



Tone Athletica

Functional Fitness For Women

Membership Agreement Terms and Conditions

1. Things to know at the start of your membership and/or gym use

As a member, or casual user at Tone Athletica, you can use our gym in line with these terms and conditions, including the gym code.

Signing your agreement

You have an agreement with us, and these Terms and Conditions apply when you have signed the Membership Application form or On-Line Waiver and we have accepted it. There is a 7 day cooling off period after your membership is accepted (except in the case of Flexi - fortnightly memberships).

If these Terms and Conditions, or your Membership Application form or On-Line Waiver differ from anything you were told at the gym or over the phone, these terms and your Membership Application form or On-Line Waiver will apply, unless written confirmation is received from a Tone Athletica employee. It is important that you have read and understood all of these Agreement terms and conditions before signing the Membership Application form or On-line Waiver. If you have any questions please ask us.

Paying a start-up fee

We DON'T charge a start-up of membership fee when you join. Hurray!

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 7 days after the Membership Application or On-Line Waiver is signed to correct it.

1.1 Membership Terms

Memberships contain either a "12, 6 or 3 month" or are deemed "Flexi – 2 week" minimum terms.

- "12 month minimum term" means 26 fortnightly , then, unless otherwise advised, automatically renewed for a further 26 fortnightly payments
- "6 month minimum term" means 13 fortnightly payments, then, unless otherwise advised, automatically renewed for a further 13 fortnightly payments
- "3 month minimum term" means 6 fortnightly , then, unless otherwise advised, automatically renewed for a further 6 fortnightly payments
- "Flexi – one fortnight" means fortnightly scheduled payments at the then current Flexi rates – no cooling off period applies

1.2 Membership Renewals

Upon completion of the initial term of the membership:

- The member will receive a renewal notification at least 2 weeks prior to the initial membership term completion date advising that the membership is to be renewed
- The membership will be renewed for the same term and pricing as the then current membership
- Should you wish to amend the term and pricing, please advise Tone Athletica at least 7 days prior to the membership completion date
- Should you wish your membership cease at its completion, just advise via email at least 7 days prior to the completion date

1.3 Suspending your Membership

Members may apply for their Membership to be suspended, subject to 1 week notice.

- 1.3.1 Each member can take up to two fortnightly payments (4 weeks) free suspension per year (calculated from the initial membership commencement date) - a \$10 per week fee applies otherwise.
- 1.3.2 The minimum suspension period is one fortnightly payment, with a maximum of 12 weeks being six fortnightly payments in 12 calendar months.
- 1.3.3 Suspended periods will not count towards the membership's contractual term (including "Flexi" – fortnightly), rather the minimum applicable membership term will be extended by the number of suspended payment periods/months taken.
- 1.3.4 Memberships may not be suspended during the notice period of cancellation (see 1.4 Membership Cancellations).
- 1.3.5 Members on a Fortnightly or Monthly contract payment type will have their suspension fee/s taken via Direct Debit. Members on a Paid in Full contract type must settle their suspension fee/s upfront in advance.
- 1.3.6 Suspending for reasons of illness, injury or pregnancy will be reviewed and leniency may be applied in relation to the fee and notice period. Appropriate medical documentation must be attached to the request for this to be considered.

1.4 Membership Cancellations

Depending on the term of your membership:

- 1.4.1 At the start of the membership, after the 7 day cooling off period has expired, you are not entitled to cancel your membership during the initial term except by following the terms set out in this agreement. The main rules about cancellations are that you can't cancel:
 - during a period for which you have paid (i.e. get a refund – unless you cancel during your cooling off period),
 - during the initial term specified, including membership extensions for suspended payment periods
 - whilst your membership is suspended
- 1.4.2 All cancellation requests must be made in writing at least 7 days prior to the cancellation date (after the minimum term specified). Requests via phone, fax, email or other medium may not be processed unless adequate written documentation is provided in case of a dispute. The date of cancellation will be determined by:
 - the end of the 7 day written notification period or other appropriate documentation plus,

