

## ACTIVE 24/7 MEMBER CONTRACT AND ADMINISTRATIVE FORMS

MEMBER NAME:

### MEMBER CONTRACT

1. MANAGEMENT—Active 24/7 is the trading name of Bogan Farms PTY Ltd, ABN 12 138 078 921 in its capacity as the owner and operator of the Nyngan Active 24/7 fitness facility (facility).
2. MEMBERSHIP APPLICATIONS
  - 2.1 The decision to accept the application of a potential member shall be at the sole discretion of Active 24/7. Active 24/7 reserves the right to verify, or require proof of all information given in order to obtain membership. Any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights without refund.
  - 2.2 If the membership application is accepted by Active 24/7, membership shall commence on the start date and end on the end date.
3. MEMBERSHIP TAGS
  - 3.1 A membership tag is issued to all members and remains the property of Active 24/7.
  - 3.2 Membership tags must be used by members to enter and exit the facility. The tag entitles the holder to all the rights and privileges given to the category of membership of the holder.
  - 3.3 Membership tags may only be used by the member and any fraudulent use of the tag by the member will result in termination of the membership with no refund being made by Active 24/7.
  - 3.4 Members using their tags to let non-members into the facility will be charged the casual visit rate per non-member given access to the facility by the member.
  - 3.5 Lost or damaged tags will be subject to a replacement charge of \$10.00 per tag.
4. LIMITATION OF LIABILITY
  - 4.1 The member acknowledges that Active 24/7's obligations and liabilities are defined in this contract.
  - 4.2 The member is responsible for the consequences of any use of any of the facilities of Active 24/7. Active 24/7 will not be liable for any indirect or consequential loss, damage, costs, expenses, theft, or damage to property, whether arising under contract, or otherwise.
5. PHYSICAL HEALTH OF MEMBER
  - 5.1 The member warrants and represents that he/she is in good health and is capable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.
  - 5.2 Before using the facility, the member must first sign the Release and Indemnity form.
6. MEMBERSHIP TERMS AND CONDITIONS
  - 6.1 The acceptance of an application for membership of Active 24/7 shall constitute a legally binding contract between the member and Active 24/7.
  - 6.2 Membership shall be subject to this contract and the Terms and Conditions of Membership in force from time to time.
  - 6.3 Categories of membership shall be set by Active 24/7 from time to time.
7. MEMBERSHIP CHARGES & PAYMENT OPTIONS
  - 7.1 All members are liable to pay membership fees in advance irrespective of actual usage of Active 24/7 facilities.
  - 7.2 Members may elect to pay annual membership fees in 12 monthly instalments (Direct Debit). The first month will be payable on the start of date this contract.
  - 7.3 Any direct debit changes or failed direct debits will incur a \$55.00 administration fee.
  - 7.4 In the event of non payment the member shall make all payments due to Active 24/7 plus any additional costs including but not limited to debt collection services and others services that will be incurred through the recovery of funds.
8. TERMINATION OF MEMBERSHIP BY THE MEMBER
  - 8.1 Annual members may end their membership at the end of the next occurring full calendar month by notice in writing to Active 24/7. Where the annual member has paid the year's membership fee in advance they will receive a pro rata refund for the remaining months of the year.
  - 8.2 No refunds or part refunds will be provided to members having memberships other than annual memberships.
9. TERMINATION OF MEMBERSHIP BY ACTIVE 24/7
  - 9.1 Active 24/7 may terminate the membership of any member:
    - 9.1.1 Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the opinion of Active 24/7, it may be injurious to the character, name or interests of Active 24/7 or is such that it renders the member unfit to associate with other members of Active 24/7.
    - 9.1.2 By notice in writing if any part of the annual membership fee which is due and payable remains unpaid fourteen days after the due date for payment.
  - 9.2 A member whose membership is terminated by Active 24/7 shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of their membership fee. On termination of their membership, the member shall promptly return their membership tag.
10. FACILITY
  - 10.1 Active 24/7 reserves the right to make reasonable alterations to the type of facilities, programs and classes provided without notice and Active 24/7 shall not be liable for any inconvenience caused whether this be by building works or for the provision of essential maintenance services, due to matters beyond our control.
  - 10.2 Active 24/7 is a non-smoking facility and smoking is not permitted in or near the facility.
  - 10.3 Hours of use of the facility according to membership categories may change at the discretion of Active 24/7.
  - 10.4 Certain categories of membership do not include 24-hour access to Active 24/7 facilities. Such hours may be lengthened or shortened at the absolute discretion of Active 24/7 with or without any prior notice being given to members. The Centre shall endeavour to give members reasonable notice of changes to such hours.
  - 10.5 In emergency situations or where necessary maintenance is required to Active 24/7 facilities, Active 24/7, or parts thereof, may be closed. Active 24/7 shall endeavour to provide notice to members of such situations.

I agree and understand the contract and from the date of signature I am bound by Active 24/7's terms and conditions of membership, as outlined above:

Signature:

Date:

**ACTIVE 24/7 MEMBER CONTRACT AND ADMINSTRATIVE FORMS**

**MEMBER NAME:**

**RELEASE AND INDEMNITY FOR ACTIVE 24/7**

IN CONSIDERATION of the acceptance of payment for using the Active 24/7 facility (and except to the extent that the same may be precluded by statute) I RELEASE AND INDEMNIFY Active 24/7 as follows:

- I use the facility at my sole risk and responsibility
- I release, indemnify and hold harmless Active 24/7, its servants and agents, from and against all and any actions or claims which may be made by me or on behalf by other parties for or in respect of any arising injury, loss, damage or death caused to me or my personal property whether by negligence, breach of contract or in any other way whatsoever.

I ALSO AGREE THAT in the event that I am injured or my personal property is damaged, I will bring no claim, legal or otherwise, against the Active 24/7 operator in respect of that injury or damage.

Before signing this document I have read and understood it and know that it affects my legal rights. If

**SIGNATURE:**..... **DATE:**.....

I AGREE TO RELEASE AND INDEMNIFY Active 24/7 in the same manner and to the same effect and extent as if I were the person named in the release and indemnity and the person using the facility.

**SIGNATURE OF PARENT/GUARDIAN:**..... **DATE:**.....

**\*Direct Debit only**

I authorise Active 24/7 to deduct monthly instalments of \_\_\_\_\_ from the following bank account:

Name on account: \_\_\_\_\_ Bank: \_\_\_\_\_

BSB No. \_\_\_\_\_ Account No. \_\_\_\_\_

Account holders signature: \_\_\_\_\_