



## CLUB TERMS & CONDITIONS

Applicable to all club/facility members and new members upon accepting these terms under a new membership agreement or affiliate program ie: Fitness Passport. All Terms & Conditions MUST be adhered to at all times. Thank you for your understanding and accepting the terms outlined below.

1. I agree to comply with the rules and regulations of the Gymnasium Management during the course of this membership or casual visits taken out by me.
2. I accept that although the Gymnasium management and staff will take responsible care and attention they will not be liable for injury or loss of property whether caused by accident or a negligent act throughout this and/or future memberships and casual visits taken out by me.
3. Members must register at reception upon arrival to the Gymnasium using their allocated tag. Replacement tags incur a fee of \$25.00.
4. Enclosed footwear (strictly no work boots) and appropriate clothing must be worn at all times.
5. Personal hygiene, inoffensive language and a low noise level must be maintained at all times.
6. Verbal ,physical abuse or aggressive behavior will not be tolerated within any area of the club. Lifestyle health clubs Raceview reserves full rights to execute disciplinary action or furthermore termination of your membership.
7. Towels are compulsory and must be used at all times (towel hire from reception - \$5).
8. Machines must be wiped down after use..
9. Weights must be placed back to their correct place after use.
10. Do not drop weights and only use machines as instructed.
11. All personal items and valuables are left at the owner's risk.
12. Bags are strictly not allowed in gym training areas.
13. All cardio and gym equipment must be shared.
14. 20-min time limit applies to all cardio equipment during peak hours (6am – 9am and 4pm – 7pm).
15. Time stop facilities are available on 12-month and 18-month memberships only. You can put your membership on hold for a minimum of one month and a maximum of two months on either upfront or direct debit. This will incur a fee of \$11 per month.
16. Problems, complaints and suggestions should be passed onto staff and must be emailed via the website , staff will take the appropriate action to solve all issues as quickly and efficiently as possible. If staff cannot resolve the problem they will refer the matter to the Owner/ Manager

whose decision will be final.

17. We reserve the right to search any bag on the premises.

18. All cars are parked on premises at your own risk: the Centre is not responsible in any matter for the theft or damage to your vehicle. Prevent theft by making sure your vehicle is locked and no valuables are visible. It is your responsibility to park correctly and to not damage any part of the property or adjoining neighbour's property.

19. The client must supply to the Gym in writing/via email if they feel there is a problem to their health by participating in any fitness service supplied by the Gym, and have it as proof we have received it.

20. We recommend that all clients seek a medical clearance before engaging in any fitness program or use of facilities at the Gym.

21. Participation at the Gym is mostly unsupervised. Participation does assume that you have a medical clearance and are aware of the risks and are competent in the use of the equipment. The staff and management reserves the right to cancel any membership without refund if any terms and conditions are not followed .

22. No commercial filming or external business activities are to be carried out within the premises . The Centre is not responsible for any warranties or claims in relation to any promotional products.

#### Sauna Rules

- Must only be used during staffed hours, Contact reception 30 mins prior to use to enable adequate heating time.
- There is a 30 minute time limit per person.

#### Group Fitness Classes

- Group Fitness classes can be subject to change or canceled without any notice. Child Minding
- No children are allowed in the gym, cardio or group fitness rooms under any circumstances. ● Available for children of all ages as long as they are well behaved (assessed by staff). ● Parents must assess the childcare staff and facilities and leave children at their own risk.
- Child minding is an extra fee per child.
- There is a 1 and 1/2 hour time limit per session. No exception. Any parent over the time limit will be found and asked to pick up their child/children.
- Parents will be notified of any problems.
- Parents must supply food, drink, bottles, nappies, towels and change of clothes for each child.
- Care must be taken to settle children before parents leave the room.
- Parents must notify staff of any illnesses your child might have.
- Parents must not leave the premises whilst their children are in childcare.
- Staff cannot administer any Panadol and/or medicines.
- Please do not leave anything dangerous in the child minding room.
- Children can only be on premises during specified child minding hours.

## CANCELLATION PROCEDURES

### Paid Upfront - 48 Hour Cooling Off Period

1. 48 hour cooling off period applies to all members subject to administration fees.
2. Cooling off period begins upon successful completion of online sign up and ends 48 hours after.
3. Refunds are only available within the 48 hour cooling off period.
4. When claiming a refund, a 10% admin fee applies.

### Paid Upfront - Outside 48 Hour Cooling Off Period

1. No refund is available outside of the cooling off period.

### Transfer of Memberships

1. All memberships can be sold for whatever the client can achieve.
2. The member must give the new member a letter of resignation and send it to Lifestyle health clubs Raceview.
3. A \$49.95 transfer fee applies which is paid directly at the club.
4. Memberships cannot be transferred to a current member or person who has held a membership in the past 6 months.
5. Any membership cannot be transferred outside of the minimum original contract term.

