

Membership Terms and Conditions – From January 2023

Of

Lasseters Health Club

TERMS AND CONDITIONS:

As a member of Lasseters Health Club you may use the club at your leisure at a time that is best for you. Day or night, 24 hours a day, there is no limits on how often you can use the club as long as you have your personal access card with you on each visit. **You may access the club through the main entrance between 6am – 10pm. After 10pm, you will need to enter through the main hotel reception. Staffed hours are 8am – 6pm Monday to Friday and 7.30am – 1.30pm Saturdays and Sundays. There is no staff on public holidays.**

1. MEMBERSHIP OPTIONS:

12, 6 or 3 Month ONGOING Memberships – Billed weekly

If you purchase a 12, 6 or 3 month membership, you are committing to a minimum term of 12, 6 or 3 months of full weekly payments at your agreed rate. After the minimum term the membership will continue to run until you give notification to cancel. (See point 14)

2. START UP FEES:

A start-up fee of \$59.00 is applied when you join. The start-up fee includes your security access card and any administration costs incurred. This fee is not refundable once paid and the amount is clearly stated on your membership billing agreement. If you choose to cancel your membership, but return to the club within six months, you will not need to pay another joining fee. Outside of six months will require a new joining fee at the current rate.

2.1 DEBIT SUCCESS BILL PAYMENT SET UP FEE

There is a **one off payment of \$12.00 paid to Debit Success** to set up and manage your direct debit account. This payment is paid directly to Debit Success along with your first payment.

3. AGE LIMITS:

All members must be a minimum of 15 years old.

If you become a member and are under the age of 18 we highly recommend you to take part in a personal training session with one of our certified personal trainers so we can ensure you are aware on how to use equipment properly and how to exercise without causing injury. We also recommend any members under the age of 18 to only use the gym within our staffed hours and if they wish to use the gym outside of these hours to be accompanied by a supervising adult.

If you are under the age of 18, a parent/Guardian must sign and authorize all documents before club usage can commence. The parent/guardian must be present when signing the document.

If you are 15yrs old, you must be with a parent, personal trainer or guardian at all times.

If you are 16 years old, you may work out by yourself however your parents must sign all terms and conditions and your health screen form.

4. WHEN DOES MY MEMBERSHIP START?

You are officially a member when you have completed your online membership application and we (Lasseters Health Club) have accepted it and received your first payment (Normally 48hrs after joining). After completion of your application, you are able to pick up your card 48hrs after. You are then given access to Lasseters Health Club once you have your card, completed a health screening form and signed these terms and conditions.

5. WHAT IF I CHANGE MY MIND?

For your comfort, Lasseters Health Club offers a 7 day cooling off period for direct debit memberships.

Once we have accepted your agreement and you become a member you have 7 days to cancel in person at your club. We will cancel your membership on the spot. No cancellation fees will be charged, however weekly membership fees paid and any start up fees will not be refunded.

Please note that the 7 day cooling off period does not apply to paid in full memberships.

6. YOUR HEALTH AND WELL-BEING:

When signing our agreement and each time you choose to use our health club you make a promise to us that you are in good physical condition to exercise and that you do not know of any medical or other reasons why you should not be using our club on that day. **A pre exercise health questionnaire must be completed prior to joining the club.**

If you believe that there is any risk to your health and safety from participating in any club activities, you must notify us in writing, with full details. You must also notify us if your medical conditions change after joining.

We may refuse your membership application, until:

1. Your doctor agrees in writing to your club exercise program, or
2. If you have an exercise program certified by medical staff

You will not be able to use club facilities if:

1. You are suffering from an infection, or
2. Have a contagious illness, or
3. A physical ailment, such as an open cut or sore, or
4. If my condition proposes a risk to any other club members

A towel must be used when using the gym to avoid sweat remaining on equipment after use. Close toed shoes must be worn in the gym area at all times.

Signing these terms and conditions acknowledges all points made. Failure to adhere to these points may result in refused access to the Club.

7. MEMBERSHIP FEES:

Your membership fees are deducted on a weekly basis by direct debit by our nominated billing company Debit Success from your nominated account. If you wish to change your membership billing cycle to fortnightly, please call **Debit Success on 1800 148 848**. Further details can be found on your agreement with our chosen billing company, Debit Success.

