



**Member Information Document and 24.7 access grant
agreement between 'Beat Fitness & Member'**

General

Sinasi Alak (ABN [41 025 921 532](#)) referred to throughout as 'Beat Fitness Health Clubs', 'Beat Pilates', 'Beat Fitness 24.7', 'Beat Fitness 24.7 & Reformer Pilates', 'Beat Fitness' 'We', 'Us' or 'Our'.

Beat Fitness Health Clubs sells products based on the terms and conditions that are set out below. These terms and conditions can be found on the website in a downloadable .pdf. www.beatfitnessclubs.com

Your use of all information or materials, on this member's information document and contract is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this document meet your specific requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

1. Facilities Terms and Conditions

1.1 I agree to abide by the rules of conduct displayed during the induction, behave in a respectful manner, dress adequately/appropriately for the fitness workout practised and or the gym, use the equipment appropriately and use the services that are displayed within this gym in a respectful manner. Including and not limited to footwear.

1.2 Beat Fitness Health Clubs can terminate any membership agreement without notice for any non compliance of this agreement or any behaviour or action that they deem inappropriate. I understand the remaining membership will be void and non refundable.

1.3 Facilities and services may change without prior notice. Any such changes will not affect the terms of any membership agreement.

1.4 Beat Fitness Health Clubs reserves the right to make reasonable alterations to the facilities provided without notice. Beat Fitness Health Clubs will not be liable for any inconvenience caused by building works and for the provision of essential maintenance services that occur. On occasions when necessary maintenance is required, Beat Fitness Health Clubs, or parts thereof, may be closed. No refunds would be given as a result of closure. This includes public holidays.

1.5 Beat Fitness Health Clubs reserves the right to change or remove any of the equipment, classes or facilities. In such an event notice does not have to be given.

2. Direct Debit Conditions

2.1 I am aware Direct Debit payments are managed and debited on behalf of Beat Fitness Health Clubs by a third party billing company and any/all transaction or dishonour fees are payable by myself.

2.2 I understand that membership rates are confidential between Beat Fitness Health Clubs and myself. I understand rates and discounts should not be shared between members.

2.3 When a debit day falls on a weekend and/or a national public holiday all debits for that weekend or national public holiday, will be processed on the PREVIOUS WORKING DAY.

2.4 I understand that if sufficient funds are found in my account I will be responsible for payment of the debit, plus an additional dishonour fee of \$15.50 for return fees and administrative costs incurred by the selected debiting company Beat Fitness Health Clubs chooses.

3. Beat Fitness Health Clubs 24.7 Terms of use and Conditions

3.1 I understand and accept that if I provide a guest or a non member access to the gym without signing them in, a \$70.00 penalty will apply with or without a warning. As a result my membership may be placed on suspension for a minimum of 30 days and the direct debit fees will continue with access to the facilities during the staffed hours only. I agree and allow these funds to be automatically debited from my bank account nominated for direct debiting or if I have paid upfront from my nominated bank provided or an invoice. I understand that this policy is applicable regardless of whether the person I provide access to exercises or not.

3.2 I fully understand and accept that if I activate a Duress Button or a Personal Duress Lanyard that Beat Fitness Health Clubs management redeems not necessary. I will be charged a \$200 fee which will be automatically debited from my bank account nominated for direct debiting or if I have paid upfront from my nominated bank provided or invoice. Beat Fitness Health Clubs will only use this money to recover the costs associated with false activation of a Duress Button. I acknowledge that Beat Fitness Health Clubs will not be responsible for any costs incurred as a result of Emergency Services being contacted and these funds will be my responsibility.

3.3 I am fully aware that Beat Fitness Health Clubs are equipped with Video Surveillance technology which is recording for the security of the gym and members. The Video Surveillance can be remotely viewed at any time by the gyms operator and/or security provider.

3.4 I understand my guest i bring or myself found damaging equipment, the facilities or misusing the gym, I will be held liable for \$500. Failing to pay the invoice may incur fees of debit collection and legal fees at to which i agree to.

3.5 I understand if my guest or myself found removing items from the premises, matters will be dealt with by the police, and an excess of \$1,000 will be payable by myself. Failing to pay the invoice may incur fees of debit collection and legal fees at to which i agree to.

3.6 I agree and understand only one warning may be given if found leaving the weights, plates and other gym equipment on the floor after finishing my workout. I understand this may incur a fine of \$1 for each kg. I agree the funds will be automatically debited from my bank account or in the form of an invoice. Failing to pay the invoice may incur fees of debit collection and legal fees at to which i agree to. Beat Fitness will donate these funds to a charity of choosing.

3.7 I understand children under the age of 14 are not permitted in the gym area, nor am I permitted to leave children unattended in any area of the gym at any time. Beat Fitness Health Clubs accepts no responsibility for children either bought into the gym or left in the gym by a parent or guardian.

