

24 / 7 Gym Contract

GENERAL TERMS

1. MissFit Personal Training Pty Ltd (**MissFit PT**) operates a 24/7 access gym facility at 429 Old Cleveland Road, Coorparoo QLD 4151 (**the Club**).
2. You must abide by the rules of conduct, behaviour, dress code, and for equipment usage and use of services within the MissFit PT club. These rules are attached to this agreement and at times are displayed in the club.
3. In the event MissFit PT is required to change the location of the Club you will be notified in writing.

MEMBERSHIP AND MEMBERSHIP FEES

4. Membership fees are payable:
 - a) upfront; or
 - b) by direct debit arrangement,as determined by MissFit PT at the time of entering into this agreement.
5. Payment of the membership fees entitles you to 24/7 access to the Club for the relevant term of the agreement as agreed at the time of joining the Club. You may use the Club on a 24/7 basis for the term of this agreement.
6. Membership fees are not refundable.
7. You may transfer your membership to another person. You will be required to bring your friend to the club to complete an application for membership and pay her \$99 starter pack fee to complete the transfer.
8. You must notify MissFit PT if your contact details (including emergency contact details) change.
9. If for any reason the attempt to direct debit your nominated account is unsuccessful MissFit PT will try to contact you. If MissFit PT cannot contact you, MissFit PT will automatically debit the outstanding amount and the associated administration fee (\$6.60 default payment fee) with your next scheduled debit.
10. If 3 consecutive direct debits are unsuccessful your membership will be cancelled and the matter will be referred to an external agency whereby additional collection costs will apply.

PAUSING YOUR MEMBERSHIP

11. You may pause your membership for a minimum of 2 weeks and a maximum of 8 weeks (taken in fortnightly blocks only) in each year commencing on the anniversary of your joining date. During this period your membership fees will be reduced to \$8 per fortnight.

PT Studio and business address: 429 Old Cleveland Road, QLD 4151
Mobile: 0438 614 619 • Email: kate@missfitpt.com.au • ABN: 52 025 923 034

12. The term of your membership will be extended by any amount of time your membership is on paused.
13. Requests to pause your membership may be completed in person or via email to kate@missfitpt.com.au.

USE OF THE CLUB

14. If you have paid your membership upfront and do not use the Club then this is not a ground for cancelling your membership.
15. MissFit PT will not refund membership fees as a result of non-use.
16. Your usage of the Club is up to you. You can use the Club as much or as little as you like. MissFit PT will not notify you of your usage of the Club.
17. Facilities and services may change without prior notice. Any changes will not affect the terms of this agreement.
18. Please use the water cooler located in the Club to stay hydrated.
19. Club facilities may not be available during cleaning or maintenance. MissFit PT is not responsible for any impact to availability of facilities during these periods.
20. You must act appropriately at all times while using the Club.
21. If you breach any term of this agreement or act in a way MissFit PT determines to be inappropriate or illegal while using the Club, MissFit PT may immediately suspend or cancel your membership or restrict your access from the Club.
22. Children are not permitted in the Club except for MissFit PT Baby Boot Camp. MissFit PT accepts no responsibility for the safety or wellbeing of any children.
23. If you are under 18 years of age:
 - 23.1. you will need a parent or guardian to sign a consent form in person at your nominated club prior to commencing your membership;
 - 23.2. you cannot use the Club unless your parent or guardian is with you at all times; and
 - 23.3. your parent or guardian must also be a member of the Club and have 24/7 access.
24. Use of the group training area at the Club will not be available to members when there is a group class or boot camp seminar scheduled. Members must vacate the group training area 30 minutes prior to a group class or boot camp seminar starting so the instructors can set up.
25. MissFit PT does not provide lockers. Bag storage is available at the Club. MissFit PT does not accept any responsibility for your personal belongings if you choose to use the bag storage.
26. You must not enter any office area in the Club unless you are accompanied by MissFit PT staff.
27. Only one member can enter the Club at a time. You must not provide access to the Club to any other person including other members. It is a breach of this agreement to allow other members, non-members, or children into the Club with your access card.

28. Personal duress buttons and personal duress lanyards are available for you to use if you are alone in Club or have a medical condition. You must not intentionally activate a duress button or a personal duress lanyard for any reason that MissFit PT determines to be inappropriate.
29. Emergency exits are located in the Club and are clearly marked. In the event of an emergency please exit by the nearest exit and follow all instructions given to you by MissFit PT staff or emergencies services personnel.

OTHER FEES

30. You agree to pay the following fees if MissFit PT determines the following has occurred:

Occurrences	Fees
Default Payment Fee	\$6.60
Lost or damaged access card	\$50
Inappropriate use of Club facilities or vandalism	\$250 and cancellation of membership
False emergency call or inappropriate use of duress buttons and personal duress lanyards	\$250
Use of your access card by a non-member or letting non-members into the Club	\$250 and cancellation of membership
Disregarding safety bars while using squat racks or smith machine	\$250
Members who are under 18 years of age using the Club while not accompanied by their parent or guardian	\$250 and cancellation of membership
Theft of MissFit PT or any other member's property	\$250 and cancellation of membership

31. You consent to any fees incurred in accordance with clause 30 being automatically debited from your credit or debit card.