- any suspended payment periods which were added to the initial term
- 1.4.3 The Member takes full responsibility for ensuring that Tone Athletica has received the notification, and should be aware that the notice period will apply from when the notification is received by Tone Athletica.
- 1.4.4 If you have cancelled during your cooling off period please allow up to 10 working days after cancellation to process any refund. Cooling off period begins when the agreement has been signed. Cooling off periods are not applicable to Flexi – fortnightly Membership Agreements.
- 1.4.5 Medical – You may cancel this agreement for medical reasons. Your doctor must provide certification that you're unable to use the gym over an extended period, and that using its facilities and services would impair your health. The cancellation date is determined by:
- the date specified in the doctor's certificate plus,
 - any suspended payment periods which were added to the initial term
- 1.4.6 Relocation – You may cancel or transfer this agreement by giving 7 days written notice if you move your permanent residence 20km from Tone Athletica's location. We will require you to provide information as evidence of your relocation and that it is permanent. The cancellation date is determined by:
- the end of the 7 day written notification plus,
 - any suspended payment periods which were added to the initial term
- 1.4.7 Should a Member be bound by a 3, 6 or 12 month membership agreement, and is unable to use the club for the remainder of the term, the Member may apply to transfer the agreement to another person. The Member is responsible for finding someone to sign into the agreement, who has not been a Member of the Club within the last 3 months. A Transfer Fee will apply as per the Club's current price schedule. Both the existing Member and the new Member must attend the gym to complete the transfer application, which will not be deemed complete until a Membership Application Form or On-Line waiver has been completed and signed by the new Member.
- 1.4.8 A 'Fair play' code is in place to reward member loyalty and encourage usage. Any member can cancel their membership with 7 days notice before the end date of their current fortnightly payment period, with no penalty, if they have used the club a minimum of:
- 3x a week –Unlimited or
 - 2x a week - 3 Day Athlete or
 - 2x a fortnight - 2 Day Athlete

for at least 6 weeks prior to requesting the cancellation.

Seven days' notice is required after the 6 weeks of minimum gym use (as described above) is complete. All data is taken from the clubs member management system. The cancellation date is determined by:

- the end of the 7 day written notification plus,
 - any suspended payment periods which were added to the initial term
- 1.4.9 All other early cancellations (i.e. cancellations prior to the end of the initial/amended contracted period) attract a one off early cancellation charge of 35% of the remaining membership value.
- 1.4.10 We respect and welcome your right to change your mind. However, be aware that should you wish to re-join once you've cancelled your membership, the latest pricing will become effective or there will be a minimum of a 10% increase in pricing, whichever is greater.

1.5 Termination of agreement by Tone Athletica

Tone Athletica may terminate a Membership without notice and with immediate effect where:

- 1.5.1 The Member breaks these Terms & Conditions or the Club Rules, either repeatedly or one serious breach.
- 1.5.2 Any fees remain unpaid after repeated requests for payment by club.
- 1.5.3 The club is of the opinion that the Member is not suitable for continued Membership.
- 1.5.4 The Member puts the health, safety or well-being of staff or Members at risk. All decisions made by Tone Athletica under this clause are final and binding.

1.6 What about your health?

Promising you are in good health

On the day you sign your agreement and each time you use the box, you promise us that:

- you are in good physical condition
- you know of no medical or other reason why you cannot or should not do active or passive exercise
- You will advise staff before the session if this is not the case

Seeking expert advice

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

Telling us about your health risks

If you believe any gym activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice regarding an appropriate exercise program

2 Things to know during your membership and/or gym use

2.1 When do you pay your membership or gym use fees?

Paying for ongoing memberships

You pay fees for ongoing memberships in advance each fortnight, by direct debit from a bank account or credit card. You can pay your fortnightly fees as far in advance as you like, up to the legal

time limits. Using this automated payment system helps to keep our costs, and there for membership fees, as low as possible. Thank you for understanding that it's just too costly to track everyone's manual deposits or cash payments.

Paying for gym Personal Training and casual drop in sessions

You must pay for any Personal Training or casual drop in sessions in advance and prior to the session/s for which you have booked. This can be done via the online shop on the website at www.crossfittone.com.au using credit card or by direct deposit to Belle Health and Fitness P/L at St.George Bank BSB: 112 879; Account: 468 269 540.

2.2 How do membership direct debits work?

Paying every fortnight

We currently use Ezidebit to debit your membership fees from your nominated account on a fortnightly basis, as set out in your Membership Application form or On-Line waiver.