### Acceptance Statement

1. I have read and understood the gym rules.
2. I have inspected the Club and i am satisfied with the facilities/classes.
3. I have read the terms of my membership outlining all additional fees payable and what each service fee is for and when fees are payable.
4. I understand and have been given the dispute, resolution and cancellation procedures.
5. This agreement is subject to a 48 hour cooling off period as specified in the membership rules and cancellation details.
6. I have received a copy of all the information contained in the Membership Agreement and a copy of the agreement.
7. I acknowledge that I understand what is included with my membership at Lifestyle health Clubs Raceview and that I am physically and medically fit to undertake any activity I choose within the gym.
8. I agree to supply a copy of photo ID (Drivers Licence, passport) to the club.
9. I acknowledge that I have read and understand the 24/7 Terms & Conditions

### Membership Liability Release

## DEFINITIONS

In this agreement the following terms apply: 'Agreement' means this membership agreement made between you and Lifestyle Health Clubs Raceview

'Club' means the Lifestyle Health Clubs Raceview gym where you applied for your membership as described in this agreement.

## CONTRACT

This agreement incorporates the terms of Lifestyle Health Clubs Raceview membership policies and club rules.

## MEMBERSHIP

Nature of membership: Your membership permits you to use Lifestyle Health Clubs Raceview premises, facilities, equipment and services (Facilities). Your membership is non-transferable by you unless deemed appropriate by Lifestyle management. Lifestyle reserves the rights to sell memberships at different rates and terms.

## FEES

You agree to pay the fees as set out in this agreement and agree to be bound by the direct debit terms and conditions as described in the debit success agreement.

## CANCELLATION POLICY

If 24-7 membership is cancelled outside the 48 hour cooling off period no refund will apply. Entry access key Tag must be returned prior to refund being given for upfront memberships canceled within 48 hour cooling off period.

### REPLACEMENT ENTRY KEY

In the event an entry key is lost or broken, it must be reported or returned to the Club as soon as possible. A \$25 fee will apply for a reissue of a new entry key.

## MINIMUM AGE

17 Years and over, must have a driver's licence. 13 years -16 years can access the 24/7 facilities if they are accompanied by a parent or legal guardian. \$150.00 non-compliance fee applies to any minor found using the facilities unstaffed accompanied by parent or legal guardian.

## 24-7 ACCESS

Lifestyle Health Clubs Raceview grants only members with 24-7 access to the facility outside staffed hours. Any member who brings a non member or member without a 24-7 membership into the club acknowledges that: They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member whether or not caused through the negligence of Lifestyle. Their 24-7 memberships will be terminated with a \$150 non-compliance fee charged to the member's nominated bank account or credit card, and they will be prohibited from rejoining Lifestyle Health Clubs Raceview 24-7 again.

## UNSTAFFED HOURS

Lifestyle operates on a 24/7 basis and is accessible by 24/7 members only outside of staffed hours. As a member utilizing the facilities you acknowledge that you enter and use the facilities at your own risk. If you feel there is a risk to you, your personal property, health and safety or you have any other concerns regarding the undue effect of exercising in an unstaffed facility, DO

NOT sign this agreement. The security company and its representatives engaged by Lifestyle Health Clubs Raceview have authority to enforce gym rules as per these 24/7 Terms and Conditions.

#### STAFFED HOURS

The staffed hours of the Club are displayed at the entrance to the Club. Lifestyle Health Clubs Raceview reserves the right to make amendments to staffed hours at any time without notice.

#### VIDEO SURVEILLANCE

For security purposes, Lifestyle Health Clubs Raceview uses video surveillance equipment to monitor the Club on a 24 hour basis. By signing this agreement you acknowledge that by accessing the facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor only areas and is not within the walls of the bathrooms or client screening rooms.

#### ORIENTATION

It is a condition of this agreement that you participate in a member orientation program. The orientation focuses on the rules associated within the gym. Lifestyle Health Clubs Raceview may suspend or terminate this agreement in the event of unsatisfactory understanding /completion of the Club orientation .

#### RELEASE

You use the facility provided by Lifestyle Health Clubs Raceview at your own risk and acknowledge that the use of the facility may involve risk of injury, whether caused by you or another party. You release, to the fullest extent permitted by law, Lifestyle Health Clubs Raceview against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, damages, judgments and loses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property or death to any person.

#### INDEMNITY

You indemnify Lifestyle Health Clubs Raceview against and from all expenses, damage, costs, liabilities, claims, actions, proceedings, judgements and loss of any kind whatsoever that the Club incurs arising out of, caused by, attributable to or resulting from an incident, loss, damage of property, injury or death to any person caused by you at or in the club or in the vicinity of the club.

#### EQUIPMENT

You understand and acknowledge that Lifestyle Health Clubs Raceview purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or any other equipment used in the club. You understand and acknowledge that the Club is providing recreational services and may not be held liable for defective products or equipment. WARNING - we strongly advise against using machines where you may put yourself at risk during unstaffed hours or when not assisted e.g. bench press, Squats.

#### PHYSICAL CONDITION AND NO MEDICAL ADVICE

You represent that you are in good condition and have no medical reason or impairment that might prevent you using the equipment at the Club.

You acknowledge that the Club did not give you medical advice before you used the equipment. If you have any health or medical concerns now or after you join as a member of the 24 hour facility, you must discuss such issues with your doctor before using the equipment.

#### LIABILITY FOR PROPERTY

Lifestyle Health Clubs Raceview is not liable for any personal property that is damaged, lost or stolen while around the Club including, but not limited to, a vehicle or its contents or any property left in an open locker. If you cause damage to the Club or any equipment you are liable to the Club for its cost of repair or replacement.

#### CHANGE OF DETAILS

You must provide us with any change to your details which are relevant to your membership.