



Welcome to The Gym. By signing these terms & conditions, you acknowledge and accept the following contract terms.

1. CONTRACT INFORMATION

Contract information will be auto populated on purchase of a contract.

TERMS AND CONDITIONS

2. YOUR RESPONSIBILITIES

You understand and agree the following

- a) warrant that you are in good physical condition and you know of no medical or other reasons why you cannot or should not do active or passive exercise.
- b) you use The Gym at your own risk;
- c) that you are responsible to pay all the fees set out above and where applicable that (i) your account can accept direct debits
(ii) there is enough money in your account on the payment day
and (iii) you inform The Gym and your financial institution of any changes to your payment details at least 72 hours before the next direct debit is due (iv) you will notify your financial institution when you terminate this contract.
- d) you are responsible for using The Gym and its equipment correctly and will ask for assistance if required.
- e) you are responsible for any damage that you cause through a wilful act or negligence.
- f) agree that The Gym does not accept liability for death, personal injury and or for any loss (including any consequent loss) or damage to your belongings.
- g) you agree to not hold The Gym liable for any death, personal injury and or any loss (including any consequential loss) or damage or loss to your belongings.
- h) you agree to read and follow all safety instructions displayed or notified to you by The Gym

3. 24 HOUR GYM ACCESS

Subject to the type of membership, The Gym will allow access 24 hours and you understand and agree that during certain times your use of The Gym will be unsupervised at times. Situated around the facility are emergency buttons which when pressed will issue an alert to emergency services. Only use these buttons in the event of an emergency. NOTE the Altitude Room & Thermal Recovery Zone will be inaccessible outside of staffed hours. Minors are restricted to access only during staffed hours unless with a parent or guardian's supervision.

4. MEMBERSHIP AND MEMBERSHIP FEES

Full-time Members understand and agree that there is a minimum committed period of membership of twelve (12) weeks as set in Section 1 above starting on the Initial Start Date and ending on the Initial End Date. It is also understood that there is an Initial Payment as set out in Section 1 above that includes the admin cost, the cost of the FOB/token and the first Recurring Fee. Thereafter, your membership will continue as long as the Recurring Payment is paid until it is terminated in accordance with this Contract.

Membership fees are paid in advance: Weekly / Fortnightly / Monthly / by direct debit from a bank account or credit card as set out as above. The Gym also reserves the right to amend membership fees by providing you with 28 days written notice.

If you are unable to pay your fees on time, The Gym you will issue you with an alert requesting that you deposit funds. The Gym will then attempt to the take payment. If after three attempts your payment has not been received, your account will be suspended until any outstanding balance has been paid. The Gym will continue to debit your account, until the total amount you owe The Gym has been received. The Gym will make a reasonable effort to advise you on the status of failed payments by informing you via email. If payments fail, you are liable for all resulting fees. Your details should remain updated and you are obligated to complete your minimum term of payments. The Gym reserves the right to suspend your membership until all fees have been paid.

Guess Membership fee's will be paid in full before access is permitted.

7. TERMINATION AND SUSPENSIONS

a) SUSPENSIONS

The Gym understand that from time to time you may be unable to train due to holidays, rest periods, becoming sick or injured - or wish to terminate your membership altogether. You can be suspended your membership at any time, provided you provide The Gym with 14 days written notice prior to the hold. Each member is allowed to suspend membership for a minimum of two weeks and up to a total of six (6) weeks total calendar year for potential suspensions. If you require further time away it will be on a case-by-case basis. To make a suspension please email info@thegymatsalt.com.au with the start date and end date. A \$10 admin fee, subject to reasonable cost of living increases, will be charged to your account for this service.

b) TERMINATION

The minimum committed period of membership is twelve (12) weeks, after this period either party may terminate this Contract at any time with a \$0 cancellation fee, provided 14 day's prior written notice is provided. You are responsible for notifying your financial institution of any changes.

8. MARKETING

You agree to allow The Gym to take and use photographs or videos of you to use for marketing material & promotional purposes from time to time.

9. GYM FOB/TOKEN

If you damage or misplace your FOB you will be issued a new FOB at additional cost of a \$25 replacement fee.

10. CLASSES

Your The Gym Membership entitles you to unlimited access to available MINDBODY classes at The Gym. To access these classes, you are required to book via the MINDBODY app to reserve a place. Please ensure you arrive five minutes prior to the start of the class to allow time for the instructor to explain the class/ warm up. In the event you are late, once an instructor has started the class, you will be unable to participate as to avoid any risk of injury. If you are booked into a class and no longer plan on attending, please cancel at the earliest convenience to allow someone else to take your place. All other classes may be subject to additional fees.

11. ADDITIONAL TERMS

You acknowledge that The Gym may need to amend these Terms and Conditions and The Gym will provide you with 28 days written notice of any material changes.

The Gym may also refuse entry to any member if a member is deemed to act in an unreasonable manner. You are aware that The Gym uses CCTV.

The Gym can assign and or transfer this Contract.

This Contract is governed by the laws of the State of New South Wales, Australia. Without regard to its conflict of law provisions. If a court decides any part of this a Contract is invalid or unenforceable then that section will be deleted. The other sections remain valid and enforceable. Any complaint should be raised in writing with The Gym.

I acknowledge that unless I provide written notice of termination of my membership prior to the end of the fixed term of my ongoing agreement, I will still be liable for my membership fees until 14 days after I provide written notice of termination to the fitness facility. I understand the fitness facility must respond to its receipt of a written notice within seven days.

If an automatic direct debit arrangement is in place, fees will continue to be debited from your credit card or account until you or the fitness business cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable for damages for breach of contract.