The temporary or permanent closure of the club or;

- (v) To protect the health and safety of you or other members.

## 12. Transfer of Membership By The Member

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 A member of The Gym Glenelg may transfer a membership under the following circumstances at The Gym Glenelg reasonable discretion:
  - (i) The membership is a 12 month or greater direct debit membership and
  - (ii) The membership is within the Minimum Term; and
  - (iii) The person you are transferring the membership to is a non-member
- (d) A membership can be transferred to a non-member for a fee of \$50.00.
- (e) Transfers are subject to special criteria in addition to The Gym Glenelg's normal membership guidelines and terms and conditions. The terms of the membership agreement and the Club that the membership is associated with remain unchanged.

## 13. Suspension

- (a) A membership suspension may be possible under the terms of your Membership Agreement. On all membership agreements, payments may be suspended for a minimum of one week at a time with the total accumulated suspension time per year subject to your membership type.
- (b) All suspension requests are required in writing, therefore, a member must submit a request via email to [admin@thegymglenelg.com.au](mailto:admin@thegymglenelg.com.au) or in Club at least 3 days before the period requested. A membership suspension cannot be backdated.
- (c) A fee of \$5.00 per week applies to suspend your membership over your annual allocated 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.
- (d) Membership suspension fees do not contribute to the total minimum membership fee, therefore, the period of membership suspension will be added to the Minimum Term so that the sum of the instalments Payable shall remain the same.
- (e) If your Membership is on suspension, your club access and other membership entitlements are also on hold until such time as you remove your membership suspension, or it automatically ends reflective of your submitted requested suspension dates.

## 14. Payments By Direct Debit

- (a) 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.
- (b) Should there be any arrears in payments the Member authorises The Gym Glenelg 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 The Gym Glenelg by the Member on signing of this Agreement.

## 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 to provide you with the services contemplated by this Agreement.
- The Gym Glenelg's Privacy Statement can be obtained from its website [www.thegymglenelg.com.au](http://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 The Gym Glenelg:
  - The Member authorises The Gym Glenelg to notify any debt collection agency of the default.
  - The Gym Glenelg may, at its sole discretion, 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 The Gym Glenelg to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being The Gym Glenelg' 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 day's 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 in writing within 14 days of the date of the written notice sent by The Gym Glenelg.
- The Agreement will be terminated upon receipt of this notice. If the Member does not notify The Gym Glenelg 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

The Gym Glenelg will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the The Gym Glenelg 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 The Gym Glenelg before the date of that payment to request the deferment. Deferments are entirely at the discretion of The Gym Glenelg 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 The Gym Glenelg 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 The Gym Glenelg. 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 The Gym Glenelg 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 The Gym Glenelg 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 The Gym Glenelg immediately. The Gym Glenelg 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 The Gym Glenelg 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. The Gym Glenelg 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 The Gym Glenelg 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 The Gym Glenelg 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 is 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. The member can only access and use the club and its facilities in accordance with The Gym Glenelg age policy which restricts access and usage of certain equipment.
- (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.
- (10) A person cannot redeem a "5 Day Pass" if they have been a member or have already used a "5-day Free pass) in the last 3 months.

### **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.

## Annexure E – Age Policy

### Summary

This policy outlines the permitted membership, access/club entry, equipment usage and program participation provisions for underage members or minors at The Gym Glenelg.

### Definitions

Contractor: Including but not limited to; Exercise Professional/Personal Trainers and Allied Health Professionals. Legal Guardian: The Person legally recognized as the primary caretaker of the minor (if not the parent of the minor). Minor: A member., casual visitor or guest under the age of 18 years. Team Member: A person employed by The Gym Glenelg under a contract of Employment.

### Application

What is the policy:

- The following policies are to be followed at all times when allowing an underage person access to the club;
  - Membership is permitted only with the consent and signature of the minor's parent/legal guardian on all membership agreements, pre-exercise questionnaires, guarantor forms and waivers.
  - If a minor wishes to redeem a free trial pass, casual visit or "Buddy Day/Week", a full pre-exercise questionnaire and waiver must be completed and signed by the minors parent/legal guardian before entry to the club will be granted and usage conditions are as set out in this policy.
  - A photograph of the minor must be attached to their account for identification purposes.
  - Access to the Club may be subject to managements discretion and may be limited to access during staffed hours only and permitted use of equipment or class participation is set out below.
    - 12 Years Old & Younger: Not able to access the facility as a member or guest.
    - 13 to 14 Years Old: Not able to access the facility as a member or guest unless approved directly by Management.
    - 15 Years Old: Can Access the facility with an access key, however, require constant supervision from a parent, guardian or Exercise Professional including a Perrosnla Trainer. Eligible to participate in non-weight-based exercises, classes or use the cardiovascular equipment or pin-loaded machines.
    - Over 16 Years Old: Can access the facility outside of staffed hours with their 24/7 Access Key without direct supervision from a parent/legal guardian or Exercise Professional.