



WARRNAMBOOL 24/7 GYM & FITNESS

2 / 49 RAGLAN PARADE
WARRNAMBOOL VIC 3280
info@warrnamboolgym247.com.au
(03) 5562 4440

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is made between Warrnambool 24/7 Gym & Fitness, located at Tenancy 2 / 49 Raglan Parade, Warrnambool VIC 3280 (the "Gym"), and the individual named below (the "Member") as of the date of signing this Agreement.

Membership Agreement Date: _____ / _____ / _____ Membership Start Date: _____ / _____ / _____

MEMBER DETAILS:

Given Names: _____ Surname: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Email Address: _____

Phone/Mobile: _____ Date of Birth: _____ / _____ / _____ M / F

Occupation: _____

EMERGENCY CONTACT:

Name: _____ Phone: _____

MEMBERSHIP DETAILS:

Membership Type:

- | | |
|--|---|
| <input type="checkbox"/> Gym Only | <input type="checkbox"/> Classes Only |
| <input type="checkbox"/> Gym & Classes | <input type="checkbox"/> High Altitude Only |
| <input type="checkbox"/> Introduction | <input type="checkbox"/> Other: _____ |

Membership Variations:

- | | |
|--|---|
| <input type="checkbox"/> Add High Altitude (1 session) | <input type="checkbox"/> Corporate / Student Rate |
| <input type="checkbox"/> Add High Altitude (Unlimited) | <input type="checkbox"/> Saunas |

Membership Term:

- | | |
|--|---|
| <input type="checkbox"/> Fixed Term (Paid in full):
<input type="checkbox"/> 3 months
<input type="checkbox"/> 6 months
<input type="checkbox"/> 12 months
<input type="checkbox"/> Other: _____ | <input type="checkbox"/> Ongoing (Direct Debit):
<input type="checkbox"/> Fortnightly Debit
<input type="checkbox"/> Four-weekly Debit
<input type="checkbox"/> Other: _____ |
|--|---|

End Date (fixed term only): _____ / _____ / _____

Direct Debit Start Date: _____ / _____ / _____

MEDICAL DETAILS:

Please list any medical conditions, injuries or relevant concerns that may adversely affect you when training or participating in any activity in the gym:

FEES & CHARGES:

Initial payment / Fixed term (Paid in full) Memberships:

Sign Up Fee \$ ____ , ____ ____ . ____ ____

Pro-rata OR Fixed term membership fee \$ ____ , ____ ____ . ____ ____

TOTAL ONE-OFF FEE \$ ____ , ____ ____ . ____ ____

Ongoing Memberships (Direct Debit):

Ongoing Membership fee \$ ____ ____ ____ . ____ ____

TOTAL ONGOING FEE \$ ____ ____ ____ . ____ ____ (the "Payment")

PAYMENT DETAILS:

DIRECT DEBIT REQUEST

This section of the Membership Agreement is your Direct Debit Service Agreement with Warrnambool 24/7 Gym & Fitness, ID 508282, ABN 61624506594. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

The Member requests and authorises Warrnambool 24/7 Gym & Fitness, ID 508282, to arrange, through its own financial institution, a debit to the Nominated Account at the amount of the Payment starting on the Direct Debit Start Date

Nominated Account:

Financial Institution Name: _____ Account Name: _____

BSB: - Account No.:

Secondary Credit Card:

Name on card: _____ Card type: _____ Expiry: ____ / ____

Card No.: CCV:

TERMS & CONDITIONS

Definitions

Account	means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
Agreement	means this Direct Debit Request Service Agreement between you and us.
Banking day	means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
Debit day	means the day that payment by you to us is due.
Debit week	means the week beginning on a Friday running through to the next Thursday.
Debit payment	means a particular transaction where a debit is made.
Direct debit request	means the Direct Debit Request between us and you, which forms a part of the Membership Agreement.
Us or we or the Gym	means Warrnambool 24/7 Gym & Fitness (the Debit User) you have authorised by requesting a Direct Debit Request.
You or the Member	means the customer who has signed or authorised by other means the Direct Debit Request.
Your financial institution	means the financial institution nominated by you on the Direct Debit Request at which the account is maintained.

