



## DIRECT DEBIT RE P.E. DEPT. MEMBERSHIP TERMS & CONDITIONS QUEST

ORWELL STREET PTY LTD ABN 45 141 905 482

### DEFINITIONS

“Us” or “We” or “Our” means P.E. Dept, its staff, directors, officers or agents. “You” or “Your” means the member.

### MEMBERSHIP TERMS

1. We reserve the right to change any of our terms and conditions of membership, hours of operation, membership fees, charges and services.
2. You agree to be bound by these terms and conditions, and any other “House Rules” we may put in place from time to time. You acknowledge that a breach of any term or condition or rule by you may result in the cancellation of your membership, and in this regard any such cancellation will be subject to our discretion.
3. Your membership is not transferable and is only to be used by the registered member whose name is noted on the membership card. Any misuse of the membership will result in membership cancellation.
4. You acknowledge that if you act in such a way that constitutes a breach of the House Rules which in our view is offensive to us, other members, visitors or staff or represents a health and safety danger, we reserve the right to cancel your membership.
5. You acknowledge that if we cancel your membership as a result of clause 3 or 4, any membership fees you have paid will not be refunded.
6. You agree to the payment terms of your specific membership based on the fortnightly payment either by credit card or direct debit billing agreement (as chosen).
7. You acknowledge and agree to inform us of any change in your contact details, bank account details, or any other information relevant to your membership.
8. Entry to our club will not be permitted without proof of a valid and current membership card. Lost or damaged membership cards must be reported to us for replacement and a fee may be charged for the replacement of a card.
9. Individual membership may be frozen upon written application by you for medical, business relocation or pregnancy grounds for a minimum of two consecutive weeks and in fortnightly blocks thereafter up to a maximum of 16 weeks. Any written application for a membership freeze must be accompanied by official documentation, e.g. doctor’s certificate (medical or pregnancy) or employer’s letter at the time that the application is made, and must state the period of time you will be unable to attend. Other reasons may be considered at our discretion.

### FITNESS EQUIPMENT

10. You and your visitors are responsible for ensuring you operate any club facilities or equipment correctly. If there is any doubt as to the correct operation or use of any facilities or equipment, you or your visitor must consult a staff member for assistance.
11. All children under the age of 14 years are not permitted inside our club.
12. All members or their visitors under the age of 16 years must be supervised by an adult when using fitness equipment or club facilities.
13. You and your visitors must wipe down machines and equipment after use and ensure you exercise high standards of personal hygiene during your use of the equipment and whilst present at our club.
14. All members must use a sweat towel when using the fitness equipment.
15. You and your visitors must ensure you dress appropriately at all times inside the club, i.e. must wear shirts and enclosed sports shoes.

### HEALTH AND SAFETY

16. Smoking is strictly prohibited on or directly outside our club and the premises.
17. Whilst using the equipment and facilities, you acknowledge that you are responsible for your own health and safety – including correct use of all equipment and facilities.
18. No pets are permitted on the premises.

### PHYSICAL CONDITION

19. You and your visitors are required to inform staff of any medical condition which may affect your use of the club, its equipment or facilities prior to commencing any physical activity.
20. You warrant that you have no pre-existing medical condition that would otherwise prevent you from using the facilities, equipment or participating in any of our programs.
21. You acknowledge that you have disclosed your current physical and mental state in accordance with any fitness questionnaire we may request you complete| so that your use of the equipment and experience at our club can be appropriately modified. If in doubt you should obtain medical advice prior to commencing use of our facilities.

22. You agree not to use any equipment, facilities or participate in any activities at our club whilst knowingly suffering from any infections, disease or illness, or whilst suffering from any physical ailment where there is a risk to other members and staff.

### LOST PROPERTY

23. All lost property is kept at the front desk for a period of 6 weeks before being disposed off by staff.
24. Lockers are provided for use ONLY while the member is training in the club, and are used at the members risk. While all care is taken, PE Dept will not be held liable for any loss, damage or theft of belongings placed in lockers or brought on the premises. If a locker code is forgotten or the locker number cannot be remembered belongings cannot be retrieved until the close of the PE dept on the same day. All lockers are emptied every night and anything left inside will be kept for 14 days and then given to charity.

### ASSUMPTION OF RISK AND INDEMNITY

25. You acknowledge that your use of the premises, the equipment, our facilities or your participation in any programs we conduct may involve risk and you expressly agree to accept such risk.
26. You warrant to us that you are physically able to participate in any programs we offer to members or any equipment you wish to use, and that you have not been advised otherwise by your medical practitioner.
27. You further acknowledge that there may be risks involved in your participation in or use of any of our equipment or facilities that are not known to you or to us or may be unforeseen or not reasonably foreseeable at the time of using our facilities.
28. You agree to assume the above-mentioned risks including the risk of any negligence on our part or our respective owners, directors, officers, employees or agents, and accept personal responsibility for any injury (including but not limited to personal injury and disability), illness, damage, loss, claim, liability or expense of any kind or nature, that you may suffer or cause to be suffered out of or in any way connected with your use of our club, the equipment, our facilities or programs.
29. In consideration of the grant of membership to you, you hereby agree to release and forever discharge us to the fullest extent permitted by law, from any and all actions, claims, suits, proceedings, demands, losses, damages, penalties, fines costs and expenses which may arise or that you may have incurred or in any way connected with your membership or your use of the facilities, the premises, our equipment or any programs we offer.

### PAYMENT TERMS

30. Upon becoming a member and in addition to your membership fee, you may be required to pay a joining fee.
31. Your membership fee may be paid by cash, credit card or direct debit into our nominated account. Credit card payment fees may incur a credit card processing fee.
32. We may suspend your use of or entry to our premises if any membership fees or any payments or debts owing by you remain outstanding for more than 7 days. If payment is not received after our written request, we may cancel your membership and engage the services of a debt collector with respect of any outstanding debts.
33. All membership fees and charges are subject to clause 1 of these terms and conditions.
34. Your membership will continue to run until you provide 30 days written notice of your intention to cancel. Membership fees will remain payable and will continue to be debited (if you have set up a direct debit) until the membership is cancelled.

### CANCELLATION

35. You agree and acknowledge that we may cancel your membership at any time, if you do not adhere to the terms and conditions of this agreement or your behavior is deemed unacceptable at our sole discretion.
36. Subject to anything else to the contrary, the cancellation of your minimum term membership at your election is only permitted upon the payment of an early departure fee depending on which membership you have signed up upon.
37. It is against club policy to train another member unless you are an authorized PE Dept Trainer. Your membership will be cancelled if this occurs.

### DAMAGE TO PROPERTY

38. In the event you, your child or your visitor causes damage to any equipment or facility we provide, or any of our property at our premises, you agree to be held liable for the cost of rectifying the damage.

### PRIVACY

39. You authorise us to obtain and use your personal information for our internal, administrative and marketing uses.