

Welcome to City Fit Shop. To ensure that City Fit Shop is able to provide a safe and comfortable environment for all members and staff please assist us by ensuring that you comply with the following conditions. We advise you to only sign the membership agreement if you understand and agree with these conditions. The information outlined in these terms and conditions can / will be used in the event of a discrepancy.

1. INTRODUCTION

- a) By signing the agreement, you are agreeing to have been given a copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that you are medically sound to undertake a normal course of exercise, you use the facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health. This agreement also relates to the member's authority to City Fit Shop to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request. These terms are stated below.

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- a) The singular includes the plural and vice versa.
- b) A reference to a party includes that party's legal personal representative heirs, and assigns.
- c) "Member" includes the parent or guardian of the Member if the Member is under 18 years.
- d) "Member" refers to the name in which the membership account has been created, which at times may differ to the party paying for the membership.

3. RECEPTION AND ACCESS

All members must sign in upon entry to the facility at every visit. You can do so online or at the reception desk upon entrance.

4. GENERAL CONDITIONS OF ENTRY

To assist us in maintaining a safe and comfortable environment for all members and staff, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

a) ENTRY

Entry will be refused, or you may be requested to leave the City Fit Shop if:

- i. You are using abusive or threatening language or behaving in a threatening way.

b) You are under the influence of drugs or alcohol.

c) WAIVER

- i. A waiver must be signed by anyone before they enter the facility for any reason.
The exception is the front sitting area.

d) NON-SMOKING

City Fit Shop is a non-smoking facility.

e) DRESS CODE

Fully enclosed, clean sports shoes must be worn during workouts for safety reasons.

Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.

f) **CHILDREN**

- i. Children up to and including 12 years of age, who are not members or participating in a program of City Fit Shop, are not permitted anywhere within our facility except for in the front designated child friendly areas.
- ii. Children 12 years of age and under may be considered for access to the City Fit Shop at their discretion. Children who are 12-13 years of age (inclusive) may become City Fit Shop members and have restricted access to facilities only whilst they are fully supervised by a coach, trainer and/or a parent or legal guardian.
- iii. Children 14 years of age or older can join as a member (with authorisation of parent or guardian) but may have restricted access to some equipment and services.

g) **PERSONAL TRAINING**

- i. Personal training services are available for use in City Fit Shop for an additional fee. Please note only authorized City Fit Shop registered Personal Trainers are permitted to train members in facility locations. Conducting personal training within a City Fit Shop facility without being an approved trainer may result in the cancellation of your membership.

5. USE OF EQUIPMENT

For the safety of you and others, please follow all equipment operating and safety instructions on the equipment. If you are not sure of correct use or operation of equipment please seek assistance from a City Fit Shop team member. Please seek assistance from a coach/trainer if you are unfamiliar with the equipment or its safe and appropriate use.

- a) We ask that you return weights and bars to their racks when you have finished with them. This includes unloading plates from machines and bars when you have finished. This also applies to equipment used in Group Fitness classes.

6. LOCKERS/LOST PROPERTY

Lockers are available and are located in the front area. Please look after your personal items. City Fit Shop employees, or contractors, are not responsible for any loss or damage of personal property. Lockers provided are not security devices. Please keep all valuables with you while using the facility. If you want to stow your keys and wallet behind the front desk, please let the front desk know. Any items of lost clothing will be held for two weeks, and then donated to charity.

7. MEMBERSHIP

a) **ENTITLEMENTS**

Membership at City Fit Shop entitles you to:

- i. Work out as many times as your membership stipulates in each given period.
- ii. Participate in normally scheduled Group Fitness classes.
- iii. Use of exercise equipment located on the gym floor if they are not being used for classes.

b) **OBLIGATIONS**

Membership at City Fit Shop requires you to:

- i. Update your contact details when they change so that we can keep in touch.

- ii. Comply with all Conditions of Entry (see facility signage) and the guidelines in this document.
 - iii. Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
 - iv. Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.
- c) SPECIAL CONDITIONS REGARDING MEMBERSHIP ENTITLEMENTS
- i. City Fit Shop Inc. reserves the right to make changes to exercise equipment supplied in any of its facilities at any time. City Fit Shop Inc. also reserves the right to make changes to the Group Fitness timetable at any time. (i.e. alter class type, times and instructors).
 - ii. All entitlements and entry into any City Fit Shop Inc. is revoked if a member's account is in arrears more than \$50.00.
 - iii. If your automatic direct debit reverses or is returned to us by your financial institution we will attempt to contact you about retrying the debit. If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal and late fees that apply. If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the facility. If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.
- d) CHANGES TO CONDITIONS
- i. City Fit Shop Inc. reserve the right to change the conditions contained in Clause 7 by providing you with one month advance written notice of any changes.

8. HOLD / CANCELLATION / TERMINATION

A cancellation request should be directed to City Fit Shop Inc. and needs to be done in person at the facility.

