

24fit Terms & Conditions

24fit Pty Ltd, PO Box 2046 Graceville Qld 4075

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Advice before you sign:

Once you click the "I accept" button on this agreement and submit it to us, 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 sign this agreement.

This agreement also sets out the arrangements about payments.

Definitions:

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

- 24fit, 24fit never close gyms, the Company, us, we, our & club means 24fit Pty Ltd ATF the Never Close Trust; ABN: 95 440 623 684
- Member, you, your means the person described in the Membership Agreement Form and there referred to as member.
- Membership means a member of 24fit 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. The agreement is binding on each party and the heirs, successors and assigns of each of the parties.
8. Your Contract is assignable to a new owner of the business, at the sale or assignment of the business.
9. 24fit reserves the right, in its sole discretion, to amend this agreement.

Payments, fees and resignation

10. 48hr Cooling Off Period – You can cancel your Membership with us within 48hrs of joining by emailing helpme@24fit.com.au If you do, we will refund all money paid less an administration fee.
11. By becoming a PRE PAID or ANNUAL 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 resign with no further costs. As a pre-paid member your payment is non-refundable.
12. 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 card or debit your account the amount indicated in the "select your membership" section of the registration & a fortnightly processing fee. Your fees are payable fortnightly in advance. The authority ceases when you resign, or we terminate, your membership.
13. 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. Your fees are payable fortnightly in advance. After the end of the initial term your membership will continue until you terminate your membership by following the procedure to resign your membership below. This is an ongoing membership agreement and will continue until either you or 24fit terminate it in the way described in this agreement. If not terminated in this manner, a \$100 early termination fee applies. You agree that you are bound by the membership payment terms & unpaid balance due upon cancellation.
14. To resign your membership: for Results Members (after the initial term expiry date) & Flexi Members – we require one month notice to cancel (ie. there will be 2 more payments), emailed to helpme@24fit.com.au prior to 5pm on the Wednesday before the Thursday billing day. Email us with your full name requesting to cancel your membership. Within 48hrs of receiving your email you will receive a confirmation email. You must keep a copy of our return email as confirmation of the cancellation of your membership. If you do not receive this email, we have not received record of your request. Please call 0487 940 320. You agree that you are bound by the membership payment terms & unpaid balance due upon cancellation.
15. Your membership starts after your orientation.
16. Key tags are non-refundable.
17. A Membership on FREEZE cannot be cancelled.
18. It is your responsibility to ensure adequate funds are in the nominated accounts & we reserve the right to charge you a reprocessing fee and to recharge you any fees we incur. You will incur an additional fee of \$10 whenever there is a payment default.
19. We may recover from you any merchant or other fees charged to us as a result of payment by you.
20. Our objective is to keep membership as affordable as possible however, if we need to increase fees, we will give you 4 weeks' notice via a notice in the gym and/or by email.

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

Physical Condition/Medical Advice

21. 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.
22. 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.
23. 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.
24. It is your responsibility to seek medical advice before using the facilities or starting any exercise program.
25. It is your responsibility to act upon any such advice provided by your medical practitioner to ensure you safety & well-being.
26. You agree to accept all responsibility for your medical health at all times.
27. You agree to report any accident or incident to us within 7 days.
28. You acknowledge that as a member of 24fit you will be unsupervised.

Video Surveillance

29. For security purposes we use video surveillance equipment. Your activities will be recorded everywhere within the building (except toilets & bathrooms) & upon entering & leaving.

Rules & Regulations

30. 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.
31. Our rules and regulations are displayed in the gym.
32. We reserve the right to vary such policies, rules & regulations from time to time in a manner not inconsistent with membership.
33. Violation of membership policy, rules and regulations may result in termination of membership at our sole discretion.

Unstaffed Hours

34. As a member you have unlimited access. You acknowledge that if you allow a non-member to enter the gym during unstaffed hours this may result in termination of membership and/or a \$150 fine at our sole discretion.
35. You accept responsibility and liability on the non-members behalf for any injury, loss or damage.

Membership

36. Your membership permits use of our premises, facilities, equipment and services in accordance with the conditions applicable to that category of membership.
37. Membership is subject to current company policies, rules and limitations and to any future changes to those policies, rules and limitations.
38. Members must be at least 14 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 and will need to attend your orientation. If you are 14-16 years you may only attend the gym with a parent/guardian who is a member.
39. 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.
40. We reserve the right to refuse entry and/or to cancel membership for breach of the agreement, misconduct, damage to equipment, inappropriate behaviour, drug or alcohol use, including where circumstances so warrant, without notice or warning.
41. PRE PAID & ANNUAL Members may transfer their Membership to someone else. A transfer fee & key tag fee for the new member applies.
42. Please give us at least 3 working days to make changes to your payment method or bank account details.
43. Please notify us if you change your address or contact details.
44. 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 24fit or its personnel. This includes any motor vehicle and anything in any motor vehicle.
45. You will be responsible for the cost of repair and/or replacement of any damage contributed to or caused to our property by you.
46. Members may freeze your Membership for a minimum of 4 weeks for a fee paid fortnightly. Freeze periods must start & end on our fortnightly billing days. Maximum of 3 months per year.

Facilities and Services

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

Release

51. You understand that this is an UNSUPERVISED GYM, & assume all risks associated with using exercise equipment & exercising alone without the aid and presence of staff on the premises.
52. You acknowledge that use of our facilities and services involves risk of injury ranging from minor injury to death.
53. You agree that your use of facilities and services both indoor & outdoor for scheduled activities is on the basis that you accept such risk & that you agree that the Company, its officers, directors, employees, volunteers, agents & 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.

(Form V16)

24fit
never close gyms