



TERMS AND CONDITIONS

Please take the time to read the following terms and conditions.

The information outlined in these terms and conditions can and/or will be used in the event of a discrepancy.

The parties to this agreement include Derrimut Health & Fitness Pty Ltd has Derrimut 24:7 Gym ('Derrimut'), Debit Success Pty Ltd ('Debit Success') and the Member detailed on the completed Membership Form. By signing the Membership Form the Member agrees to have been provided with a copy of these Terms and Conditions. All members of Derrimut must be a minimum of 14 years of age. Members under 16 will need to be supervised by an adult when using the gym facilities. All membership agreements for children under 18 years of age are required to be authorized and signed by a parent/guardian.

Acknowledgement of Obligations, Risks & Injury

The Member acknowledges that any activity undertaken at Derrimut's facilities is dangerous and that by participating in such activity the Member is exposed to certain risks. The Member acknowledges that they are physically and medically sound to undertake any activity and agree to advise Derrimut if they become physically and/or medically unsound to participate in such activity. The Member understands that while participating in an activity:

They may be injured, physically or mentally or may die;

Their personal property may be stolen, lost or damaged;

Other people participating in the activity may cause them injury or may steal or damage their property;

The Member may cause injury to other persons or damage their property.

The Member participates in any activity at their sole risk and responsibility and the Member assumes responsibility for any injury, death or property loss or damage resulting from their participation in an activity. The Member releases, indemnifies and exempts Derrimut, its employees, agents and contractors, from and against all and any actions or claims which may be made by the Member or on the Member's behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to the Member or their property whether by negligence, breach of contract or otherwise.

Membership

Membership at Derrimut entitles the Member to work out as many times as they wish in a given period, participate in normally scheduled Group Fitness Classes (if available) and use exercise equipment located on the gym floor and cardiovascular training areas. There are variations in Derrimut's facilities and services provided at different Derrimut facilities. To ascertain exactly what a particular facility provides please enquire at the facility directly. There may be additional fees charged to access these facilities and services. Derrimut reserves the right to make changes to exercise equipment supplied in any of its facilities at any time. Derrimut also reserves the right to make changes to the opening hours, Group Fitness timetable, pricing, these terms and conditions or any of its services at its sole discretion.

Membership Cards

Upon joining Derrimut, a photo of the Member will be taken for security reasons relating to the safety of all Members and patrons. This photograph will not be used for any other purpose and will be stored on Derrimut's database. The Member will be issued one Membership Card and will be responsible for it, Membership Card replacement fee is \$15.00. All Members must present a Membership Card upon entry to Derrimut's facility, Membership card scan is compulsory for security and insurance purposes. If a Member does not have their Membership Card with them upon entering Derrimut's facility, the Member will be charged a \$20.00 entry fee. If a member gives another person the use of their Membership Card, their Membership will be forfeited, and no monies will be refunded. The Member and the other person who used the Member's Membership Card will be banned from using and attending any of Derrimut's facilities.

General Rules

Towels must be used when participating in Group Fitness Classes and when exercising/training to maintain hygiene and safety standards. Entry into the facility will be denied if you do not have a towel. Fully enclosed, clean sports shoes, must be worn during workouts for safety reasons and no work boots, high heels, thongs or street clothing is permitted. Members are required to wear a singlet or t-shirt, shorts or pants at all times. When using weights, Members will allow others to work in with them during their workouts. All weights will be unloaded and put away from the machine or rack in preparation for the next user No weights will be dropped or banged on the ground unnecessarily. Instructors and personal trainers may be available in the event that any assistance is required.

