

# NCSRT Fitness Centre

## Membership Terms and Conditions

**Multi-Site Membership:** I understand that if I have purchased a membership that allowing access into our other Fitness Centres this agreement covers all of those sites and the same obligations apply.

**Age restriction:** The minimum age for joining any of the NCSRT Fitness Centre is 14 years. If under the age of 18 years on joining the member must have a parent or guardian present to co-sign this agreement for their membership. The parent or guardian will be liable for outstanding debts of a member under the age of 18 years old.

**Payment Up-Front:** If you have selected a fixed term membership you will pay the membership fees in one lump sum at the time of joining including your key tag.

**Direct Debit:** I understand that by choosing to pay via Direct Debit from my bank account I am committing to a minimum term of 2 months, 1 month membership with a 4 week cancellation period. During your membership you agree you will pay the fee on time, regardless of the number of times you attend the gym. After the 1st month unless cancellation notice is given in writing the membership payments will continue.

It is the member's responsibility to ensure cleared funds are available in their nominated bank account to meet the direct debit payment. If a debit is returned unpaid by your financial institution, the member will be responsible for payment of the debit plus dishonoured fees and administrative costs incurred by Ezidebit. If you have a failed payment, we will debit both the next due payment and any overdue amounts on your next scheduled debit date.

If you have outstanding debts, we will continue to debit your nominated account without notice, until we have received the total amount you owe us. We will make reasonable efforts to contact you and discuss this with you beforehand.

You understand and acknowledge that if you fail to make payment of your outstanding debts within a reasonable time, we may use a collection agency for recovery of funds plus reasonable expenses incurred in the recovery of the debt. This may affect your credit rating. The NCSRT reserves the right to exclude you from all our Facilities until arrears are recovered.

**Upfront Lump Sum:** If you choose to pay an upfront lump sum membership fee and you want to cancel early, you are not entitled to a refund for the remainder of your membership.

**Membership Key Tag:** All Members must purchase a key tag upon joining a membership. Membership key tags are for the exclusive use of the associated member only. Unauthorised use or lending of a card to another or letting a member in whose access card is not working is not permitted; a fine of \$75 will apply for the misuse of a member's key tag. There is a \$20 fee for a replacement membership key tag.

**Membership Cancellation:** You can only cancel your membership if all your payments and fees are paid up to date – including your 4 weeks notice period. If there are outstanding amounts owing you authorise us to deduct the balance owing by direct debit prior to cancellation.

**Membership on-hold:** All memberships can be paused for a maximum 4 weeks per year. If it is for an injury or illness simply supply a medical certificate and we can put it on hold for as long as the certificate states. It is the members responsibility to be aware of when debits will resume after the hold period is ended.

**Guests:** Members must not permit any other person to enter our Facilities whether a member or not. A breach of this clause will result in the payment of a fine of \$75.00, which is a reasonable estimate of the damage suffered by us because of this breach. Members will be automatically charged this amount using the payment details provided and we may immediately cancel or suspend Membership in our absolute discretion. Members must not allow other people/members to use your access tag. If you do, your Membership may be cancelled or suspended. In addition your Membership card may be deactivated and a fee will be charged to reactivate the tag and the fine charged to your account.

**Casuals:** Casual visitors must sign a casual waiver before using our fitness centres or our Sauna and Casuals can only be on in our facilities during staffed hours.

**Children in the Gym Area:** Under no circumstances are Members permitted to bring children into the Fitness Centre unless in the supervised child play area or child NCSRT activities. Nor are members permitted to leave children unattended in the Gym/Café area.

**Video Surveillance:** For security purposes, we use video surveillance equipment to monitor our Facilities. By signing a Membership Agreement, you acknowledge that by accessing our Facilities, you will be subject to video surveillance and recording that will be used for security purposes. Video surveillance is limited to the floor area and entrances only and is not within the walls of the bathrooms or any changing areas. We acknowledge that we will not use any surveillance obtained pursuant to this clause for any purpose other than for the purposes of this Agreement.

**Photography and Filming:** For privacy reasons, photography and filming are not allowed anywhere in our Facilities without written permission from the Facility manager. Members must not take photos or videos of other Members at a Facility without their permission. This includes social media.

NCSRT holds the right to film and photograph in the facility for the purpose of promotional material. Should this take place whilst you are in the facility you will be notified.

**Liability for Property:** NCSRT is not liable to you for any personal property that is damaged, lost, or stolen while in or around a Facility including, but not limited to, a vehicle or its contents or any property left in an open locker. If you or your guest cause damage to our facility or any equipment, you are liable to the Facility for its cost of repair or replacement.

**Drugs and Alcohol:** Use of drugs and alcohol on NCSRT Facility grounds or accessing an NCSRT Facility while under the influence of drugs or alcohol, is strictly prohibited. Any Member found or suspected to be using an NCSRT Facility while under the influence of drugs or alcohol may be asked to leave the premises and have their membership terminated effective immediately and/or authorities notified.

#### **ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS**

I assume all risks of injury and waive the rights to pursue money damages or any other relief of any kind because of anything occurring at or near the Fitness Center's location or any other NCSRT location. NCSRT will maintain equipment and the building via regular equipment checks and building maintenance checks to keep training areas and equipment safe. I understand and agree that the Fitness Centers are unstaffed during certain hours and no employee is on site to help me use the equipment. I acknowledge there is a possible danger connected with any physical activity and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against the NCSRT.

I have read the above Terms and Conditions and by signing this agree to abide by this agreement.

Name: (Please print) \_\_\_\_\_ Ph # \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Sign: \_\_\_\_\_

#### **Parent/Legal Guardian (Member under age of 18)**

I am the parent/legal guardian of \_\_\_\_\_. I have read this agreement and consent to \_\_\_\_\_ entering into this agreement. In consideration of the Fitness Centre accepting \_\_\_\_\_ as a member, I accept responsibility for the obligations of \_\_\_\_\_ under this agreement (including payment of any fees payable under this agreement) if these are not enforceable against \_\_\_\_\_ because of his/her age or lack of capacity or if the member does not have sufficient financial resources to cover his or her obligations under this agreement.

Parent/Guardian Name (Please Print) \_\_\_\_\_ Signed \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

If we terminate this agreement due to your breach, you will remain liable to us for any unpaid amounts due and owing to us under this agreement. Any unpaid amounts will become immediately due and payable. We will also seek reimbursement for any costs incurred by us in recovering any such amounts from you.