If you use a credit card (including VISA debit facilities), Ezidebit will add the following credit surcharge fees:

- Direct Debit: Free (Yay!)
- Visa, Mastercard: 2.2%
- Amex, Diners: 4.4%

Please note that:

- debit dates are pre-set for each member (i.e. usually fortnightly from the date of your 1st session)
- if one falls on a public holiday, we will debit your account on the next business day
- debits might take up to 5 days to come out of your account.

Meeting your responsibilities

You must make sure:

- your account can accept direct debits (your financial institution can confirm this)
- there is enough money in your account on the payment day and the next 5 days
- you tell us if you are transferring or closing your account, at least 48 hours before your next direct debit
- you tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit

Please tell us and your financial institution if you want to change or stop your direct debits.

Pricing

Pricing is shown on your membership form and published on the Tone Athletica website. We reserve the right to change our prices or your fees at any time. However, we will make a reasonable effort to tell you about this at least 14 days beforehand by writing to the address you last gave us (which may be an email address). We will consider that you have received our letter or email on the second

business day after it is sent. We won't apply a price or fee change, to any period for which you have already made payment.

Where we have made a reasonable effort to let you know about a fee change or you have requested a change in membership type, you authorise us to change the debit amounts from your nominated account accordingly.

Losing your gym access

If you do not fully pay your fees on the due date, we will suspend your gym access until your payments are up to date and you have given us your account details. **We will also charge you a late payment fee of \$10 for a failed payment.** This will be debited from your account, and you authorise us to do this.

Paying your 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 a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at the box
- writing to the address you last gave us

For membership/s in your name, you must make sure that the payment method you choose continues as long as your agreement is in force. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to repay any outstanding debt.

2.3 For how long are your limited weekly sessions valid?

When you have limited sessions per week (i.e. 2 or 3 days per week), they are to be used within the fortnight for which you have paid. Generally, unused session at the end of a paid fortnight, are forfeited.

2.4 What if you want to suspend your membership?

Annual Holidays

You may suspend your payments free of charge from a minimum of 2, to a maximum 4, weeks (i.e. 2 Ezidebit fortnightly payment cycles) per membership year (calculated from the initial membership start date). Suspended periods will not count towards the Membership's contractual term. Rather the minimum applicable term will be extended by the number of suspended payment periods/months taken. See 1.3 – Suspending your membership, for full terms and conditions.

As mentioned earlier in 1.4 Cancellations, you can't get a refund on an already debited payment, so you must let us know before the event that you wish to suspend your payment/s. A little bit of planning ahead of time, can save you some anguish and maybe cash too!

Due to Injury or illness

In most injury cases, you should be able to participate at a reduced level in your sessions. If not, or in the case of illness, the minimum free suspension period is 2 weeks up to a maximum of 4 weeks. See full details and terms and conditions under 1.3.5 Suspending your Membership. Please provide a doctors certificate in these cases. Again, as per 1.4 Cancellations, there are no refunds so the suspension can only take effect from the next scheduled fortnightly payment date and must be notified at least 2 business days prior.

Suspensions - general information

The Box is closed on Public Holidays and some other extended holiday periods. These reduced training hours are already accounted for in the cost of the Tone Athletica membership. Where there are other training interruptions, in extenuating circumstances, please contact Tone Athletica to discuss the possibility of delaying or putting payments on hold, or suspending your membership for a period and cost to be determined.

3. Gym Code

You must follow our gym code. Please read and follow all signs and handouts that tell you what to do. If you don't understand something, please ask for help.

Sessions

All members must train within the allocated time with a qualified coach. Under no circumstance can a client train unattended. There are opportunities in the timetable to do your own training under 'open gym' with the supervision of a coach.

Respecting our equipment

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it.

Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

As a courtesy to other members, please use a clean towel when you use equipment, including exercise mats, and put equipment away after use.

Note also that you must not use a camera in the gym without written permission.

Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. We cannot accept responsibility for any loss or damage to your belongings while you are at the box. If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

Wearing suitable gym clothes

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas. Please bring a towel for your personal use.

Parking

You are welcome to park in the 106 Old Pittwater Rd, Brookvale, carpark at your own risk. We are not liable for any loss or damage to your vehicle or its contents. Please ensure you respect any allocated parking signage (in particular 3A allocated parking).