

GYM MEMBERSHIP TERMS AND CONDITIONS – SPINAL LIFE HEALTHY LIVING CENTRE

1. Definitions

- a. “Agreement” means the Membership Agreement, including the Schedule (which may be an online form), Terms and Conditions and any recitals or annexures;
- b. “Centre”, “we” or “our” means the Spinal Life Healthy Living Centre;
- c. “Commencement Date” means the date that this Agreement and your Membership commences;
- d. “Facilities” means the gym equipment, machinery, amenities, access card and other facilities available at the Centre;
- e. “Fees” means the fees payable by you to join and participate in the Membership;
- f. “Member” or “You” means the person entering into this Agreement and joining the Membership;
- g. “Membership” means your membership with the Centre, being the type specified on the online form;
- h. Parent/Guardian” means the lawful parent or guardian of a Youth Member;
- i. “Schedule” means the schedule to this Agreement;
- j. “Services” means classes, programs and other health and fitness services at the Centre;
- k. “Term” means the term of this Agreement, which may be for a period of 3, 6 or 12 months from the Commencement Date, as selected at the time of purchase;
- l. “Terms and Conditions” means these terms and conditions;
- m. “Time Hold” has the meaning given it by Clause 7; and
- n. “Youth Member” means a member between the age of 14 and 15 years old.
- o. “Senior Member” means a member aged 65 and above.

2. Binding Agreement

- a. Subject to Clause 3, you acknowledge and agree that by signing this Agreement, you have entered into a legally binding agreement with us.
- b. As such, you should seek independent advice and/or let us know if you have any queries relating to this Agreement prior to signing.



3. Provision of Services

a. In consideration for payment of the Fees, we agree to provide you with access to the Facilities and the Services during the Term.

b. Some Services, such as personal training services, are excluded from the Membership and may require payment of additional fees. Any additional fees must be agreed and paid before permission will be given to a personal trainer to use the Facilities to provide personal training services to you.

c. Specific gym Facilities require medical clearance before use or receiving therapy. These Facilities include:

- Functional Electrical Stimulation (FES) machine;
- ABCO Dynamic Health Care Tilt Table;
- EasyStand Evolv Standing Frame.

d. Your safety is important to us, and as such, we will use our best endeavours to ensure that the Facilities and the Services are safe, hygienic and secure.

e. If at any time you become aware of an issue with the Facilities or the Services, please notify us immediately.

f. The Facilities and the Services offered by us are subject to change from time to time without notice to you (provided that such Facilities and Services will be of no less quality than provided as at the Commencement Date, subject to fair wear and tear).

4. Your obligations

a. You agree to always abide by the rules of conduct, behaviour, dress code and other policies or rules in place displayed in the Centre.

b. You must not permit any other person, excluding carers or personal support workers, to enter the Centre or to use the Facilities and Services, whether a member or not, without our prior consent.

c. You must notify us if your contact details change.

5. Age Restrictions

a. Except as otherwise specified in this Agreement, you acknowledge and agree that under no circumstances are you permitted to bring children into the Centre nor are you permitted to leave children unattended in the Centre. We shall not be liable to you in any manner for any injury, loss or damage sustained as a result of your failure to comply with this clause and you agree to indemnify us and hold us harmless for any loss and damage we may suffer as a result of your breach of this clause.

b. If you are a Youth Member, you and your Parent/Guardian both agree to sign and be bound by this Agreement and at all times comply with our “Membership Age Policy” as varied from time to time.

6. Termination and Membership

a. Gym membership will only be issued to individuals who have participated in an initial health screening with a Spinal Life Australia allied health professional. This screening is aimed at identifying whether you are generally physically able to use the Facilities and Services and whether we require a medical clearance from a doctor before admitting you to membership. Spinal Life will notify you if a medical clearance is required before admitting you to membership upon completion of the initial screening by the Spinal Life allied health professional. Spinal Life Australia also reserves the right to terminate your membership if it



determines that termination or refusal is necessary to protect the health and safety of yourself, members and staff.

b. After the Term, this Agreement will continue until terminated by you pursuant to clause 6c or by us pursuant to clause 6a or 6f.

c. Payments will continue until notified. You may terminate this agreement after completion of the minimum term (3 months) by providing us with 30 days written notice.

d. You may terminate this Agreement before the expiry of the minimum term (3 months) by providing us with written notice of cancellation provided that all fees due up to the date of termination are paid in full and the relevant cancellation fee are paid in full at time of cancellation. The cancellation fee will be the balance of fees due from the date of cancellation to the date that is 30 days after the minimum term expires.

e. You may also terminate this Agreement at any time for medical reasons without notice, on presentation of a medical certificate.