8. DIRECT DEBITTING:

Debit Success will debit your club fees from your account on a weekly basis, from the date of the first debit. If you wish to change the day or frequency of your debits, please call 1800 148848.

If a payment day is on a public holiday, they will debit your account on the next business day. Please note that debits sometimes may take up to 5 days to come out of your nominated account.

You are responsible for making sure that there is sufficient funds in your account and can honour all debits.

If you are transferring or closing your bank account or if any changes need to be made to your account such as card numbers and expiry date, you must provide at least 48 hours notice.

9. LATE PAYMENTS:

If you do not pay your fees in full on the due date your club access will be immediately suspended until your payments are made up to date. Your access card will not allow you access to the Club. You will also be charged a late payment fee of \$14.95. Any arrears with the late payment fee will debit this from your account on the next payment.

10. MEMBERSHIP SUSPENSION:

You have the right to suspend your membership by **giving one week notice** throughout your agreement with a **minimum suspension of 2 weeks and a maximum of 8 weeks in a 52 week period. This time will be added on to your initial agreement term. Your membership suspension period must start and end on a fee payment day. You will be charged a fee of \$5.00 each week that you suspend your membership for.** Before suspending your membership, all fees must be paid up to date.

Suspending memberships are for the purposes of travel or medical reasons. Copies of medical certificates or travel documents may be requested to be attached to your membership file.

11. YOUR SECURITY ACCESS CARD:

Prior to accessing the club, you must sign the relevant documentation (Terms and conditions and pre exercise questionnaire). You will be issued with your personalized access card when you become a member of our club. When you become a member or when you make your first visit to the club we request that we are provided with a copy of your photo id/driver's license which will be attached to your account. If you lose or damage your access card and require a new one to be issued a fee of \$25 will apply.

Your access card is for YOU and YOU ONLY. Lending of your card is STRICTLY prohibited and if you are caught using another member's card, knowingly letting a non-member into the club or using your card in a manor deemed inappropriate by Lasseters Health Club, it will result in a fine of \$150 per trespasser that gains access to the facility per incident. This includes children and infants. Access to the Health Club will be suspended until the fine/fines have been settled and regular weekly direct debits will continue as scheduled during the suspension of access. In repeat offenses your access will be removed and your full contract will require payment before cancellation without a refund. Please note that this is a member's only club and for your security, only members who have submitted their details to LHC will be allowed access. There are eight CCTV cameras throughout the club which are monitored daily.

12. CHANGING YOUR DETAILS:

You are responsible as a member to keep us informed when your details change, you must inform Debit Success immediately if anything that affects your membership changes such as bank details or contact numbers. 1800 148 848

13. SUGGESTIONS AND COMPLAINTS:

We encourage and appreciate all kinds of feedback as it allows us to resolve any concerns as quickly as possible and improve our service to our members. If you have any feedback, suggestions for the club or a complaint please contact us in whichever way suits you. Speak to a staff member about any suggestions or concerns as they would be happy to listen to your feedback and document it correctly so it can be resolved by the appropriate person. Or drop a feedback form into the suggestions box or send us an email at healthclub@lasseters.com.au

We value your feedback and will aim to get back to you within 24 hours (where possible).

14. CANCELLING YOUR MEMBERSHIP:

We have different membership options to suit members varying needs and timelines. Please choose the correct plan for you. To reward longer membership commitments, a lower weekly amount is billed.

To cancel your membership within term, there is a **one off \$150 charge or the remainder of your membership must be paid in full**. Whichever is the lesser of the two options. After the initial 12, 6 or 3 full months, your membership will then run from one month to the next until you wish to cancel. Your membership **will NOT** automatically cancel after the minimum term.

NOTE: One calendar month notice must be given in writing to the club. Please note direct debit memberships are ongoing. E.g. If you commit to 12 months and you wish to finish your membership on the 52nd week, you must give notice on the 48th week. If no notice is given, it is assumed you wish to continue.

You are only permitted to cancel your membership within the minimum term if;

- a. You genuinely become sick or incapacitated. You must have a valid medical certificate stating that you can no longer exercise. You will not be charged an exit fee.

- b. You become bankrupt. You must provide supporting documents of this and will not be charged an exit fee.

When you cancel your membership, you must pay any outstanding fees that are outstanding on your membership.