SECURITY

32. You are required to swipe your access card at the front door to enter the Club. Once you arrive, the monitoring system will register that you are in the building and you will be under video surveillance.
33. The Club premises have CCTV security cameras recording 24 hours a day (except in bathrooms) and may use remote video or other guarding services. You consent to being filmed and recorded by CCTV security cameras.
34. The bathroom area of the Club is not under video surveillance. MissFit PT cannot guarantee your safety in the bathroom areas of the Club during unstaffed hours. Using the bathroom during unstaffed hours is at your own risk.

35. The bathroom area of the Club can only be accessed by members who have 24/7 access. It is a breach of this agreement to allow other members, non-members, or children into the bathroom areas with your access card.

DAMAGE AND PERSONAL INJURY

36. You acknowledge and recognise the inherent risks of injury or ill health resulting from use of the Club and from participation in exercise generally.
37. You participate in all activities at your own risk whether or not supervised by MissFit PT staff.
38. You acknowledge that the Club may be unsupervised. You are using the Club facilities at your own risk.
39. You must ensure you understand how to properly use the Club and its facilities. If you need assistance regarding use of the equipment, please book a personal training session with one of MissFit PT's personal trainers.
40. You must ensure you are in good physical condition and are using the equipment in compliance with all medical advice. MissFit PT is not responsible if you use the equipment in a manner that is detrimental to your health.

COOLING OFF PERIOD

41. Your membership is subject to a 7 day cooling off period commencing from the date of this agreement.
42. Any amount paid will be refunded on a pro rata basis if you cancel during the cooling off period.
43. Request for cooling off cancellations must be made in writing to kate@missfitpt.com.au.

INDUCTION

44. You cannot commence use of the Club until you have completed induction at the Club. This includes purchase of your 24/7 access card, a tour of the Club and safety facilities (including use of the duress buttons and personal duress lanyards) and photographs for security purposes. Please contact MissFit PT at kate@missfitpt.com.au to arrange a suitable time for this induction.
45. MissFit PT will not refund purchase of your access card on cancellation of your membership. You must purchase a new access card if you lose or damage the one provided at the time of joining.
46. Access cards must not be tampered with in any way. For example, you must not write on, engrave or cover your access card with stickers.

UPFRONT PAYMENT

47. If paying membership upfront you agree to pay the full amount for the relevant time period agreed at the time of entering into this agreement.
48. You understand that payment entitles you to 24/7 access to the Club for the relevant time period as agreed at the time of joining the Club.

DIRECT DEBIT

- 49. If paying by direct debit you agree to pay the instalment amount at the agreed payment frequency until membership is cancelled.
- 50. It is your responsibility to cancel the direct debit arrangement with your financial institution when this agreement is cancelled.
- 51. Membership rates are reviewed periodically and may increase. Members will be notified a minimum of 30 days prior to any membership rate increase by way of signage displayed within the club.
- 52. You must ensure cleared funds are available in your nominated bank account or credit card to meet the direct debit payment. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debit plus any administrative costs incurred by MissFit PT. MissFit PT will debit both the next due payment and any overdue amounts on your next scheduled debit date.

INDEMNITY

- 53. You must reimburse MissFit PT for any loss or damage suffered by MissFit PT because of your breach of this agreement or any misconduct by you at the Club.
- 54. You release MissFit PT and any associated parties from and against all actions (to the extent permitted by law) which may be brought by you or on behalf of you in respect for any injury, loss, damage or death caused to you or your property arising from or in connection with this agreement.

CANCELLATION OF MEMBERSHIP

- 55. You may cancel your membership at any time by completing a cancellation form or making a request in writing to kate@missfitpt.com.au. From the date of notification you must pay two further payments and a cancellation fee of \$200 if cancellation is prior to the end of your membership term.
- 56. If you have paid your membership upfront in full, you may terminate this agreement by completing a cancellation form or making a request in writing to kate@missfitpt.com.au. It is in the sole discretion of MissFit PT whether to refund some or none of the fees corresponding to the remaining term of the membership.
- 57. MissFit PT may cancel your membership at any time. In the event your membership is cancelled for convenience by MissFit PT, any membership fees paid upfront will be refunded on a pro rata basis.

APPLICABLE LAWS

- 58. Your use of the Club and any dispute arising from such use is subject to the laws of Queensland, Australia.

EXECUTED as an agreement

SIGNING

EXECUTED by **MISSFIT PERSONAL
TRAINING PTY LTD** in accordance with
section 127(1) of the *Corporations Act
2001* (Cth) by authority of its director:)
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.....
Signature of Kathryn Beeley who states that
they are the sole director of MISSFIT
PERSONAL TRAINING PTY LTD

SIGNED by)
in the presence of:)
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Signature of witness)
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Name of witness (block letters))
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Signature of

DATED:_____