



MEMBERSHIP NUMBER

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These are the Terms and Conditions we, Back2it Fitness ABN: 27 968 077 392, are willing to provide the Membership Agreement to you. Please ensure you read these carefully, once understood, sign your acceptance of these as they form the basis of our membership agreement.

## 1. Membership Type

- a. Upfront or direct debit membership options available.
- b. Direct debit membership amounts are inclusive of admin fees. Credit/Debit Card payments incur a surcharge.
- c. Any persons under the age of 18 will require a parent or guardians' consent in you becoming a member of Back2it Fitness and will be liable for your obligations in this agreement. Any persons between the ages of 14 and 16 must attend the gym during staffed hours only and be accompanied by parent or guardian, who must hold a membership in their name also. Access token will only be issued to parent. Breach of these terms for minors will result is suspension or cancelation of memberships. Birth certificate and/or guardianship documentation and ID of adult must be provided as proof.
- d. All new memberships incur a \$12 joining fee.

#### 2 Access

- a. Back2it Fitness access is 24/7 through use of access tokens. All members require membership token for access to the club. Tokens are \$20.00. Members must swipe token upon EVERY visit.
- b. Tokens can only be used by the membership owner. Allowing others into the fitness centre will terminate your access.

#### 3. Membership Start Date

a. Memberships will commence from date requested providing the all forms have been completed in full and submitted.

#### 4. Suspending Memberships

a. Direct Debit memberships may be suspended for a minimum of one debit cycle and for a maximum period of 4 weeks every twelve months. Any suspended time period past 4 weeks will be charged at a cost of \$2.50 per week. A written request must be made at least 3 full working days prior to the next debit date. Pro rata to 2 weeks for six month memberships. Not applicable for three-month memberships. Any direct debit memberships held on suspension longer than 6 months will be terminated by Debit Success, resulting in an additional \$12 sign up fee to reinstate direct debit details.

#### 5. Membership Terminations

- a. Cooling Off Period terminate your membership within 48 hours of the join date should you feel the Club doesn't meet your expectations or your circumstances have changed, fees paid are refunded.
- b. Direct Debit Memberships termination request must be given in writing and at least 5 days prior to the next debit date for weekly memberships and 12 days prior to the next debit date for fortnightly memberships.
- c. Upfront memberships run for the term agreed upon. No refunds will be issued if member wishes to cancel membership earlier.
- d. Termination of Membership Agreement by us may occur immediately if you breach any of the Terms and Conditions governing the agreement.

# 6. Fees & Collections

- a. Direct Debit memberships are processed through Debit Success. It is your responsibility to ensure cleared funds are available in your nominated bank account/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 additional cost for return fees and administrative costs incurred by the business. If we have not received instruction to the contrary from you, Debit Success will debit both the next due payment and any overdue amounts on your next scheduled debit date.
- b. Members are responsible for the payment of any dishonoured debit or transaction. Failure to do so will result in suspension of access that may lead to cancellation of the membership.
- c. Upfront Memberships will not be activated until fee is paid.

## 7. Personal Trainers

a. Personal Training is operated independently and is not in conjunction with Back2it Fitness. All arrangements are directly through the PT's. PTs not hired or authorized by Back2it Fitness may not train clients within the Back2it Fitness premises.

## 8. Membership Transfers

a. Your membership subscription may not be transferred to any other person. Your membership is an agreement personal to you.

# 9. Completion of the Pre-Exercise Questionnaire

a. All members are to complete a pre-activity questionnaire or PAR Q. Any response deemed to pose a risk to either the member or Back2it Fitness will be referred out for clearance prior to participation.

## 10. The Safety to You and Others

- a. For the safety of any persons and property inside the Club, 24-hour CCTV surveillance is recorded.
- b. At no time is a member to enter the Club under the influence of alcohol, illicit drugs and/or medications that states strenuous activity to be avoided on its warning label.
- c. At all times members must respect the property Back2it Fitness and of others and will be liable for any damaged caused.

# 11. Personal Privacy

a. All personal information collected is in the strictest confidence that it shall be securely safe guarded by Back2it Fitness for restricted use as set out in these terms and conditions.

## 12. Membership Fee Increase

a. We reserve the right at any time after the minimum term of one fortnight to increase the membership fees on any rolling debit Membership Agreement. 2 weeks' notice will be given prior to any increase.

## 13 Risk Management

a. To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use.

## 14. Responsibility for Damage

a. You are solely responsible for any damage which you may cause to Back2it Fitness, its facilities, services, products or equipment, if such damage is caused by your willful act and/or negligence.





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15. Damages/Personal Injury

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- a. Warning: Injuries can occur through activities performed in Back2it Fitness. You may suffer injuries including broken bones, soft tissue injuries and joint injuries.
- b. WARNING UNDER THE FAIR-TRADING ACT 1999 Under the provisions of the Fair-Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplied to you are rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier. Under section 32N of the Fair-Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign the Contract, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these Membership Terms & Conditions. NOTE: The change to your rights, as set out in these Membership Terms & Conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004
- c.Acknowledgements: You acknowledge that you will use your best endeavours to exercise safely and that you will not take valuables into Back2it Fitness. We will comply with the statutory conditions set out above by ensuring that the services supplied to you are rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to us. The exclusion of liability below applies to death and personal injury but does not operate to excuse any breach by us of the statutory conditions referred to above that result in loss or damage to your personal property.
- d.Limitation of Liability, Release and Indemnity: We will, unless excused from liability by operation of statute, compensate you for death, personal injury, illness or property damage caused by gross negligence on our part and for loss and damage to your personal property arising from our failure to supply services to you with due care and skill and in a manner fit for the purpose which is reasonable to expect in all the circumstances. In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby otherwise:
  - i.agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities in the Fitness Business or using our facilities, services or products;
  - ii.agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in fitness activities in the Fitness Business or from using our facilities, services or products.

Please take the time to read the Terms and Conditions carefully to ensure you understand all relevant details. We have seven (7) days after the formation of the Contract to rectify any error or miscalculation provided in the Membership Application.

This agreement	subject to a 48-hour cooling-off period.
Start Date and ti	e of cooling off period
TIME:	AM/PM DATE:
End date and time of cooling off period (+48 hours):	
TIME:	AM/PM DATE: AM/PM
ACCEPTAN	
Terms & Condit the future. In si the membersh Back2it is not a	and agree to the Membership Terms & Conditions. I acknowledge that I shall honour the above Membership ns for the duration of my Membership Agreement and any membership products and packages I may renew in sing this document I acknowledge and confirm that I have completed the pre-activity questionnaire or PAR Q in creation process online and the the information I have supplied within this tool is correct. I understand that to provide me with advice regarding my medical fitness and this information is used as a guideline only. It Back2it staff, instructors, members, servants or agents are not medical practitioners and cannot provide I practitioners.
NAME:	MEMBERSHIP NUMBER:
SIGNED:	DATE:
Persons under	e age of 18 must receive consent from parent or legal guardian.
Members acce	ance of Terms and Conditions cited by the following Back2it Fitness representative:
NAME:	
SIGNED:	DATE: