

TERMS AND CONDITIONS

Once you confirm this agreement, we have the choice of accepting it or not. If we accept it, there will be a legally binding agreement created between yourself and us. This is known as a contract and it sets out the rights and obligations of each party.

You should therefore read this document carefully and make sure you understand it before signing it. If you do not understand something, ask us or seek advice.

What is set out in this agreement overrides anything that anyone may have said to you. If there is something in this agreement different to something that you may have been told, you should tell us before you sign this agreement.

This agreement also sets out the arrangements about payments. You should also carefully check those parts.

Definitions:

In this agreement there are some words and terms used repeatedly. To make things easier to understand, when we use those words and terms they will have the following meanings:

Gym 115, the Company, us, we, our means Gym 115.

Member, you, your means the person described in the Membership Agreement Form.

Membership means a member of Gym 115.

Agreement means this contract.

Notice:

Obtain advice if you do not understand any of the terms in this contract.

Cooling off period:

You may cancel the contract at any time before midnight on the fifth business day after signing this agreement, by delivery in writing to the club or the address shown on the membership agreement. A business day is any day except a weekend or public holiday. This notice may also be given by email. Upon cancellation under this clause you will be refunded 80% of the fees and monies paid. The refund will only be paid via EFT or cheque within 10 business days. No cash refunds will be issued.

Contract:

1. This membership agreement is a legally binding contract between you and us.
2. By entering into this agreement you purchase a membership or services and you agree to all the terms of this agreement.
3. You acknowledge that neither the Company, nor anyone on behalf of the Company, has made any representations or promises upon which you are relying on entering into this agreement unless set out in this agreement.
4. You agree that this document sets out the complete agreement between you and us.
5. If any part of this agreement is invalid or unenforceable, the remaining parts will continue.

6. If the Company does not exercise any rights it has under this agreement it is not giving away those rights. Those rights may still be exercised later.

Parties:

7. The agreement is binding on each party and the heirs, successors and assigns of each of the parties.
8. In the event that you change your address or contact details, it is up to you to notify us.

Physical Condition/Medical Advice:

9. It is up to you to let us know if you have any medical or physical condition which might prevent or affect your use of our facilities.
10. By entering into this agreement, you are representing that you have no such adverse medical or physical condition and that you are not aware of any health or medical reason why you should not use our facilities and services.
11. You also acknowledge that we have not given you medical advice and cannot in the future give you medical advice in respect of your condition and your ability to use the facilities.
12. You should check with your doctor before using the facilities if you have any concerns in that regard.

Liability for Property:

13. We will not be liable for any personal property that is damaged, lost or stolen while on our premises unless caused by any deliberate or careless act of the Company or its personnel. This includes any motor vehicle and anything in any motor vehicle.
14. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you or your guest.

Membership:

15. We provide the following memberships:

115 No Contract: Use of all facilities with no lock-in contract

115 6 month contract : Use of all facilities with 6 month minimum term

115 Zenergy membership: Use of 'wellness' classes ONLY.

115 Gym Only: Use of gym-only facilities. NO CLASSES INCLUDED.

16. Your membership permits use of our premises, facilities, equipment and services in accordance with the conditions applicable to that category of membership.
17. Membership is subject to current company policies, rules and limitations and to any future changes to those policies, rules and limitations.
18. Memberships are not refundable except as provided by law.
19. **A minimum of two weeks written notice is required to terminate membership either via email or by**

completing a cancellation form in club. You may be debited on 1-2 occasions after cancellation due to processing requirements.

20. **Cancellation of a 6 month commitment contract within minimum term, will require the member to pay out the remainder of the contract in FULL.**
21. **Membership suspension:** you may place your membership on hold for 1 or more weeks, up to a maximum of 4 weeks each calendar year. The suspension fee for all memberships is \$7 per week, which is payable by direct debit weekly. Please note that if you are within your minimum term, any suspensions are not classified as a full payment toward your contract.
22. In order to attend a class, members must book through the Gym 115 app or website.
23. If unable to attend a class, cancellation is required through Gym 115 app or website.
24. Members must be at least 15 years old.
25. Anyone between the ages of 15 to 18 years old must supply a letter to Gym 115 from a parent or guardian given their acceptances to allow them to use the Gym 115 facilities.
26. We reserve the right to refuse membership, provision of services and/or use of the facilities, whether on a permanent or temporary basis, to any person under the age of 18 years or to stipulate terms and conditions applicable to any person under the age of 18 years, including the payment of any additional fees attendant thereon.
27. We reserve the right to refuse entry and/or to cancel membership for breach of the agreement, misconduct, damage to equipment, inappropriate behaviour or drug use, including where circumstances so warrant, without notice or warning.
28. Start date may be subject to change.

Fees:

29. Fees and charges payable by you, as set out on the Membership Agreement, are payable weekly in advance.
30. By signing the agreement, you authorise us to charge or cause transfers to be made from your nominated direct debit account.
31. The above authorisation is a continuing authorisation until your obligations under this agreement are fulfilled or until your membership is terminated or cancelled and continues upon assignment of the agreement to a new owner of the business.
32. The above authorisation includes (but is not limited to) recurring fees, membership fees, GST and any unpaid fees. Rate includes GST at 10%, if GST rate was increased the GST payable would be amended to reflect this.
33. We may recover from you any merchant or other fees attendant upon credit card use or charged to us as a result of payment by you, whether by credit card or otherwise.

34. We reserve the right to charge you a processing fee being the reprocessing fee in the event of dishonour of your direct debit.
35. **The dishonour fee incurred to the member is \$9.79. This direct debit may be re-attempted on 3 further occasions (every 2nd day) and charged at \$9.79 on each occasion.**
36. **Failure to cancel a class booking prior to class will incur a \$5 fee, processed the day following the class.**

Facilities and Services:

37. We reserve the right to remove, delete or replace equipment and/or services at our clubs.
38. We also reserve the right to vary equipment, services and hours of operation at our clubs.
39. It is acknowledged that equipment and services are available on a "first come, first served" basis.
40. We reserve the right, in the event of permanent closure of the club which you have joined, to transfer your membership to another one of our clubs within 25 kilometres of the closed club. If there is no club within 25 kilometres, you have the right to cancel your membership.

Rules & Regulations:

41. You acknowledge that we have in place membership policies, rules and regulations for the use of equipment, use of the premises and in relation to membership that may vary from club to club.
42. We reserve the right to vary such policies, rules and regulations from time to time in a manner not inconsistent with membership.
43. It is further acknowledged that rules and regulations may vary from club to club.
44. Violation of membership policy, rules and regulations may result in termination of membership at our sole discretion.

Release:

45. You acknowledge that use of our facilities and services involves risk of injury ranging from minor injury to death.
46. You agree that your use of facilities and services is on the basis that you accept such risk and that you agree that the Company its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury (including, but not limited to, personal, bodily or mental injury, economic loss or damage) to you, your partner, spouse, unborn child or relatives.

Code of Practice:

47. We follow the NSW Industry Code of Practice ("the Code"), a copy summary of which will be provided if requested.
48. In the event of any inconsistency between this agreement and the Code, the provisions of the Code will prevail to the extent of the inconsistency.