



## MEMBERSHIP TERMS AND CONDITIONS

### INTRODUCTION

1. Thanks for joining the S3 Performance community. S3 Performance is the social media name of the S3 Health and Fitness company. The basic membership terms and conditions explain how we want the relationship to work. If you have any concerns or issues about the services offered, you can contact the owner/manager of S3 Health and Fitness using the details below.

Aiden Thomas – info@speedstabilitystrength.com

2. Our goal is to deliver outcomes that move our members towards their agreed goals. The legal information is below. Thanks for being part of our performance community. Some of the words in this agreement have specific meanings and those are defined at the end of the agreement.

### HEALTH & SAFETY

3. When you become a member and each time you use the gym or participate in a class, you must ensure that:

3.1. you are in good physical condition and know of no medical or other reason why you should not exercise, that you have not disclosed.

3.2. you do not have any undisclosed physical, medical, or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of:

3.2.1 participating in exercise; or NOTE: If unsure about any of the matters set out above, you should not use the gym or participate in a class until you have been given the go-ahead by an independent medical adviser.

3.3. You must not participate in a class if:

3.3.1 you have an infection, contagious illness, or physical ailment, such as an open cut or wound

3.3.2. there is any other risk, however small, to other members and guests.

3.4. You expressly agree that participating in strenuous physical activity may not be suitable for all persons. Use of any item of equipment without instruction or contrary to instructions from an instructor is unwise and you agree NOT TO DO IT. Acting imprudently may result in injury or death.

3.5. You agree to give us all relevant personal, health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our pre-exercise consultation. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.

3.6. You accept the information you give us will be relied on as being true and accurate. This will inform the training activities planned and if misleading in any way we are not responsible for an adverse outcome.

3.7. We may suspend or cancel your membership if we have reason to suspect that you have not complied with these principles of disclosure.

## **PRIVACY**

4. When you apply for membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:

4.1. transferred to and stored on our computing systems (this may include cloud systems);

4.2. disclosed to and used by S3 Health and Fitness for the purpose of statistical analysis.

4.3. By agreeing to these terms, you consent to us collecting, using, disclosing, and dealing with your personal information in accordance with the terms and our privacy policy. In particular, you consent to the transfer and storage of your personal information to the S3 Health and Fitness computing systems.

4.4. You can access our privacy policy by contacting us in writing at any time.

4.5. You must tell us if you have a change to your health that may impact training. Also, if your contact or payment details change.

4.6. You agree that photos, films, videos, or audio recordings are sometimes taken of members for promotional purposes. We will not use those images unless you agree (unless you appear incidentally in the back of a sequence or similar). If you agree to being recorded that agreement allows us (for any legitimate purpose including marketing) to promulgate that recording.

## **FEES & TERM**

5. The fees you have to pay, and the term of this agreement are set out in the details.

6. If you fall behind in payments, your membership may be suspended, and you could be refused access to the gym until payments are up to-date.

7. Your membership may also be terminated if any fees remain unpaid for an extended period. You will still be liable for all unpaid amounts.

8. If you pay any fees, by direct debit, you will be provided with a copy of the direct debit payment agreement.

9. By nominating a credit or debit account, you authorise us, to deduct from that account all fees and other charges you are responsible for under this agreement.

10. You must keep your account details up to date and ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited you may be in

default. In the event a regular debit declines, the system will attempt to charge the account again every 24 hours until successful.

## **YOUR RESPONSIBILITIES**

11. If you behave in an unacceptable manner, for example you threaten or harass others, damage equipment, distribute or use illicit substances or the like we can direct you to leave the gym and can cancel your membership. If the actions are sufficiently unacceptable and we believe them to be unlawful or dangerous to others you may be banned from the gym, and we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss, or damages you agree to pay for these. If any of this occurs, you agree the information can be shared with other gyms in the S3 Health and Fitness group and they can rely on that information to refuse or also cancel membership.

11.1. Our instructors are obliged and expected to treat health and safety as the priority. You agree you will follow any reasonable instruction that relates to your safety or the safety of others.

11.2. Gym rules apply to everyone attending the gym or participating in an activity off site but controlled by S3 Health and Fitness. You agree to abide by them. If you do not understand them, ask. If you break the rules, we will advise you of the issue and endeavour to provide a reasonable and proportionate response (that could mean being expelled and membership cancelled but for minor failures is more likely to be a warning).

11.3. Any failure to follow the rules that amounts to a safety issue in our view will be recorded on your client records. Continued infractions will be treated as an escalation and the S3 Health and Fitness response may reflect that. In regard to safety, equipment operation and conduct in the gym or a S3 Health and Fitness offsite activity you agree to follow any reasonable direction of a member of gym staff.

11.4. If your failure to follow the rules causes injury or loss to another member or the gym you agree to indemnify S3 Health and Fitness for any costs that flow from your action or inaction which is contrary to the rules.

11.5. If you are not sure how to operate any equipment, you agree you will ask an instructor or another staff member before you use it.

11.6. You agree to pay for any loss or damage to the gym and its equipment caused by you, as long as it is reasonably established it is a result of your breach of this agreement.

11.7. S3 Health and Fitness will take reasonable care to protect your valuables, but it is a gym, not a bank. You are liable for the goods you bring to the gym or an offsite activity. It is generally prudent NOT to bring expensive items to the gym, as they are likely to be unattended.

## **COMMERCIAL ACTIVITY**

12. The gym is a business; you agree you will not undertake or promote a competing business while in attendance.

## **SUSPENDING YOUR MEMBERSHIP**

12.1. You may suspend your membership if for some reason you are not able to attend the gym for an identifiable period. S3 Health and Fitness allows suspension without penalty (as long as you are up to date). In any 12-month period you may freeze your membership 4 times for up to 4 weeks for all periods combined.

12.2. If you are going for a longer period, we may agree to freeze your membership for more than the period above. Just let us know and provide a sound reason.

## **CANCELLING YOUR MEMBERSHIP**

13. We do not want you to go, but if you can't use the gym for any sound reason (e.g. chronic illness, moving or the like) let us know in writing and we will cancel your membership. Some level of supporting documentation may be requested.

14. If you cancel under the above clause, you will remain liable for fees incurred to the date of cancellation.

15. A cancellation fee is payable if you want to cancel your membership for your convenience during the term of your agreement. The fee is half the remaining balance of the fixed term of your membership agreement.

16. If your agreement is for a fixed term, it will continue after the end of that term unless you tell us otherwise. In that circumstance your membership will be weekly, and any fees and charges will be adjusted as the general fees charge for the gym from time to time. To cancel that continuing agreement send us an email and the term will end at the next anniversary of the current period.

16.A. If you are on a 28-day trial/challenge or any FREE trial you have the opportunity to terminate your contract anytime, once you have completed the challenge/trial you decide if you want to become a full-time member or not. If you do become a member, we have a commitment plan of 24 weeks training. PLEASE NOTE- any participant of a trial or challenge doesn't have to continue after the trial/challenge period- simply email [info@speedstabilitystrength.com](mailto:info@speedstabilitystrength.com) during your trial period to let us know you don't want to continue. Once you are a full paying member you can suspend your membership during the 24-week period but you will be required to complete 24 weeks of a paying membership at S3 Health and Fitness before terminating your contract.

16.B. Once you are on an ongoing member, you are required to give 28 days notice for any cancellation of your gym membership. If you wish to cancel your membership you need to email [info@speedstabilitystrength.com](mailto:info@speedstabilitystrength.com) and sign the cancellation document.

## **TERMINATION**

17. S3 Health and Fitness maintains the right to terminate membership and return the unused portion of any fees paid if you breach these terms. If the issue can be fixed and you do so in a reasonable time to the satisfaction of S3 Health and Fitness the termination may not proceed. In the event of a serious breach of these rules the membership may be terminated instantly by S3 Health and Fitness.

18. In becoming a member S3 Health and Fitness relies on your undertaking that you're not bankrupt or insolvent and are able to pay applicable fees at the time of signing. You agree that you will tell us

promptly if you believe you will be unable to pay your fees for an extended period. We reserve the right cancel your membership if you become bankrupt or insolvent.

## **OUR LIABILITY**

19. If you agree to these terms, you agree, to the extent allowed by section 139A of the CCA, to exclude or modify our liability to you for death or injury from our failure to comply with ACL guarantees. This exclusion does not apply if your death or injury is caused by our “reckless conduct” (as defined in the CCA).

20. Nothing in this Agreement excludes, restricts, or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

## **GUESTS**

21. As a member you can bring a friend however, you are:

21.1. Responsible for their behaviour, (in effect if they break equipment or the rules you are responsible) and

21.2. Any relevant fees for the guest.

22. Each guest agrees to and must otherwise comply with these rules and behave as do the other persons at the gym.

## **GENERAL LEGAL MATTERS**

23. We endeavour to operate for all of the published hours but are not responsible if members cannot use our gym because of an event outside our control (e.g. fire, flood cyclone, civil riot, road closures etc). If access continues past 7 days then either you or we can cancel this agreement immediately by written notice and no fee will be applied to the period access was denied in excess of seven days.

24. If a court decides that part of this agreement is not enforceable for any reason that part is of not to be enforced but the remainder of the agreement remains in operation.

25. The option to exercise a right under the agreement resides with S3 Health and Fitness and is not waived if it is not enforced. All rights that reside with S3 Health and Fitness under the agreement are discretionary.

26. This agreement is to be interpreted in accordance with the laws of NSW, and if there is a disagreement about what the agreement means it will be a court or tribunal of that State that shall decide the rights of the parties involved.

## **DEFINITIONS**

ACL means the Australian Consumer Law.

Administration fee means any reasonable administrative costs incurred by us in relation to a membership.

Agreement means this agreement, comprising of the details and the terms.

Biller means the gym you have joined.

Cancellation fee means an amount equal to 50% of the balance of your fees for remainder of the term of your agreement.

CCA means the Competition and Consumer Act 2010.

Class or classes means an exercise class conducted at a gym.

Details means the details of your membership, as set out in the Online Booking System.

Direct debit payment agreement means the periodic billing agreement you enter into with our third party biller for periodic billing services.

Fees means the fees payable for a membership.

Gym means the S3 Health and Fitness gym you signed up to join.

Gym rules means the rules referred to in clause 5.3.

Guest means any person who attends the gym who is not a member.

Instructor means any person who is instructing or assisting with the instruction of a class.

Member means a person who holds a membership for the gym.

Membership includes an annual membership, half year membership, month to month membership and a multi pass membership.

Online booking system means the online booking system whereby members can view and select a class to attend and purchase a membership.

Pre-exercise questionnaire means the questionnaire or other screening we may require you to answer before using the gym or participating in a class.

Terms means these terms and conditions.

“us”, “our” or “we” means the gym to which you have agreed to become a member.

“you” means the member subject to this agreement.