

TERMS AND CONDITIONS:

24fit (SA) Pty Ltd. M: PO Box 271, Stirling SA 5152 P: see below E: admin@24fit.com.au W: www.24fit.com.au ABN: 85526659691



Advice before you sign:

Once you click the "I accept" button of this agreement and submit it to us, we have the choice of accepting it or not. If we accept it, there will be a legally binding agreement created between yourself and us. This is known as a contract and it sets out the rights and obligations of each party.

You should therefore read this document carefully and make sure you understand it before accepting it. If you do not understand something, ask us or seek advice. Make sure you have read all of the agreement before signing.

What is set out in this agreement overrides anything that anyone may have said to you. If there is something in this agreement different to something that you may have been told, you should tell us before you accept this agreement.

This agreement also sets out the arrangements about payments. You should also carefully check those parts.

Definitions:

In this agreement there are some words and terms used repeatedly. To make things easier to understand, when we use those words and terms they will have the following meanings:

- 24fit never close gyms, 24fit, the Company, us, we, our and club means 24fit (SA) Pty Limited ABN: 43 095 256 461
- Member, you, your means the person described in the Membership Agreement Form and there referred to as member.
- Membership means a member of 24fit (SA) Pty Ltd
- Agreement means this contract.

Contract:

1. This membership agreement is a legally binding contract between you and us.
2. By entering into this agreement you purchase a membership or services and you agree to all the terms of this agreement.
3. You acknowledge that neither the Company, nor anyone on behalf of the Company, has made any representations or promises upon which you are relying in entering into this agreement unless set out in this agreement.
4. You agree that this document sets out the complete agreement between you and us.
5. If any part of this agreement is invalid or unenforceable, the remaining parts will continue.
6. If the Company does not exercise any rights it has under this agreement it is not giving away those rights. Those rights may still be exercised later.
7. 24fit reserves the right, in its sole discretion, to amend this agreement.

Parties:

8. The agreement is binding on each party and the heirs, successors and assigns of each of the parties.
9. In the event that you change your address or contact details, it is up to you to notify us.

Your wellbeing is important to us. The following conditions help to ensure your wellbeing.

Physical Condition/Medical Advice:

10. It is up to you to let us know if you have any medical or physical condition which might prevent or affect your use of our facilities.
11. By entering into this agreement you are representing that you have no such adverse medical or physical condition and that you are not aware of any health or medical reason why you should not use our facilities and services.
12. You also acknowledge that we have not given you medical advice and cannot in the future give you medical advice in respect of your condition and your ability to use the facilities.
13. It is your responsibility to seek medical advice before using the facilities or starting any exercise program.
14. It is your responsibility to act upon any such advice provided by your medical practitioner to ensure your safety and wellbeing.
15. You agree to accept all responsibility for your medical health at all times.
16. You agree to report any accident or incident that occurs to us within 7 days.
17. You acknowledge that as a member of 24fit you will be unsupervised.

Liability for Property:

18. We will not be liable for any personal property that is damaged, lost or stolen while on our premises unless caused by any deliberate or careless act of the Company or its personnel. This includes any motor vehicle and anything in any motor vehicle.
19. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you.

Membership:

20. We provide the following membership categories:

Results, Flexi (or weekly) and Annual (or pre-paid)

21. By becoming a **RESULTS** member, your initial membership term will be for a period of 12 months from your membership start date, and you authorise us to charge your credit or debit card the amount indicated in the 'select your membership' section of the registration. You acknowledge and agree that the length of the initial term has been discussed with you & you agree that the fortnightly fees are payable until the initial term expiry date, even if you do not use the gym. The fees are non-refundable and are payable fortnightly in advance. You will be notified via email when the initial term has ended. For your convenience, we will keep your membership active and continue to debit you at the same rate. Please advise us if you wish to terminate your membership at this point.
22. By becoming a **FLEXI** (or weekly) member, you have a periodic agreement which will continue until terminated by either you or us, and you authorise us to charge your credit or debit card the amount indicated in the 'select your membership' section of the registration. Your fees are payable fortnightly in advance. The authority ceases when you cancel, or we terminate, your membership. A minimum of 2 working days written notice is required to terminate FLEXI membership payments by email to admin@24fit.com.au. A confirmation email will be sent to you. If you do not receive this email we have not received record of your request. Please call your local 24fit gym to confirm (details below).
23. By becoming an **ANNUAL** (or pre-paid) member you have a fixed term agreement. There is one charge, paid in advance, & there are no further payments. You will be notified when your membership is due to expire & you will have the opportunity to pay for another year, move to a weekly membership, or cancel with no further costs. As a pre-paid member, your payment is non-refundable, even if you do not use the gym. Annual Members cannot freeze, transfer or cancel their memberships.
24. Your membership permits use of our premises, facilities, equipment and services in accordance with the conditions applicable to that category of membership.
25. Membership is subject to current company policies, rules and limitations and to any future changes to those policies, rules and limitations.
26. You are able to use your membership at any 24fit gym in South Australia see 24fit.com.au/sa for locations.
27. Memberships are assignable to a new owner of the business, at the sale or assignment of the business.
28. Memberships are not refundable except as provided by law or elsewhere in this agreement.

