

EXERCISE FOR LIFE MEMBERSHIP TERMS AND CONDITIONS

*THIS DOCUMENT WILL AFFECT YOUR LEGAL
RIGHTS AND LIABILITIES
READ CAREFULLY BEFORE SIGNING*

You can cancel this Agreement within 48 hours after signing this Agreement by advising the Centre in writing. If you do so, We will refund the membership fee paid by You (less fees for any use of the Facilities during the cooling off period) within 14 days of when We receive the Notice.

THIS AGREEMENT IS MADE BETWEEN:

The Active Ageing Centre Pty Ltd (ACN 106 305 686) trading as "Exercise for Life" of 6/72 Walter Road, Bedford in Western Australia ("We" / "Us")

AND

The Member (as defined in the Schedule to this Agreement) ("You")

1 DEFINITIONS

"Agreement" means this Agreement between Us and You, as amended from time to time;

"Centre" means the Centre noted in the Schedule of this Agreement, being the Centre to which this Membership Agreement relates and which the Member is permitted to use on the terms and conditions of this Agreement;

"Classes" means any exercise or wellness classes run by Us;

"Code" means the Fair Trading (Fitness Industry Code of Practice) 2010 as amended from time to time;

"Commencement Date" means the date that completion of the ParQ Form and EPS have been completed and this Agreement has been executed;

"DD" means the payment by direct debit by You to Us for payment of your Fees;

"EPS" means the Exercise Prescription Session and Centre orientation required to be completed by all members prior to the Commencement Date and as a condition of this Agreement;

"Equipment" means the apparatus used in the supply of the fitness services made available for Member use at the Centre, subject to the terms and conditions of this Agreement;

"Fees" means your membership fees payable pursuant to this Agreement;

"Facilities" means the Equipment, ablutions and the Centre, available for use by You in accordance with this Agreement;

"Member" means You;

"Membership" means the license for you to attend the Centre and use the Facilities;

"Notice" means written notice to you by post, by notice at the entrance to the Centre or by email to you;

"ParQ Form" means the questionnaire required to be completed by you as a condition of your Membership;

"Rules" means the rules of the Centre which form part of this Agreement and may be modified from time to time by Notice to You;

"Staffed Hours" means the staffed hours for the Centre as displayed at the Centre and as amended from time to time;
"Term" means the length of this Agreement, which may be extended by You and agreed by us in writing, and which may be an indefinite period, unless terminated by either party in writing in accordance with this Agreement;

"Unstaffed Hours" and "After Hours" means any hours that the Member has access to the Centre which are not Staffed Hours;

"We" / "Us" means The Active Ageing Centre Pty Ltd (ACN 106 305 686) trading as "Exercise for Life", being the owner and operator of the Centre, and it's assigns and agents;

"You" means the individual Member, who is the party to this Agreement.

2 MEMBERSHIP

2.1 Types of Membership

Members may have access to the Centre and use of the Equipment pursuant to the following types of membership options:

a) Pay As You Go Membership

Pay As You Go members have an ongoing membership with Us which can be terminated by You with thirty (30) days written notice to us.

This is an ongoing membership agreement. The agreement will continue until either You or Us terminate the Agreement in accordance with clause 11.

If an automatic debit agreement is in place, membership fees will continue to be debited from your credit card or account until you or the Centre cancels the arrangement by notifying your bank or credit provider.

If you terminate this Agreement or stop the automatic debit arrangement in a manner not described in this Agreement, you may be liable to Us for damages for breach of contract.

b) Fixed Term Membership

A fixed term Member has the Term of this Agreement fixed **as detailed in the Schedule.**

This is a fixed term membership agreement. The agreement will continue until either You or Us terminate the Agreement in accordance with clause 11, or until your membership expiry date as detailed in the Schedule.

