

MEMBERSHIP TERMS AND CONDITIONS

THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE YOU READ IT CAREFULLY. THIS IS PART OF YOUR CONTRACT.

norths FITNESS is part of North Sydney Leagues' Club Ltd ("norths"), which is governed by its Constitution and By-Laws which in turn are binding on its members - copies of these documents are available at Reception and at www.northsfitness.com.au.

SECTION 1 MEMBERSHIP ENTITLEMENTS AND CONTRACT MANAGEMENT

- All references to "norths FITNESS" mean North Sydney Leagues Club Ltd. trading as "norths FITNESS".
- For the purposes of these Membership Terms and Conditions the term "norths FITNESS membership" or "member" means your membership of norths FITNESS and "Club Membership" or "norths member" means your membership of North Sydney Leagues Club Ltd.
- Contract Formation – A contract is formed once the contract has been signed by you and norths FITNESS accepts it. The laws of the state of New South Wales and the Commonwealth will govern this contract. norths FITNESS has seven (7) days after the formation of the Contract to rectify any error or miscalculation in the Contract.
- Cooling Off Period - After applying for membership, you have a seven day period ("Cooling Off Period") during which you may cancel your membership. Notice must be given in writing. A refund equal to the Membership Fee and any additional amounts paid minus the Administration Fee and the cost of any fitness services already supplied will be applicable. If you terminate your Contract after the cooling off period, norths FITNESS terms of membership cancellation will apply.
- Compliance – You must ensure you read, understand and abide by the terms and conditions of the contract as well as any other rules outlined in signage and handouts issued by norths FITNESS.
- Membership Entitlement – As soon as a contract is formed, (norths FITNESS reserves the right to accept or decline to accept your contract), you are bound by the terms and conditions. As a member you are entitled to use the facilities only during the scheduled or specified times. Memberships are non-transferable and fees non-refundable except where otherwise provided.
- Minimum Age – Membership is limited to persons 16 years of age and over. Members under 18 must hold current Junior Membership to North Sydney Leagues Club. Members 18 years and over must hold current membership to North Sydney Leagues Club.
- Access to norths FITNESS - All persons wishing to join norths FITNESS must first and foremost be a norths member. Once you become a norths FITNESS member, your Club Membership card will be enabled for the duration of your norths FITNESS membership. The Club Membership will contain your photo and details of your norths FITNESS account. Entry into our facility cannot be made without a valid Club Membership card unless in special circumstances and subject to our discretion and upon production of photo id. You must not lend your card or allow any other person to use it. If your card is lost or mislaid you will be charged for a new card.
- Disclosure of your Physical Condition - Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to norths FITNESS all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use the norths FITNESS facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.
- Misconduct - We reserve the right to refuse entry to any person, and have the right to suspend your norths FITNESS membership without warning or notice for any harassment, inappropriate or threatening behaviour including causing willful damage to equipment in our facility. You may be required to attend a disciplinary hearing for the purposes of answering any charge made under Rule 44 of norths Constitution and Clause 27 of norths By-Laws which could result in cancellation of your membership of norths.
- Breach of terms and conditions and rules - Any breach or failure to comply with the membership rules and terms and conditions or unreasonable behaviour can result in a First warning. If a second warning is warranted then immediate suspension of your norths FITNESS membership will occur and you will be required, in accordance with Rule 44 of norths Constitution and Clause 27 of norths By-Laws to attend a disciplinary hearing for the purpose of answering a charge.
- Payment of norths FITNESS fees - All direct debit fees are paid fortnightly. If your payment is not successful on the due date, you agree that we may continue to, without notice to you, debit your nominated financial institution account.
- norths FITNESS Joining fee – A one-off fee of \$99 will be charged for all set up costs associated with a norths FITNESS new membership. This fee is non-refundable.
- Direct debit set-up fee – If you cancel your direct debit and subsequently want to rejoin within 6 months of cancellation/cessation of your membership, a \$15 direct debit set up fee will apply. This will ensure the account is once again set up for secure billing. If you want to rejoin after 6 months of the cancellation/cessation of your membership the joining fee of \$99 will apply
- Outstanding fees/no account details – If any amount payable for your membership is not paid on the due date, access to norths FITNESS may be suspended until such time as payments are up to date. norths FITNESS has the right to refuse entry to members with more than one membership payment outstanding on their account until such time as payments are up to date. Fees charged by suppliers or financial institutions for late/dishonoured transactions will be recouped and you may be also charged an administration recovery fee.
- Termination.
Ongoing Contract - You need to provide 14 days written notice to terminate your norths FITNESS membership. Notice must be handed, in person, to a norths Fitness staff member on a completed "Cancellation Form" obtained from norths Fitness reception. Cancellations over the phone or via facsimile will not be accepted. The termination notice period involves payment for your final fourteen day's membership. Your membership will be terminated on day fifteen when it becomes un-financial. The membership can still be used until it becomes un-financial.
