



## Heart and Soul Health Clubs Terms and Conditions

With any Agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through this information to avoid any confusion. Please be advised that these Membership Terms, Conditions and Rules may change from time to time.

### Membership Categories- and terms

**ALL MEMBERSHIPS** - all payments received are non-refundable.

**SILVER**- is a fortnightly continuous payment plan a minimum of 2 full payments must be made. This membership gives you 24/7 access and full use of facilities and unlimited classes.

**LIFESTYLE**- is a continuous minimum of 26 full calendar fortnightly debit membership and cannot be cancelled until 26 payments have been fulfilled. This membership gives you 24/7 access and full use of facilities and unlimited classes.

**GYM ONLY** - is a continuous minimum of 2 full payments. This membership gives you only 24/7 access to the gym. No classes included.

**STUDENT & SENIOR**- is a fortnightly continuous payment plan a minimum of 2 payments must be made and will stay at the student/pensioner rate for only the time that the member can provide proof of student/pensioner identification. Upon expiry of student/pensioner identification the member will be required to pay full rate of current membership options unless proof of student/pensioner identity is provided.

Thereafter membership types will continue to run on a calendar fortnight to fortnight basis until cancelled in line with Heart and Souls cancellation policies.

**Pay in advance memberships** All pay in advance memberships have a start and finishing date all payments received are non refundable regardless of whether member uses the facility or not.

**1. AGREEMENT FORMATION** – An Agreement arises between us once the Agreement has been signed and we accept the Agreement.

**2. CLUB ETIQUETTE**- You must comply with the Rules as set out in club signs and terms and conditions.

**3. MEMBERSHIP ENTITLEMENT**- As a member you are entitled to use the facilities of the Club subject to meeting these Membership Terms. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these Membership Terms. **HOME CLUB** is the club you will be using for 60% or more of your membership. Memberships should be purchased as HOME CLUB.

**4. MINIMUM AGE**- Membership is limited to persons who are at least 14 years of age (unless medical clearance is given). If under the age of 16 years, a parent or guardian must complete your Membership Application. You must be at least 16 years of age to participate in weight-based group exercise or resistance training and it is highly recommended that a program is paid for to develop a suitable program for the individual under the age of 16 years of age.

**5. ACCESS TO CLUB**- As a member you are required to be issued with an Access Card and a photo of you assigned to your card taken by Heart and Soul representative. For some Heart and Soul health clubs a fingerprint scan is required and a safety induction must be completed before first use of club. Entry to the club without a valid Access Card is at Heart and Soul Health Clubs discretion (photo ID will be expected). You must not loan your Access Card or permit its use by anyone other than you. Should you lose your access card you will be requested to purchase another at your cost of \$10 per card.

**6. RIGHTS OF ADMISSION** – We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour that may be deemed threatening or harassing of staff or members including Slander or defamation of Heart and Soul health clubs staff or owners. Any damaging of equipment in the club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. Warnings for any breach of these Membership Terms and Conditions or failure to comply with club Rules or for any other reason we may decide. Any damaging of equipment will incur full charge for the replacement fee of the damages caused.

**7. PAYMENT FEES**- All continuous memberships are paid fortnightly through a direct debit from a bank account or credit card nominated by you.

**8. COOLING OFF**- You have a 'Cooling Off' period of 7 days commencing on the date an Agreement is formed. NOTE: The legal requirement is 7 days. If you wish to utilise the 'cooling off' period to cancel your membership, you are required to request via the website [www.heartandsoulhealthclubs.com.au](http://www.heartandsoulhealthclubs.com.au) in the section available for member variations, that you wish to cancel your membership during your 'Cooling Off' Period. We will cancel your Agreement and refund to you your initial payment less the \$50 administration fee.

