



Level 4/31 Stanton Centre
Leichhardt Street
North Ward
07 4772 0002

Membership No: _____

MEMBERSHIP CONTRACT

1. MEMBER DETAILS

Membership Start Date: ____/____/____ Minimum Expiry Date: ____/____/____
How did you hear about us? _____ Renewal: Yes / No
First Name: Mr/Mrs/Ms/Miss _____ Last Name: _____
Address: _____ Suburb/Town: _____ Post Code: _____
Phone (H): _____ (W): _____ (M): _____
Gender: () M () F DOB: ____/____/____ Email Address: _____
Emergency Contact Name: _____ Emergency Contact Number: _____

2. MEMBERSHIP DETAILS AND PAYMENT

MEMBERSHIP TYPE: _____ Min Term: _____ Min Amount: _____

REFER THREE (3) FRIENDS TO RECEIVE A STRAND FITNESS WELCOME PACK

Name: _____ Contact Number: _____
Name: _____ Contact Number: _____
Name: _____ Contact Number: _____

DIRECT DEBIT PAYMENTS

\$_____ per week / Crèche \$_____ per week Debit Fee: \$1.95 (Set Up Fee \$5.50) Joining Fee \$_____

☐ 3 x ½ hour PT Package: **\$50.00** ☐ Strand Fitness Singlet: **\$40.00** ☐ Weekly ☐ Fortnightly ☐ Monthly

☐ **DIRECT DEBIT** - First Debit Date: ____/____/____ **FIRST DIRECT DEBIT AMOUNT TOTAL:** _____

Up Front Amount: \$_____ or 2 Weeks Advance Amount: \$_____ Date Paid: ____/____/____ ☐ **EFTPOS** ☐ **CASH**

PERSONAL TRAINING

Package : _____ Total Cost of Package: _____

Number PT Sessions per: _____ Week / Month Cost Per Session: - _____

3. CANCELLATION FEES

I agree to give a minimum of **30 days** **WRITTEN NOTICE** to cancel my membership once the minimum term is complete. To cancel prior to the minimum term I agree to pay the balance remaining on the minimum term of the membership(s) and an early exit fee of \$70.00. All Direct Debit memberships are on-going after the minimum term. Initial: _____

4. MEMBERS DECLARATION

I _____ (print name) Have read and understand the terms and conditions of membership as defined on the back of this document. I understand that by signing this form I am bound by the terms and conditions of the membership agreement.

