

Terms and Conditions

1.0 DEFINITIONS

In this Agreement:

Agreement means this membership agreement made between you and Real Fitness.

Applicant means the person described in this Agreement who is applying for the Gym membership.

Gym means the Real Fitness Gym where you applied for your membership as described in this Agreement.

Real Fitness means the registered business name registered to Dennis Chaloner as trustee for the Dennis Chaloner Family Trust;

2.0 AGREEMENT

This Agreement between the Applicant and Real Fitness Gym incorporates the terms of the Gym membership policies, Gym rules (which are located at the Gym) and the Gyms privacy policy which is available on the website at www.realfitness.com.au or by emailing info@realfitness.com.au.

3.0 MEMBERSHIP

3.1 Membership Entitlement

Your membership permits you to use the Gym premises, facilities, equipment and services as shown and limited by the membership you have taken out. The Gym reserves the rights to sell memberships at different rates and terms.

3.2 Placing Membership on Hold

The Gym will only place your membership on hold if you qualify under the terms of your membership policy as set out by the Gym. To be eligible to place your membership on hold you must be financial with your membership with all processing and enrolment fees paid and you must be current on your monthly fees. The cost of placing your membership on hold is \$2.50 per week which will avoid you having to enrol as a new member and pay an increased fortnightly fee and or joining fee. You may not place any membership on hold that is subject to a minimum term during that minimum term period. The maximum period a membership may be placed on hold is 5 weeks, unless by Gym approval.

4.0 FEES

You agree to pay the fees as set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in this Agreement.

4.1 Dishonour Fee

A member is subject to a \$10.00 administration fee in the event that a fortnightly Direct Debit membership payment is dishonoured by their financial institution.

4.2 Membership Fee Increase

The Gym reserves the right, at any time, to change the fees charged to members for use of the Gym's facilities. The Gym agrees to use provide you with 30 days notice in writing of the change in pricing at the most current address you have supplied or by email. We deem receipt to have occurred 2 business days after the notice was posted or emailed. At the end of the 30 day period, you authorise Gym and/or the direct debit company to debit the new amount to your account.

4.3 Alarm Fee

A member is subject to a \$150 administration fee in the event that any "Duress" alarm system is activated for any other reason than an emergency. The Gym reserves the right to determine whether the activation was a valid emergency or not.

4.4 Duress Pendant

A member is subject to a \$150 administration fee in the event that any "Duress Pendant" is damaged or removed from the Gym.

4.5 Direct Debit

If you have elected to make payments by direct debit, you understand and agree to the direct debit terms attached to the Debitsuccess contract and as varied from time to time by Debit Success Pty Ltd . All direct debits will be processed through a third party provider being Debit Success Pty Ltd trading as "Debit Success".

5.0 CANCELLATION, TERMINATION AND REFUND

5.1 Cooling Off Period:

The Applicant can cancel a membership within 48 hours after signing this Agreement by advising the Club manager in writing. If you do, the Gym will refund all money you paid within 7 days of when the Gym receives the notice. The Gym will charge an administration fee of 10% of the fee paid if you exercise your right to the 48 hour cooling off period.

5.2 Basic Cancellation Rights and Refund:

You may cancel your membership and receive a refund of any unused prepaid monthly Fees if you qualify as follows:

- (a) Permanent Sickness or Physical Incapacity: Your disability must physically prevent you from using any of the Facilities and a medical doctor must verify this fact in writing. In

case of death, your estate must provide written evidence. In either case, Gym will refund any unused prepaid monthly Fees.

- (b) Termination of Membership for Direct Debit members: If you have a membership that is paid by direct debit via "Debit Success Pty Ltd" you may terminate it at any time upon (i) written notice via email to info@realfitness.com.au to Gym, or (ii) by contacting Debit Success Pty Ltd directly yourself. Your deductions cease 30 days after the following business day where Gym receives written notice for memberships not within a minimum term. Where the membership is within minimum term then that term must be paid out in full. **All unpaid accounts are referred to a debt collector**
Initial:_____
- (c) Termination of Prepaid Membership: If you have a prepaid membership, you may not terminate it during the prepaid period (or get a refund), except for the reasons stated in section 4(a) and 4(b). If you do not renew your prepaid membership by the renewal date, your prepaid membership automatically expires.
- (d) Termination for Cause by Gym: Gym may, at its option, terminate your membership if (i) you fail to make timely payments under any payment plan; (ii) any monthly payments or fees are late; (iii) you fail to follow any of Gym membership policies or Club rules or violate any part of this Agreement; or (iv) your conduct is improper or harmful to the best interest of Gym or its members. Termination is effective on the date Gym email/mails a written notice to your last known address. You are liable for all financial obligations until that date. If you prepaid your fees, Gym will not refund any unused portion, and you must immediately return your membership access card/key.
- (e) Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use the Facilities ends and Gym can deny you access to any Gym club. Any money owing to Gym when your membership ends, remains immediately due and payable and Gym will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance.