3.8 I acknowledge that I am aware of the inherent risks of injury or ill health resulting from the use of the services and from participation in exercise generally. I agree to participate in all activities at my own risk and responsibility whether supervised or not by staff is at my own risk. I agree to release and hold harmless Beat Fitness Health Clubs of any associated parties from and against all actions, which may be bought by me or on behalf of me in respect of any incident arising out of injury, loss, damage or death caused to me or my property in any way whatsoever including my guest.

3.9. 24 Hour Access is only available to members who hold up to date accounts and whom have an active access key FOB.

3.10 I agree and recognise that I must ask to be provided with a members information document. I fully understand and agree to abide by all of the terms, conditions, policies and instructions contained within this document and any verbal agreement that was in the initial induction.

4. Access key FOB

4.1 I understand if I lose my access key FOB a replacement fee of \$45 will be incurred. 4.2 I understand and agree upon losing my access key FOB, failing to notify the gym may incur a \$500 penalty. I understand If access is granted from my access FOB, damages caused to the premises will incur a penalty of \$2,500 which will be payable by the registered member (Active or Not). The funds will be used to claim the excess for the damages by the insurance company.

5. Membership Cancellation & Hold Policy

5.1 Paid in full memberships are priced at a discounted rate. No early termination option is available, no refund or transfers of any kind on all paid in full memberships or packages, this includes casual visits and any other products.

5.2 I understand I am able to place my membership on temporary Hold. I understand that the hold is for a minimum period of two weeks and a maximum period of two months once per 12 month contract. Requests for temporary hold must be completed at Beat Fitness Health Clubs in person during staffed hours. A paid upfront membership does not warrant a hold.

5.3 I agree and understand that non usage of the gym or its facilities does not warrant early termination and nor does it warrant a refund of any type. I agree that all membership fees are non refundable and any outstanding fees will be payable by the member including but not limited to debit collection and legal fees.

5.4 This contract agreement is not permitted for early termination. A minimum of 12 months must be paid from the start date signed (page 3) by installments agreed via direct debit or upfront. If I choose to early terminate, the remaining months left on my 12 month contract from the date signed will be calculated and invoiced. Any outstanding fees must be paid before a contract termination can occur. I understand any debt collection fees and any legal fees will be payable by the members name listed. (page 3)

5.5 I understand failing to notify a non attendance or failing to cancel within the 10hr notice period via the booking app, A Reformer Pilates casual session fee will incur as an addition for each session. I agree for this fee/fees to be withdrawn from the account details I have provided at any given time. Beat Fitness Health Clubs management may waive the fees at his/her discretion.

5.6 I understand I am able to transfer my membership to another client. The client whom will be taking over my contract must agree to the amount I have agreed to and the remaining duration where applicable. These T&Cs of the contract may not be adjusted once transferred until the contract term has been completed.

6. Hours of opening

6.1 Information in relation to the Centre's normal hours of operation (24hr) and the manned hours of the facilities are available online (www.beatfitness247.com) or at reception. Such hours may be lengthened or shortened at the absolute discretion of Beat Fitness with or without any prior notice being given to members including public holidays. The Centre shall endeavour to give members reasonable notice of change to such hours.

6.2 On occasions when necessary maintenance is required, the Centre, or parts thereof, may be closed. Training and staffed hours may alter on occasions and fees will not be remembered or enable a price decrease of my membership.

7. Physical health of member

7.1 The member warrants and represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that any form of activity would not be detrimental to their health, safety, comfort, well-being or physical condition, the member acknowledges and agrees the facilities or instructors will be waived of any/all liabilities. The member acknowledges that he/she is responsible for their own well-being and safety during the staffed and unmanned hours. In the event of an emergency during the unmanned hours (24.7) they will use the emergency duress lanyard or button to contact the out of hours security.

7.2 An induction is required for all members which will provide how to stay safe during the unmanned hours and any emergency procedures. In the event that a member opts out of an induction they agree that they have done so following reading and agreeing to the following Induction Waiver. This also includes staying staff during unmanned hours. (24.7)

***Induction Waiver:** It is formally noted that you have opted out of induction training and will undertake to consult staff on an ongoing basis in manned hours in relation to the safe use of our facilities and equipment and that you accept responsibility for your own well being during unmanned and staffed hours. This Club recognises the importance of every new member undergoing our induction training. This is carefully designed to ensure that the individual is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment. We strongly recommend each new member to undergo our induction training. It is hereby noted that notwithstanding our clear advice, you are a confident and experienced gym user and have made an informed decision not to undertake induction training. In these circumstances the Club will allow you to use the facilities, provided that you seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise.*