Your termination notice cannot be considered effective until you receive written acknowledgment of your termination request from norths Fitness. We will endeavour to acknowledge your membership cancellation within 7 days of receiving your termination notice. Early termination prior to the minimum term being met will be subject to an early termination fee. The cancellation fee, if more than 6 months is remaining on the minimum term of the Agreement, is \$195.00. If there is less than 6 months remaining on the minimum term of the agreement the cancellation fee will be \$145.00.
NOTE: A membership cannot be cancelled if there are payments outstanding on the account. The membership must be fully financial for a cancellation request to proceed.
Fixed Term Contract - A member may terminate the agreement before expiry of their minimum term if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at the time of the cancellation request. The cancellation fee, if more than 6 months is remaining on the minimum term of the Agreement, is \$195.00. If there is less than 6 months remaining on the minimum term of the agreement the cancellation fee will be \$145.00.
- norths FITNESS Membership fee increase – We reserve the right at any time to increase the fees charged and will use reasonable endeavours to give written notice to your listed address at least one month prior to the increase. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise norths FITNESS to increase any direct debits to your nominated credit card or bank account. We will not use this right to vary the terms on any special offer, if any, which applies to you.
- norths FITNESS Membership Suspension – Membership suspension is available to a maximum of 8 weeks per calendar year, the minimum suspension period is 1 week. A fee of .36c per day (\$5 per fortnight) to suspend your membership will be charged via the direct debit run. Suspensions must be applied for in writing and must be handed in at least 2 days prior to the commencement of the suspension. A suspension is effective from the date of our written confirmation of the request.
NOTE: A membership cannot be placed on suspension if there are payments outstanding on the membership account. The membership must be fully financial for a suspension request to proceed.
Suspension is not available on up-front memberships.
- Change of rules/operations – We may need to alter the rules as well as the terms and conditions of membership including opening and closing hours and the services and facilities offered by norths FITNESS. Any such changes will be notified to you through either the Bear Facts magazine, www.northsfitness.com.au, notice within our facility and/or we may write to your last known address or contact you by phone with at least 14 days' notice. From time to time we may have to close norths FITNESS for refurbishment or maintenance and may or may not offer compensation. There will not be any reduction of your membership fees for closure on a public holiday.
- Complaints and feedback – norths FITNESS aims to be the catalyst for as many people as possible to embrace a fitter, healthier future. We will endeavour at all times to assist you with any concerns you may have. Feedback forms are made available at reception. An initial complaint should be directed immediately to the norths FITNESS Manager who will endeavour to contact you within 7 days to discuss and resolve your complaint. Should you feel that your complaint has not been resolved effectively, you may wish to take up the matter with norths Executive Operations Manager.
- Change of details – You must keep us informed of any changes to your details such as address, e-mail address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership.
- Safety – a fully qualified and experienced "Fitness and Lifestyle Adviser" will be available during peak operational hours to offer you any guidance at NO ADDITIONAL COST. Please feel free to approach these instructors for advice or assistance. If you believe using norths FITNESS will be a risk to your health, you must inform us in writing and give us full details of the risk. You will update your details and let us know if your condition changes.
- Limitation of Liability, Release and Indemnity – It is your responsibility to ensure that you use the equipment and/or facilities correctly. There is guidance available if you are unsure as to how to operate a piece of equipment effectively, please ask.
Warning: Whilst in norths FITNESS you may suffer injuries including broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of weights striking you, collision with equipment or other members or as a result of you slipping on wet flooring.
We will, unless excused from liability by operation of statute, compensate you for death, personal injury, illness or property damage caused by gross negligence on our part and for loss and damage to your personal property arising from our failure to supply services to you with due care and skill and in a manner fit for the purpose which is reasonable to expect in all the circumstances. In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby otherwise agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities at norths FITNESS or using our facilities, services or products;
- Property Damage – You are responsible for any wilful and negligent damages you cause to norths FITNESS facilities or equipment.
- Norths Fitness Access Card – if you lose or damage your access card you will be required to purchase a replacement. This card is also used on the lockers. Cards are available at gym reception for \$10. It is mandatory that all members have a working access card. Entry will not be permitted without one.
- Contractors – Contractors and franchisees may provide services at norths FITNESS. Fees for such services are paid directly to the contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of an act or omission by a contractor or franchisee at norths FITNESS.
- Assignment - You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.
- Intellectual Property - These Terms and Conditions do not give you any intellectual property rights in norths FITNESS, or in our facilities, services or products.