6.0 MINIMUM AGE

All membership holders of Gym Fitness must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign this Agreement and acknowledgement of indemnity waiver. Minors aged between 14 - 16 must comply with the following restrictions:

- (a) Access during staffed hours only – an access card will be issued for use during staffed hours only.
- (b) A pre-exercise questionnaire to be completed by parent or guardian.
- (c) A suitable qualified Gym Instructor to undertake a pre-exercise assessment and then provide an exercise program for the minor prior to commencement of exercise.

7.0 ACCESS TO THE GYM

7.1 24/7 Access

The Gym only grants members 24/7 access to its premises and to access the Gym's facilities. Under no circumstances shall a member be entitled to bring a non-member into the Gym during unstaffed hours and each member acknowledges that:

- (a) They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member whether or not caused through the negligence of Gym;
- (b) Their membership may be terminated and a \$150 non-compliance fee charged to the member's nominated bank account regardless; and
- (c) They will be prohibited from re-joining any Club operating under the Gym brand.

7.2 Staffed Hours

The staffed hours for the Club are displayed at the entrance to the Club. Gym reserves the right to make amendments to staffed hours at any time without notice.

7.3 Unstaffed Hours

Gym operates on a 24/7 basis and is accessible by members during unstaffed hours. As a member utilising the Facilities you acknowledge that you enter and use the Facilities at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the undue effect of exercising in an unstaffed facility, then DO NOT sign this Agreement.

8.0 VIDEO SURVEILLANCE

For security purposes, the Gym uses video and audio surveillance equipment to monitor the gym on a 24 hour basis. By signing this Agreement you acknowledge that by accessing the gym you will be subject to

video and audio surveillance and recording. Video and audio surveillance is limited to the training floor areas only of the gym.

9.0 ORIENTATION

It is a condition of this Agreement that you participate in a scheduled member orientation program. The orientation focuses on the safe and correct use of the equipment provided at the Club. The Gym may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

10.0 RELEASE

The Applicant hereby acknowledges that the use of the gym equipment provided by the Gym is at your own risk and the Applicant also acknowledges that the use of the gym may involve risk of injury, whether caused by you or another party. The Applicant herewith releases, to the fullest extent permitted by law, the Gym against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person.

11.0 INDEMNITY

The Applicant indemnifies the Gym against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements and losses of any kind whatsoever that Gym incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by the Applicant in the gym or in the vicinity of the gym.

12.0 EQUIPMENT

The Applicant understands and acknowledges that the Gym purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club. You understand and acknowledge that Gym is providing recreational services and may not be held liable for defective products or equipment. The Applicant will inform the staff of the Gym immediately if the Applicant notices or uses equipment that they believe may be faulty.

13.0 PHYSICAL CONDITION AND NO MEDICAL ADVICE

The Applicant, by completing this application represents to the Gym that you are in good physical condition and have no medical reason or impairment that might prevent you from using the equipment at the Gym. The Applicant acknowledges that the Gym does not provide medical advice either before or after you train. If the Applicant has any health or medical concerns now or after you join as a member of the Gym, the Applicant must discuss that medical condition with your doctor before using the equipment. The Applicant will inform the Gym of any pre-existing medical condition before training.

14.0 LIABILITY FOR PROPERTY

The Gym is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Gym including, but not limited to, a vehicle or its contents or any property left in an open locker. If you cause damage to the Gym or any equipment you are liable to the Gym for the cost of repair or replacement.

15.0 CHANGE OF DETAILS

You must provide us with any changes to your details which are relevant to your membership.

16.0 ENTIRE AGREEMENT AND ENFORCEMENT

You acknowledge that neither the Gym nor any other party has made any representations or promises upon which you have relied when entering this agreement. This document contains the entire agreement between you and the Gym and replaces any oral or other written agreement. Any manual or hand written changes to this Agreement are not valid. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Gym does not enforce any rights in this agreement for any reason, Gym does not waive its right to enforce it later. The Applicant acknowledges that the jurisdiction is that of Western Australia.

Members Signature

Members Name (Print)

Date

Witness Name C/o Real Fitness, O'Connor