

- TERMS AND CONDITIONS

These terms and conditions contain important information about becoming a Train 24/7 Fitness Pty Ltd ("Train 24/7 Fitness") member. You should read this document carefully and make sure you understand the contents of the document before you become a member. If you do not understand something in this document, ask us or seek our advice.

1. General

- 1.1 If these terms and conditions or your agreement differ from anything you are told at the club or over the phone, these terms and conditions and your agreement will apply, unless written confirmation is received from a Train 24/7 Fitness employee.
- 1.2 If we do not enforce our contract rights at any time it does not mean that we have waived those rights, no matter how long we wait.
- 1.3 Train 24/7 Fitness may at any time and from time to time, revise and update these terms and conditions. You hereby agree and acknowledge that you will be bound by such updates and revisions and will have had an opportunity to review them. We recommend that you periodically visit the page to review and familiarise yourself with all current terms and conditions and review this Website generally to familiarise yourself with any updates and revisions.

2. Definitions

The following definitions apply unless the context requires otherwise:-

Train 24/7 Fitness, We, Us, Our	Train 24/7 Fitness Pty Ltd
6 Months Price Guarantee	A fee that will be charged every 6 months to retain the membership rate at the time of signing this agreement
12 Months Price Guarantee	A fee that will be charged every 12 months to retain the membership rate at the time of signing this agreement
Member, You, Your	The person described in the Membership Agreement and therein referred to as a member
Membership Agreement	This contract between Train 24/7 Fitness and you, under which you will become a member of Train 24/7 Fitness
Rolling Contract	A contract which will continue to run fortnight to fortnight until you cancel via cancellation form at the club.

3. Membership Agreement

- 3.1 This membership agreement is a legally binding contact between you and us.
- 3.2 By entering into this agreement you purchase a membership or services and you agree to all the terms and conditions of this agreement.
- 3.3 You acknowledge that neither Train 24/7 Fitness, nor anyone on behalf of Train 24/7 Fitness, has made any representations or promises upon which you are relying in entering this agreement unless contained in this agreement.

- 3.4** You agree that this contract sets out the complete agreement between you and us.
- 3.5** If any part of this agreement is invalid or unenforceable, the remaining parts of the agreement will continue to be valid and enforceable.

4. Membership

- 4.1** We provide the following memberships:
- Rolling Member (currently \$12.00 per week)
 - Fixed Term Member (1, 3, 6 or 12 months to be paid up front)
 - Specials – to be checked with staff members
- 4.2** Your membership permits use of our premises, facilities, equipment and services in accordance with the conditions applicable to that category of membership (as set out above).
- 4.3** Your membership is subject to current terms and conditions, company policies, rules and limitations and to any changes to those terms and conditions, policies, rules and limitations.
- 4.4** If Train 24/7 Fitness is sold or assigned to a new owner, your membership will be assigned to the new owner.
- 4.5** Memberships are not refundable except as provided by law.
- 4.6** You must keep us informed of any details that affect your membership. This includes changes to your contact details, address and nominated account details.

5. Paying for your Membership

- 5.1** Fees for ongoing memberships are payable in advance each fortnight, by direct debit from a bank account or credit card.
- 5.2** Upon joining Train 24/7 Fitness, you authorise us to charge or cause transfers to be made from your nominated bank account or credit card.
- 5.3** 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.
- 5.4** The above authorisation includes (but is not limited to) 6 months price guarantee, 12 months price guarantee, membership fees, membership card fees, GST and unpaid fees. Rates include GST at 10%. If GST rates were to increase the GST payable would be amended to reflect this.
- 5.5** We reserve the right to charge you a processing fee being the reprocessing fee in the event of dishonour of your direct debt or failed payment.

- 5.6** We use a third party as a direct debit billing provider and you may be asked to fill out a Direct Debit Request (DDR) to allow deductions from your financial institution of choice.
- 5.7** If your membership allows you to pay upfront, you must pay on the day that you purchase your membership.

6. Cooling Off Period

- 6.1** You may cancel the contract at any time 3 days after signing this agreement by:
- Cancelling at the nearest branch
- 6.2** We will then cancel your agreement and refund your initial payment, less any start up fee (if applicable). The refund will only be paid via Electronic Funds Transfer or cheque within 10 business days. No cash refunds will be issued.

7. Transferring Your Membership

- 7.1** You can elect to transfer your membership to another person. Please note that a transfer fee of \$100.00 will apply.

8. Cancelling your Membership

- 8.1** You can cancel your membership by:
- Filling out a cancellation form at the Gym (all facilities)
- 8.2** You must give us 30 days' notice to cancel, unless you are cancelling for medical reasons (with supporting evidence). We count this period from the date of receiving the cancellation form, this means your final payment may be a pro rata amount which needs to be paid on the first day of the cancellation period.
- 8.3** You cannot freeze your membership during the cancellation notice period.

