
Membership Agreement

Terms and Conditions

In this agreement:

- a) Motivating Health or MH means Lance Cecil Roberts and Tamara Vida Roberts and/or any other individual or entity who may from time to time hold a proprietary interest in the business known as Motivating Health ABN 44 933 161781
- b) TMP means Treating Medical Practitioner, Physician, doctor, general practitioner or GP

GENERAL TERMS AND CONDITIONS

1. I agree to abide by the rules of conduct, behavior, dress code equipment usage and use of services that are displayed within this gym and that are noted in this agreement.
2. I agree that membership fees are not refundable and I agree and understand that non usage of the gym does not allow for early termination of this agreement nor does it warrant a refund of any type. I also understand that non usage of the gym does not affect any payment terms and conditions of this agreement and that Motivating Health is in no way responsible for my level of usage of the gym.
3. Pausing or holding of memberships is only available to membership with a minimum fixed term contract of 12 months. Pause period can be no longer than 1 month. Pausing service will incur a fee of \$40.00.
4. I understand that if I am on a fixed term membership I am on a discounted membership and there is no mechanism for early cancellation.
 - a. Payments must be made in full either by way of a lump sum to the value of the remaining monthly payments or completion by regular debits for the duration of the agreement.
5. With prior agreement, Motivating Health memberships with a contract term of greater than 6 months can be transferred to another person. A transfer fee of \$40.00 will apply.
6. Motivating Health may at their discretion terminate any membership agreement without notice for any non-compliance of this agreement or any behavior or action that they deem inappropriate.
7. Facilities and services may change without prior notice. Any such changes will not affect the terms of my membership agreement!
8. I understand that under no circumstances are members or visitors to bring children into the gym without the prior permission of Motivating Health. Motivating Health accepts no responsibility for the supervision and safety of any children when they are on the premises of Motivating Health either with or without the consent of Motivating Health. The cost of any damage caused to equipment or premises by children while on the premises either with or without consent of Motivating Health will be charged to the supervising parent or adult.

DIRECT DEBIT MEMBERS SPECIAL CONDITIONS

9. I am aware Direct Debit payments are managed and debited on behalf of Motivating Health by a third party billing company and that I have read the third party billing company's service agreement and fully understand all the points contained within it.
10. I understand that membership rates are reviewed periodically and may increase by an amount not exceeding 10%. This is regardless of the contract amount or contract term. I understand that members will be notified of any rate increases 30 days prior to such increase and notification will be by way of signage within the gym.
11. Some fees are applicable to debits by the third party billing company. (See fees on the direct debit form)
12. For any direct debit memberships 2 clear business days' notice is required in order to stop your membership debit. Failure to do so could result in that next debit payment being made. In which case your gym membership remains valid for the next 30 days. (Cash refunds are not given)
13. If you have a membership contract, debits will continue after the contract date on a month to month basis or until you give notice to cease your membership in accordance with Point 12.
14. Cancellation requests must be received by email to connect@motivatinghealth.com.au

MOTIVATING HEALTH MEMBER ADDITIONAL CONDITIONS

15. I fully understand and accept that if I provide access to the gym for a non-member or a member who has lost or damaged their personal access card, that I risk having my membership cancelled and I risk a penalty of \$250.00 which will be automatically debited from my bank account or credit card. I understand that this policy is applicable whether the person I provide access to exercises or not. I also understand that by granting access to anyone other than the owners of Motivating Health that I become personally liable for any injury, loss, damage or death caused by the non-member that is given access to the gym.
16. I fully understand and accept that if I intentionally activate a duress button or personal duress lanyard with no reason or for a reason that is deemed not appropriate by Motivating Health that I will be charged a service fee of \$250.00 which will be automatically debited from my bank account or Credit Card.
17. I am fully aware that the Motivating Health gym area and external areas are equipped with video surveillance technology which is constantly recording for the security of the gym and that the video surveillance can be remotely viewed at any time by the gyms operator.
18. I acknowledge that I am aware of the inherent risks of injury or ill health resulting from participation in exercise generally. In consideration of participation in activities or use of the Motivating Health facilities I agree to release and indemnify Motivating Health and any company or business associated with them. I agree that I participate in any or all activities at the premises of Motivating Health or run by Motivating Health at alternative premises or venues at my own risk and responsibility, whether supervised by staff or during unstaffed hours.



Lose Weight; Feel Happier, Stronger & more Energized!

- Natural Therapies
- Weight Loss & Detox Centre
- Private Gym
- Private Personal Training

- I acknowledge that I completely understand and accept that I have joined Motivating Health on the basis that it is an unsupervised and un-staffed gym.
- I agree to release and hold harmless Motivating Health and any associated parties from and against all actions, which may be brought by me or on behalf of me in respect of any incident, injury, loss, damage or death caused to me or my property in any way whatsoever while facilities or equipment of Motivating Health.

ADDITIONAL CONDITIONS CONTINUED

- Parking is only in designated visitor spaces or on the road at front of the complex. Parking in the other complex tenant spaces can result in a fine of \$100.00 which will be automatically debited from my bank account or Credit Card.
- Member vehicles cannot be parked within the complex after 7pm week nights. It is also best not to park in the complex on weekends whether the gates are open or not as protocol of the complex is that the last tenant to leave locks the gate and they don't check the gym.
 - To do so may result in your car being locked in when the last tenant leaves.
 - A call out fee of \$100.00 will be automatically debited from my bank account or Credit Card if I am locked in and need the gate unlocked.
- For the comfort of your fellow members a towel must be used at all times. If you have forgotten your towels please wipe down sweaty equipment with the Spray bottles small towels provided.
 - Consider the people using the equipment after you.
- Weights must be returned to the racks after use.
- When training alone in the gym it is advised for your safety to use/wear the duress alarm which is on a lanyard at the entry to the ground floor gym area.
 - The Duress Alarm is activated by pressing both Red Buttons at the same time.
- If the gym is busy please work in with other members or PT clients to share equipment.
 - The correct gym etiquette is to work in together with alternating sets.
 - It is not rude to ask to work in.
 - It is rude to hog the machine.
- Terms and conditions may change at the discretion of Motivating Health. Changes will be notified through the website at www.motivatinghealth.com.au. It is the members responsibility to be aware of any changes.

Signed the Member: _____

Print Name: _____

Address: _____

Email: _____

Mobile: _____ Key Fob No: _____

Date: _____



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