Lockers

Lockers are available at some Derrimut facilities. The Member must bring their own padlock/combination lock on a daily basis as required. Derrimut does not supply Member's with padlocks, however, padlocks maybe available for purchase at Derrimut's facility. The Member is advised to remove their padlock/combination lock upon completion of their workout and not leave the padlock/combination lock or a locker for permanent use. Any padlocks/combination locks will be removed and destroyed by Derrimut at the end of each week. The Member is responsible for their own belongings and Derrimut's employees, agents or contractors are not responsible for any loss of the Members personal property. The lockers provided are not security devices so Members are advised to keep all valuables with them while using Derrimut's facility. Any items of lost property will be held by Derrimut for one week and will then be thrown out or donated to various charities

Group Fitness Classes (if available at Derrimut's facility)

For the Member's and other patron's safety, class numbers may be restricted to certain levels. On occasion, large class numbers may limit participation in some of the classes. To avoid disappointment, Derrimut suggests that the Member arrives at least 5-10 minutes prior to class commencement. At times, classes may be cancelled by Derrimut and Derrimut will use its best endeavours to notify Members and other patrons of class cancellations by either posting a status on Facebook or displaying a notice at Derrimut's Facility.

Boxing/MMA (if available at Derrimut's facility)

Should the Member wish to utilize the boxing ring/cage at Derrimut's facility (if available), the Member will be required to complete and sign a Disclaimer Form. A medical examination will be required to be provided to Derrimut prior to the Member engaging in any activities in the boxing ring. The medical examination will be undertaken by the Member's medical practitioner at the Member's own expense. The Member will be responsible for complying with all terms and conditions stated in the Boxing and Sparring Disclaimer Form.

Online Memberships

For all online memberships purchased through Derrimut's website, the membership will effectively begin at the time the online transaction has been successfully completed and received by Derrimut Gym. The Member understands that if a membership payment is made by way of an upfront payment, the Member will also be charged an establishment fee of \$88 as from 5th January 2024. Should the Member wish to cancel their Membership, the Member will not be entitled to a refund of any monies paid. **All online memberships will be automatically activated by Derrimut within 7 days of the original purchase date of the membership (no exceptions apply).**

Establishment Fee

An establishment fee of \$88.00 is a one-off fee payable on NEW memberships as from 5th January 2024. This establishment fee is a make-up of operational costs that include setting up your membership, key tag, goods, services, and administration costs over the course of the membership.

Upfront Membership Payment

A photographic identification card and/or passport will be provided by the by Member upon signing up to an upfront membership at Derrimut's Facility. The Member understands that if a membership payment is made by way of upfront (one off) payment, the Member will also be charged an establishment fee of \$88.00 (as from 5th January 2024). Should the Member wish to cancel their Membership, the Member will not be entitled to a refund of any monies paid. Should the Member wish to transfer their Membership to another person, they may do so by attending at Derrimut's facility with the other person and complete a Membership Transfer Form which both the Member and the other person will be required to sign. The transfer of membership is only available to Members who have paid full price for their membership (this does not include promotional membership specials); please see Membership Suspension. For further details below.

Direct Debit Memberships

A photographic identification card and/or passport will be provided by the by Member upon signing up to a membership at Derrimut's Facility. A Member who applies for a Direct Debit Membership by completing the online Debit Success Application Form, requests and authorises Debit Success Pty Ltd of PO Box 577, Mt Waverley, Victoria 3149 ('Debit Success') to direct debit the Member's nominated bank account or credit card. The Member understands that an ESTABLISHMENT fee of \$88.00 (as from 5th January 2024) applies to a Direct Debit Membership which is payable to Debit Success. Derrimut's direct debit memberships are an eighteen (18) month contract with a cost of \$14.95 per week & a twelve (12) month contract with a cost of \$17.95 per week. This is debited on a fortnightly basis as \$29.90 per fortnight or \$35.90 per fortnight (whichever is applicable). Once the member has completed their contract, their membership will continue to be ongoing. For Direct Debit memberships in South Australia, memberships must be renewed at the end of the 12 Month period in accordance with State Legislation (no establishment fee of \$79 will be applicable). Should the member wish to cancel their membership during their contract, an exit fee of \$199.00 shall apply. The member will be required to complete a Direct Debit Cancellation Form and lodge it with Derrimut at least 30 days prior to the cancellation date. The member will not be required to pay the exit fee if they cancel after their contract is complete. In Victoria cooling off period applicable is 7 days. In South Australia there is no cooling off period applicable.

