



Norths Fitness Membership Terms and Conditons

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MEMBERSHIP TERMS AND CONDITIONS

THIS IS AN IMPORTANT DOCUMENT AS THESE TERMS AND CONDITIONS FORM PART OF YOUR CONTRACT WITH NORTHS COLLECTIVE – PLEASE ENSURE YOU READ IT THIS DOCUMENT CAREFULLY AND UNDERSTAND IT..

THIS FORMS PART OF YOUR CONTRACT.

norths Fitness and *Revolution Health & Fitness* are health and fitness centres owned and operated by North Sydney Leagues' Club Ltd ("Norths Collective").

This document sets out the terms and conditions of your membership of norths Fitness and/or Revolution Health and forms part of your Contract with Norths Collective.

CONTENTS OF DOCUMENT

This document contains 2 sections:

Section 1 – Sets out the formation of the Contract, and the terms and conditions governing membership.

Section 2 – Sets out other key rules, which are displayed on signage around the Club and handouts issued in respect of *norths Fitness* and *Revolution Health & Fitness*.

TERMS AND CONDITIONS OF CONTRACT

1. DEFINED TERMS

- 1.1 **"Contract"** means your contract for membership of norths Fitness or Revolution Health & Fitness and it includes these terms and conditions.
- 1.2 **"Norths Collective, we and us"** means North Sydney Leagues' Club Limited trading as Norths Collective.
- 1.3 **"You and member"** means the member of norths Fitness and/or Revolution Health & Fitness as the case may be.

2. MEMBERSHIP OF NORTHS COLLECTIVE

- 2.1 A member of norths Fitness and/or Revolution Health & Fitness must be a financial member of Norths Collective at all times.
- 2.2 If a member of norths Fitness and/or Revolution Health & Fitness ceases to be a member of Norths for any reason, their membership with norths Fitness and Revolution Health & Fitness will automatically terminate and unless otherwise determined by Norths Collective, you will not receive any refund associated with the termination of your membership of norths Fitness or Revolution Health & Fitness.

3. CONTRACT FORMATION AND COMMENCEMENT

- 3.1 This Contract commences on the date that Norths Collective accepts your application for membership of norths Fitness or Revolution Health & Fitness. In most cases, this will be the date on which you submit your application form to Norths Collective.
- 3.2 You warrant to us that you have correctly completed the application form and supporting documentation (including without limitation any health related forms and questionnaires) and you acknowledge and agree that Norths Collective will rely upon this in considering your application for membership and when providing services to you at norths Fitness and Revolution Health & Fitness.
- 3.3 Norths Collective may immediately terminate this Contract at any time during the cooling off period referred to below for any reason or at any other time, if it becomes aware or reasonably suspects that the application form and/or any supporting documentation have been completed incorrectly or relevant information has been omitted (for example, if you have not disclosed any material health conditions to Norths Collective).

4. COOLING OFF PERIOD

- 4.1 You may cancel this Agreement within seven (7) days of lodging your application form with Norths Collective (**cooling off period**). Your notice of cancellation must be in writing and received by Norths Collective before the end of the cooling off period.
- 4.2 If you validly cancel your Contract during the cooling off period, you will receive a refund equal to the membership fee and any additional amounts paid minus the administration fee and the cost of any fitness services which have already been supplied to you by Norths Collective. If you terminate your Contract after the cooling off period, this clause will not apply and the usual terms of membership cancellation will apply.
- 4.3 Norths Collective may terminate this agreement for any reason during the cooling off period and if this occurs, Norths Collective will refund to the member all amounts which have been paid by the member.

5. COMPLIANCE WITH CONTRACT, CONSTITUTION, BY-LAWS, SIGNAGE AND DIRECTIONS

- 5.1 You warrant to us that:
- (a) you have read and understood the terms and conditions of this Contract, any rules issued by Norths Collective (including the gym rules referred to in clause 34) and the Constitution and By-Laws of Norths Collective; and
 - (b) you have had the opportunity to obtain legal advice on the terms and conditions set out in this Contract, any rules issued by Norths Collective (including the gym rules referred to in clause 34) and the Constitution and By-laws of Norths Collective;
 - (c) you accept and agree to abide by the terms and conditions of the Contract, any rules issued by Norths Collective (including the gym rules referred to in clause 34) and the Constitution and By-Laws of Norths Collective;
 - (d) you will abide by any other rules issued by us (including the gym rules referred to in clause 34) and all other reasonable directions provided by us and our representatives at all times.
- 5.2 You acknowledge and agree that Norths Collective may implement policies and procedures to manage the risk of COVID 19 and you will comply with these policies and procedures insofar as they apply to you.

