

TERMS & CONDITIONS



If you are intending to join EMF Jnr, you should read and understand these Terms & Conditions before you complete and tick the acceptance box on the Membership Form.

The membership contract between you and EMF comes into effect once the Membership Form has been completed and accepted by one of our duly authorised officers.

These Terms & Conditions apply to all Members and others casual clients entering and using the facilities of EMF, who confirm that they have read and agree to these Terms & Conditions and indemnify us against any claims, actions, suits, demands, costs, losses and expenses suffered or incurred by us in connection with the entry INTO and use of equipment, facilities and other components (collectively, the 'Facilities') within EMF or a failure to properly observe any of these Terms & Conditions.

Access to EMF

As a member, you and the child(ren) nominated in the Membership Form ('Child(ren)') are entitled to use the Facilities during EMF's normal opening hours so long as you remain a member and you comply with the most up to date General Terms & Conditions (located online).

If you are issued with a membership card, this must be shown on entry to EMF. Access to EMF may be refused if you do not have the card or provide adequate evidence of your identity and membership.

Members of EMF Jnr may use their membership for 1 hour each weekday during regular school term dates at any EMF Jnr Facility, as well as any EMF Fitness or Performance Centre's Creche. Sessions must be booked ahead of time to ensure there is sufficient capacity available within your chosen session. Failure to book ahead may result in your child/ren being turned away until the next available session.

You, as the parent/guardian, must remain in the building at all times and may utilize the adjoining gym facilities in line with your own gym membership or purchase a casual visit pass. Any additional hours used beyond the first 1 hour each weekday will be charged at \$5.00 per hour, which will automatically be added to your next scheduled payment.

Members of EMF Jnr Gold may use their membership for 1 hour each weekday year-round, including during school holidays.

All EMF Jnr members will have access to the Facilities on weekends and public holidays at a discounted rate. Membership hours must be utilized on a per-day-basis and cannot be accrued to use in bulk or on weekends/public holidays.

General Terms and Conditions

We reserve the right to amend our General Terms and Conditions at any time. The most up to date version is available on our website and all changes will be displayed inside EMF prior to implementing the change.

If you behave in a manner that is unacceptable to us or to other members of EMF, we reserve the right to refuse entry to you and to cancel your

membership. Unacceptable behavior may include but is not limited to disruptive or threatening behavior, causing damage the EMF premises or Facilities or abusive language to staff or patrons.

We will contact members from time to time, regarding important information relating to your membership, using the contact details provided to you at sign up. It is your responsibility to ensure that your contact information is kept up to date to prevent important communication being lost.

Your Authority

As a Member of EMF, you confirm that:

(a) you are the person with lawful authority and/or parental responsibility of the Child(ren);

(b) the details provided for the Child(ren) are all true and correct; and

(c) you will immediately inform us of any change to this information.

You consent to the Child(ren) being brought to or collected from EMF by any person listed as an approved guardian and agree to advise us if the Child(ren) is/are to be collected by any other person.

We are not liable for any unauthorised collection of the Child(ren) and you indemnify us against any claims, actions, suits, demands, costs, losses and expenses suffered or incurred by you in connection with any unauthorised collection of the Child(ren).

You agree to notify us of any matters that may affect the usual safety, health or risk of the Child(ren) which may include, without limitation, any custody arrangements or family disputes.

Your Health and Physical Condition

You confirm to us that you and the Child(ren) are in good physical condition when:

- (a) joining EMF;
- (b) using the Facilities; and/or
- (c) undertaking training or activities with any of our instructors,

and that you are not aware of any medical or other reason that might be detrimental to your health, safety, comfort or physical condition or that of the Child(ren).

You are responsible for and must notify us of any conditions that may impede or prevent you or the Child(ren) from using the Facilities and it is up to you to provide us with medical consent to participate in physical activity from time to time (if we request).

You and the Child(ren) should not use any of the Facilities whilst suffering from any contagious illness, disease or infection, or when suffering from any physical ailment, especially if there is a risk for other members.

You accept that a decision made by us that the Child(ren) is/are contagious or too ill to attend EMF is final and you agree to ensure that the Child(ren) is/are removed from EMF promptly after being informed of such decision made by us.

You consent to first aid being administered to the Child(ren):

(a) by any person who is the holder of a current first aid certificate; and/or

(b) by any person available in the event of an emergency.

Use of Facilities

It is your responsibility to ensure that you and the Child(ren) correctly and reasonably operate any equipment or Facilities at EMF. If you or the Child(ren) are in any doubt as to how to do so, you should consult a member of our staff before use.

If you or the Child(ren) cause any damage to any Facilities, you must notify a member of our staff. You may be held responsible for the cost of repair or replacement if intentionally using the equipment or Facilities not as it is designed to be used, or otherwise not in accordance with these Terms & Conditions.

Injury Prevention

When using the Facilities, you and the Child(ren) are doing so at your own risk. We will provide unsupervised periods where the Child(ren) will be required to be under the direct control of their parent/guardian.

We will at all times provide a safe training environment however, during unsupervised periods the responsibility for supervising the Child(ren) whilst at EMF is borne by the parent/guardian.

Throughout supervised periods guardians are allowed to leave EMF Jnr and train inside EMF Performance and Recovery Centre in the adjoining building.