**9. CANCELLATION**- You can only cancel your membership after the expiry of the Minimum term. A minimum of 14 days' notice, by 9am on Wednesday before the billing date must be given. Cancellation notice must be given via the website [www.heartandsoulhealthclubs.com.au](http://www.heartandsoulhealthclubs.com.au) in the section available for member variations. We do not accept cancellations over the phone, via email or in the clubs via any staff member at any time. We do not accept cancellations if your membership fees are in arrears including arrears in late payment fees. Where in the case of outstanding fees occurring, fortnightly fees will continue to accumulate and 14 days' notice will not be accepted until all fees including late fees are up to date, paid in full and the minimum term of the agreement has been met. Should you stop your automatic payments in a manner not described in the membership terms and conditions you will be in breach of contract and incur a penalty fee of \$250 on top of any outstanding fees as well as any future fees required to meet the obligation of the term of the agreed contract in full. + a 13.95% daily interest on delayed payment.

Heart and Soul Health clubs do not accept cancellation notice in retrospect.

**10. FAILED PAYMENTS**- All failed payments will incur a cost of \$20.00 for each failed payment that occurs. Heart and Soul Health clubs will attempt to make contact to the member to recover amounts owing in full. Failing to make full payment including late fees and bringing account up to date will result in the matter being handed to a 3<sup>rd</sup> party debt collection agency which will incur an interest fee and all debt collection fees involved to be covered by the member. Members are unable to access the club in the circumstances where any payment is

outstanding. Fortnightly fees will continue to occur and accumulate and request for cancellation to give 30 days notice will not be accepted until fees are up to date and minimum term is met

**11. INVESTMENT INCREASE-** We reserve the right at any time, after a minimum period on an agreement, to increase the fees to be charged, and will use reasonable endeavours to give written notice to the most current address you have supplied at least one month prior to this occurring. You will be taken to have received notices sent to your latest address given to us on the second business day after we post them.

**12. SUSPENSION-** Membership suspension is available for a minimum of 2 weeks to a maximum of 14 weeks/3 months per calendar year (with a fee of \$6.00 for each fortnight that you wish to suspend your membership) provided that all amounts payable for membership dues are paid up to date. Suspension is not accepted via phone or email or in person. Suspensions are only accepted via the website [www.heartandsoulhealthclubs.com.au](http://www.heartandsoulhealthclubs.com.au) in the section available for membership variations. Note - a start date and an end date is required and Heart and Soul Health clubs are not responsible for notifying you that billing has recommenced at the requested end date of suspension.

**13. MEMBERSHIP TRANSFER** – membership is only transferable to a new member. \$50 administration fee applies.

**14. OPERATING HOURS-** The club's operating hours may differ from time to time or change at the discretion of Heart and Soul Health clubs.

**15. CHANGE OF DETAILS-** You must keep us informed of any changes of address, email address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership.

**16. RISK WARNING-** It is your responsibility to ensure that you correctly operate or use any facilities and/pr equipment provided by any Heart and Soul Health Club. Including adjustment of levels or setting equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use.

**17. RESPONSIBILITY FOR DAMAGE-** You are responsible for any damage which you or your guest may cause to the club facilities, and responsible for all costs to replace if such damage is caused by your wilful act or negligence.

**18. PERSONAL TRAINING-** We engage Personal Trainers to provide services to our members. Any claim which you might have as a result of an act or failure to act by such Personal Trainer (whether or not payment has been made to the Trainer) will be brought against, and will be the responsibility of that Personal Trainer and not Heart and Soul. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a Personal Trainer engaged by Heart and Soul Health Clubs.

**18.1 PERSONAL TRAINING-** Heart and Soul Health Clubs Personal Trainers are to provide services to our members. Direct Debit Personal Training is for a minimum period of 3 months and continuous until cancelled via the website [www.heartandsoulhealthclubs.com.au](http://www.heartandsoulhealthclubs.com.au) in the section available for member variations. Paid in Advance Personal Training is nonrefundable regardless of whether the sessions have been used or not. All Personal Training is non-refundable. There is a 24 hour cancellation policy on all Heart and Soul Health Clubs Personal Training, within this time frame you will be charged the full session price.

**19. YOUR PHYSICAL CONDITION-** You warrant and represent on the date of the Agreement, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. You shall not use club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is risk, however small, to other members and guests.

**20. Heart and Soul Health Clubs- Release-** You use the facilities provided by Heart and Soul health Clubs at your own risk and acknowledge that the use of the facility may involve risk of injury, whether caused by you or another party. You release, to the fullest extent permitted by law, Heart and Soul Health Clubs against and from all expenses, costs, liabilities, claims actions, proceedings, damages, judgements and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss damage to property, injury or death to any person.