6. MEMBERSHIP ENTITLEMENT

- 6.1 As and from the commencement of this Contract, you are bound by the terms and conditions of this Contract, any rules issued by Norths Collective (including the gym rules referred to in clause 34) and the Constitution and By-Laws of Norths Collective.
- 6.2 As a member of norths Fitness and/or Revolution Health & Fitness, you are entitled to use the facilities at norths Fitness and/or Revolution Health & Fitness only during the scheduled or specified times and in accordance with the terms of this Contract and any applicable rules, policies and procedures set by Norths Collective from time to time.
7. Memberships of norths Fitness and/or Revolution Health & Fitness are non-transferable and all fees paid by members are non-refundable unless stated in this Contract or otherwise determined by Norths Collective in its absolute discretion.

8. MINIMUM AGES FOR MEMBERSHIP

- 8.1 For Revolution *Health & Fitness*, membership is limited to persons 14 years of age and over.
- 8.2 For norths Fitness, membership is limited to persons 16 years of age and over. All members under 18 years of age must be financial Junior members of Norths Collective.
- 8.3 Unless otherwise determined by us in our absolute discretion, an application for membership by a person under the age of 18 years must be signed by that person's parent and guardian and that signature shall signify their consent to the applicant becoming a member of norths Fitness or Revolution Health & Fitness. s

9. ACCESS AND USE OF FACILITIES AND AMENITIES

- 9.1 A member must present their Norths Collective membership card to access the facilities and amenities of norths Fitness and/or Revolution Health & Fitness.

- 9.2 If a member is unable to present their membership card, Norths Collective may, in its absolute discretion, allow the member to provide one or more alternate forms of identification to access the facilities and amenities of norths Fitness and/or Revolution Health & Fitness (for example, by presenting a valid drivers license).
- 9.3 You must not lend your membership card or otherwise allow any other person to use it for any purpose, including without limitation to access and use the facilities and amenities of norths Fitness and/or Revolution Health and Fitness.
- 9.4 You are responsible for the safe keeping of your membership card. If your membership card is lost or mislaid, you will need to obtain a new membership card and you may, at the absolute discretion of Norths Collective, be charged for the costs associated with issuing a new card.

10. DISCLOSURE OF YOUR PHYSICAL CONDITION

- 10.1 As and from the date of this Contact, you warrant to us that you are in good physical condition and that there are no medical or other reasons as to why you should not undertake exercise or use the facilities and amenities of norths fitness and/or Revolution Health & Fitness.
- 10.2 You warrant to us that you will immediately notify us of any changes to your medical condition after the date of this Contract.
- 10.3 You warrant to us that you will immediately cease to use the facilities and amenities of norths Fitness and/or Revolution Health & Fitness if you are not in good physical condition or there are any other reasons as to why you should not undertake exercise or use the facilities and amenities of norths Fitness and/or Revolution Health & Fitness.
- 10.4 You warrant to us that you will not use the facilities and amenities of norths Fitness and/or Revolution Health & Fitness 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.

11. MISCONDUCT, REFUSAL OF ENTRY, REMOVAL FROM NORTHS FITNESS AND REVOLUTION HEALTH & FITNESS

- 11.1 Norths Collective may, in its absolute discretion, refuse you entry to or remove you from norths Fitness and/or Revolution Health & Fitness at any time without assigning a reason.
- 11.2 Subject to clause 11.3, Norths Collective may, in its absolute discretion, suspend or cancel your membership to norths Fitness and/or Revolution Health & Fitness. If Norths Collective proposes to suspend or cancel your membership under this clause, it will provide you with seven (7) days written notice of this intention and provide you with an opportunity to make a written statement as to why your membership shall not be suspended or cancelled.
- 11.3 Notwithstanding clause 11.2 above, Norths Collective may, in its absolute discretion, immediately cancel your membership without warning if you behave in any way that is risky or seriously inappropriate such as threatening or harassing others, damaging equipment or using, selling or supplying drugs on the premises.
- 11.4 Norths Collective may, in its absolute discretion, commence disciplinary proceedings under its Constitution against you if you breach the terms of this Contract, you engage in conduct which is unbecoming of a member of Norths Collective or you engage in conduct which is prejudicial to the interests of Norths Collective.