Member Signature: _____ Strand Fitness Representative Name: _____



Terms and Conditions of Membership

1. I understand that all new memberships have a cooling off period of 48 hours from the date of signing the Membership Contract. There is no cooling off period on membership renewal. Request for termination of membership during the cooling off period must be in writing. Refunds granted in the cooling off period will be any money paid minus administration and joining fee.
2. I acknowledge and agree that except as otherwise specified in these Terms and Conditions that I am fully liable to make payment of all membership fees and other amounts payable under the members, for the Minimum Term and until the membership is cancelled and such cancellation is accepted by Strand Fitness. If I fail to make any payments under this membership I agree to pay the reasonable legal costs and outlays and or debt collection fees incurred by Strand Fitness.
3. Subject to Clause 4 below, Strand Fitness will only consider applications for cancellation of memberships in limited circumstances such as permanent physical incapacity or major/life threatening illness.
4. Strand Fitness reserves the right to refuse any application to cancel the membership in their absolute discretion.
5. Any application to cancel my membership must be in writing.
6. I acknowledge that I am entitled to transfer my membership to a friend or relative for a fee of \$70.00 (inclusive of GST) provided that that person is accepted by Strand Fitness in its absolute discretion and that person signs the most recent version of the Membership Contract.
7. I understand that direct debit memberships are ongoing and the price may increase at the end of the 12 Months of membership. Membership and payment will continue beyond the Minimum Term of contract unless a written application to cancel the membership has been received and accepted by Strand Fitness Management. This must be received no less than 28 days before the date of cancellation of membership. This is to allow for processing and any debit fees due during this time to be collected
8. I understand that I can put my Membership Contract "On Hold" and that a weekly hold fee of \$5.00 will be applied for the term that the membership is on hold. I agree that the amount of time that the Membership is put on hold will be added to the end of the membership and the Membership will become re-active only after payment of all hold fees has been received. Application for a Membership to be put on hold must be received in writing 7 working days before the date of commencement of the 'On Hold' period and is subject to approval by management in its absolute discretion. I understand that I must apply for the time frame during which the membership is to be put on hold and also for any extension to the on hold period.
9. Should payment of fees fall into arrears I understand that I may be refused entry into the centre until such time as all outstanding arrears have been received. I understand I will also be required to pay late fees as prescribed by management from time to time. Prolonged non-payment of fees will result in cancellation of membership and possible legal action to recover any outstanding monies owed to Strand Fitness.
10. Management reserves the right to amend the hours of operation, services offered, fees, charges, membership terms and conditions in accordance with the changing requirements of the centre.
11. I agree to comply with staff recommendations and instructions regarding safe exercise and machine use or equipment time limitations. I agree to be courteous and respectful to all other members and staff.
12. I agree to bring my membership card to each visit to the centre. All members must register their attendance by swiping their card upon entry to the facility. Lost or stolen cards will incur a replacement cost. I agree to pay a Fee of \$50.00 for an after-hours access card to gain entry into the centre.
13. If the after-hours access card is lost or stolen I must report it to the Strand Fitness Management immediately. The Fee will be non-refundable to cover replacement costs. If a membership or after-hours access card is faulty and such fault is not as a result of misuse of the card, a replacement card will be issued at no cost to the member.
14. I agree if using the centre after hours that no bags are to be brought into the centre and shared access after hours with a non-member will result in cancellation of my membership, effective immediately, and that I will be liable to immediately pay all outstanding monies upon cancellation.
15. I understand that my image may appear in print, electronic or video media produced by or for Strand Fitness for advertising and/or promotional purposes.
16. Appropriate covered footwear (i.e. closed-in sports shoes) must be worn at all times in the workout area. Thongs or sandals are not permitted. Appropriate clothing also must be worn and coverage should be adequate so as to not offend other members or staff.
17. A sweat towel must be used at all times whilst in the centre and equipment must be covered with the towel whilst being used (where appropriate) and wiped down after use. No bags are allowed in workout areas and personal items must be left in lockers provided. I acknowledge that while attending any exercise or activity connected with Strand Fitness that I am wholly responsible for my own property or person and I will not hold Strand Fitness liable for any loss or damage to my property.
18. I understand that all equipment, must not be modified or misused in any way and I will be liable for any cost arising from damage to the equipment, mirrors (\$400.00 replacement fee) or other members due to my actions. All weights and other items must be returned to their correct place after use.
19. I certify that I have no existing or any prior injuries, illness, other disabilities or conditions which may be affected, aggravated or cause injury or damage to myself if I undertake any exercise, activity or evaluation at, or connected with, Strand Fitness. This includes activities undertaken inside the centre or an external activity where participation involves the use of public streets, footpaths, parks, equipment or beaches. I will inform Strand Fitness Management in writing immediately upon my becoming aware of any such injury or condition.
20. **YOUNGER MEMBER.** Members under the age of 18 require parental/guardian consent to participate in gym activities
I/we, _____, declare that I have parental/guardian responsibility for the applicant and authorise them to participate in gym activities. I/we understand that I/we are responsible for any default payments and other costs which may become payable.
Signed: _____
21. I participate in the activity at my sole risk and responsibility. I agree to irrevocably and unconditionally release and indemnify Strand Fitness Management and all of its employees from and against all and any actions, claims, suits, demands, proceedings and causes of action, and any direct, indirect, resulting or consequential loss, cost, expense or damage of whatsoever kind which I may incur, suffer or sustain. This applies in respect to my person, property or otherwise, arising out of, or in connection with, my use, access to, presence of or supervision, instruction, evaluation or counselling by Strand Fitness or any of the workers in connection with the centre, or by reason of or arising from negligence of Strand Fitness management or any of its workers. This includes during organised activities or exercise using public streets, footpaths, parks or beaches.
22. I agree to all reasonable directions proved by Strand Fitness and its staff including all signage as displayed from time to time and all verbal directions. I agree to pay Strand Fitness and to indemnify Strand Fitness for any loss or damage caused as a result of my failure to comply with any of these Terms and Conditions.
23. I participate in the activity at my sole risk and responsibility. I agree to irrevocable and unconditionally release and indemnify Strand Fitness Management and all of its employees from and against all and any actions, claims, suits and demands, proceeding and causes of action, and any direct, indirect, resulting or consequential loss, cost, expense or damage of whatsoever kind which I may incur, suffer or sustain. This applies in respect to my person, property or otherwise, arising out of, or in connection with, my use, access to, presence of or supervision, instruction, evaluation or counselling by Strand Fitness or any of the workers in connection with the centre, or by reason of or arising from negligence of Strand Fitness management or any of its workers. This includes during organised activities or exercise using public streets, footpaths, parks or beaches.