If an automatic debit agreement is in place, membership fees will continue to be debited from your credit card or account until you or the Centre cancels the arrangement by notifying your bank or credit provider, or until your membership expiry date as detailed in the Schedule.

If you terminate this Agreement or stop the automatic debit arrangement in a manner not described in this Agreement, We require that the remaining balance of the membership fee be paid to the Centre in a one off payment as full and final settlement, or you may be liable to Us for damages for breach of contract.



- c) Referral Membership
These are short term, fully supervised memberships which have all or part of the costs covered by an insurer or similar referring party. Referral Members must pay an additional fee if they wish to attend Classes.
 - d) Veterans / Gold Card Members
These Memberships are similar to Pay As You Go memberships and the Member is required to sign an attendance voucher upon each visit to the Centre to have their costs covered by the relevant government department. There are no out of pocket costs for this membership type, but this member type may be required to pay an additional fee if they wish to attend Classes.
 - e) Personal Training only Membership
Members who only attend the Centre for personal training are not entitled to unsupervised use of the Equipment unless the Member pays on a Pay As You Go membership basis or is otherwise a member of the Centre.
- 2.2 MINIMUM AGE
- a) All members must be a minimum of 14 years of age.
 - b) Members under the age of 18 must have a parent or guardian fill out the ParQ Form, and also co-sign the Membership Terms and Conditions form.
 - c) Members aged under 16 years may only access the Centre during Staffed Hours.

3 PAYMENT TERMS

3.1 MEMBERSHIP FEES

- a) You must pay the membership fees as detailed in the Schedule by either:
 - i. Upfront payment **in full** by way of cheque, direct deposit or EFTPOS; or
 - ii. By direct debit in equal fortnightly increments as detailed in the Schedule.
- b) No partial payments will be accepted.
- c) A member paying by DD will be charged a one-off \$25 processing fee.
- d) A member paying by DD will be charged an additional minimum fortnightly fee of \$1.10 from bank accounts, or 2.2% for credit cards (charged by direct debit company).
- e) A member paying by Direct Debit will be charged a \$9.90 Dishonour Fee to recover costs incurred if a fortnightly payment is dishonoured by their financial institution.
- f) If Direct Debit payments are repeatedly dishonoured, We may terminate this Agreement and attempt to recover any overdue payments.

3.2 INCREASE IN FEES

- a) We reserve the right to change the fees payable by You upon renewal of your membership, or with 28 days Notice to You for Pay As You Go Members (with such increase for Pay As You Go Members to not occur more often than once a year and not prior to the first anniversary of their Commencement Date).
- b) We agree to make a reasonable effort to provide Notice to You, at least 28 days beforehand, of the changes. The changes will take effect 28 days from the date of the said Notice. At the conclusion of the 28 day period, Pay As You Go Members authorise Us to debit the new amount from their account.

4 MEMBERSHIP REQUIREMENTS

4.1 PARQ FORM

It is a condition of your membership that you complete the ParQ Form prior to commencing use of the Facilities and You will not be allowed to use the Facilities until this has been completed, provided to Us and reviewed by Us.

4.2 EXERCISE PRESCRIPTION SESSION

It is a condition of your membership that you participate in an EPS, where you will be taken through your program and instructed on the safe and correct use of the Equipment and provided an orientation of the Facilities.

4.3 PHYSICAL CONDITION

- a) You acknowledge that you are in good physical condition (save for any medical or physical issues or restrictions notified to us in writing on your ParQ Form) and that You are not aware of any reason why You should not attend the Centre or use the Equipment.
- b) You agree that We did not give you any medical advice before You used the Equipment and that We cannot give you any medical advice during or after You use the Equipment and Facilities.
- c) If you are a Referral Member the information provided by you on your ParQ Form and by your referring doctor (if applicable) are relied upon by Us and We accept no responsibility if the information provided to Us by You or your doctor is in anyway false, misleading or incorrect.
- d) By way of Your continuing requirement to disclose your relevant medical conditions to Us, if You have any medical concerns now or after You enter into this Agreement, You must notify Us immediately of becoming aware of the issue and discuss them with your doctor before using the Centre and Equipment further. You are solely responsible to seek and continue to receive medical evaluations to determine any medical or physical conditions that may limit your use of the Centre and its facilities.
- e) We reserve the right to restrict, suspend or terminate your membership if We reasonably believe that you are unfit to attend the Centre. Your membership may be resumed if you provide Us with a medical certificate stating that you are fit to attend the Centre.