1. Gym Rules and Regulations

- 1.1. The Member agrees to comply with all rules and regulations set forth by Warrnambool 24/7 Gym & Fitness which may include but are not limited to:
 - 1.1.1. Code of Conduct:
 - a) The Member shall conduct themselves in a respectful and courteous manner towards members, staff, and guests of the gym.
 - b) Any form of harassment, discrimination, or offensive behaviour will not be tolerated.
 - c) The Member shall refrain from engaging in any activity that may disrupt the gym's environment or negatively impact the experience of others.
 - 1.1.2. Dress Code:
 - a) The Member is required to wear appropriate workout attire, including clean athletic shoes, while using the gym facilities.
 - b) Clothing that is overly revealing, offensive, or inappropriate for a gym environment is not permitted.
 - 1.1.3. Equipment Usage:
 - a) The Member shall use the gym equipment responsibly and safely, following any instructions or guidelines provided by staff.
 - b) The Member must report any damaged or malfunctioning equipment to the gym staff immediately to ensure prompt repair or replacement.
 - 1.1.4. Hygiene and Cleanliness:
 - a) The Member is expected to maintain personal hygiene while using the gym facilities, including showering before using the sauna, equipment, or attending classes.
 - b) Towels must be used to cover equipment seats and wiped down with disinfectant and paper towel provided after use.
 - c) The Member shall dispose of any waste or trash in the designated bins provided by the gym.
 - 1.1.5. Personal Belongings:
 - a) The Member is responsible for the security of their personal belongings while on the gym premises.
 - b) Valuables should be stored in the lockers provided, and the Member should pay the lock rental fee for security.
 - c) Warrnambool 24/7 Gym & Fitness is not liable for any loss, theft, or damage to personal belongings.
 - 1.1.6. Safety:
 - a) The Member shall follow all safety instructions and warnings provided by the gym staff.
 - b) In case of an emergency or injury, the Member should immediately notify the gym staff and follow their instructions.
 - c) The Member must refrain from using gym equipment or engaging in activities beyond their skill level or physical limitations.
 - 1.1.7. Group Classes and Personal Training:
 - a) The Member shall adhere to the rules and guidelines specified for group classes or personal training sessions.
 - b) Booking procedures, cancellation policies, and any specific requirements will be communicated by the gym staff.
 - 1.1.8. Access and Hours of Operation:
 - a) The Member is granted access to the gym facilities during the operating hours specified by Warrnambool 24/7 Gym & Fitness
 - b) The Member shall not grant access to the gym facilities to any other person, in person, or by providing non-members their access card
 - c) The Member shall abide by any entry or exit procedures implemented by the gym for security purposes.
 - d) The Member shall sign in by scanning their membership card upon entry to the gym for every visit
 - 1.1.9. Changes and Updates:
 - a) Warrnambool 24/7 Gym & Fitness reserves the right to modify or update the gym rules and regulations at any time. The Member will be notified of any significant changes in advance.

2. Payments:

- 2.1. Where a Direct Debit Request has not been completed,
 - 2.1.1. Payment is due in full prior to the commencement of the membership.
 - 2.1.2. Payments can be made via cash or card at the office.
 - 2.1.3. At the Gym's discretion, payments may be made via bank transfer.
 - 2.1.4. The Gym does not accept cheques as a payment method.
- 2.2. Where a Direct Debit payment fails
 - 2.2.1. Failed Debit payments will incur a fee.
 - 2.2.2. All outstanding debit payments plus any applicable fees are due immediately after the payment has failed.
 - 2.2.3. The Gym will contact the Member to advise of the failed debit, and the outstanding fee.
 - 2.2.4. Access will be suspended until the outstanding amount is paid.
 - 2.2.5. At the Gym's discretion, if the Member fails to pay the outstanding amount, and does not respond to contact from the Gym, the Gym will charge the outstanding fees to the secondary credit card as provided by the Member in the Membership Agreement & Direct Debit Service Agreement

3. Direct Debit Request

- 3.1. Debiting your account
 - 3.1.1. By signing this Membership Agreement & Direct Debit Service Agreement, or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
 - 3.1.2. We will only arrange for funds to be debited from your account as authorised in the Membership Agreement & Direct Debit Service Agreement.
 - 3.1.3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the previous banking day. If you are unsure about which day your account has or will be debited, you should ask your financial institution.
- 3.2. Amendments by us
 - 3.2.1. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least seven (7) days written notice. Written notice may be served via email or other means of written electronic communication.
 - 3.2.2. On days where we are unstaffed in the office, such as a short period over Christmas/New Years and public holidays, we will not run classes. On these occasions, we will notify you via posting to our social media channels. If you have a 'classes only' membership, you will have access to the gym equipment during certain hours on these days to make up for any missed classes.
- 3.3. Amendments by you
 - 3.3.1. You may change a payment or put your membership on hold for a minimum of 2 debit weeks at a time by contacting the Gym in writing or completing a membership variation form in person at the office. Fees apply. If you wish to put your membership on hold or change your membership package, you must give us at least 7 days notice – it cannot be backdated.
 - 3.3.2. Contracts are a minimum term of 1 month – no cancellation can be made in this time. If you wish to cancel after the minimum term, you are required to give 30 days notice by completing a cancellation form. This includes 30 days of full membership payments. Memberships cannot be cancelled whilst the account is on hold. If you have your membership on hold and you wish you cancel, you can either end the suspension immediately and start the 30 days cancellation notice straight away, OR you can arrange for your 30 days cancellation notice to start after your suspension has ended.
 - 3.3.3. If any event beyond our control, which results in the forced closure of Warrnambool 24/7 Gym & Fitness, we will continue to debit your account as per this contract, unless you request us in writing to amend the amount paid, suspend or cancel.
- 3.4. Your obligations
 - 3.4.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Service Agreement.
 - 3.4.2. If there are insufficient clear funds in your account to meet a debit payment:
 - a) you may be charged a fee and/or interest by your financial institution;
 - b) you may also incur fees or charges imposed or incurred by us; and