15. MEMBERSHIP TRANSFERS:

You are permitted to transfer your membership to another person provided that the transferee completes a **new** 6 or 12 month membership **at the current membership rates, not the outgoing member's rate**. The new member is required to pay **\$25 for a new card and there is no cost for you if you are outside your minimum membership term. IF you are inside your membership term, you will be charged a \$50 transfer fee**. The person transferring needs to supply the new person's name and email address. Once the new member joins, the existing member's membership will be cancelled down. It is the transferring person's responsibility to follow up the new joining person until they have confirmed that they have joined. The outgoing member's membership will only be cancelled once the new person joins. If the new member joins 24hrs before the outgoing member has a payment scheduled, there is a possibility that that payment will not be able to be stopped.

The new member is required to pay the current weekly rate at time of joining.

16. CAN THE TERMS OF MY AGREEMENT BE CHANGED?

Terms and conditions may be changed without notice. Current terms and conditions will be available on our website www.lassetershealthclub.com.au or can be obtained upon request from reception.

17. WHAT HAPPENS IF I BREAK THE CLUB RULES?

We can refuse entry to anyone, including members. If you act unreasonably, abuse equipment or facilities or break any of these terms and conditions, we may warn you that you are at risk of having your membership cancelled or cancel your membership if we wish. If you continue to break the rules or behave in the same way we may cancel your membership immediately without refund. Any other behaviour deemed inappropriate by Lasseters Health Club may result in your membership being cancelled without refund.

Bringing a guest without payment or outside of staffed hours without prior approval will result in a fine of \$150 per trespasser per event. Lasseters Health Club reserves the right to automatic ally cancel your membership.

18. GYM ETIQUETTE:

All members are to use a towel whilst working out. If you do not have a towel, you must hire one from reception for a fee of \$2. All machinery must be cleaned and wiped down after use using cleaning products provided. Swearing and inappropriate language is not something we tolerate in our club and we will take action against it. We will immediately terminate your membership agreement if we find you harassing or threatening anyone inside our club, damaging our club or its equipment, using illegal or performance enhancing drugs or providing instruction to other members where you are not authorized.

18.1 SAUNA:

The sauna is uni-sex so please make sure that when using the sauna, you are dressed appropriately and act in a decent manner at all times. Female members must wear a minimum of a bikini or towel covering both top and bottom. Men to wear shorts or swimming togs. Failure to adhere to these conditions may result in termination of your membership. Please do not add oils to the sauna rocks as it damages the elements. And will result in the sauna becoming out of action.

18.2 CHILDCARE:

You may book your children into the childcare room up to 48 hours in advance. E.g. Monday for Wednesday morning and Thursday for Monday morning as weekend days are not counted. Children may commence care after the parent has read, understood and signed the childcare rules. If your children do not adhere to the rules and are deemed to be dangerous to other children, we reserve the right to refuse further bookings. Failure to turn up for your booking will require the parent to pay the nominal fee. **Children are to be between the ages of 6 months to 8 years only.**

19. DAMAGE TO THE CLUB:

If we find you are responsible for any intentional damage or vandalism to the club you will be held responsible and will be required to pay for any damages and/or cleaning.

20. CLOTHING:

All members and guests of Lasseters Health Club are required to wear suitable clothing and enclosed sports shoes at all times. Clothing that displays offensive images or inappropriate advertising is not allowed.

21. GUESTS:

Guests are permitted to be brought into the club for a daily fee of \$20 **during staffed hours only**. This is to be paid at reception. Members must note that their guests must be over the age of 16, enter and leave the club with you and sign into the guest register at reception on each visit. They must also fill in a pre exercise questionnaire before exercising.

ANY MEMBER WHO GIVES UNAUTHORIZED ACCESS TO THE CLUB TO A NON MEMBER WILL BE FINED \$150 PER TRESSPASSER PER INCIDENT AND MAY RESULT IN TERMINATION OF THEIR MEMBERSHIP.

22. RESTROOMS, LOCKERS AND SHOWER FACILITIES:

Please use the restroom and shower facilities in an appropriate manner. Please do not leave your personal belongings in the lockers as they are only for use whilst you are using the club. Be considerate of others and our environment when using the showers.

23. SAFETY AND SECURITY:

If you have a security issue or believe you have lost or had an item stolen in the club, please notify staff ASAP so we can check the cameras. Outside of staffed hours, please see the Hotel reception.

