

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 in suspension or cancellation 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.