29. Privacy Statement and Acknowledgement - During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use and the Direct Debit Service Provider will only use, disclose or deal with such information in accordance with the norths Privacy Statement.
To protect the privacy of gym members no cameras, video cameras or image recording devices of any kind are to be used while on norths FITNESS premises without written permission from norths management.
30. Variation - We may alter these Terms and Conditions or the Rules at any time upon thirty (30) days written notice. All use of norths FITNESS and its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use norths FITNESS and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.
31. Your Obligations - You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions.
If, at any time:
- you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
 - you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
 - a cheque received from you is dishonoured;
 - you are or become bankrupt; or
 - your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract,
- You agree that:
- a. you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
 - b. we have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
 - c. we may terminate the Contract with immediate effect by providing you with written notice;
 - d. we may request payment in advance for the remainder of the term of your membership; and
 - e. we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.
32. Severability - If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

SECTION 2 - RULES FOR MEMBERSHIP AND USE OF norths FITNESS

These rules are designed to ensure that you have a safe and enjoyable experience each time you visit norths FITNESS.

1. Eligibility
 - a. Should a maximum membership level be reached, a waiting list will be put into operation.
 - b. Any user wishing to participate in any group fitness class, resistance (weight) training or swimming activity is required to satisfactorily complete a Pre-exercise Questionnaire prior to being permitted to undertake such activities.
 - c. Where the norths FITNESS Manager or delegated representative requires additional medical support documentation following completion of the Questionnaire from a member, that member shall not be permitted to use the facilities unless a satisfactory clearance certificate is firstly obtained and provided. We adhere to this policy requirement for the following reasons:
 - i. So that staff can assist with exercise and fitness programs tailored for the member based on their individual level of health and fitness.
 - ii. Should a patron have the misfortune to become unwell or injure themselves and a family member is not contactable for any reason, the ability for staff to access a member's health/medical record may well save their life.
 - iii. Information that is readily available allows for staff to rapidly respond to emergency health care issues and assists with advice to medical practitioners and ambulance/health care personnel.
2. Membership
 - a. Membership is only granted when all required paperwork has been satisfactorily completed and all payments made.
 - b. norths FITNESS will accept government-issued senior cards and pension cards when purchasing a concession membership. Student cards with an expiry date are also accepted for concession memberships.
 - c. Foundation Membership was available from the 7 of November 2005 through to the 31 January 2006 inclusive. Foundation memberships are no longer available.
3. Induction Process
 - a. You are required to participate in the norths FITNESS induction process prior to engaging in any activity or using any equipment.
 - b. The induction process will include a mandatory health screen with a Fitness and Lifestyle consultant to assess your suitability to exercise. This will be followed by an equipment and facility induction.
4. Group exercise
 - a. In the interest of safety and to avoid disruption of classes, you will not be admitted into a class after the warm-up period. A five-minute cut off time prior to class commencement will apply for the collection of tokens where class bookings are required. After this time the class will be opened up to members on the waiting list.
 - b. norths FITNESS reserves the right to suspend the booking privileges of members who repeatedly fail to attend a booked class.
 - c. There will be no admittance to a class without a valid membership or day pass.
 - d. You must stay for the cool down and stretch part of your class.
 - e. You are required to put away mats and other class equipment after use.
 - f. Class schedules will be reviewed quarterly and changes published in advance at norths FITNESS or on the norths' website: www.northsfitness.com.au.
 - g. Fees for certain specialist classes and courses may be charged; you will be informed of these charges in advance by norths FITNESS.
