

MOVE4LIFE AGREEMENT

The Move4Life program is an exclusive Clinical group exercise program aimed to improve the health and wellbeing of its members through movement and mindfulness. The objective of this document is to ensure IBPF has a successful safety and operational process relating to small group exercise. It also outlines the rules and code of conduct which members must adhere to.

1. Term of Membership

- 1.1. The term of this Membership is indefinite.
- 1.2. The Full Member will continue to be charged the Membership Fee weekly/fortnightly or monthly in advance until the Member cancels their Membership.
- 1.3. All Memberships are non-transferable and non-refundable.
- 1.4. Management reserves the right to alter membership fees at any time provided that members are notified 30 days prior to the alterations taking effect.
- 1.5. **Block Memberships have 6 month expiry date.**

2. 48 Hour Cooling Off Period

- 2.1. All Members reserve the right to cancel their membership, without cause or reason, in writing within 48 hours immediately after they enter into the Membership Agreement.
- 2.2. If the Agreement is terminated by the Member within the Cooling off Period, IBPF will refund all fees charged to the Member except for the Customer Set up Fee and the costs of any 1:1 services already supplied by IBPF prior to date of termination.

3. Membership Suspension

- 3.1. The Full Member shall be entitled to suspend their membership for up to a maximum of 12 weeks per calendar year during which the Member will not be charged the weekly membership fee. **The minimum suspension period is 2 weeks.**
- 3.2. Suspension requests are accepted only by completing a **Membership Suspension Form** in person, **3 business days prior** to the commencement of the suspension period.
- 3.3. During the period of suspension, the classes/facilities at IBPF will not be available to the member for use. **Please note: Gym Access keys will be deactivated during suspension periods.**

4. Full Membership Cancellation

- 4.1. The Full Member may terminate this Agreement by completing a Cancellation Form in person and is required to give **14 days notice** to IBPF. Membership fees will be payable for the 14 day notice period.
- 4.2. **No Cancellation fee applies.**
- 4.3. **Cancellation cannot occur until all outstanding fees have been paid.**

4.4. Management reserves the right, power and authority, in its absolute judgement and discretion to refuse or cancel any membership of any person. This includes but is not limited to inappropriate conduct, unsafe/dangerous exercise technique or not complying with these exclusive membership conditions.

5. Acknowledgement

5.1. IBPF uses a 3rd party Direct Debit company for collection of all fees pertaining to the Full Membership. Payments can only be made and accepted through Debit success (DS). **Terms and conditions of 3rd party direct debit company must be adhered to (refer to *Debit Success terms and conditions*).**

5.2. Overdue Fees:

- a) Debit Success will immediately notify the member of missed/declined payment via contact details provided by the member.
- b) Dishonour Fee is charged per failed attempt by DS.
- c) Access Key and online bookings are automatically deactivated by DS until overdue fees have been paid.
- d) It is the member's sole responsibility to ensure that mobile number, email, and bank details are current. 24 hours notice is required before payment is due for change in Bank details to come into effect.
- e) If the Full Member fails to pay any amounts owing under this Agreement on the due date for payment and this amount remains outstanding the members account will be sent to debt collection.
- f) If overdue fees accrue to the point of debt collection, and no Cancellation request has been received, Debit Success will automatically pursue overdue fees.

5.3. Payment of Fess:

The Full Members:

- a) Will pay membership fees in the amounts and frequency set out in the Payment Option details, using the Debit Success payment method.
- b) Must agree to a Direct Debit authority in favour of In Balance Physiotherapy & Fitness.
- c) Must ensure that the nominated credit card or bank account is able to accept direct debits and have sufficient funds available to pay on the debit date.
- d) Acknowledges that the contract entered into with direct debit service provider, Debit Success, is a separate Contract to this Agreement and that any problems or issues that the Member experiences with the direct debit service should be raised with Debit Success, not In Balance Physiotherapy & Fitness.
- e) Must keep the direct debit authority in place until 14 days after the Member has given In Balance Physiotherapy & Fitness written notice to cancel the membership.
- f) Acknowledges that Debit Success shall continue to debit Membership Fees under the direct debit authority until the Member cancels the direct debit payment arrangement.

5.4. The Member acknowledges that:

- a) A Pre Clinical Exercise Screen and at least one Private Session is required before commencing classes.

- b) To remain a member, 6 monthly Reassessments are required.
- c) Members must be at least 16 years of age to access classes, with the consent of a guardian and at the discretion of IBPF.
- d) Only Full Members have access to the public gym area and must comply with all 24/7 Gym Member Obligations.
- e) Private Health Insurance rebates may apply to Physiotherapy Classes (code 561). For the purpose of claiming, a statement for classes attended will be sent at the end of the calendar month and will need to be processed manually.
- f) The Member can only **Pre Book 3 classes a week** (more than 24 hours in advance). Unlimited day bookings.
- g) Cancellation Fee may apply for Non Attendance or last minute class cancellations.

