

# TERMS AND CONDITIONS

**If you are intending to join the Club, you should read and understand these Terms & Conditions before you complete the Membership Form.**

The membership contract between you and the Club comes into effect once the Membership Form has been completed and accepted by a duly authorised officer of the Club.

These Terms & Conditions apply to all Members and other casual clients using the Club Facilities.

## **Access to Club**

As a member you are entitled to use the Facilities of the Club during the Club's normal opening hours, so long as you remain a member and you comply with the most up to date General Terms and Conditions (as can be found online).

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

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

## **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 in the club 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 to Club premises or equipment, abusive language to staff or members, dropping weights or use of illicit substances.

To access the clubs 24/7 feature, you must have a valid membership tag which is given out after attending your safety induction. If you lose or forget your card, you are not able to ask another member to allow you entry to the club, as you are also not allowed to permit entry to other people to the club.

Should you lose or damage your card, you will be subject to a \$20 card replacement fee. Should you allow another person to enter the club by following you in, you will be subject to a \$50 tailgate fee. All 24-hour doors are monitored by surveillance and tailgating is checked each day by staff.

A towel must be used on all seated or laying pieces of equipment. Clean, fully enclosed sports shoes must be worn during all times at the gym for health and safety reasons. A singlet or t-shirt must always be worn, and all clothing must be clean and tidy with no offensive print as consideration for our other members.

Children 13 years and under are not allowed access to our gym and facilities at any time unless for attending childminding services or Kids Classes/Programs, or unless otherwise approved by management.

EMF will contact members occasionally 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 that their contact information is kept up to date to prevent important communication being lost.

## **Your Health and Physical Condition**

You confirm to us that you are in good physical condition when joining the Club, whenever you use the Facilities and/or undertake training by any of the Club's 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 EMF of any conditions that may impede or prevent you from using our facilities and it is up to you 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 contagious illness, disease or infection, or when suffering from any physical ailment, especially if there is a risk for other members.

## **Use of Facilities**

It is your responsibility to ensure that you correctly operate any equipment at the Club. If you are in any doubt as to how to do so, you should consult a member of staff before use.

If you cause any damage to any facilities at the Club, you must notify a member of staff. You may be held responsible for the cost of repair or replacement if intentionally using a piece of equipment not as it is designed to be used.

## **Fees**

All fees are payable in advance, unless otherwise agreed in writing, and are non-refundable. When joining the Club, you will become responsible for paying the membership fees for the duration of your membership, as shown in the Membership Form that you sign. Fees are quoted inclusive of GST.

Payment may be made by direct debit only, unless an upfront membership plan is selected. Any failed direct debit payments will incur a dishonor fee of \$4.40, per transaction attempt. 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.

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.

## **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 members using the contact methods on their 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 standard membership 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 membership cancelled within this period may be subject to a \$75 administration fee plus the costs of any use of the gym occurring within this period.

Membership cancellation forms can be completed in club. 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 (except for monthly payments, which will be charged at 50%). 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 – equivalent of 52 full weekly payments or \$129 cancellation fee + 2 weeks' notice  
18 Month Contract – equivalent of 78 full weekly payments or \$129 cancellation fee + 2 weeks' notice  
Gold Add-On – equivalent of 13 full weekly payments or \$49 cancellation fee  
No Contract/Flexi Memberships – 2 weeks' notice only

All memberships will continue on a No-Contract basis after the minimum term has ended until a cancellation form is provided to EMF by the member.

Any cancellation fee applicable 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, you should submit your request in writing with supporting evidence (such as a doctor's certificate or statutory declaration) in club and your request will be assessed by the cancellations team.

EMF reserves 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 the accrued rights of either the Club or yourself at the termination date.

### Personal Training

All personal trainers at EMF are sub-contractors and all fees relating to their services are set by them personally. Personal Trainers are not staff of EMF and have privately owned personal training businesses. Any instruction or recommendation made by a Personal Trainer within EMF is not a reflection of EMF or our policies or procedures.

Only EMF Personal Trainers can operate within EMF facilities. No member is allowed to bring a third-party trainer into our facilities at any time and bringing a third-party trainer into the club may result in suspension or cancellation of your membership.

### Personal Property

You are responsible for the care of your property and valuables while on Club premises and the Club accepts no liability for any loss or damage incurred whilst at the Club. We recommend you bring no valuables onto EMF property, if using the lockers, we recommend a lock to secure your personal effects. Property left in lockers for longer than 24 hours will be removed and placed in lost property for claiming. Lost property is disposed of or donated every fortnight.

### Data Protection

Personal information obtained by us concerning you 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 our facility 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 the Club after obtaining authorisation from the management or unless authorised by staff member.

### Notices

Whenever these Terms refer to notice being given by you or by the Club, 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 the Club to enforce any of these Terms 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 are held by a court to be unenforceable or invalid, the remaining provisions will continue in effect.

### Minors

Members under the age of 18 are not permitted to access the facilities outside of staffed hours. Valid membership tags will be inactive after hours to automatically deny access.

### Law & 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 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.

### 24 Hour Access

The Club will be unsupervised at times and, by acknowledgement of these terms, the member understands the risks involved and holds no liability to EMF (The Company), its staff or directors.

If training alone, it is advised to use the after-hours distress necklace located under the key holder. All swipes are monitored by our camera system so any members bringing in guests without approval will be banned from the club and will incur a \$50 once-off visit fee for their guest.

### Gym Surveillance

All EMF facilities are under constant camera surveillance for the protection of the facility and its members. 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 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.

### Pool / Sauna / Steam Room Access

Pool areas are not supervised and use of these facilities are at your own risk. All members using these facilities must have basic swimming abilities and acknowledge and agree to use the facilities knowing that the pool does not have a lifeguard on duty. These facilities are only accessible during staffed hours and are strictly forbidden outside of these times.

All members are to respect the rights of others whilst using these facilities.

No children under the aged of 16 are permitted to use these facilities without either a parent or guardian present or prior approval from management.

All members hereby acknowledge and agree to abide by the pool safety rules upon entering the pool area.

All members are to shower before entering these facilities and there are to be no unauthorised events

and/or activities without prior approval by management. Appropriate attire must be worn in these facilities at all times.

Any members caught using these facilities in contravention of these terms or in a manner which is of a disreputable manner will have their membership immediately cancelled without refund.

### Fitness Passports

EMF have several clubs that allow access to 'Fitness Passport' holders. All fees taken by Fitness Passport are in no way related to EMF and should be addressed with Fitness Passport directly. Any EMF member on a 12- or 18-month minimum term, that is eligible for a Fitness Passport and wishes to cancel their EMF membership in favour of the Fitness Passport, may reduce their minimum term to 6 months (equivalent to 26 full weekly payments) or pay a cancellation fee of \$59 + 2 weeks' notice. All cancellations must be requested as per the cancellation conditions provided above.

### Altitude Rooms

Altitude rooms within EMF are only accessible during staffed hours, by members with tag access to those rooms. These rooms operate at reduced oxygen levels and, before training in these rooms, you must complete an altitude induction and sign an altitude waiver to ensure you are aware of potential risks to your health.

### Disclaimer

The member acknowledges that, at times, the Club may be unsupervised. By acknowledgement of this document, the member hereby confirms that they have read and agree to all of the above terms and 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: [info@emfitness.com.au](mailto:info@emfitness.com.au)

Post: PO Box 970  
Nerang, QLD 4211

### Emergency Contact Information:

Name:

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Contact number:

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Relationship:

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I agree to the above terms and conditions  
and authorize Quickpay for all direct debits

\_\_\_\_\_  
(signature)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_