5 RENEWALS

- a) When your membership is due to expire you can renew it by paying the current fees in the manner noted in clause 3.1(a) of this Agreement. By renewing your membership you are agreeing to the membership terms and Rules applicable at the time.
- b) Upon renewal, you are not required to re-do a ParQ Form or EPS, unless We deem the same is reasonably required.

6 STAFFED HOURS

We reserve the right to change the Staffed Hours at our absolute discretion without notice, however we will endeavor to inform you in advance about these changes.

7 EXERCISE CLASSES

We may offer, from time to time, various fitness and wellness classes within the Centre and around the Centre (such as outdoor fitness classes). We will endeavor to provide you with



notice of any rescheduled or cancelled classes with as much time as is possible by notice advertised within the Centre.

8 EQUIPMENT USE

- a) It is your responsibility not to use any equipment that may adversely affect any medical condition. If you are unsure, ask Us and your doctor.
- b) You are responsible for using the Equipment correctly.
- c) You understand and acknowledge that We may not be held liable for defective products or equipment, unless We have committed a negligent act or omission.
- d) You are responsible for any willful damage you cause to the Centre or the Equipment.
- e) Do not use any Equipment new to you, and always ask for help from Us when You require it.

9 TERMINATION OF AGREEMENT

9.1 CANCELLATION OF MEMBERSHIP AFTER COOLING OFF PERIOD

- a) You may cancel your membership at any time and receive a refund if you can provide a medical certificate from your doctor showing that using the Centre will cause you physical injury or harm.
- b) Should You terminate this Agreement in a manner not noted in clause 11.1(a) of this Agreement, You will be liable to Us for payment of all Fees payable for any Fixed Term Membership, to the end of the Term.

You may not cancel your membership or receive a refund for any other reason, other than as stated above.

9.2 TERMINATION OF YOUR MEMBERSHIP BY US

- a) We may terminate your membership if you breach this Agreement or the Rules.
- b) If your membership is terminated by Us, You are liable for all financial obligations up until the Termination Date. If You paid your fees upfront, We will not refund any unused portion to you.
- c) Upon termination, You must immediately return your After Hours Access Card (if any).

9.3 TERMINATION OF MEMBERSHIP BY PAY AS YOU GO MEMBERS

Pay As You Go members may terminate this Agreement, with 30 days written notice to Us,

10 MEMBERSHIP SUSPENSION

- a) We will only suspend your membership if You become sick, injured or are travelling on holidays.
- b) To qualify for a suspension, You must be up-to-date with any membership fees.
- c) The maximum suspension time in total is:
3 month membership – 15 days
6 month membership – 30 days
12 month membership – 60 days
- d) Pay As You Go Members may suspend their membership for a maximum of 60 days in any 12 month period, with there being no requirement to pay a further assessment fee upon their return if they comply with this requirement.
- e) You are required to apply in writing for suspension by filling out a Membership Suspension Application Form. These are available at the Centre or you can request We send one to You.

- f) Your membership expiry date will be adjusted when your request is approved. If you return earlier than expected, please inform the staff at the Centre.
- g) All DD payments will be suspended during any period of suspension of Your Membership.

11 LIABILITY

- a) We are not liable to you for any personal property that is damaged, lost, or stolen while on or around the Centre including, but not limited to, a vehicle or its contents.
- b) We have a policy of public liability insurance that insures Us in the event We are negligent, causing injury to You. We require Notice from You if You have suffered any injury within the Centre so we may notify our insurers accordingly.

