



This is an important document – please ensure that it is read carefully.
These terms and conditions form part of your contract.

TERMS & CONDITIONS

Membership

If a member allows his or her membership to be used by another person for the purpose of obtaining admission, the person to whom the membership was issued forfeits all claims and rights to the membership and ceases to be a member. The membership contract will be immediately cancelled.

Cooling Off Period

12 month, 6 month & 3 month upfront as well as Direct Debit memberships are subject to a 7 day cooling off period. A cancellation form must be completed within the 7 day period. The member will not be refunded any gym usage.

Casual Guests of Members

A casual guest of a Real Life Fitness member is eligible for a discounted rate into the facility at a cost of \$10 per visit. An exercise history form must be completed on first visit.

Termination of Membership

Termination of membership can be done either in writing or by completing a cancellation form. For all upfront memberships, the minimum term must be completed or a \$100 cancellation fee will apply. For 3, 6 & 12 month memberships, if the minimum term has been completed, 30 days notice is required. For 3, 6 & 12 month memberships, any unused membership fees will be refunded to the member, minus the cancellation fee if within the minimum term. There is no cancellation available for 1 month memberships or visit passes. 30 days notice is required for Direct Debit memberships.

Termination for Medical Reasons

The member may terminate a membership immediately for medical reasons by providing written documentation and supporting documents from a doctor and completing a cancellation form. Refund of monies owed as per "termination of membership clause". Waiving of \$100 cancellation fee for any memberships still within their minimum term are subject to approval.

Gym Rules

It is essential that all members bring a towel and water bottle. Closed in shoes are essential. Minimum dress regulations – male – singlet and shorts, female – sports top, tights and / or shorts. Lockers are available to keep your personal items secure. Members must adhere to an acceptable level of hygiene.

Class Bookings

Bookings are required for all classes. Classes can be booked up to 2 weeks in advance. Unbooking for a class can be done up to 1 hour prior to the class commencement time. Out of courtesy for other members, we request that if you are booked in for an early morning class, that you unbook yourself by 9.00pm the night before if you know you are unable to attend.

Payment of Fees

Real Life Fitness will debit from the nominated account on the first business day of each month the agreed amount of fees as stated on the membership contract and Direct Debit form. Fees will continue to be debited from the nominated account unless notified by the member in accordance to the termination of membership clause. If at any time the members membership fees are overdue, Real Life Fitness may terminate the membership with immediate affect and may be referred to a debt collection agency. The member will be liable for the debt collection costs incurred. The member will be given at least 30 days notice in writing when changes to any terms of the direct debit arrangements are made. It is the members responsibility to notify Real Life Fitness in writing of all account changes 7 days prior to the next collection date. A new direct debit form must be completed with all updated details. All personal information will be kept confidential except the information provided by Real Life Fitness to the financial institution to initiate the drawing to the nominated account. It is the members responsibility to ensure that the nominated account can accept direct debits, that there is sufficient cleared funds in the nominated account on the drawing day and that Real Life Fitness is notified if the nominated account is transferred or closed. If the drawing is returned or dishonoured by a financial institution, a Direct Debit may be cancelled and any transaction fees payable by

Real Life Fitness in respect to the dishonoured payment will be added to the members next scheduled drawing amount. All Fitness Passport memberships incur a \$10 joining fee.

Concession Rate Eligibility

Members who are eligible for a concession rate must provide proof every 12 months.

Membership Price Increase

Real Life Fitness reserve the right at any time to increase the membership fees. Direct debit membership will be given 30 days notice in writing.

Gym Programs

Real Life Fitness members can purchase an individualised gym program at a cost of \$25. Fitness Passport and CareTrac members can purchase an individualised gym program at a cost of \$35.

Suspension

3 month, 6 month, 12 month and direct debit membership may be suspended for a minimum of 30 days and a maximum of 90 days per calendar year, for holidays, medical and /or work related reasons at a charge of \$10 per suspension.

Change of Details

It is the responsibility of the member to inform Real Life Fitness of any changes to the members personal details that are relevant to the members contract.

Social Media Photography

Real Life Fitness reserve the right to use any photos taken within the facility for use on Social Media and / or Website unless notified by the member.

Disclosure of Physical Condition

Members are required to truthfully complete an exercise history form before using the facility and agree to the Privacy Collection Statement contained therein.

Privacy Statement and Acknowledgement

During the process of entering into the membership contract and during the term of the membership contract Real Life Fitness will obtain and access the members personal information. Real Life Fitness will only use, disclose or deal with such information in accordance with the Privacy Collection Statement and Privacy Policy contained within the exercise history form. Individuals whose membership contract is paid for by their employer or purchased through a fitness agent consents to Real Life Fitness disclosing information pertinent to the members membership contract with that employer or fitness agent.

Variation

Real Life Fitness reserve the right to alter these terms and conditions any time with 30 days written notice.

Responsibility for Damage

The member agrees that it is solely responsible for any damage the member may cause to Real Life Fitness facility, products and equipment, if such damage is caused by the members willful act and / or negligence.

Damages / Personal Injury

The member acknowledges and agrees that they are aware that the use of the premises and it's facilities and their participation in the classes and programs conducted by Real Life Fitness may involve strenuous activity and risk associated with such use and participation. The members releases Real life Fitness and it's directors from all liability and responsibility whatsoever. This includes personal injury, property damage or death however caused, but not limited to the negligence of Real Life Fitness or it's staff, or any other person using the premises. Real Life Fitness guarantees that it's recreational services are provided with due care and skill fit for the intended purpose.

By signing your membership contract you have agreed to abide by these Terms and Conditions at all times.

Print Name:.....

Membership No:.....

Signature:

Date: