



THE MEMBERSHIP AGREEMENT

1. Transfers and Refunds

1.1 All memberships are non-refundable however they can be transferred for a fee of \$35.00. The new member must be eligible for the transferring membership. Written consent from the transferring member must be produced on transfer. Members are responsible for finding a suitable person for the transferring membership if they choose to.

2. Cooling off Period

2.1. A 48-hour cooling off period applies from the time of signing the agreement. The payment that we have already received will be kept and no further payments/fees will be charged. Your agreement will be terminated. Cancellation requests must be received in writing to the membership's office.

3. Member Obligations

3.1. I acknowledge that failure to use the products and/or services outlined in this agreement does not remove me from the obligation to meet the agreed membership payment schedules.

3.2. To pay any and all memberships dues on time, when due as per your payment schedule.

3.3. Inform us in writing with 15 days prior notice of your request to cancel your membership.

3.4. To retain, for your records, a copy of all paperwork sent electronically in relation to your membership.

3.5. Present your membership card at reception upon entry. Failure to present a valid card may result in being refused entry or required to purchase a replacement card for a \$10.00 fee. Lost and damaged cards are also \$10.00 to replace. Membership cards cannot be used by anyone other than the member who the card is assigned to.

3.6. Inform us in writing with 15 days prior notice of any changes to your contact details or billing information that you have provided us, or preferably change via your Perfect Gym member portal. We cannot be held responsible for communication not received. We will always acknowledge receipt of any communication informing us of changes if you do not receive acknowledgement, we have not received it. Be aware that memberships are individual and any changes need to be requested for each person.

3.7. All members and guests are to follow the Centre's Code of Conduct at all times including but not limited to towel use and covered footwear when using all equipment. Management reserves the right to refuse entry and membership at their discretion. Inappropriate conduct or behaviour toward staff, members or guests will result in membership freeze or cancellation without refund.

3.8. To notify management of any existing health conditions or at any time, notify management of any changes in or developing health conditions.

3.9. Members under the age of 18 are required to have a legal guardian present upon joining the centre or utilising the centre casually (day pass, weekly pass). Alternatively written permission must be provided electronically before allowing access.

3.10. Bookings for all classes are essential and must be made through your member portal. Members are to cancel any bookings made that they cannot attend. Cancellations are to be done through the member portal up to 30 minutes before the class commences. Any later and cancellations must be made



via phone call to reception. Failure to do this more than twice in one week will result your bookings being blocked for the next 7 days.

3.11 Kids Zone must be booked prior to arrival and is subject to availability. Bookings are exclusive for parents who are members or using the facilities services. In the event of a no show, parents are required to pay any outstanding fees.

3.12 Children are required to be actively supervised while onsite at all times.

3.13 In the event of a full centre forced closure, excluding public holidays, all memberships will be frozen with no money debited during the closure period at the discretion of management. Memberships will not automatically be cancelled. Cancellation requests are to be submitted with 15-days written notice of this intent to the membership's office as per point 7.1.

4. Prepaid Memberships

4.1. Prepaid memberships are required to be paid in full at the time of joining. No part payments will be accepted and no balances are permitted to be outstanding on accounts.

4.2. Prepaid memberships are non-refundable. Unless extenuating circumstances apply, refunds are then at the discretion of management.

5. Direct Debit Memberships

5.1. ALL Direct Debit memberships are fortnightly ongoing with a minimum specified commitment period of 2 months. This is the equivalent of 4 full fortnightly payments at your membership rate.

5.2. In the event that communication is not received from you at the end of your initial term – the membership billing will continue until you notify the memberships office per point 7.1.

5.3. The centre joining fee in addition to the first fortnight's membership fee is required to be paid in full at the time of joining.

5.4. Regardless of your joining date your first deduction will be as noted on your membership agreement and thereafter, payments will be deducted every fortnight. Please note that if the direct debit date falls on a non-banking day, or due to unforeseen circumstances, we will direct your financial institution to debit your account on the following banking day. If you are unsure of the day, you should contact our memberships office.

