

# **MaxFit Agreement**

The membership contract between you and MaxFit comes into effect when training commences. These Terms and Conditions apply to all Members and other Casual Clients using the facilities. We reserve the right to amend our General Terms and Conditions at any time. Please visit our website [www.maxfitthehills.com](http://www.maxfitthehills.com) for the most up-to-date Terms and Conditions.

## **General Terms and Conditions**

If you behave in a manner that is unacceptable to our staff or to other members of MaxFit, we reserve the right to refuse entry to you and to cancel your membership immediately. Unacceptable behaviour may include but is not limited to, disruptive or threatening behaviour, causing damage to the premises or equipment, abusive language to staff or members, or use of illicit substances.

Clean, fully enclosed sports shoes must be worn at all times for health and safety reasons. A singlet or t-shirt must also be worn, for the consideration for our other members.

MaxFit will contact members on occasion, regarding important information relating to their membership using the contact details provided to them at sign up. It is the responsibility of the member to ensure your contact information is kept up to date to prevent important communication being missed.

Children 14 years and under are not allowed access to our gym equipment and facilities at any time unless they are part of our MaxFit Juniors/Sports Performance Classes/Programs, or unless otherwise approved by management.

Children are permitted to be in the facility under the supervision of their parent or carer, however they are not the responsibility of MaxFit staff, and no liability will be accepted in the case of accident or injury whilst on the premises.

## **Access to MaxFit**

Access to the gym is subject to your membership type.

Unlimited and Limited class and family memberships, have access to MaxFit classes only and remain available to members who comply with the most up to date General Terms and Conditions. After Hours Access is eligible to members on 3 month, 6 month and 12 month memberships for an additional charge. This entitles you to use the facilities of MaxFit during non-allocated class times.

MaxFit reserves the right to collect your personal contact information for identification purposes upon initiation of any membership.

## **Your Health and Physical Condition**

Please confirm to us that you are in good physical condition when joining MaxFit, whenever you use the facilities and/or undertake training by any of our trainers, and that you are not aware of any medical or other reason that might be detrimental to your health, safety, comfort or physical condition. You are responsible to notify MaxFit of any conditions that may impede or prevent you from using our facilities and to provide us with medical consent to participate in physical activity if requested.

You should not use any of the facilities whilst suffering from any COVID symptoms or contagious illness, disease or infection, or when suffering from any serious physical ailment, especially if there is a risk to other members.

## **Use of Facilities**

It is your responsibility to ensure that you correctly operate any equipment in the facility. If you are in any doubt as to how to do so, you must consult a member of staff before use. If you cause any damage to any facilities at MaxFit, you must notify a member of staff immediately. You may be held responsible for the cost of repair or replacement of equipment if damage is intentional or caused by improper handling or misuse.

## **Fees**

All fees are payable in advance unless otherwise agreed in writing. When joining MaxFit, you will become responsible for paying the membership fees for the duration of your membership, as shown in the EziDebit Form that you sign.

Payment is to be made by direct debit, unless otherwise agreed in writing. Any failed payments will incur a dishonour fee of \$10. All cash payments must be made in full at commencement of contract for the term of the membership.

All fees may be subject to CPI increases throughout the term of your membership. Notice will be provided using the contact methods on your account.

## **Membership Fees are Non-Refundable**

If any fees are outstanding, we will be permitted, without obtaining further authority from you, to charge them to your nominated account. This does not include a disputed payment, where written notice has been provided to MaxFit.

Fees are quoted inclusive of GST.

## **Expiry and Renewal of Membership**

When the initial period of your membership is completed, your membership will continue until you advise us otherwise, and you will continue to be responsible for membership fees until you provide 14 days written notice to terminate your membership.

### **Membership Hold**

All members are entitled to a minimum 2 week membership hold, for a maximum of 6 weeks. A \$10 administration fee is charged in lieu of your membership fee for the nominated period. During this period, access will be restricted and standard membership payments will recommence the date of your return. All deferred and hold payments will be added to the duration of the agreed contract period.

### **Suspension of Account**

The member acknowledges that your account will be automatically suspended following 3 no-shows for scheduled classes within a calendar month.

In the event your account is blocked, you agree to a non-negotiable administration fee of \$10. This fee is designed to cover administrative costs related to managing your account status and will be charged upon account reactivation. Additionally, it is understood that membership fees remain obligatory even during periods of account suspension.

### **Cancellation/Termination of Membership**

All memberships have a 48 hour cooling off period, from the date of which you sign. Any membership cancelled within this period may be subject to a \$50 administration fee plus the costs of any use of the gym within this period.

Membership holds and cancellation requests must be documented and emailed to [admin@maxfitthehills.com](mailto:admin@maxfitthehills.com). To cancel your contract, we require a 2 week notice period. If you have a payment due within this time, it will be debited from your account in full. Additionally, if you wish to cancel your membership before the minimum period of your membership expiring, you will be subject to pay a cancellation fee or the total of the outstanding payments due on the remainder of your contract, whichever is less.

MINIMUM TERMS & CANCELLATION FEES APPLICABLE: 12 month contract – cancellation 2 weeks notice + \$295, 3 month contract – cancellation 2 weeks notice + \$195.