 - h. Members are required to observe the instructions of the class instructor and abide by the booking procedures and etiquette required by norths .
 - i. norths FITNESS reserves the right to replace any instructor when deemed appropriate or necessary.
 - j. A minimum of 10 persons is required before a group fitness class will be conducted. If there are less than 10 persons in attendance it shall be at the sole discretion of management whether the class is conducted or not.
5. Health and Exercise Prescription
 - a. You are advised not to increase your exercise program beyond the progressions stipulated, or to use an unfamiliar piece of equipment, without consulting a Fitness and Lifestyle Advisor first.
 - b. You should not exercise if you have been drinking alcohol, are sleep deprived, have not eaten sufficiently, have a heavy cold or flu, or are taking medication.
 - c. If you have time off from exercise you are advised not to resume your previous exercise regime; start with a lighter workout and build up again gradually.
6. Health and Exercise Recommendations
 - a. If you become pregnant, sustain an injury or undergo a medical operation please consult a Fitness and Lifestyle consultant before resuming exercise.
 - b. Listen to your body. If an exercise hurts or you feel unwell or light-headed, stop exercising and inform a member of staff.
 - c. You confirm that, if at any time you are in doubt about your health and/or physical condition, you will obtain a medical clearance before embarking on further exercise and will keep norths FITNESS staff advised of any changes in your health.
7. Changing rooms and lockers
 - a. Bags are not permitted in the group fitness, gymnasium or pool areas. Lockers are available for short-term storage of personal items. Items left in lockers overnight will be removed and handed to the Club's Lost Property. norths FITNESS is not responsible for the contents once removed.
 - b. For security reasons, all personal belongings should be stored in your card operated locker. Valuables should not be brought to norths FITNESS.
 - c. Property in lockers is stored at your own risk. norths FITNESS shall not be liable for any loss, theft or damage of such property stored in lockers.
 - d. Casual users of the gymnasium can hire a locker card for a \$10 refundable deposit.
 - e. Replacement locker cards are available at a cost of \$10 per card.
 - f. Towels can be hired for \$2. A deposit of \$10 is taken and refunded when the towel is returned. Towels must be returned the day they are hired, and deposited in the drop-off receptacles provided.
 - g. Unclaimed personal property found in the gym will be placed in the club's Lost Property area. This will be emptied each fortnight.
8. Conduct
 - a. The consumption of food is not permitted within norths FITNESS. Food and beverages with the exception of water should be consumed in the area opposite reception only.
 - b. Please wipe down the equipment in norths FITNESS after use with the cleaning solution and paper towels provided.
 - c. norths FITNESS encourages you to be courteous to fellow members and to ensure that time restrictions on equipment use are adhered to.
 - d. Please conduct yourself in manner that does not disturb or endanger others. Please replace weights and other exercise equipment after use.
9. General
 - a. Usage levels will be monitored throughout the day to help control numbers.
 - b. Members must wear clean and appropriate health and fitness apparel (including footwear) in group fitness classes; the gymnasium and the swimming pool areas.
 - c. Workout towels must be used during workouts and after swim/aqua sessions. You are requested to leave the facility by our closing time.

SECTION 3 - CUSTOMER SERVICE AGREEMENT

This section outlines our service commitment to you, in regards to the direct debit request arrangements.

Terms of direct debit – We will periodically debit your nominated account for the amount stated on your Direct Debit Request form and in accordance with the terms and conditions of the direct debit agreement made between you and norths Fitness.

Drawing arrangements – fortnightly drawings under the direct debit arrangement will occur on every second Thursday.

If your drawing is returned or dishonoured by your financial institution we will endeavour to contact you requesting payment. If we have not received payment we may re-draw outstanding membership fees on or before the next direct debit cycle. Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

Failed payment fees- A failed payment fee (Dishonour Fee) of \$10.00 (including GST) will be charged to your account.

Changes to the arrangement – if you want to make changes to or stop the drawing arrangement, written notice of this must be handed to norths FITNESS reception 7 days prior to the next direct debit drawing