6. Member's Obligations:

6.1. The Member agrees to:

- a) Abide by the rules and conditions as set by IBPF regarding conduct at the gym and use of fitness equipment – which is displayed on signage at IBPF premises.
- b) Wear appropriate sportswear while using the facilities. Closed sport footwear must be worn at all times and bare chests are not permitted.
- c) Use a towel on equipment and clean the equipment before and after use with antibacterial wipes provided.
- d) Follow instructions given by IBPF staff concerning the use of fitness equipment and correct safe exercise techniques.
- e) Not perform any act or engage in any activity which could cause damage to the gym, the fitness equipment, or any item of property at IBPF.
- f) Not perform any act or engage in any activity or behaviour which causes or threatens harm against staff or other members of IBPF.
- g) Not perform any act or engage in any activity which constitutes sexual harassment against staff or other members of IBPF.
- h) Not consume or possess any alcohol or intoxicating substance or illicit substance on IBPF premises or operate fitness equipment while under the influence of alcohol or an intoxicating substance or illicit substance.
- i) Provide IBPF with full and ongoing disclosure of any physical or medical conditions; if an injury is sustained or a hazard identified an incident report form or hazard report form will need to be filled out and lodged with management.
- j) Not attend IBPF premises when unwell from any illness, sickness or disease which is contagious.
- k) Not allow access of non-members into the gym; this will result in automatic cancellation of membership.
- l) Follow all COVID safety protocol as instructed and outlined in IBPF 24/7 Gym manual.
- m) To participate in a Gym Induction to ensure good understanding of the safety protocols, COVID protocol and emergency procedures. The member is to seek advice if they are ever in doubt.

6.2 If the Member causes any damage to the gym, the fitness equipment or any item of property of IBPF, IBPF shall be entitled to charge the Member for the costs to repair the damaged items or, if repair is not possible, the replacement of the damaged items.

6.3. The Member warrants that they are in good physical condition and has sought the necessary medical advice prior to embarking on exercise.

6.4. Breach of any of these terms will result in a warning from a member of IBPF staff. Further failure to abide by the rules and conditions will result in the cancellation of Move4Life membership.

7. Assumption of Risk for Personal Injuries:

7.1. The Member warrants to IBPF that they are medically sound to undertake a normal course of exercise.

7.2. The Member acknowledges and agrees that:

a) Use of IBPF exercise equipment is at the Member's sole risk and responsibility and that the Member is aware that exercise is physically demanding and participation in some activities may result in injuries.

b) IBPF is not liable to the Member for any injuries that the Member sustains while attending classes and using IBPF equipment, unless that injury is caused by the gross negligence of IBPF.

c) Consent is given to receive medical treatment, which may be deemed necessary in the event of injury, accident or illness occurring while on IBPF premises. In an emergency situation, IBPF will notify the person nominated as an Emergency Contact.

8. Assumption of Risk for Personal Items:

8.1. IBPF will not be liable for the loss, theft or damage of personal items belonging to the Member. Personal items are left and/or stored on the premises at the Member's own risk. Vehicles parked in or around the vicinity of IBPF are parked at the Member's own risk. IBPF will not be liable for the theft or damage to a vehicle or its contents.

9. Privacy:

9.1. The Member acknowledges that during the process of entering into the Move4Life Agreement, and during the term of the Agreement, IBPF will obtain access to personal information about the Member, such as information relating to the Member's health and financial position. IBPF will not release information to third parties unless for legal obligations to disclose information to law enforcement bodies if required.

9.2. The Member further acknowledges that IBPF premises use video surveillance equipment to monitor the facility for safety purposes, and acknowledges that by entering the facility, the Member will be subject to video surveillance. The Full member also acknowledges that their key tag will electronically store all personal details and record all details of access to the facility.

10. Governing Law:

10.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

11. Severability:

11.1. If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Agreement.

13. Emergency & Evacuation Procedure

13.1. Members are to follow Emergency Procedure as outlined at Induction, displayed on wall and in Gym manual located on Gym premise. If Emergency ring 000, advise of location 306 Fitzgerald St, corner of Fitzgerald and Newcastle Rd.

13.2. Members need to be aware at all times the location of emergency equipment (e.g. fire blanket, Defibrillator). Location of emergency equipment and safety manual is shown at Induction.

I, for the purpose of being allowed to participate in Clinical Group Exercise at IBPF, agree to acknowledge and accept the above conditions of use and understand and know the effect on my legal rights.

MEMBERSHIP TYPE: _____

NAME: _____

MEMBER SIGNATURE: _____ **DATE:** _____

Accepted on behalf of In Balance Physiotherapy and Fitness:

NAME: _____ **DATE** _____