

These are the Terms and Conditions on which Balance Health Clubs is willing to offer membership to the Member. Any variation to these Terms and Conditions must be in writing and signed by our authorised officer. Capitalised terms appearing below have the same meaning given to them in the Membership Contract.

THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE THAT IT IS READ CAREFULLY. THESE TERMS AND CONDITIONS FORM PART OF YOUR CONTRACT.

**MEMBERSHIP CARD**

Photo Identification must be provided by a Member in order to enter into a Membership Contract, and a photo will be taken upon joining for database records only. A current membership card must be presented to Club Reception upon every visit to gain entry. Should a membership card be lost, misplaced or stolen, the Member must advise Balance Health Clubs as soon as possible. Replacement cards are available from Club Reception at a cost of \$2.00. If a Member allows his or her membership card to be used by another person for the purpose of obtaining admission, the person to whom the membership card was issued forfeits all claims and rights to the membership card and ceases to be a Member. In these circumstances, the membership card will be immediately retained by a representative of Balance Health Clubs, the Membership Contract will be immediately cancelled, and a cancellation fee of \$100.00 will be added to the Member's account.

**COOLING OFF PERIOD**

All Contracts of a twelve (12) months minimum term are subject to a seven (7) day cooling off period. Cancellation requests must be submitted in writing within the cooling off period. The Member will be charged an Administration Fee and fees for any fitness services already supplied. Balance Health Clubs will return any monies owing to the Member within seven (7) days of the cancellation request being received in writing.

**TERMINATION OF MEMBERSHIP**

All termination requests must be submitted via a Cancellation Form that is available from our Reception. The Member may terminate the Member's Membership Contract with immediate effect within the minimum term of the Membership Contract upon which a cancellation fee of \$100.00 is payable. Terminations after the minimum term of the Contract require thirty (30) days written notice which will commence upon receipt of completed Cancellation Form. Any unused membership fees already paid for beyond the thirty (30) period will be refunded. Balance Health Clubs will return any monies owing to the Member within fourteen (14) days of the cancellation request being received.

**TERMINATION FOR MEDICAL REASONS**

The Member may terminate the Member's Contract with immediate effect at any time by notifying Balance Health Clubs in writing and providing supporting documentation that to our reasonable satisfaction demonstrates medical incapacity. In that event, the Member will only be charged the Administration Fee, membership fees for the time the Member have been a Member and any additional fees for fitness services already supplied. Balance Health Clubs will return any monies owing to the Member within seven (7) days of the cancellation request being received in writing.

**BALANCE HEALTH CLUBS****RULES ACKNOWLEDGEMENT**

Use of the facilities of Balance Health Club is subject to abiding by Balance Health Clubs Rules. The Member must ensure they read, understand and abide by the Balance Health Clubs Rules which are notified to the Member through signage, handouts or on our website,

[www.balancecollective.com.au](http://www.balancecollective.com.au). Failure to comply with Balance Health Clubs Rules may result in Balance Health Clubs asking the Member to leave the premises, refusing the Member access or termination of the Member's Contract, for which there are no refunds on unused portions of membership fees already paid.

**PAYMENT OF FEES**

Balance Health Clubs will periodically debit the nominated account for the agreed amount for gym membership fees as stated in the Membership Contract and in accordance with the Direct Debit Request or Credit Card Charge Request, as applicable. Payments on direct debit arrangements will be deducted from the Member's nominated account on the first working day of each month. If any drawing falls due on a non-business day, it will be debited to the Member's account on the next business day following the scheduled drawing date.

In the event of a direct debit rejection, a direct debit rejection fee of \$10.00 will be charged to the Member's account. If an automatic debit arrangement is in place, fees will continue to be debited from the Member's chosen account until the Member, or Balance Health Clubs, cancel the arrangement in line with the termination clause of these Terms and Conditions. If at any time the Member's membership fees are overdue Balance Health Clubs may terminate the membership with immediate effect. In the event of an overdue account being referred to a Debt Collection Agency, the Member will also become liable for all future membership fees to the end of the term, as well as the collection costs and legal demand costs which will be added to the Member's account. Balance Health Clubs will give the Member at least 14 days' notice, by phone or in writing, when changes to any terms of the direct debit arrangement are made. This notice will state changes to the amount, frequency, next drawing date and any other changes to the initial terms.

If a Member wishes to make changes to the drawing arrangements including, altering a schedule, stopping an individual debit, suspending or cancelling the Direct Debit Request, the Member must contact Balance Health Clubs by phone, in person, or in writing. All enquiries should be direct to Balance Health Clubs rather than the Member's financial institution, and these should be made at least 7 days prior to the next scheduled drawing date. All communication addressed to Balance Health Clubs should include the Member's full name and membership number. All personal customer information held by Balance Health Clubs will be kept confidential except that information provided to Balance Health Club's financial institution to initiate the drawing to the nominated account.

If a Member believes that a drawing has been initiated incorrectly, Balance Health Clubs encourage the Member to take the matter up directly by contacting Balance Health Clubs on (02) 4903 6200 during business hours.

If a Member does not receive a satisfactory response from Balance Health Clubs to the dispute, the Member should contact their financial institution as follows:

- Within 7 business days (for claims lodged within 12 months of the disputed drawing); or
- Within 30 business days (for claims lodged more than 12 months after the disputed drawing).

