

GYM MEMBER CONTRACT

In Balance Physiotherapy and Fitness (IBPF) is an "all inclusive" facility and is committed to increasing the health and wellbeing of its members. The objective of this document is to ensure IBPF has a successful safety and operational process relating to the running of the gym. It also outlines the rules and code of conduct which members must adhere to when using the gym facility.

1. Term of Membership

- 1.1. The term of this Membership is indefinite, however there is an Initial Term (first 12 months). The commencement date for this membership is stipulated below and/or on the Direct Debit Request.
- 1.2. The Member will continue to be charged the Membership Fee weekly/ fortnightly or monthly in advance until the Member cancels their Membership with not less than 14 days written notice to IBPF.
- 1.3 All Memberships are non-transferrable and non-refundable.
- 1.4 Management reserves the right to alter Fitness membership fees at any time provided that members are notified 30 days prior to the alterations taking affect.

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 contract.
- 2.2. If the Contract 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 fitness services already supplied by IBPF prior to date of termination.

3. Membership Suspension

- 3.1. The Member shall be entitled to suspend their membership for up to a maximum of 8 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 facilities at IBPF will not be available to the member for use. ***Please note: Access keys will be deactivated during suspension periods.***

4. Membership Cancellation

- 4.1. The Member may terminate this Contract 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 **If cancellation occurs within the Initial Term (first 12 months), a cancellation fee of \$100 is payable. Cancellation Fee is direct debited on the next scheduled payment date and cannot be paid in person.**

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 inappropriate use of equipment.

4.5 After the Initial Term there is no cancellation fee.

5. Acknowledgement

5.1 IBPF uses a 3rd party Direct Debit company for collection of all fees. 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 member of missed/declined payment via contact details provided by member.
- b) Dishonour Fee is charged per failed attempt by DS.
- c) Access Key is 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 Member fails to pay any amounts owing under this Contract 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 PLUS the remainder of the Initial Term fees. To avoid all Initial Term fees being owed, the member must cancel the membership.

5.3 PAYMENT OF FEES:

The Member:

- 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 Contract 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) Their access to the gym and the fitness equipment is not exclusive and must be shared with the other members of IBPF.
- b) The Gym access is restricted during Therapy Group times.
- c) Members must be 18 years of age to access the gym facilities.
- d) This Membership allows access to Gym area only and does not include access to Physiotherapy exercise areas at IBPF. Any fees payable for these services/facilities will be in addition to the fees payable under this Contract.
- e) IBPF operates as an unstaffed 24/7 fitness facility. Members enter and use the facilities entirely at their own risk and agree to engage in proper use of the equipment and practice safe conduct. The last person in the gym is required to switch off all electrical equipment, air-cons, lights and leave safely.

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 (*hardcopy in Gym*).

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 a fitness program or exercise routine. If the Member is suffering from an illness, injury or long-term medical condition, or has not visited a fitness facility or gym in excess of 6 months as a result of an illness or injury, they must provide a Medical Certificate from their Doctor permitting membership of a fitness facility.

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 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) The Member's use of IBPF facilities and the fitness equipment provided 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 using IBPF facilities and the fitness equipment provided, 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 related to the use of the gym. In an emergency situation, IBPF will notify the person nominated as an Emergency Contact.

d) In the event that a non-member accompanies a member into the IBPF Gym premises and that person suffers an injury or loss, IBPF is indemnified against all claims, demands and actions in relation to injury of non member.

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 Contract, and during the term of the Contract, 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 member also acknowledges that their key tag with electronically store all personal details and record all details of access to the facility.

10. Governing Law:

10.1 This Contract 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 Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

12. Swipe Key System:

12.1 Members are required to use their own swipe tag to enter and leave IBPF. IBPF reserves the right to sanction members for misuse of the swipe tag system,

12.2 Swipe Keys and memberships are non-transferable between members. IBPF reserves the right to suspend/cancel memberships if there is misuse of Tags.

12.3 Lost/misplaced swipe Keys will incur a replacement fee of \$30.

12.4 Swipe Keys are automatically deactivated by third party should a payment default.

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 activities at IBPF, agree to acknowledge and accept the above conditions of use and understand and know the effect on my legal rights.

MEMBERSHIP COMMENCEMENT DATE: _____

NAME: _____

MEMBER SIGNATURE: _____ **DATE:** _____

Accepted on behalf of In Balance Physiotherapy and Fitness:

NAME: _____

STAFF SIGNATURE: _____ **DATE:** _____