Direct Debit is an automatic fortnightly deduction that will be maintained unless the member provides authorization to Derrimut to cancel the Direct Debit. All direct debit memberships will have a service fee of \$19.95 per quarter (every three months) which will be debited on the 24th day of June, September, December, and March. In the event that the Member's Direct Debit is dishonoured by their financial institution, Debit Success will recover any outstanding balances together with any administration fees on the next Direct Debit date. Should the Member have an outstanding overdue amount on their Direct Debit Membership, their access to Derrimut will be restricted until the outstanding amount has been paid in full. The Member's Direct Debit Membership will be subject to the terms and conditions of Debit Success as well as the terms and conditions of Derrimut.

Macgregor members only – As of Saturday 4th May 2024, Macgregor will become a Direct Debit only facility. Upfront memberships will no longer be available for purchase in-store and online. A Member who applies for a Direct Debit Membership by completing the online Debit Success Application Form, requests and authorises Debit Success Pty Ltd of PO Box 577, Mt Waverley, Victoria 3149 ('Debit Success') to direct debit the Member's nominated bank account or credit card. All standard terms and conditions stated above will be applicable and will form part of these terms.

Membership Suspension

Upfront Membership — Please note that the following is subject to a member paying full price for their Membership: The Member may suspend their Membership for a period of four (4) weeks provided they notify Derrimut in writing or in person at Derrimut's facility at least seven (7) days prior to the required suspension date. The Member must notify Derrimut of the start and finish date of the suspension period. The Member acknowledges that early activation of their Membership is permissible. The time that a member suspends their Membership for will be added to the term of their Membership. Should the Member require a suspension period longer than four (4) weeks documentary proof must be provided to Derrimut. Should Derrimut run a promotional membership special where an upfront membership fee is discounted from the full price, the following applies: The Member is not entitled to suspend or transfer their membership if they have signed up for a promotional membership special. Suspension or Transfer of Membership is only available for Members who have paid full price for their membership.

Direct Debit Membership – The Member may suspend their Membership for a minimum period of two (2) weeks and a maximum period of four (4) weeks. The Member is required to notify Derrimut in writing or in person at least seven (7) days prior to the required suspension date. The time that a member suspends their Membership for will be added to the term of their Membership.

Member Ban

Derrimut may, in its absolute discretion, suspend or revoke a person's membership, and ban that person from attending at any of Derrimut's facilities, if that person:

1. Engages in criminal activity
2. Conducts personal training services when they are not a registered personal trainer with Derrimut, then the Member will be banned from all Derrimut's facilities.
3. Fails to comply with any term or condition, or any rule, which relates to hygiene or which is designed to prevent the transmission of covid-19 or any other virus
4. Enters or attempts to enter any Derrimut facility whilst showing symptoms of covid-19 including but not limited to elevated body temperature or fever
5. Is verbally and/or physically abusive towards any staff member or contractor of Derrimut and/or towards any other member
6. Engages in any conduct constituting harassment of any member or any staff member or contractor of Derrimut, including any comments of a sexual nature made to or about any member, staff or contractor.
7. Films another member or members, or any staff or contractors of Derrimut, without that person's express knowledge and written consent
8. Unreasonably refuses any lawful direction from a staff member or contractor
9. Operates equipment in a manner that places themselves or any other member, staff member or contractor at risk of injury

COVID-19

Derrimut 24/7 Gym (the Service Provider) has a health and safety responsibility to minimise the likelihood of infectious disease transmission, and as such, we have implemented a number of measures, including social distancing and mask wearing with the aim of keeping staff and visitors safe and minimising the spread of COVID-19. As such, Derrimut 24/7 Gym is advising you that as per the direction from the Victorian Government you are required to have received two (2) COVID-19 vaccine doses by Friday 22nd October 2021. Upon entry to Derrimut 24/7 Gym's locations, Derrimut 24/7 Gym is required to request view of visual evidence that you have received the COVID-19 vaccine. Proof of vaccination status can be provided through your Vaccination History Statement, COVID-19 Digital Certificate or a letter from your doctor stating your medical exemption. Derrimut 24/7 gym will not ask, store nor will receive a physical copy of your vaccine evidence. Derrimut 24/7 gym will only note down whether they have viewed the appropriate requested documentation. Refusal to comply with direction from Staff or Management, will be deemed as non-compliance. Any abusive behaviour following these measures will not be tolerated, and further action will be taken at the discretion of Management.