**21. Variation to memberships** – The cut off for any membership variation is 9am, Wednesday before the billing date.

**22. Billing Schedule** – Heart and Soul Health Clubs billing schedule is available upon request.

**Heart and Soul Health Clubs Indemnity** – You indemnify Heart and Soul Health clubs against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements, and losses of any kind whatsoever that Heart and soul health clubs incurs arising out of caused by attributable to or resulting from any accident, damage, loss, damage to property injury or death to any person caused by you at or in the club or in the vicinity of the club.

#### **After hours and unstaffed hours access-**

Heart and Soul Health clubs grants members only access to its facilities in hours unstaffed.

At no time are members permitted to allow access to non members

Any member that brings a non - member into the club during un staffed hours acknowledges that:

They accept responsibility and liability on their personal behalf for any injury loss damage attributed to the non-member whether or not caused or through the negligence of Heart and Soul Health Clubs. A \$150 non- compliance fee will be charged to the members nominated bank account and or their membership may be terminated or suspended

Security and surveillance

The club premises are under 24 hour camera surveillance for security purposes. By agreeing to the terms and conditions you acknowledge that you will be subject to video surveillance and recording. Video surveillance is limited to the gym floor, group exercise rooms and reception areas and are not within the bathrooms or shower areas.

This surveillance system does not protect you from harm. You must use caution and there are duress alarms available if you feel threatened or should you witness suspicious activity. The club is equipped with a panic button in the case of emergency. Using this un necessarily will result in a penalty fee of \$150.00

**Upholding security**

Under no circumstances are you to let members or non members in to the club as all members coming in to the club must do so through their own access system, doing so may lead to the cancellation or suspension of your membership and or a fee of \$150.00 being debited from the members account. At no time are members to bring non members to the club outside of staffed hours.

Upon entering the club if your account is in arrears your access to the club will be denied until the account is brought up to date.

Upon commencement of membership member must provide a fingerprint scan and photo both taken by a representative of Heart and Soul Health Clubs. and be briefed on safety induction.

You acknowledge that at times this is an unsupervised fitness club and you assume all risks associated with using exercise equipment and exercising alone without the aide and presence of club supervision and or staff on the premises. You understand that there are allocated times where the club is manned with staff should you prefer.

#### **Rules of the Club**

**CLOTHING AND HYGIENE-** Heart and Soul Health Clubs requires that all members and guests to wear suitable clothing (non offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas (excluding wet areas). It is also paramount that personal hygiene is considered when visiting Heart and Soul Health Clubs, so it is appreciated that everyone wears deodorant and is aware of their own body odour.

**TOWELS-** Heart and Soul Health Clubs require all members to use clean towels to lie on when using equipment (including mats) at all times.

**WET AREA USAGE-** You and your Guests may use all wet areas including but not limited to the showers etc. These areas are unsupervised and you use them at your own risk.

**VEHICLES-** Vehicles and their contents, parked in any club car park or elsewhere on the premises of any club are left at the owners risk and the club and/or Heart and Soul Health Clubs will accept no liability for loss or damage.

**ADDITIONAL SERVICES-** Heart and Soul Health Clubs offer additional services at some clubs such as Special Interest classes, Personal Training and Child Care services. These services do not form part of the Agreement and will incur separate fees and have separate agreements.

**EACH VISIT-** Access to the club will only be granted to you upon presentation of your access card and (if required) photo identification.

**GUESTS/CASUAL VISITORS-** Guests and Casual Visitors may enter the club in staffed hours (see club for details) on payment of a fee determined by the Heart and Soul Health Clubs and must sign the Guest Register, complete a 'Welcome to Heart and Soul Health Clubs' form (on their 1<sup>st</sup> visit) and show a form of identification. Guests and Casual Visitors are subject to the Rules and Terms detailed in the Guest Register and Welcome to Heart and Soul Health Clubs form. The number of visits by a guest to a club is at the sole discretion of the Company. All guest and Casual Visitors must be at least 14 years of age.