- a) For month-to-month memberships City Fit Shop Inc. requires a written request to terminate the membership with 30 days notice. Any membership dues that are within the next 30 days cancellation period will be billed. The member has 30 days from their last payment of membership to utilize the facility.
- b) For all memberships, if the membership is cancelled within a 6 month term, the waived sign-up fee of \$65 will be automatically billed to the account.
- c) For memberships with a mandatory sign-up fee, the cancellation fee is equal to one months payment if cancelled before the contract term.
- d) A hold fee of \$15 to a maximum of 2 months may be applied to a billing cycle at any time before the next billing date as an alternative to membership cancellation.
- e) For annual monthly memberships your membership is for 12 months/payments. Your membership may be terminated under the following conditions:
 - i. You pay a cancellation fee of \$35.00 + GST for every month of membership or payment. (The difference between annual and month-to-month pricing).
 - ii. City Fit Shop Inc. requires a written request to terminate the membership with 30 days notice.
- f) Ongoing Membership Agreements

- i. After the expiry of the minimum term or payments, and after all instalments and fees due have been paid in full, unless notified before the termination date that the membership is to be terminated, then this Agreement shall continue indefinitely until such time as the Member makes a request, after the expiry of the minimum term for it to terminate. City Fit Shop requires 30 days notice to terminate.

g) Termination by City Fit Shop Inc.

City Fit Shop Inc. reserves the right to terminate this membership agreement in accordance with the following conditions:

- i. Failure to abide by any of the criteria listed in the Conditions of Entry (posted in your facility) or the items listed in this agreement.
- ii. Action upon a complaint by either a member or an employee (or contractor) of City Fit Shop Inc.

9. TRANSFER OF MEMBERSHIP BY THE MEMBER

A City Fit Shop Inc. 12-month direct debit membership, while within 12-month term, may, at City Fit Shop Inc.(s) discretion, be transferred to a non-member for a fee of \$65.00. Transfers are subject to special criteria in addition to City Fit Shop Inc. normal membership guidelines.

10. SAFETY, MAINTENANCE & SERVICE DEMAND

From time to time City Fit Shop Inc. may be required to make changes to the operation of the premises, these may include:

- a) Changing the operating hours to suit demand.
- b) Changing the availability of facilities or services within the facility.
- c) Closing off part of the premises or equipment for maintenance or safety reasons.
- d) Changing Conditions of Entry or Facility Rules.
- e) Where this occurs City Fit Shop Inc. will provide reasonable notice on any facility notice boards and at reception.
- f) **SUSPENSION**

Suspensions are available for a minimum period of four weeks and a maximum of eight weeks per year. A suspension form must be completed in person at the City Fit Shop at least 10 days before the period requested and cannot be back dated. A fee of \$15.00 per month applies to suspend your membership and is payable in advance on pre-paid memberships and non-direct debit clients. Direct debit clients will have their suspension fees directly debited. Any time spent on suspension will be added onto the minimum term of the Membership Agreement so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

11. PAYMENTS BY DIRECT DEBIT OR CREDIT

If paying by Direct Debit or Credit the Member agrees to pay the instalment amount at the agreed payment frequency until this Agreement is terminated in accordance with clause 9. Should there be any arrears in payments the Member authorises City Fit Shop Inc. to debit the outstanding balance in order to bring the account up to date.

12. PRIVACY

A Customer's "personal information" will only be used by City Fit Shop Inc. to provide you with the services contemplated by this Agreement.

13. DEBT COLLECTION AGENCIES

If paying by Direct Debit or Credit, upon default by the Member in regard to any obligation under this Agreement and failure to remedy the default after notification by City Fit Shop Inc., the Member authorises City Fit Shop Inc. to notify any debt collection agency of the default. Should this occur then at City Fit Shop Inc.'s sole discretion it may terminate the Agreement at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full.

14. INCREASE IN FEES

If paying by Direct Debit or Credit, City Fit Shop Inc. may at any time AFTER the end of the minimum term, upon sending written notice to the Member's last known address and giving 30 days notice, increase the instalment amount. If the Member wishes to terminate this Agreement as a result of the increase in the instalment amount, the Member must notify City Fit Shop Inc. in writing within 30 days of the date of the written notice sent by City Fit Shop Inc. The Agreement will be terminated upon receipt of this notice. If the Member does not notify City Fit Shop Inc. of its intention to terminate this Agreement within such specified time period, then this Agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the Member.

15. ENTIRE AGREEMENT

This Agreement constitute the entire agreement, understanding and arrangement (express and implied) between the Member and City Fit Shop Inc. relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

16. DIRECT DEBIT REQUEST TERMS AND CONDITIONS

a) INITIAL TERMS

- i. Fit Shop Inc. will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the City Fit Shop Inc. Membership Agreement signed and accepted by you.

b) CHANGE OF TERMS

- i. In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 30 days notice of the changes including if applicable the new amount, new frequency and next debit date.

c) DEFERRING OR STOPPING A PAYMENT

Should you wish to defer a payment to another date you must contact City Fit Shop Inc. before the date of that payment to request the deferment. Deferments are entirely at the discretion of City Fit Shop Inc. and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become Overdue.

d) ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or Day to Debit your account contact City Fit Shop Inc. and at our discretion in most instances we will be able to make the changes you require. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Contract.

e) DISPUTES

If you dispute any debit or credit payment, you must notify City Fit Shop Inc. immediately. City Fit Shop Inc. will respond to your dispute within 5 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

f) NON-WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

g) DISHONoured PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit or credit payment. Should your payment be dishonoured City Fit Shop Inc. may debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. City Fit Shop Inc. may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract (refer to clause 14 Debt Collection Agencies).

h) ENQUIRIES

All enquiries should be directed to City Fit Shop Inc. and should be made at least 1 working day prior to the next scheduled debit date.

i) YOUR OTHER RESPONSIBILITIES

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide City Fit Shop Inc. with a new account number.