5.5. Correct and current bank account or credit card details must be supplied at the time of joining and updated immediately with the centre if any changes occur.

5.6. To ensure adequate funds are in your account for debiting each fortnight, any default will result in an overdue fee of \$15.00 per membership being charged to you in addition to any collection costs incurred by the centre or your membership being cancelled. If a payment default occurs and is not paid by the time the next direct debit goes out it will be double billed including any default fees, and any request to cancel will be delayed until the arrears are cleared.



6. Membership Freeze

6.1. Direct debit and 12 month upfront memberships can be frozen for a minimum period of 2 weeks and is flexible thereafter. You can have multiple freezes but cannot exceed 20 weeks within a calendar year for Direct Debit Memberships or annually within your membership renewal date for Pre-paid Memberships .

6.2. A 28 cent/day freeze fee applies to all centre memberships (Payment to be arranged via your member portal). Minimum freeze time is 2 weeks. Your fortnightly payments will be automatically adjusted and debited for the freeze fee and any pro-rata membership payments.

6.3. If the freeze is due to illness or injuries, no admin fees will be charged but a doctor's certificate with correct dates to reflect the freeze request must be provided. This is also the only time we are able to do a backdated freeze for lost time due to illness. Any request for backdated freeze time must be made within 30 days of your return date stated on your medical certificate. You must see the memberships office in either case, these cannot be processed via your member portal.

6.4. All membership dues must be up to date before a freeze can be applied. If you have outstanding payments, we will not accept your request for a membership freeze.

6.5 Memberships freeze's can not be done over the phone.

7. Membership Cancellation

7.1. This membership will continue after the initial term finishes, unless you end the membership by submitting 15-days written notice of this intent to the membership's office. This cannot be submitted via your member portal. Any payments due within this period will be charged in full at your nominated direct debit amount– we will not direct debit part payments. Your membership is not considered 'cancelled' until you receive written confirmation that it is from the membership's office and all payments are cleared. Any defaulted payments will result in the membership continuing on.

7.2. Cancellations cannot be processed whilst the membership is on freeze. The freeze must be completed/removed and the 15 days notice will only start then, there will always be one final payment. Any payments due within this period will be charged in full at your nominated direct debit amount– we will not direct debit part payments. **Cancellations are confirmed by email only.**

7.3. Should you need to terminate your direct debit membership inside your initial period, an early termination fee of \$75.00 per membership will be payable as a contract break fee. However, in the case of permanent sickness or physical incapacity, an early termination fee of \$35.00 will apply along with written confirmation from your Doctor. An early termination fee of \$35.00 will be payable as a contract break fee for Kids Zone membership's.

7.4. Management reserved the right to change dues or offerings with 15 days' notice, as Centre needs dictate.

8. Safety, Maintenance & Service Demand

From time to time the Runaway Bay Sport and Leadership Excellence Centre may be required to make changes to the operation of the premises, these may include:

8.1. Changing the opening and closing times depending on the season.

8.2. Changing the availability of facilities or service within the centre due to events.



8.3. Closing off part or full premises or equipment for maintenance, safety reasons or upgrades of equipment.

8.4. Changing Conditions of Entry or the Centres Code of Conduct. Where this occurs the Runaway Bay Sport and Leadership Excellence Centre will provide reasonable notice in advance.

8.5 It is a requirement that minors under the age of 13 are to be actively supervised at all times whilst on site. If this is not possible, Children must be pre-booked into Kidzone as per point 3.11.

9. Disputes

9.1. If you believe there has been an error with your account, contact us immediately on (07) 5500 9988 and confirm this with a written statement and include any supporting evidence with your claim so that we may address the issue and resolve it quickly.

9.2. When submitting cancellation requests, ensure you receive confirmation of this from memberships office within 48 hours of your initial request. Claims to the contrary will not be accepted retrospectively if the above terms and conditions have not been followed.