9. Using the club

- 9.1** Members must be at least 16 years old to exercise. Underage members need direct responsible signature to be able to attend the gym.
- 9.2** Your membership allows you to use the club as per the terms and conditions.
- 9.3** Guests - you can bring guests into the club for a \$10.00 fee. We decide how many club visits a guest can make at our discretion. The guest will be subject to the same rules as the member and may only remain on the premises whilst the member is present. The member must sign the guest in and will be responsible for the conduct and behaviour of the guest. The guest must sign a guest waiver.
- 9.4** Membership FOB– you will be provided with an access FOB when you join. If you try and access the club without your access FOB or photo identification, we may refuse your entry.
- 9.5** Members and guests prior to start training at any Train 24/7 Fitness facility need to take a photo which will be linked to the respective membership in our internal system (gymmaster). All photos taken are exclusively for security

control. We reserve the right to refuse your entry without a photo identification.

- 9.6** Clothes – all members and guests must ensure that they are wearing suitable clothes and enclosed sports shoes in all exercise areas.

10. Facilities and Services

10.1 You are responsible for using our facilities, equipment and services correctly. If you are in doubt, please see a staff member prior to using the facilities, equipment or services. Note that you will be responsible for any damage that you or your guests cause through a wilful act of negligence.

10.2 As a courtesy to other members, please:-

- use a clean towel when you use equipment, including exercise mats;
- keep to any set time limits;
- keep phone calls to an absolute minimum; and
- put equipment away after use.

10.3 We reserve the right to remove, delete or replace equipment and/or services at our club.

10.4 We also reserve the right to vary equipment, services and hours of operation at our clubs.

10.5 It is acknowledged that equipment and services are available on a “first come, first served” basis.

10.6 We may on occasion close a club for refurbishment. If we close for more than 2 days, you may request a freeze of your membership at no cost.

10.7 Membership fees will not be reduced due to a club closure for renovations or due to closure on a public holiday.

11. 24 Hour Clubs and Unstaffed Hours

11.1 A number of Train 24/7 Fitness clubs may have 24 hour access or unstaffed hours or may convert to 24 hour access or unstaffed hours.

11.2 If you are a member of Train 24/7 Fitness with 24 hour access or unstaffed hours or you attend a Train 24/7 Fitness club with 24 hour access or unstaffed hours then the following conditions apply:

11.2.1 Train 24/7 Fitness clubs with 24 hour access will have staffed hours and unstaffed hours.

11.2.2 Non 24 hours Train 24/7 Fitness clubs may also have staffed and unstaffed hours.

11.2.3 Train 24/7 Fitness reserves the right to change the staffed hours at any time without notice.

12. Access by Non-Members when club is unstaffed

- 12.1** Train 24/7 Fitness does not grant access to non-members during staffed hours.
- 12.2** No member of Train 24/7 Fitness is permitted to bring or allow a non-member into a Train 24/7 Fitness club during unstaffed hours.
- 12.3** If a member breaches clause 12.2 then the member acknowledges that:-
 - 12.3.1 they accept responsibility and liability for any injury, loss or damage attributed to that non-member;
 - 12.3.2 the act of bringing a non-member into the Train 24/7 Fitness club or allowing a guest access without signing in constitutes an automatic acceptance by the member of casual visit fee, in addition to relevant transaction fees, will be charged to the member by a deduction from their nominated bank account;
 - 12.3.3 Train 24/7 Fitness reserves the right to terminate the membership of the member who brings a non-member into a club during unstaffed hours or who allows a guest access without signing in. Train 24/7 Fitness also reserves the right to charge a member a fine of \$150 for allowing unauthorised entry.

13. Physical Conditional/Medical Advice

- 13.1** 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.
- 13.2** 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.
- 13.3** 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.
- 13.4** You should check with your doctor before using the facilities if you have any doubts or concerns in that regard.
- 13.5** If your medical condition changes after you join you must inform us prior to using the facilities.

14. Release

- 14.1** You acknowledge that the use of our facilities and services involves risk of injury ranging from minor injury to death. This includes the risk of soft tissue injury, broken bones and joint injuries.
- 14.2** You agree to make sure that if you know how to exercise safely and will ask for assistance of advice if necessary.
- 14.3** You agree that your use of facilities and services is on the basis that you accept such risk and that you agree that Train 24/7 Fitness, 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.

- 14.4** You also agree that we will not be liable for any personal property that is damaged, lost or stolen while on our premises. This includes any motor vehicle and anything in any motor vehicle.
- 14.5** 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.
- 14.6** Some Train 24/7 Fitness clubs operate on a 24 hour basis and are accessible by members during unstaffed hours. As a member utilising the facilities of a 24 hour club during unstaffed hours, you acknowledge that you enter and use the facilities at your own risk.

15. Rules & Regulations

- 15.1** 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.
- 15.2** We reserve the right to vary such policies, rules and regulations from time to time.
- 15.3** It is further acknowledged that rules and regulations vary from club to club.
- 15.4** Violations of membership policy, rules and regulations may result in termination of membership at our sole discretion.
- 15.5** We reserve the right to refuse entry to anyone, including members.
- 15.6** We reserve the right to cancel membership for breach of agreement, misconduct, damage to equipment, inappropriate behaviour or drug use, including where circumstances so warrant, without notice or warning.