- c) you must arrange for the debit payment to be made by another method to us, to avoid your membership being temporarily deactivated if your membership account is overdue.
- 3.4.3. You should check your account statement to verify that the amounts debited from your account are correct.
- 3.5. Dispute
 - 3.5.1. If you believe that there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
 - 3.5.2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by adjusting future debits to reflect the over or under payment. We will also notify you in writing of the amount by which your account has been adjusted.
 - 3.5.3. If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- 3.6. Accounts
 - 3.6.1. You should check:
 - a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - b) your account details which you have provided to us are correct by checking them against a recent account statement; and
 - c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
- 4. Membership Termination and Suspension
 - 4.1. Termination by Member:
 - 4.1.1. Fixed-Term Membership: The Member may terminate the membership by providing written notice to Warrnambool 24/7 Gym & Fitness at least 30 days before the intended membership end date. Notice period will commence when the written notice is received by the Gym.
 - 4.1.2. At the discretion of Warrnambool 24/7 Gym & Fitness, fixed-term membership fees paid beyond the cancellation date may be refunded, in an amount calculated at the fees paid, minus the full cost of the amended membership term, plus any applicable fees, including administration and processing.
 - 4.1.3. Ongoing Membership: The Member may terminate the membership at any time by providing written notice to Warrnambool 24/7 Gym & Fitness at least 4 full debit weeks before the termination date. The termination will be effective from the end of the notice period, which will be being from the Friday immediately following the date the notice was provided.
 - 4.2. Termination by Warrnambool 24/7 Gym & Fitness
 - 4.2.1. Warrnambool 24/7 Gym & Fitness reserves the right to terminate the membership of a Member who violates the gym rules, engages in misconduct, or fails to fulfill payment obligations. In such cases, the termination will be effective immediately upon written notice to the Member.
 - 4.2.2. Warrnambool 24/7 Gym & Fitness may also terminate or suspend the membership temporarily due to unforeseen circumstances, facility maintenance, or other valid reasons. In such cases, Warrnambool 24/7 Gym & Fitness will provide reasonable notice to the Member and offer alternative arrangements, if applicable.
 - 4.3. Membership Suspension:
 - 4.3.1. The Member may request a temporary suspension of the membership for a valid reason such as illness, injury, or travel. The minimum suspension period allowed is 2 full debit weeks.
 - 4.3.2. Suspensions are only available for full debit weeks (not individual days).
 - 4.3.3. Suspensions fees will apply.
 - 4.3.4. The request for suspension must be made in writing at least 7 days prior to the intended start date of the suspension.
 - 4.3.5. The suspension will be effective from the Friday immediately following the intended start date of the suspension.
 - 4.3.6. The suspension will cease from the Friday immediately preceding the intended end date of the suspension. Ongoing membership debits will recommence at this time.
 - 4.3.7. Warrnambool 24/7 Gym & Fitness reserves the right to approve or deny any suspension requests based on the circumstances.
- 5. Confidentiality
 - 5.1. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
 - 5.2. We will only disclose information that we have about you:
 - 5.2.1. to the extent specifically required by law; or
 - 5.2.2. for the purposes of this agreement (including disclosing information in connection with any query or claim).
- 6. Notice
 - 6.1. If you wish to notify us in writing about anything relating to this agreement, you should write to Warrnambool 24/7 Gym & Fitness at warrnambool247@aussiebb.com.au or via post to Shop 2/49 Raglan Parade, Homemaker Centre, Warrnambool, VIC 3280.
 - 6.2. We will notify you by sending a notice via email or post to the address you have given us in the Direct Debit Request.
 - 6.3. Any notice will be deemed to have been received on the third banking day after posting.
- 7. Liability and Waiver
 - 7.1. The Member acknowledges that participating in physical activities and using gym equipment involves inherent risks and may result in injury or loss. The Member agrees to assume all such risks and releases Warrnambool 24/7 Gym & Fitness, its staff, and associates from any liability for personal injury, loss, or damage incurred during the use of the gym facilities or participation in any gym activities.
- 8. Titles/Headings/Wording
 - 8.1. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement.
 - 8.2. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 9. Governing Law
 - 9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

By signing and/or providing us with a valid instruction in respect to your Membership Agreement & Direct Debit Service Agreement you have understood and agreed to the terms and conditions governing the membership and any debit arrangements between you and Warrnambool 24/7 Gym & Fitness as set out in this agreement and in your Direct Debit Request Service Agreement.

x _____



The Member



Date

x _____



On behalf of the Warrnambool 24/7 Gym & Fitness



Date