12. PAYMENT OF FEES

- 12.1 Membership fees for ongoing memberships and all other fees will be paid by direct debit from a bank account or credit card nominated by you.
- 12.2 Membership fees are paid fortnightly in advance.
- 12.3 You must ensure that:
- your account or credit card can accept direct debits; and
 - you have sufficient funds at all times for the necessary payments to be made;
 - you notify us of a change to your nominated account/credit card at least 10 days before the next direct debit date.

- 12.4 If your payment is not successful on the due date or should you be in arrears in payments, you agree that we may continue to, without notice to you, debit your nominated financial institution account in order to bring your account up to date. You will be responsible for any fees associated with us debiting the account.
- 12.5 Membership fees apply to your membership of norths Fitness and Revolution Health & Fitness only and they do not include any other fees payable to Norths Collective for "extras". For example, members who participate in specialist classes may be required to pay additional fees in order to participate in those classes.
- 12.6 As alternative to a continuous direct debit membership, you may purchase a 6-month or 12-month upfront fee membership option. There are also casual visit passes available. Each of these options of membership requires upfront payment.
- 12.7 Unless otherwise determined by Norths Collective in its absolute discretion, you are not entitled to a refund of membership fees if your membership is suspended or cancelled for any reasons and if norths Fitness or Revolution Health & Fitness are closed for any reason (including those facilities being closed on public holidays or temporary being closed for refurbishment, renovations or to ensure compliance with any laws and public health orders).
- 13. JOINING FEE**
- 13.1 A one-off joining fee may be charged by Norths Collective for all set up costs associated with your membership of norths Fitness and/or Revolution Health & Fitness. This fee is non-refundable.
- 14. OUTSTANDING FEES**
- 14.1 If any amount payable for your membership (including any other fees for "extras") is not paid on the due date, your access to norths Fitness or Revolution Health & Fitness may be suspended by Norths Collective in its absolute discretion until such time as your payments are up to date.
- 14.2 Fees charged by suppliers or financial institutions for late/dishonoured transactions will be recouped by us from you and you will be also charged an additional administration recovery fee by us of \$10 for each outstanding payment.
- 15. TERMINATING YOUR CONTRACT**
- 15.1 You need to provide 14 days written notice to terminate your membership of norths Fitness or Revolution Health & Fitness. Notice must be filled out via an online form on our website or found in a member's account. We may also accept cancellation forms in person. Cancellations over the phone or via facsimile will not be accepted.
- 15.2 The termination notice period involves payment for your final fourteen (14) day's membership. Your membership will be terminated on at 11:59pm on the fourteen day of the termination notice period. Your membership can still be used until it is terminated.
- 15.3 Early termination prior to the end of your minimum term being met will be subject to an early termination cancellation fee. The amount of the cancellation fee payable by you shall be determined by Norths Collective in its absolute discretion.
- 15.4 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 and be approved.
- 16. TRANSFER OF FIXED TERM MEMBERSHIPS BY MEMBER**
- 16.1 Norths Collective may, in its absolute discretion, approve the transfer of a fixed term membership from you to another prospective member.
- 16.2 Norths Collective may, in its discretion, determine the requirements for the transfer of a fixed term membership, including without limitation any transfer fees payable by the Member or prospective member.
- 17. MEMBERSHIP FEE INCREASE**
- 17.1 We reserve the right at any time to increase the fees charged and will use reasonable endeavours to give written notice to your listed email address or home address at least one month prior to the increase.
- 17.2 If membership fees are increased and reasonable endeavours have been made by us to provide you with prior notice of the increase, you hereby authorise Norths Collective to increase the amount of any direct debits to your nominated credit card or bank account.