The Member will receive a refund of the drawing amount if Balance Health Clubs cannot substantiate the reason for the drawing. Please note that financial institutions will ask the Member to contact Balance Health Clubs to resolve any disputed drawings prior to the financial institution becoming involved.

It is the Members' responsibility to ensure that:

- The nominated account can accept direct debits (the financial institution can confirm this); and
- On the drawing date there is sufficient cleared funds in the nominated account; and
- That the Member advises Balance Health Clubs if the nominated account is transferred or closed.

If the drawing is returned or dishonoured by a financial institution, a Direct Debit Request may be cancelled. Any transaction fees payable by Balance Health Clubs in respect of the above will be added to the Members next scheduled drawing amount.

**ADMINISTRATION FEE**

The Administration Fee is applied to all new and renewing memberships where such membership has lapsed for a period of twelve (12) months or longer.

**ONGOING CONCESSION RATE ELIGIBILITY**

Members who are eligible for a concession rate for a membership with a twelve (12) month minimum term must provide proof every twelve (12) months from joining date that they are eligible for a concession rate of membership for the next twelve (12) month period.

**MEMBERSHIP PRICE INCREASE**

Balance Health Clubs reserve the right at any time after the minimum term of the contract to increase the membership fees to be charged by providing at least thirty (30) days' notice in writing. Following such notice, the Member authorises Balance Health Clubs to increase any direct debits to the Member's nominated credit/debit account.

**SUSPENSION**

A Contract may be suspended for a minimum term of one (1) month and a maximum term of twelve (12) months. A Contract can only be suspended for medical reasons and is subject to the provision of supporting evidence. Suspension of a Contract is only available if all membership fees are up to date. Suspension applications must be applied for in writing prior to the start date of the suspension period. Each suspension period is subject to a fee of \$10.00.

**CHANGE OF DETAILS**

It is the responsibility of the Member to inform Balance Health Clubs of any changes to the Member's personal details that are relevant to the Member's Contract.

**CONTRACTORS**

Contractors or franchisees may provide services at Balance Health Clubs. Fees for services are paid directly to the contractor or franchisees. Balance Health Clubs take no responsibility for the fees paid to these contractors and franchisees. The Member hereby agrees not to hold Balance Health Clubs liable and the Member agrees to indemnify Balance Health Clubs and keep Balance Health Clubs indemnified for any claims suffered by the Member as a result of negligence by the contractor or franchisee in Balance Health Clubs.

**DISCLOSURE OF PHYSICAL CONDITION**

Members are required to truthfully complete the Balance Health Clubs Pre-Exercise Questionnaire & General Exercise History Form before using our facilities and agree to the Privacy Collection Statement contained therein. The Member agrees to disclose to Balance Health Clubs all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility Balance Health Clubs provided to the Member as part of the Member's membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information and recommendations provided by the Member's medical and/or allied health practitioner/s.

**PRIVACY STATEMENT AND ACKNOWLEDGEMENT**

During the process of entering into the Membership Contract and during the term of the Membership Contract, Balance Health Clubs will obtain and access the Member's personal information. Balance Health Clubs will only use, disclose or deal with such information in accordance with the Privacy Collection Statement and Privacy Policy. A full copy of the Privacy Policy is available on the website, [www.balancecollective.com.au](http://www.balancecollective.com.au) and a copy of the Privacy Collection Statement is contained within the Balance Health Clubs Pre-Exercise Questionnaire & General Exercise History Form. Individuals whose Membership Contract is paid for by their Employer or purchased through a Fitness Agent consents to Balance Health Clubs disclosing information pertinent to the Member's Membership Contract with that Employer or Fitness Agent.

**VARIATION**

Balance Health Clubs reserve the right to alter these Terms and Conditions or the Balance Health Clubs Rules at any time with thirty (30) days written notice.

**RESPONSIBILITY FOR DAMAGE**

The Member acknowledges and agrees that it is solely responsible for any damage the Member may cause to Balance Health Clubs, its facilities, services, products or equipment, if such damage is caused by the Member's wilful act and/or negligence.

**DAMAGES/PERSONAL INJURY**

The Member acknowledges and agrees that they are aware that the use of the premises and its facilities and their participation in the classes and programs conducted by Balance Health Clubs may involve strenuous activity and risk (special or otherwise) associated with such use and participation. The Member releases Balance Health Clubs and its directors, employees, contractors and agents (the 'Staff') from all liability and responsibility whatsoever. This includes personal injury, property damage or death however caused, but not limited to the negligence (whether passive or active) of Balance Health Clubs or its Staff or any other person using the premises.

Balance Health Clubs guarantees that its recreational services are provided with due care and skill, fit for the intended purpose and are supplied within a reasonable time as provided for in the Competition and Consumer Act 2010 (Cth) ('CCA'). To the extent permitted by s139A of the CCA, Balance Health Clubs excludes all liability in connection with the supply of recreational services for death, physical or mental injury, or property damage resulting from a failure of Balance Health Clubs to comply with a guarantee in sections 60-62 of the Australian Consumer Law ('ACL') (in Schedule 2 of the CCA). This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of Balance Health Clubs in accordance with s139A of the ACL

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

Print Name..... Membership Number .....

Signature..... Date .....

