



# **Membership Terms & Conditions**

## **1 Welcome to FIT Lane Cove**

### **1.1 When does your agreement start?**

You have a membership with us when you have signed a membership agreement with one of our Managers or reception team.

Your membership is active from the date specified on your membership agreement, and from this date you are free to use any FIT Lane Cove facilities until its expiry or cancellation.

#### **1.1.1 Trial Memberships:**

All trial memberships are subject to the same terms and conditions of any full membership. A trial membership can only be used once and cannot be used in conjunction with any other promotion.

### **1.2 Can you change your mind?**

There is different protocol if you do change your mind depending on the type of membership you have chosen.

#### **1.2.1 Prepaid Membership:**

If you have joined a prepaid 3, 6 or 12 month membership then you have a cooling off period of 7 days. Within this period your membership can be cancelled at any time and you will be refunded the full amount paid, less an administration fee of \$35.

#### **1.2.2 Direct Debit membership:**

The cooling off period of a direct debit membership is 14 days. Your membership will be cancelled immediately and you will be charged a \$35 administration fee. Any time after this period the cancellation policy as specified on your membership agreement applies.

### **1.3 Will you be shown how to use the equipment?**

Every member of FIT Lane Cove is entitled to a complimentary 1 hour FITLIFE Consult with a FIT Personal Trainer. This session is designed for you to discuss your fitness goals and direction, undertake measurements and fitness testing and provide a path for your fitness journey with us at FIT Lane Cove. Please phone or ask at reception about session times and how to activate your FIT Lane Cove login for member portal and app. It is highly recommended to undertake this Consultation on your first visit to ensure you exercise properly, safely and within your capabilities.

### **What does my membership entitle me to?**

Included in all memberships with FIT Lane Cove is:

- 365 access to FIT Lane Cove
- Use of all cardio and weights equipment
- Access to all Group Fitness Classes and small group training sessions
- Access to FIT Lane Cove App for bookings
- Free Kiddies Club
- 1 x 60min FIT Life Consult
- Use of the Relaxation Zone, including steam and sauna

## 2 What you need to know about your membership?

### 2.1 Your Prepaid Membership

#### 2.1.1 When do you pay for your membership?

A prepaid membership is paid in full upon signing the membership agreement, and at the price quoted by the Manager or reception staff. This payment may be done by credit/debit card, cheque or in cash.

#### 2.1.2 Can you freeze your prepaid membership?

You are able to freeze your membership for a period anywhere between 2 weeks and 4 months. This amount of time on hold is then added to the expiry of your membership.

#### 2.1.3 Can you cancel your membership?

Unfortunately you are not able to cancel your prepaid membership and no refunds can be made, unless within the cooling off period (See section 1.2).

You are however able to transfer the remaining time of your membership to a family member or friend. This requires written confirmation from the current member either via email or in person. A \$35 administration fee will also be charged for the transfer.

### 2.2 Your Direct Debit Membership

#### 2.2.1 How will you be debited?

You are debited for the fortnight in advance by the bank account or credit card details you provided us with on your membership agreement, and as per your direct debit request service agreement.

The debit day for every direct debit member is every second Thursday. If this day falls on a Public Holiday then we will debit your account the following business day.

#### 2.2.2 What do you need to do?

You are responsible for:

- Ensuring your account is able to accept direct debits;
- Making sure there is enough money in your account for the payment to be made;
- Telling us in advance if any changes are made to your direct debit details.

#### 2.2.3 What if a direct debit payment fails?

If a membership fee is returned unpaid then you will be responsible for:

- Financial Institution charges incurred by FIT Lane Cove as a result of the unpaid debit and a late payment fee of \$8.00 for each unpaid debit;
- The next debit date may be double debited including the late payment fee.

If you have any queries about payments during your membership then please let us know.

#### 2.2.4 Can you put a freeze on your payments?

You are able to freeze your membership for a period anywhere between 2 weeks and 4 months and there is no limit on the amount of times you can do this in a year. All membership freezes must be made via written notice and cannot be completed over the phone. A freeze on your membership must be notified in advance and **cannot** be backdated.

Whilst on freeze your membership payments drop to the administration fee of \$0.50c per day, and this is debited fortnightly on the scheduled debit dates. If the freeze period is not in exact fortnightly blocks then you may find that your first and/or last frozen payments will be a pro rata amount dependant on your return date.

### 2.2.5 Can the terms of your agreement change?

We cannot guarantee that we will not need to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the service and facilities offered by the gym from time to time. Any such deletions, additions or changes will be notified in writing with at least 30 days' notice via email, letter, our website or signage throughout the gym.

FIT Lane Cove reserves the right to increase your membership fees at any time after the initial period of your membership has ended.

### 2.2.6 How do you cancel your membership?

Your direct debit membership and all payments associated with your membership will continue until we receive written notice of cancellation, either at the gym or via email, fourteen days in advance. If you have joined on the Month to Month (Non Contract) Membership then all that is required is fourteen days written notice of cancellation counted from them next debit date (i.e the last direct debit paid must be paid).

