

GFITNESS

TERMS & CONDITIONS

1. ADMINISTRATION FEE

A one-off \$49 Admin fee is charged to your first debit.

2. MINIMUM ONGOING MEMBERSHIP TERMS

My 1, 6 or 12 Month Membership will be debited fortnightly for the minimum instalment and ongoing until I notify Gfitness of cancellation in writing.

3. CANCELLATION CONDITIONS

Your Membership will not stop automatically at the minimum term. We require 30 days written notice to cancel your membership once your minimum term has been reached. If you elect to cancel before your Minimum Term you can:

Choose to: Pay out your Membership term or pay an EXIT fee of \$249.

Cancellation confirmations will be emailed to you within 7 days - It is your responsibility to ensure your Membership has been cancelled.

Cancellation requests override suspensions. You cannot suspend your membership during your 30 day notice period.

4. CHANGE OF ACCOUNT/CONTACT DETAILS

You must update your bank account and contact information – see reception.

5. FAILED PAYMENTS

If your debit fails for any reason you will incur a \$5 failed payment fee as charged by our billing provider. Unpaid fees may be re-debited or referred to a collection agency.

6. SUSPENSION CONDITIONS

Monthly and 6 Month Memberships:
Minimum 2 – Maximum 4 weeks every 6 Months

12 Month Memberships:
Minimum 2 – Maximum 8 weeks every 12 Months

Upfront Memberships:
Suspension is added to the end of your term.

Suspensions are charged at \$5 per week. Medical Suspension requests beyond the above entitlements require a Medical Certificate and incur an additional \$10 admin fee.

Any suspension time taken during the course of your membership will extend your minimum term.

GFITNESS MEMBERSHIP APPLICATION

MEMBERSHIP CONDITIONS

1. I understand and agree to the terms outlined on the:
 - DDR Service Agreement.
 - Gfitness Terms and Conditions
 - Code of Conduct
2. I acknowledge that I am medically fit to proceed with the normal routine of exercise and at all times whilst on the Gfitness premises, both my property and person shall be at my own risk and I will not hold Gfitness, liable for any personal injury, loss of life or loss of damage to property. We may require a Medical Clearance for serious conditions, operations and injury.
3. I acknowledge and agree to pay Gfitness the cost of making good or restoring any damage caused by me or any other persons visiting Gfitness by my invitation. This is the entire agreement between the parties and no representation, promises, warranty and/or agreement not contained herein shall be of any force between the parties.
4. I understand that Gfitness reserves the right to amend these conditions and adopt new conditions, in conjunction with revised fee structures, as it deems necessary for the proper management of the facility.
5. Gfitness has a zero tolerance policy for poor behaviour as outlined in the Gfitness Code of Conduct. We reserve the right to cancel your membership immediately, any membership fees already paid will be forfeited (non-refundable).
6. Membership cards are not transferable and must be swiped on every visit. Gfitness replacement card fee is \$5.00.
7. Under no circumstances is your Gfitness Membership tag to be used by anyone else. If you break this term, you will be charged the Casual Fee \$25.00 and/or your Membership may be suspended or cancelled.
8. All new memberships have a 5 day cooling off period. To be valid, your cancellation must be received within 7 days of this agreement. Payments made during this period are non-refundable.
9. Gfitness reserves the right to cancel this membership and request the return of the membership card at it's discretion. All memberships are strictly non-refundable, and upfront memberships are non-transferable.
10. I understand that the amount and extent to which I participate in exercise and other activities is my responsibility. My failure to use Gfitness facilities or the rare occurrence of a software failure of our contact schedule system (i.e. email, SMS service and letters) or equipment downtime, repairs or necessary upgrades will not constitute grounds for a refund.
11. In order to maximise your attendance and usage of your Gfitness Membership, Gfitness may contact you via the following means: phone, SMS, email or letter, throughout the course of your membership.
12. I acknowledge that in order to provide fair and equitable access to classes, GFitness has a Class Bookings policy – I agree to follow the class bookings rules and understand that certain restrictions and penalties apply. These are listed on our website.
13. 13. I understand that Carlile Swimming Freshwater Pty Limited operate the aquatic centre. The pool is heated to 29-30 degrees. I can swim competently and am under no disability which would prevent or hinder me from swimming. Swimming is a hazardous activity and I recognise that there are risks inherent

in swimming, including but not limited to, paralysing injuries and death. I understand that Carlile Swimming Freshwater is a no lifeguard on duty facility. I assume all risks and responsibility for injury or property damage from using the aquatic centre. I release, indemnify and hold harmless GFitness, its directors, employees and agents, from and against all and any actions or claims which may be made by me, on my behalf, or by other parties for and in respect of or arising out of any injury, loss, damage or fatality caused to me or my property or by me to others by my use of the Carlile Swimming Freshwater facility or by my own negligence.