29. Members must be at least 15 years old. If you are less than 18 years old then your parent or legal guardian hereby agrees to personally guarantee your performance of all of your obligations under this agreement

30. We reserve the right to refuse membership, provision of services and/or use of the facilities, whether on a permanent or temporary basis, to any person.

31. We reserve the right to refuse entry and/or to cancel membership for breach of the agreement or the 24fit rules, misconduct, damage to equipment, inappropriate behaviour, drug or alcohol use, including where circumstances so warrant, without notice or warning.

32. Your membership is not transferrable.

33. Please give us at least 3 working days' notice to make changes to your payment details. Any missed membership payments accrued are to be paid on updating your details.

34. We reserve the right to relocate services to alternative premises. You may be eligible for a refund if an alternative 24fit is not located within 5km of the 24fit location which you initially joined.

35. The location where you initially completed the sign-up process is considered your home gym. If 50% of your gym visits occur at an alternative location over a 14 day period, your default home gym is subject to change. Membership Terms and conditions are subject to variations by location and therefore you are always bound by those governing your Home Gym. Please note, these variations can include membership prices.

Fees:

35. Fees and charges payable by you, as set out on the Membership Agreement, are payable fortnightly in advance (for FLEXI & RESULTS memberships).
36. By accepting the agreement, you authorise us to charge your credit card or debit card in accordance with your selected membership.
37. The above authorisation is a continuing authorisation until your obligations under this agreement are fulfilled or until your membership is terminated or cancelled and continues upon assignment of the agreement to a new owner of the business.
38. The above authorisation includes (but is not limited to) recurring fees, membership fees, GST and any unpaid fees. The fees includes GST at 10%, if the GST rate is increased, the GST payable will be amended to reflect this.
39. FREEZE: FLEXI members may freeze their membership for a minimum period of 2 weeks for \$1.50 a week paid on the same fortnightly billing system as regular billing. FREEZE: RESULTS members may freeze their membership for a minimum of 7 days with a maximum total of 4 weeks throughout their 12 month contract for \$1.50 a week paid on the same fortnightly billing system as regular billing. To request, please email admin@24fit.com.au. A confirmation email will be sent to you. If you do not receive this email we have not received record of your request. Please call your local 24fit gym to confirm (details below).
40. We will give you 2 weeks' notice of any fee increase via a notice in the gym and/or by email.
41. We may recover from you any merchant or other fees attendant upon credit card use or charged to us as a result of payment by you, whether by credit card or otherwise.
42. We reserve the right to charge you a processing fee being the reprocessing fee of \$10 in the event of dishonour of your direct debit.
43. The \$59 Key Tag Fee is non-refundable. A lost or damaged Key Tag attracts a \$20 replacement fee.

Unstaffed Hours:

44. As a member you have unlimited access. You acknowledge that if you allow a non-member to enter the gym during unstaffed hours may result in termination of membership and/or a \$100 fine at our sole discretion.
45. You accept responsibility and liability on the non-members behalf for any injury, loss or damage.

Facilities and Services:

46. Our goal is to always keep our equipment in top condition.
47. We reserve the right to remove, delete or replace equipment and/or services at our clubs.
48. We also reserve the right to vary equipment, services and hours of operation at our clubs.
49. It is acknowledged that equipment and services are available on a "first come, first served" basis.
50. It is acknowledged that at times we may be closed for maintenance or unforeseen circumstances

Video Surveillance:

51. For security purposes we use video surveillance equipment. Your activities will be recorded everywhere within the building (except toilets, bathrooms and assessment room) and upon entering and leaving the building.

Rules & Regulations:

52. You acknowledge that we have in place membership policies, rules and regulations for the use of equipment, use of the premises and in relation to membership.
53. We reserve the right to vary such policies, rules and regulations from time to time in a manner not inconsistent with membership.
54. It is further acknowledged that rules and regulations may vary from club to club.
55. Violation of membership policy, rules and regulations may result in termination of membership at our sole discretion.

Release:

56. You understand that this is an UNSUPERVISED FITNESS CLUB, and assume all risks associated with using exercise equipment and exercising alone without the aid and presence of staff on the premises.
57. You acknowledge that use of our facilities and services involves risk of injury ranging from minor injury to death.
58. You agree that your use of facilities and services both indoor and outdoor for scheduled activities is on the basis that you accept such risk and that you agree that the Company, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury (including, but not limited to, personal, bodily or mental injury, economic loss or damage) to you, your partner, spouse, unborn child or relatives.
59. You acknowledge that by becoming a 24fit member you are authorising the use of your image in future promotional and advertising material for 24fit.

Code of Practice:

60. We follow the Fitness Australia SA Code of Practise ("the Code"), a copy summary of which will be provided if requested.
61. Any inconsistency between this agreement and the Code, the provisions of the Code will prevail to the extent of the inconsistency.