f. You acknowledge and agree that, except as otherwise set out in this Agreement or as required by law, all Fees are non-refundable upon termination of this Agreement and your failure to use the Facilities and Services does not allow for early termination of this Agreement nor does it warrant a refund of any type. You further acknowledge and agree that failure to use the Facilities and Services does not affect any of the terms of this Agreement and we are in no way responsible for your level of usage nor is it our responsibility to notify you of your usage at any stage.

g. If you breach any term of this Agreement or act in a way, we deem inappropriate, we may suspend or cancel your Membership or restrict your access to the Centre. If any such breach causes us or another person costs, loss or damage, you agree to be wholly liable for these.

h. As a Member, you will receive access and membership card for which a deposit of \$20 is required. Members are required to report any loss or theft of access or membership cards immediately. Replacement costs of lost or stolen access or membership cards will be paid by you on request. The deposit will be returned to you at the end of the Agreement provided that all fees payable under the Agreement have been paid in full and you have returned your membership card to us.

i. Senior Members are eligible to receive reduced Membership Fees upon presentation of a valid seniors card.

7. Time Hold and Transfers

a. Time Hold is only available to Members that pay their Fees on a weekly, fortnightly or monthly basis.

b. In accordance with clause 7(a), you may put your Membership on Time Hold for a minimum period of two (2) weeks (minimum of one month for Members that pay Fees monthly) and a maximum period of three months in each year. Each year commences on the anniversary of your Commencement Date. Your Time Hold will commence from the date your next direct debit payment would have been due.

c. Requests to place your Membership on Time Hold must be provided in writing to the Healthy Living Centre at enquiries@spinal.com.au.

d. Membership to the Healthy Living Centre gym is non-transferrable.



8. Security Surveillance

- a. You acknowledge that the Centre uses CCTV surveillance (in most cases, 24 hours a day) at the Centre premises (except in bathrooms) and may have remote video or other security services.
- b. This system is used for security purposes but does not guarantee against harm.

9. Limitation of Liability

- a. You acknowledge and recognise the inherent risks of injury or ill health resulting from use of the Facilities and Services and your participation in exercise generally. It is recommended that you seek independent medical advice prior to commencing any exercise program.
- b. To the extent permitted by law, you agree to release and indemnify us from and against all claims of whatsoever nature for loss or damage suffered or incurred by you (including death and the loss of, damage to or the destruction of your property) and arising out of or in any way in connection with your attendance at the Gym and/or your use of the Facilities and/or Services, except to the extent that such loss or damages arises out of our reckless conduct.
- c. You agree that your use of the Facilities and Services at your own risk and responsibility whether supervised by staff or not.

10. Privacy

- a. Spinal Life Australia is collecting the information on this form for gym membership purposes. Only authorised employees of the organisation have access to this information. Your personal information will not be disclosed to any other third party without your consent, unless authorised or required by law.
- b. If you do not wish to receive email, SMS or mail correspondence from us regarding your Membership, special offers or promotions then please send an email or letter confirming that you wish to unsubscribe from such methods of communication to enquiries@spinal.com.au.
- c. A full version of the Privacy Policy can be accessed by [clicking here](#).

11. Direct Debit Request Service Agreement

- a. You acknowledge and agree that direct debit payments will be managed by Spinal Life Australia.
- b. You acknowledge and agree that the Fees are reviewed periodically and may increase. This is regardless of the Fees payable when you entered into this Agreement or the Term (unless you have paid in advance). You will be notified a minimum of 30 days prior to any such Fee increase by way of signage displayed within the Centre.
- c. It is your responsibility to ensure cleared funds are available in your nominated bank account or on your credit card to meet your direct debit payment obligations. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debit plus an additional \$5.00 for return fees incurred by Spinal Life Australia. If Spinal Life Australia has not received instruction to the contrary from you, we will debit both the next due payment and any overdue amounts including return fees on your next scheduled debit date.
- d. You authorise Spinal Life Australia to notify any debt collection or credit reporting agency upon default by you in meeting your payment obligations under this Agreement.



- e. You agree to immediately pay in full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this Agreement and your direct debits terminating.
- f. You may be liable for any costs associated with the recovery of your overdue account, this may include, but is not limited to the following; legal fees, interest and mercantile agency collection costs.
- g. When a debit day falls on a weekend and/or a public holiday in Queensland all debits for that weekend or national public holiday will be processed on the immediately preceding business day. If unsure, please contact Spinal Life Australia.
- h. This authority shall stand pursuant to the terms and conditions of this Agreement with the Centre.
- i. Direct debit may not be available on all bank accounts. You are advised to check your account details against a recent statement from your financial institution. If uncertain you should check with your financial institution before completing the Direct Debit Authority.
- j. All enquiries in relation to refunds must be directed to the Centre.

12. Complaints

Please submit any complaints via email to enquiries@spinal.com.au. Please include all detail relating to your complaint. We will do all that is reasonably and practicably possible to assess the merits of the complaint and respond within a reasonable timeframe.