12 RULES

The Rules, as amended from time to time, form part of this Agreement and will be displayed at the Centre at all times.

13 WET AREAS

- a) Please use due care when using the wet areas such as the bathroom and shower.
- b) The wet areas are not supervised and you use them at your own risk.

14 RELEASE AND INDEMNITY

- a) You acknowledge that whilst every effort is made by Us to ensure the Facilities are safe, using the Facilities involves certain inherent risks.
- b) You attend the Centre and use the Facilities voluntarily, at Your own risk and agree that, to the fullest extent permitted by law, You release and indemnify Us from any and all liability for any damage to property, death, illness or injury of any person, suffered by You or caused by You at the Centre.

15 OUR PROMISE TO YOU

- a) We will treat all of your information as confidential and will not release the same to any third party, unless required by law.
- b) If the Centre is tenanted by Us pursuant to a lease with the registered proprietors, we will not offer a membership period to you that extends beyond the last term of the lease.
- c) The services will be rendered to you with due care and skill.
- d) The Equipment supplied at the Centre will be fit for it's intended use by You.

16 DISPUTE RESOLUTION

- a) In the event You have any issue with the Centre, the Centre's staff or other matters affecting You, Your Membership or the use of the Equipment, please notify Us immediately in person or in writing.
- b) Should You raise any dispute or issue with Us we will use our best endeavours to address your concern internally and raise Your concerns with a supervisor or manager as quickly as possible and in any event, within 7 days from the date of Your complaint.
- c) Should you not be satisfied with the treatment of your complaint or the decision made by Us, You must provide Us your issues with our decision, in writing, within 7 days of the date of our decision.



17 GENERAL

- a) The laws of Western Australia apply to this Agreement.
- b) Your membership cannot be transferred to a third party.
- c) You must inform Us immediately of any changes to your relevant contact or medical details.
- d) This agreement incorporates the Rules.
- e) These Terms and Conditions and the Rules may be modified at our discretion from time to time and we will endeavor to contact you in advance by email or notice in writing at the Centre.
- f) The most up-to-date Terms and Conditions and Rules always apply and continued use of the Facilities is deemed acceptance of the same.
- g) Notices to Us may be served by email, facsimile to the advertised facsimile number for the Centre or by hand delivery or registered post to the Centre.
- h) Notices will be posted at the Centre entrance or, for Notices personal to you, will be sent to your most up to date address or email address notified to Us by You.

EXECUTION & SCHEDULE

I acknowledge that:

- a) I have read this Agreement in full;
- b) I have been provided with access to a copy of the Centre's Rules and I have read and understand the Rules;
- c) I have been provided with an opportunity to read the Code;
- d) My attendance at the Centre is subject to my agreement to all of the Terms and Conditions of this document;
- e) I will receive a copy of this signed Agreement.

MEMBER INFORMATION

Name: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact: _____

STAFF TO COMPLETE

48 HOUR COOLING OFF PERIOD

STARTS ON: Date: _____ Time: _____

ENDS ON: Date: _____ Time: _____

Driver's License / ID Number: _____

MEMBERSHIP FEES PAYABLE BY YOU:

MEMBERSHIP TYPE:	
MEMBERSHIP TERM:	
EPS BOOKED ON:	
MEMBERSHIP COMMENCING ON:	
MEMBERSHIP EXPIRING ON:	
JOINING FEE:	\$
DD SET-UP FEE:	\$
DD F/N INSTALMENT:	\$
DD NUMBER OF INSTALMENTS:	
MEMBERSHIP:	\$
CREDIT CARD SURCHARGE:	\$
TOTAL FEES:	\$
PAYMENT METHOD:	

Date: _____

Time: _____

Member's Signature: _____

Staff Signature: _____

Staff Name: _____

