



TERMS AND CONDITIONS

TERMS OF AGREEMENT

1. I, the client: hereby warrant that I do not have any physical or medical disability/condition, which would render it unwise to proceed with reasonable exercise. I will inform management should such a condition arise.
2. Acknowledge that I will not hold Management, its servants or otherwise responsible for any personal injury or loss of personal property, arising out of my use of the facility.
3. Acknowledge having read and made available to me and will follow the members procedures, gym rules and regulations and 24/7 Access rules and regulation, of which I agree to observe and further acknowledge may be altered at any time.
4. Agree to pay the membership fee's set forth above as and when they fall due. I acknowledge that they shall not be refunded for any reason, including my failure to use the facility.
5. The membership includes a "cooling off period" of 2 days from signing this Agreement at a standard fee of \$50.00. During this period the member may cancel his/her membership by giving a written notice.
6. Membership is based on the entitlement to the use of the facility and the services of the Club. Under this Agreement failure to avail him/herself to the use of the facilities does not absolve the member from his/her financial responsibility.
7. I understand that any and all group fitness classes are an additional benefit and do not form the basis of my membership and I cannot cancel based on this. Classes and timetables can be cancelled or changed at any time.
8. Acknowledge that Billing Agents can be changed at anytime without members consent. Membership will continue at the agreed rate set forth from this date, except in the event of clause 9.
- 9 "Billing Agents and Direct Debit" includes billing agent's successors and assigns, "Club" includes the clubs successors and assigns. Any reference to a person includes a corporation. Any reference to gender refers to all genders. This agreement shall be interpreted and enforced pursuant to the Laws of Victoria. The Agreement represents the entire Agreement in respect of membership of the Club by the member and no other representations have any force. The use of the word "Club" to describe the provider of the Membership facilities does not construe an association of like interests and no concept of equity participation is implied nor are any voting rights implied.
10. The member agrees that the information provided by them in this Agreement and the conduct of their membership obligations may be used for promotional and marketing services.
11. After the expiry of the initial direct debit contract term, an "until further notice or UFN" membership will continue at the agreed rate set forth from this date. I acknowledge that the above fees are subject to change, once the initial term is completed. In an event that such a change is done, if so I will have the option to approve the change to my payments or cancel membership (clause 10). A direct debit contract cancellation involves:- 28 days notice in writing (either in-club or via confirmed email) and a \$150- cancellation fee payable to the club.
12. An "until further notice" or "no-lock-in contract" membership may be cancelled at any time after the expiry of the initial scheduled payments by the member, provided no arrears. This is done by email or a written notice of cancellation to the club and by payment of any due's owed to the club within those 28 days.
13. Management reserves the right to terminate this agreement at any time for any reason, and undertakes that it will in the event as such right being exercised make a proportionate rebate of any subscription paid in advance.



14. Acknowledge that this offer of membership can only be made on the basis that the member strictly complies with fundamental terms of this agreement, to pay the subscription instalments on the due date as provided herein. Should payments not be made on the due date, a late fee will be charged, payable to the billing agent. In addition to the late fee, the member hereby agrees to pay any and all costs collected incurred by the Billing Agent and / or its representatives, including collection agency costs, court costs and solicitors fees, regardless of judgment.

15. Subject to the foregoing conditions and to the rights of other members and non-members clients, Management will make its facilities available to the client.

16. After the expiry of the initial direct debit contract term, memberships can be suspended for a maximum of 1/3rd of the term joined. Clubs must be notified 1 week prior to a suspension period. Billing Agent memberships have a minimum suspension time of 2 weeks. This must be done in writing or by email.

17. Membership Transfer – Paid in Advance (PIA) members are able to transfer to a non-member subject to the following conditions: (i) a \$50 transfer fee is payable by the incoming member on transfer of the membership, (ii) member must submit their transfer request in writing to their Club.

18. Whilst Feelgood is a 24/7 gym, staffed hours are subject to change at any time.

19. I acknowledge that I have read, understand and agree to all of the above terms and conditions.

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1. You must not allow any other person entry into the gym under any circumstances. Each person must enter separately using their own access card. Multiple entries are detected by the gated system and surveillance footage will be viewed determining any unlawful entry.

2. No family members, children, or friends are permitted to enter the gym during unstaffed hours

3. Entry into the gym during unstaffed hours requires you to strike your access card before entering. The door must shut after each individual entry into the gym.

4. It is recommended that you wear a portable panic alarm's provided when you are in the gym alone. The panic button should only be pressed in emergencies. In the case of an emergency, you may also press the wall mounted panic button the alert security. Costs will be passed on if the emergency button is triggered unnecessarily.

5. Equipment that you are unfamiliar with, or feel unsure using, must not be used during unstaffed hours.

6. You must not enter restricted area's during unstaffed hours.

7. You must not touch any speakers, televisions, air conditioners, or lights within the facility.

8. You must keep noise to a respectful level at all times. This includes while you are in the gym and entering and leaving the premises.

9. Members must not enter the gym if they are under the influence of alcohol or any drugs. Blood alcohol levels must be 0.00 at all times.

10. All members attending the gym during unstaffed hours must park in the designated Feelgood Fitness car park. This helps to ensure noise on the street is kept to a minimum.



11. Any incidents must be reported to management.
12. Replacement of your 24/7 access card will incur a fee of \$20. If you lose your access card you are not permitted to enter the facility during unstaffed hours until a replacement card has been issued.
13. You will be under constant video surveillance.
14. Terms and conditions of 24/7 access may change without notice and it is the responsibility of member to familiarise themselves with the terms and conditions upon each entry.
15. You must also comply with the regular terms and conditions of standard Feelgood Fitness memberships
16. No unauthorised sub/personal/instructor training to take place with any Feelgood facilities.
17. Always bring a towel for each session to wipe down equipment and personal hygiene. If you refuse to comply with this rule your membership will be suspended by Staff.
18. All members must adhere to respect personal hygiene guidelines. It is inappropriate to not remain courteous to the regards to bad body odour whilst inside the gym or group training room. Please use deodorant or an alternative for everyone's benefit. If you refuse to comply with this rule your membership will be suspended by Staff.
19. Strictly no photography by any members or casuals on the gym floor. Legal rights of all members must be adhered too. If you refuse to comply with this rule your membership will be suspended by Staff.
20. Strictly no inappropriate dropping of weights/equipment. If you refuse to comply with this rule your membership will be suspended by Staff.
21. Strictly no inappropriate language or loud grunting whilst training and/or in the gym. If you refuse to comply with this rule your membership will be suspended by Staff.
22. All members must wear appropriate sneaker / footwear fully covering their feet. Including and especially on dead lift platforms. If you do not have these in the gym you will be asked to leave. If you refuse to comply with this rule your membership will be suspended by Staff.
23. If you have gum whilst training please be respectful by putting it in the bin. Both inside & outside whilst on the gym premises. If you refuse to comply with this rule your membership will be suspended by Staff.
24. Strictly no group pack-training whilst training whilst in the gym. Access to all equipment should be available to all members. If you refuse to comply with this rule your membership will be suspended by Staff.

Failure to comply with the rules and regulations of out of hour's access will result in either a \$150 fine or membership suspension or cancellation without refund.