18. MEMBERSHIP SUSPENSION

- 18.1 Unless otherwise determined by Norths Collective in its absolute discretion, you may suspend your membership for a maximum cumulative period of 8 weeks per calendar year with the minimum suspension period being 1 week.
- 18.2 Norths Collective may, in its absolute discretion, charge you a fee of \$2.50 per week is payable to suspend your membership and it will be charged via the direct debit run.
- 18.3 Suspensions of membership must be applied for in writing and must be handed in at least 2 days prior to the proposed commencement of the suspension.
- 18.4 A suspension is only effective from the date of our written confirmation of the request.
- 18.5 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 and be approved.
- 18.6 Suspension is not available on up-front memberships.

19. CHANGE TO TERMS AND CONDITIONS

- 19.1 We may need to alter the rules as well as the terms and conditions of membership and this Contract including opening and closing hours and the services and facilities offered by Norths Collective.
- 19.2 Except in exceptional circumstances, you will be notified of any changes to these terms and conditions by us giving you five (5) days notice of the changes in writing (which includes placing a notice on any of Norths Collective's websites or on the noticeboards at the facilities).

20. COMPLAINTS AND FEEDBACK

- 20.1 We take all complaints and feedback seriously and we will endeavour at all times to assist you with any feedback and concerns you may have.
- 20.2 Complaints and feedback can be made in person, by completing paper forms which are available at reception or online.
- 20.3 Initial complaints should be directed immediately to the manager of norths Fitness or Revolution Health & Fitness who will endeavour to resolve your complaint. However, should you feel that your complaint has not been resolved, you may wish to escalate your complaint with Norths Collective's Executive Operations Manager.

21. CHANGE OF DETAILS

- 21.1 You must immediately notify us 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.

22. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY

- 22.1 You acknowledge the following risk warnings and agree to the following terms:
- (a) The use of the facilities provided by Norths Collective at norths Fitness and Revolution Health & Fitness are recreational activities which involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others.
 - (b) You engage in any recreational activity (as defined in the Civil Liability Act 2002) at norths Fitness and Revolution Health & Fitness at your own risk.
 - (c) You acknowledge the risk warning in clause 22.1(a) above and that the warning constitutes a risk warning pursuant to the Civil Liability Act 2002.
 - (d) You will conduct yourself in a safe and controlled manner at all times.
 - (e) You acknowledge that norths Fitness and Revolution Health & Fitness are not staffed and supervised at all times.

- (f) You will read all signs and follow all directions given by us, our employees or agents.
- (g) To the maximum extent permitted by law we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you to the maximum extent that we are permitted by law to do so.
- (h) You acknowledge that the facilities and amenities which we provide at norths Fitness and Revolution Health & Fitness constitute "recreational services" as defined in the Competition and Consumer Act 2010. To the maximum extent permitted by this Act, we exclude liability to you for:
- (i) death;
 - (ii) personal injury;
 - (iii) the contraction, aggravation or acceleration of a disease; and
 - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (1) that is or may be harmful or disadvantageous to an individual or community; or
 - (2) that may result in harm or disadvantage to an individual or communityarising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the recreational activities.
- 22.2 You indemnify and shall keep indemnified Norths Collective from and against any claim for any loss Norths Collective may suffer arising from or in connection with your use of the facilities and amenities of norths Fitness and Revolution Health & Fitness, your negligence and any of your acts or omissions.
- 22.3 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 reception during staffed hours.
- 22.4 Whilst in the gym 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 and Norths Collective shall not be liable for any injuries.
- 23. PROPERTY DAMAGE**
- 23.1 You are responsible for any wilful and negligent damages that you cause to the facilities or equipment at norths Fitness and Revolution Health & Fitness, including assuming the responsibility for the costs of repairing or replacing such facilities and equipment.
- 24. CONTRACTORS**
- 24.1 Contractors such as personal trainers may provide services at norths Fitness and Revolution Health & Services and fees for such services are paid directly by you to the contractors.
- 24.2 We take no responsibility for the fees paid to these contractors and we are not responsible or liable for any fees, costs or refunds arising from your engagement with those contractors.
- 24.3 You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for and against any claims or losses suffered by you as a result of an act or omission by a contractor at norths Fitness and Revolution Health & Fitness.
- 25. ASSIGNMENT**
- 25.1 You must not assign any rights or benefits under this Contract unless you have obtained our prior written consent.
- 25.2 We may assign or transfer any rights or benefits under this Contract to a third party at any time without notice to you.
- 26. INTELLECTUAL PROPERTY**
- 26.1 This Contract does not give you any intellectual property rights in norths Fitness, Revolution Health & Fitness, or in any of our facilities, services or products.