If you have joined on the 12 Month Membership and are cancelling within your initial term, then you will incur a \$100 early exit fee. The initial term of your membership is specified on your membership agreement, and may be extended for all months your membership was on hold for inside the initial term. If you are outside of this initial period then all that is required is fourteen days written notice counted from them next debit date (i.e the last direct debit paid must be paid).

Under no circumstances may cancellations be accepted or completed over the phone. All confirmation must be completed in writing (email acceptable). If completing a cancellation form at reception you will be provided with a copy to keep for your records. If posting a letter it is your responsibility to keep a copy for your records, otherwise cancellation may not be valid in the event of the letter not reaching us.

## 2.3 **365 Access & Unstaffed Access at FIT Lane Cove**

### 2.3.1 Access Fob

You will require your Access Fob to enter the gym during unstaffed hours. You must swipe your Access Fob at the front door to gain entry to the gym. If you lose or forget your Access Fob you may access the gym during standard staffed hours. For members safety, you cannot ask another member to give you access to the gym during unstaffed hours.

### 2.3.2 Unstaffed Hours

During unstaffed hours facility access will only be through the front stairwell and not via the Market Square lift. During this time there may not be a member of staff present and you acknowledge this as a part of your access to the facility.

### 2.3.3 Tail Gating

Members acknowledge and agree that they must not admit guests, or let anyone else use their Access Fob at any time outside staffed hours. If you breach this term you will be debited an initial tail gate fee of \$25. Subsequent breaches will incur a \$50 tail gate fee and your membership may be cancelled.

### 2.3.4 Age Restrictions in Unstaffed Hours

Children 17 years and under are strictly allowed access to the gym during unstaffed hours so long as they are accompanied by parent, guardian or carer only.

### 2.3.5 Loss of Fob or Access Card

You will be required to use your Fob or Access Card in order to access the facility during unstaffed hours. Access to the facility without these during unstaffed hours will not be possible. Should you lose your Fob or Access Card you may be able to access the facility during staffed hours by showing photo ID. You must NOT allow access to anyone who does not have their Fob or Access Card – Should you do so, even if you presume they are a

member, you may be charged the Tail Gating Fee. Should you require a new Fob or Access Card you may be re-issued these at reception during staffed hours for an additional fee.

#### 2.3.6 24 Hour CCTV Monitoring

The facility has closed circuit television (CCTV) recording 24 hours per day (everywhere except bathrooms and change rooms), including remote video access. This CCTV is for security purposes but does not guarantee against any wrongdoing, injury or harm.

#### 2.3.7 General Information

You will read and follow all safety instructions displayed throughout the gym. While accessing the relaxation area, including the steam room and sauna during unstaffed hours, you must use a duress tag available from the Emergency Information Station. Any alarmed areas are strictly out of bounds during unstaffed hours. Do not bring any valuables into the gym. All belongings must be kept on you at all times or in secured lockers. FIT Lane Cove will take no responsibility for lost or stolen items. The gym is monitored by CCTV at all times.

#### 2.3.8 Emergencies and Emergency Facilities

The facility has emergency access phones, panic buttons and security lanyards. As a minimum it is highly recommended that you use the security lanyards during unstaffed hours. All emergency phones, panic buttons and security lanyards are for the absolute safety and security of all facility patrons, and alert a security company when used. It is highly advisable to make use of these if you are, or should you feel threatened, seriously unwell or injured. You must understand how these emergency facilities work and agree to use them only in an emergency. If you deliberately use these emergency facilities inappropriately you agree to pay for any costs, loss or damaged incurred due to this inappropriate use. During both staffed and unstaffed hours, any directions from Market Square (centre management) directing members to vacate the facility for reasons such as fire evacuation or otherwise, must be strictly adhered to immediately.

There is an emergency First Response station situated at the entrance to the changerooms. This station includes an Automatic External Defibrillator (AED), First Aid kit, emergency intercom, duress tags, incident and maintenance reports.

#### 2.3.9 Exercising Caution

You will not use equipment if you are not sure how and will seek assistance, during staffed hours, from a FIT Lane Cove employee before using equipment. If you find or become aware of a fault in any piece of equipment, you will cease using the equipment and position an Out of Order sign on the fault piece of equipment. You will be required to record the issue on the maintenance log located at the FIT Lane Cove emergency information station, located at the entrance to the changerooms. By using FIT Lane Cove during unstaffed hours (indicated by the front door being closed on arrival), you acknowledge certain inherent risks in relation to the use of the facility and equipment.

### 3 Gym Etiquette

If the below Gym Etiquette is not adhered to then you may be asked to leave the premises and in some cases result in termination of membership.

#### 3.1 Dress code for members

- Suitable clothing and covered footwear must be worn at all times in the Gym.
- Sweat towels must be used at all times and equipment wiped after use with antibacterial wipes provided.
- Shirts or singlets must be worn at all times.
- When using the steam room or sauna, swimwear must be worn at all times.