Throughout this supervised time we will provide staff to supervise play areas and qualified trainers for group fitness activities. During this supervised time, you delegate control of the Child(ren) to us and agree to accept the staff that we provide to supervise the Child(ren).

You acknowledge that, although we will at all times and to the best of our ability use reasonable care to supervise the Child(ren), there are inherent and unforeseeable dangers and difficulties in providing supervision for the Child(ren) and we cannot guarantee the wellbeing of the Child(ren) at all times.

You authorize us to take any action we consider necessary, appropriate or in the best interests of the Child(ren) in the circumstances to protect the Child(ren) whilst at EMF or otherwise in our care or control.

Fees

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

Payment may be made by direct debit, through the use of our nominated direct debit company Quickpay Pty Ltd. Any failed payments will incur a dishonour fee of \$8.80. All cash payments must be made in full at commencement of contract for the

term of the membership. Training fees are payable before commencement of a training course or individual lesson, whichever is applicable.

Membership Fees are non-refundable

If any fees are outstanding, we will be entitled without obtaining further authority from you to charge them to your nominated account. However, we will not do this if you have given us a written notice that a payment is disputed. Fees are quoted inclusive of GST.

Expiry & 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 give us 14 days' notice to terminate your membership.

We reserve the right to increase membership prices at the cessation of contracted period by giving notice to you using the available contact methods on your accounts.

Membership Hold

All members are entitled to a 4-week (per annum) Membership Hold. Any debits due within the dates of the Membership Hold will be reduced to \$5.95 per fortnight. During this period access will be restricted and payments will recommence the date of your agreed upon return.

Cancellation/Termination of Membership

All Memberships have a 48 Hour Cooling off period, from the date which you sign. Any memberships cancelled within this period may be subject to a \$75 administration fee plus the costs of any use of the Facilities occurring within the cooling off period.

Membership cancellation forms can be completed in club or via email to info@emfjnr.com.au. To cancel your contract, we require a 2 week notice period, if you have a payment due within this time, it will be taken from your account in full. Additionally, if you wish to cancel your membership before the initial period of your membership expiring, you will be subject to pay a \$49 cancellation fee, or the total of the outstanding payments due on the remainder of your contract, whichever is less.

If you wish to cancel your membership due to illness or injury, you should submit your request in writing with supporting evidence (such as a doctors certificate) at EMF or to our email info@emfjnr.com.au and your request will be assessed by the cancellations team.

We reserve the right to cancel your membership by giving you notice if you fail to pay any fees within 30 days of the due date.

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. Also, we may recover from you or retain from any advance payment a reasonable amount to cover the costs that we incur as a result of your actions. The balance of any advance will then be refunded on request.

Termination of membership will bring the membership contract to an end but this will not affect our accrued rights at the termination date.

Personal Property

You are responsible for the care of your property and valuables while on EMF premises and we accept no liability for any loss or damage incurred

whilst at EMF. We recommend you bring no valuables onto EMF property. Property left in the Facilities will be placed in lost property for claiming. Your title to lost property is forfeited if not collected and will be disposed of or donated every fortnight.

Personal Information

All members of EMF must provide their personal email address and phone number as primary contact methods, and must be updated if any changes are made to these details.

Minimum Age

The age for Child(ren) to attend EMF will generally be from 1 years of age through until the 13 years of age. This is subject to review for extenuating circumstances and approval outside of these ages is at our sole discretion.

Data Protection

Personal information obtained by us concerning you or your Child(ren) will be kept confidential in accordance with our privacy policy and relevant legal requirements.

Allowing us to use your image

We will film and take photos at EMF from time to time for advertising and promotional activities. 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 EMF and all of its associated brands.

No Transfer of Membership

Membership is personal and not transferable, unless by management approval. Also, you may not lend your membership card to any third party. Guests may only be invited to EMF after obtaining written authorisation from our management or unless authorised by one of our staff members.

Notices

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

Entire Agreement

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

Waiver

Our failure to enforce any of these Terms & Conditions or the Rules shall not be treated as a waiver of that provision, nor shall it affect our right subsequently to enforce that provision.

Severity

If any of these Terms & Conditions is held by a court to be unenforceable or invalid, the remaining provisions will continue in effect.

Law & Dispute Resolution

These Terms & Conditions, and your membership contract are governed in all respects by Queensland 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 is referred to mediation in accordance with Office of Fair Trading. Any dispute that is not resolved by negotiation or mediation will be resolved by a court.

CCTV Surveillance

All EMF Facilities are under constant camera surveillance. CCTV footage at our Facilities is done so in accordance with relevant state legislation. Any footage taken is viewed only by EMF for the purposes of monitoring our Facilities and for the protection of our members. EMF reserves the right to keep and use footage for legal proceedings relating to conduct inside the Facilities. 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 Centre may be unsupervised. By accepting the terms of this document, you hereby confirm that you have read and agree to all of the above Terms & Conditions.

Compliments and Complaints

Compliments and complaints regarding our facilities or service can be made in person at any of our facilities, sent to our postal address or can be emailed to our customer relations team. The contact details are as below:

Email:

ATT: Customer Service Team
info@emfitness.com.au

Post:

ATT: Customer Service Team
PO Box 970, Nerang, QLD 4211

Emergency Contact Information:

Name:

Contact number:

Relationship:

I hereby accept the above Terms and Conditions and authorize Quickpay to take all direct debits herein.

Name:

Signature:

Date: ____ / ____ / ____