For your safety when exercising outside of staffed hours, a fixed duress button can be found by the wall by the TV's in the Cardio area in case you experience any discomfort or emergency during unstaffed hours.

24. ACKNOWLEDGEMENT RELEASE AND ASSUMPTION OF RISK:

ACKNOWLEDGEMENT OF RISKS, INJURY AND OBLIGATIONS

As a member of Lasseters Health Club you are to acknowledge that the activities you undertake have potential dangers and by participating in them you are exposed to certain risks. You are also to acknowledge and understand that whilst participating in and such activities:

1. Staff are not on site and supervising 24 Hours a day, Lasseters Health Club have staffed and non staffed hours in which you can exercise;
2. The consumption of alcohol prior to and during the use of our facilities increases the risk of causing injury to yourself, increases the risk of causing injury to others and possibly death. If you have been drinking or are under the influence of drugs, you will be asked to leave the premises;
3. The activities may cause physical or mental injury or possibly death;
4. Any physical conditions you may have, of which you may or may not be aware, of which you may or may not have disclosed to staff when becoming a member, may be aggressive or worsened by your participation;
5. Whilst we offer keyless lockers with secure pins and have CCTV cameras for your safety, you must take full responsibility for your personal property which may be lost or damaged;
6. The conditions in which activities are conducted may vary without warning;
7. You may be injured or your property may suffer damage as a result of the negligence or breach of contract of other Lasseters Health Club or other members;
8. Other persons that are participating in such activities may cause injury to you or damage your property;

You assume the risk and responsibility for an injury, illness and death, the loss or damage of property resulting from your participation in any activities.

24.1 POOL USE

Acceptance of this agreement acknowledges that you are responsible for your own safety when using the pool. The pool will not be continually monitored. Please do not use the pool if you are not a confident swimmer or familiar with water safety.

Pool hours of use are from 6am – 10pm daily.

RELEASE AND INDEMNITY TO LASSETERS HEALTH CLUB

In consideration of your payment of your membership (or your guest visit) you agree to release and indemnify Lasseters Health Club as follows:

-You participate in the activities at your sole risk and responsibility.

-You release and indemnify Lasseters Health Club from and against all and any claims which may be made by you or on behalf of you by other parties for or in respect of arising out of any injury, loss, damage or death of and to me or my property whether by negligence, breach of contract in any way whatsoever.

You also agree that in the event that you are injured or your property is lost or damaged, you will bring no claim, legal or otherwise, against Lasseters Health Club, in respect of that injury, loss or damage.

If you have any questions about these terms and conditions, please do not hesitate to contact us:

Tel: 08 8950 7706

Email: Healthclub@lasseters.com.au

Web: www.Lassetershealthclub.com.au

I _____ understand and accept the above terms and condition 1 – 24.1.

Signed _____

Date _____ 2023

Consultant Name _____ Signature _____

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Signed _____

Date _____ 2023

Consultant Name _____ Signature _____

CONSULTANT CHECK-LIST

Is the newly joined member aware ...

- Of their selected **minimum term** and that the membership will continue indefinitely if a cancellation request isn't sent in via email?
- That in order to **cancel** their membership, they need to email the Health Club providing **30 days' notice**?
- That if they choose to **close** their membership down **within their minimum term** contract, they will need to provide 30 days' notice plus pay a **\$150 early cancellation fee**?
- That in order to **suspend** their membership they need to email in with the dates that they are away, with at least a **week's notice via email**?
- That **bringing a guest outside of staffed hours** without prior approval will incur a fine of \$150 per trespasser that gains access to the facility per incident. This includes children and infants. The member's access to the Health Club will be suspended until the fine/fines have been settled and regular weekly direct debits will continue as scheduled during the suspension of access. In repeat offenses your access will be removed and your full contract will require payment before cancellation without a refund.
- That in the case of an **emergency**, hitting the **button** at the front of the gym where the recumbent bikes are, will alert security and surveillance
- Of where the **defibrillator** is.
- Of where the **First Aid Kit** is.
- The **Group Fitness Schedule** is regularly updated to our website and pinned to the top of our Facebook feed?
- That on Saturdays, at 12:30 pm, there is a **complimentary Gym Session** with a personal trainer to help members familiarise themselves with the equipment and build a workout routine.

Consultant Name _____

Date _____