All memberships will continue on a No-Contract basis after the minimum term has ended until a cancellation request is emailed to [admin@maxfitthehills.com](mailto:admin@maxfitthehills.com).

Any cancellation fee applicable or outstanding fees must be paid in full at the time of your cancellation request or will be automatically debited from the authorised payment method on file. Cancellation requests will not be processed and will be deemed invalid until the cancellation fee and any overdue membership fees are paid in full.

If you wish to cancel your membership due to illness or injury, requests must be submitted in writing with supporting evidence (such as a doctor's certificate or statutory declaration) and your request will be assessed.

In any of these circumstances you will remain liable to pay all outstanding fees due for the period up to and including the termination date. We may also recover from you or retain any advance payment, a reasonable amount to cover the costs that we incur as a result of your actions.

Termination of membership will bring the membership contract to an end, however this will not affect the accrued rights of either MaxFit or yourself at the termination date.

### **Personal Training**

SESSION CANCELLATION: Personal Training session cancellations are to be made at least 24 hours in advance of session time. Failure to do so will result in the cancellation of that session, and you will be charged for the session. Extensions on packages will not be given due to infrequent use or cancellation of sessions.

REFUNDS: In the event that a medical problem or prolonged circumstances prevents completion of the contracted sessions within the time period set forth in this agreement, you may take an extended period of time to complete sessions. Length of extension will be determined upon presentation of medical documentation.

Only MaxFit Personal Trainers can operate within the MaxFit facilities. No member is allowed to bring a third-party trainer into our facilities at any time.

### **Personal Property**

You are responsible for the care of your property and valuables while on MaxFit premises and we accept no liability for any loss or damage incurred. We recommend you bring no valuables onto the property. Property left for longer than 24 hours will be removed and placed in lost property for claiming. Lost property is disposed of or donated every month.

### **Data Protection**

Personal information obtained by MaxFit concerning you will be kept confidential in accordance with our privacy policy and relevant legal requirements.

### **Allowing MaxFit to Use Your Image**

We will film and take photos at our facility from time to time for advertising and promotional purposes. We may use this across our social media and other platforms. By signing this agreement, you acknowledge that we have the right to use those images for business and promotional material and that they remain the property of MaxFit.

### **No Transfer of Membership**

Membership is personal and not transferable, unless by agreed approval.

### **Notices**

Whenever these Terms refer to notice being given by you or by MaxFit, the notice must be in writing.

**Entire Agreement**

The membership contract incorporating these Terms constitutes the entire agreement between us and supersedes any previous agreement or understanding between us with respect to its subject matter.

**Waiver**

The failure by MaxFit to enforce any of these Terms or Rules shall not be treated as a waiver of that provision, nor shall it affect our right subsequently to enforce that provision. I agree to the above terms and conditions and authorise EziDebit for all direct debits.

**Severity**

If any of these terms are held by a court to be unenforceable or invalid, the remaining provisions will continue in effect.

**Law and Dispute Resolution**

These Terms and your Membership Contract are governed in all respects by Law.

If any dispute occurs between us, we will act in good faith in an effort to resolve it through direct negotiation with you. If this is unsuccessful, either of us may request that the dispute be referred to mediation in accordance with the Office of Fair Trading. Any dispute that is not resolved by negotiation or mediation may be resolved by a court.

**Gym Surveillance**

MaxFit facilities are under constant camera surveillance for the protection of the facility and its members. CCTV footage at our facility is done so in accordance with relevant state legislation. Any footage taken is viewed only by MaxFit for the purposes of monitoring our facility and for the protection of our members. We reserve the right to keep and use footage for legal proceedings relating to conduct inside the gym. We are also required by law to provide copies of requested CCTV footage to police and governing bodies providing it is requested through the appropriate channels.

**Disclaimer**

The member acknowledges that, at times, the gym may be unsupervised. By acknowledgement of this Agreement, the member hereby confirms that they have read and agree to all of the above terms and conditions.

**Minor Acknowledgment**

In the case of a minor member, the undersigned parent or legal guardian acknowledges that he/she is not only signing this contract on his/her behalf, but also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement.

**Compliments and Complaints**

Compliments and complaints regarding our service or the facility can be made in person, or by email to [admin@maxfitthehills.com](mailto:admin@maxfitthehills.com).

**ASSUMPTION OF RISK AND CONSENT:**

I, the Client, have been informed, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment are potentially hazardous activities. I also have been informed, understand and am aware that fitness activities involve a risk of injury and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding and appreciation of the dangers involved. I understand that precautions will be used during this evaluation/training program to prevent physical injury to me. However, in the event of physical injury resulting from the fitness evaluation procedures, equipment usage or training protocols, no medical treatment or monetary compensation will be provided by MaxFit.

I assume the full risk associated with the participation in the training programs of MaxFit and all employees associated with this company. I acknowledge that MaxFit is relying solely on information provided by me regarding any relevant medical history and physical conditions, in allowing me to participate in any evaluation or training session. I certify that I have made a complete disclosure of my medical history and physical condition, and that the information provided is true and correct.