

## **Terms and conditions , Cancelation Policy and Gym code.**

### **Memberships types:**

#### **Yearly membership:**

Charged monthly on your chosen bank account or credit card.

Contract for the minimum of 12 months.

After 12 months, the contract will be renewed for another year unless if the client provide notice of termination of the membership prior to the end of the membership , with 28 days notice by written and filled change the status/cancelation form.

Fees applies for cancelation before 12 months. (\$150)

#### **Flexible membership:**

Minimum of 1month contract.

The membership is a rolling contract ongoing until cancelation.

For cancelation, member must give 28 days of notice by written and filled change the status/cancelation form.

#### **Concession Discount - Seniors:**

Must be over 60 and a senior's cardholder.

Minimum of 1-month contract.

For cancelation, member must give 28 days of notice by written and filled change the status/cancelation form.

#### **Concession Discount - Students: ( 14 to 18 years old)**

Must have a student ID,

Minimal age 14 years old.

Minimum of 1-month contract.

For cancelation, member must give 28 days of notice by written and filled change the status/cancelation form.

Student concession must show us proof that you qualify for a concession before your membership anniversary each year.

If you no longer satisfy our criteria, we can upgrade you to the standard membership.

Aged 14–15

If you are under 16, a parent or guardian must sign your membership agreement and pre-exercise questionnaire. You can then:

- use cardiovascular equipment
- take part in group fitness classes that do not use weights

You may not do unsupervised resistance training or take part in group classes that use weights (including circuits and boxing type exercises).

Aged 16–17

If you are 16 or 17, a parent or guardian must co-sign your agreement and pre-exercise questionnaire.

You may then do unsupervised resistance training once a qualified staff member has:

- assessed your pre-exercise questionnaire
- written and supervised an initial resistance training program for you.

### **When do you pay membership fees?**

### Paying for ongoing memberships

You pay fees for ongoing memberships in advance each month, by direct debit from a bank account or credit card.

Depending on the date that you start your membership, you'll only pay relatively for the time that you use on that first month, not the part of the fortnight you haven't used (this is called your pro rata payment). This will be coming on your first payment. After that regular fortnightly payment applies.

### **How do direct debits work?**

Paying every month

We will debit your monthly membership fees from your nominated account, as set out in your membership agreement.

If you use a debit or credit card, we will add a surcharge to your monthly debit not greater than the cost of accepting that payment method from our external third-party provider.: Quick debit.

Please note that:

- debit dates are pre-set for all members
- if one falls on a public holiday, we will debit your account on the next business day

### **Meeting your responsibilities**

You must make sure:

- your account can accept direct debits (your financial institution can confirm this)
- there is enough money in your account on the payment day and the next 5 days
- you tell us if you are transferring or closing your account, at least 2 weeks before your next direct debit
- you tell us about any changes to your credit card, such as its expiry date or number, at least 2 weeks before your next direct debit.

Please tell us and your financial institution if you want to change or stop your direct debits.

### **What happens if your payment is late or fails?**

Losing your gym access

If you do not fully pay your fees on the due date, we will suspend your club access until your payments are up to date and you have given us your account details. We will also charge you a late payment fee of \$10 for a failed payment. This will be debited from your account, and you authorise us to do this.

Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at the gym.
- writing to the email you last gave us.

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

If you default in payment of your membership fees, we may send your outstanding debt to a third-party debt collection agency to collect your outstanding fees.

If this debt is sent to a third-party further fees and charges may be payable.

### **Can we change your agreement?**

Being notified about changes

We will give you at least 28 days notice of any changes, for instance by:

- publishing them in our newsletter or on our website
- placing a notice in the gym
- phoning you or writing to the email you last gave us.

If we suspend a gym's operations or services, temporarily due to unprecedented circumstances we may send you a written notice offering a:

- complimentary time freeze

### **Cancelling your membership**

You can cancel your membership by:

Sending us an email requesting the cancellation then you will receive a "Change of status form" that you need to fill, sign and bring back to us with your key tag.

#### **All cancellation must be submitted in writing.**

Once the minimum term of your membership expires, you or we may cancel your membership. When you cancel, you must pay us any fees you owe, or we may take action to recover them.

You must give us 28 days' notice to cancel unless you are cancelling for medical reasons (with supporting evidence). We count this period from the date of your request, this means your final debit may be a pro rata amount. To ensure your direct debit does not continue past your minimum term, you must give us 28 days' notice.

You cannot freeze your membership payments during the notice period.

### **Cancelling your membership**

If we do not fulfil our obligations to you, you may be able to cancel your membership. Unless the law states otherwise, you will not have any other claim against us if this happens.

### **Can we increase your fees?**

If you have joined on a 12-month membership term after your minimum term has expired once you renew your membership, fees will increase automatically by 2% (to adjust for inflation) from the first direct debit date and annually thereafter without further notice.

If you have joined a flexible membership your membership fees will increase automatically by 2% (to adjust for inflation) from the first direct debit date and annually thereafter without further notice;

### **PRICING**

Pricing is shown on your membership form and published on the Elanora Fitness website. We reserve the right to change our prices or your fees at any time.

However, we will tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). We will consider that you have received our letter or email on the second business day after it is sent. We will not apply a price or fee change, to any period for which you have already made payment.

Where we have made a reasonable effort to let you know about a fee change or you have requested a change in membership type, you authorise us to change the debit amounts from your nominated account accordingly.

### **Can you freeze your membership payments?**

Using a 'time freeze'

You can freeze your membership from 1 or more weeks, up to a maximum of 4 weeks each calendar year.

Before freezing your membership, you must make sure your fees are up to date and you do not owe us any money.

Note that we cannot backdate any time freeze requests. You must request a freeze when you need it.

### **How can you use your Key tag?**

We will give you an access tag when you become a member. We will also attach your photo to your account on our digital membership database. If you visit the gym without a valid access tag, we may refuse you entry.

You must use to entry the gym and to check in classes downstairs.

Your membership tags, The access tag is our property. You cannot lend your tag or allow anyone else to use it.

If you lose or damage your tag, we will charge \$10 to replace it:

### **Promising you are in good health**

On the day you sign your agreement and each time you use our clubs, you promise us that:

- you are in good physical condition
- you know of no medical or other reason why you cannot or should not do active or passive exercise.

### **Seeking expert advice**

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety, or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program. When you join the club, we will offer your personal training at a reduced rate.

### **Telling us about your health risks**

If you believe any club activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice on an appropriate exercise program.

### **Managing infections and illnesses**

- You must not use the gym facilities if:
  - you have any flu symptoms, caught, fever or sore throat.
- You have an infection, contagious illness, or physical ailment, such as an open cut.
- There is any other risk, however small, to other members and guests.