#### 3.2 Facilities

##### 3.2.1 Equipment

Replace all weights on racks provided. Members must seek instruction on how to use equipment correctly prior to use via the FIT Life Consultation upon joining.

##### 3.2.2 Group Fitness Classes

Members are encouraged not join a class more than five minutes after the start time to ensure adequate warm up. The owners may change the group fitness timetable from time to time and Group Fitness Instructors reserve the right to deny entry 5 mins after class commencement.

##### 3.2.3 Lockers

Lockers are provided for members at their own risk. FIT Lane Cove will not be held responsible or liable for loss or damage to personal property stored in the lockers or on the premises. Lockers use RFID cards available at reception.

#### 3.3 Kiddies Club

Kiddies club is provided for children aged 0-12. This service is only available whilst parents/guardians are exercising within FIT Lane Cove. A maximum of two hours of care applies.

The hours of the Kiddies Club may alter at any time.

Any older children may sit at the members lounge unsupervised, provided their parents are aware and they reasonably behave themselves.

#### 3.4 Children

Children under the age of 14 are not permitted to use FIT Lane Cove facilities unless explicitly approved by management. Children aged 14 and 15 are permitted to use the facilities with parent/guardian consent and direct supervision, and all membership forms must be signed by an adult. The adult is responsible for the conduct and behaviour of the child.

#### 3.5 General

Smoking, weapons, alcohol, illegal drug use/solicitation is totally prohibited within FIT Lane Cove and will result in immediate termination of the membership or employment.

Rude, offensive or disorderly behaviour and foul language will result in termination of the membership.

## 4 Legal Information

### 4.1 Definitions

**we or us** meaning SDR Investment Group T/A FIT Lane Cove

**you** meaning the member of FIT Lane Cove

**the gym** meaning FIT Lane Cove

SDR Investment Group PTY LTD T/A FIT Lane Cove

**direct debit** meaning the transaction where a payment is made by *you*.

**agreement** meaning the Direct Debit Service Agreement between *you* and *us*.

### 4.2 We reserve the right to refuse entry to any person

Including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour that may be deemed threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. This will be at the sole discretion of FIT Lane Cove management.

### 4.3 Your Health and Safety

You are entitled to an initial 60min FIT Life Consultation with a FIT Lane Cove Team member at the gym. Should you choose not to do so, guidance may not be offered whilst you exercise in the gym. If you believe there is risk to your health by participating in any of the fitness activities offered at the gym, you must inform us in writing of that risk and give full details of the risk. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by the gym, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you must consult a member of staff before use.

### 4.4 Issues With Outside Contributors

We will, to the best of our ability, help you resolve issues with contributors but will not be held liable for any act of omission made by the provider.

#### 4.4.1 Personal Trainers

At the gym there are contract Personal Trainers, who are self-employed separate from the gym, and fees for their service are paid directly to them. The service they provide is a contract between you and them and we do not accept any responsibility for any breach of this contract, negligence caused by them, or any fees or associated costs or refunds.

### 4.5 Warning

When engaging in fitness programmes and fitness classes accidents can happen that may result in me being injured or my death. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the risk of injury from participating in fitness, programmes and fitness classes carried on by us or our fitness professionals. I am aware that any injury/accident sustained within FIT Lane Cove should immediately be reported to reception staff, a manager or reported via the Incident Report Form at the First Response Station.

### 4.6 Exclusion of Liability

Except to the extent that terms are implied into a contract for the sale of goods and services by the *Trade Practices Act 1974* (Cth) or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to participate in fitness activities of the gym that the gym and its directors, fitness professionals, employees, contractors are absolved from all liability however arising from any injury or damage however caused (Whether fatal or otherwise) due to any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of the gym.

#### **4.7 Release and Indemnity**

In consideration of the gym providing me with membership of which entitles me to engage in fitness activities of the gym, I:

- Release and forever discharge the gym from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in fitness activities of the gym; and
- Indemnify the gym to the extent permitted under the *Trade Practices Act 1974* (Cth) or otherwise by law in respect to any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising as a result of or in connection with my involvement in fitness activities of the gym whether caused or contributed to, directly, or indirectly by any negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of the gym.

#### **4.8 Privacy Policy**

Upon joining the gym, and throughout the course of your membership, we will have access to some of your personal details such as about your financial situation, health and other private details. We will only use your information in accordance with what is required of your membership stated on your membership agreement.

- a. Personal information including private and financial details is collected voluntarily and the gym will not record or monitor any personal information without consent.
- b. The gym will take all possible steps to ensure the security of any personal information provided, and endeavour to keep all information up to date. You also acknowledge that it is your responsibility to keep the personal details you choose to provide the gym as up to date as possible.
- c. The gym recognises that nobody is obligated to disclose personal information, however failure to do so may result in the gym being unable to provide services due to incompleteness of the Membership Agreement.

Any concerns or queries regarding the FIT Lane Cove Terms and Conditions should be directed to the General Manager by email. E: [matthew@fit.com.au](mailto:matthew@fit.com.au)