27. PRIVACY STATEMENT AND ACKNOWLEDGEMENT

- 27.1 Norths Collective collects personal information from you for the purposes of this Agreement and your membership and access and use of norths Fitness and Revolution Health & Fitness.
- 27.2 Our privacy policy sets out our policies on the management of personal information and a copy of that policy can be obtained on request.
- 27.3 To protect the privacy of gym members no cameras, video cameras or image recording devices of any kind are to be used while at norths Fitness and Revolution Health & Fitness without written permission from Norths Collective's management.

28. YOUR OBLIGATIONS

- 28.1 You acknowledge that the Consumer Credit Code does not apply to this Contract.
- 28.2 If, at any time:
- (a) you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
 - (b) you are unable to pay your Fees, including any instalment of Membership Fees, as they fall due for payment;
 - (c) a cheque received from you is dishonoured;
 - (d) you are or become bankrupt; or
 - (e) your Fees are overdue and are not paid in accordance with this Contract 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.

29. SEVERABILITY

30. If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

31. ENTIRE AGREEMENT

- 31.1 This Contract comprises the entire agreement between you and us in relation to its subject matter and supersedes any prior agreement or understanding on anything connected with its subject matter.

32. GOVERNING LAW

- 32.1 This Agreement governed by the laws of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales

33. SAFETY AND 24 HOUR ACCESS

- 33.1 norths Fitness and Revolution Health & Fitness are available to members 24 hours per day 7 days per week.
- 33.2 Although, subject to the terms of this Agreement, you will have 24 hour per day 7 day per week access to norths Fitness or Revolution Health & Fitness, those facilities are only staffed during advertised staff hours.
- 33.3 Members are unable to bring guests into norths Fitness or Revolution Health & Fitness during unstaffed hours and members under the age of 18 years may only use those facilities in the company of their



parent, guardian or an authorised responsible adult for the member.

- 33.4 If you feel there is a risk to your property, health and/or safety or you have any other concerns regarding usage of the facilities during unstaffed hours, then you must immediately report this to an employee of Norths Collective and where appropriate, press the duress button at the facilities to bring such risks to the attention of Norths Collective's security company.
- 33.5 Norths Fitness and Revolution Health & Fitness are monitored by close circuit television at all times for your safety and the safety of other persons. Norths Collective will comply with all legal requirements in respect of such closed circuit television monitoring. .
- 33.6 In the event of an emergency please follow the emergency instructions on safety board at norths Fitness and Revolution Health & Fitness.

34. **RULES FOR NORTHS FITNESS AND REVLUTION HEALTH & FITNESS**

- 34.1 Norths Collective may, in its absolute discretion, adopt rules for norths Fitness and Revolution Health & Fitness (**gym rules**) and these gym rules shall form part of your Contract with Norths Collective.
- 34.2 Copies of the gym rules are available on request from Norths Collective before and after you apply for membership of norths Fitness and Revolution Health & Fitness.
- 34.3 Norths Collective may, in its absolute discretion, amend the gym rules.
- 34.4 An amendment to these Rules shall come into effect immediately upon the posting of an appropriate notice on the noticeboards at norths Fitness and Revolution Health or by placing a notice on one or more of Norths Collective's websites (www.northcollective.com.au, www.northsfitness.com.au or www.revolutionatseagulls.com.au).
- 34.5 You must comply with the gym rules (as amended from time to time) at all times and you must ensure that you keep yourself up to date with the gym rules.
- 34.6 You acknowledge and agree that:
- (a) Norths Collective may adopt and amend the gym rules; and
 - (b) You have read or had the opportunity to read the most up to date version of the gym rules before entering into this Contract;
 - (c) As and from the date of this Contract, you will ensure that you keep yourself up to date with the gym rules
-