

Membership Agreement



MEMBERSHIP TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE ACCEPTANCE. Before you accept your membership agreement, please take the time to read it carefully; it outlines your rights and obligations as a member of The Northside Hub. Only accept your membership agreement if you understand and agree to all of the terms and conditions of this agreement. By accepting your membership agreement you agree that you were given a copy of the Membership Terms and Conditions, and that you have read through these Terms and Conditions prior to accepting your membership agreement.

Fees - 'Cancellation Fee' refers to the fees payable for terminating your agreement (other than the cooling off period, or because of your physical incapacity or permanent illness). It relates to the membership or package agreement contract. 'Joining Fee' refers to the initial fee to reserve your position in The Northside Hub's membership base, which entitles you to the discounted pricing structure. 'Membership Fee' refers to the fees paid by yourself to allow access and use of the facilities as outlined in the agreement. 'Unpaid Fees' refers to any fees stipulated in your membership agreement that have not been paid. All fees are taken in advance.

Your Entitlements - (Facilities and Services) - You are entitled to use the facilities and services at The Northside Hub as stipulated by your membership agreement. **Freezing a Membership** - No fee applicable to all members outside of their initial 12 month contractual term. Freeze requests can only be approved at the discretion of The Northside Hub. Memberships can be frozen for a maximum of 3 months in any 12 month period. For all members within their 12 month contract, the freeze period chosen will extend the end date of the contract by the period frozen. A 7 day notice period is required prior to the proposed freeze date.

COOLING OFF PERIOD - A 48 HOUR COOLING OFF PERIOD APPLIES TO ALL MEMBERSHIP AGREEMENTS FROM THE TIME AND DATE OF ACCEPTANCE OF YOUR AGREEMENT. ANY PAYMENTS MADE ARE NON-REFUNDABLE.

It is essential that written notice of termination is given to The Northside Hub (a cancellation of membership form must be completed) before the end of the 48 hour cooling-off period in order for the cancellation to be effective.

YOUR OBLIGATION - You agree to:

* Inform us in writing if there is a risk to your health if you participate in our fitness services and exercise programs; Pay all agreed fees; Ensure sufficient funds are available to cover your fees; The Northside Hub is not liable for bank charges for automatic payment attempts with insufficient funds in your account. Ensure account details are up to date. * Sign in at reception upon entry for every class; please show your membership tag. Replacement fees will apply to any/all lost tags. *Wear safe fully enclosed footwear (unless otherwise recommended by your instructor) & suitable clothing. *Conduct yourself in a manner acceptable to The Northside Hub; Comply with any reasonable request from The Northside Hub personnel; Comply with any notices displayed around the Hub.

Special Risks - I hereby represent to The Northside Hub, its management, associated companies, trusts, partnerships and other legal entities, their directors, officers, employees, agents and affiliates that I am physically capable of and there is no medical reason to prevent me from proceeding with the use of the Hub facilities without endangering my health. Please note that exercise can be physically demanding and potentially dangerous. The equipment used for your exercise can also be a hazard to your health if it is not used in the manner as instructed. A condition of your membership is that you acknowledge and agree that: You use The Northside Hub facilities and participate in activities at your sole risk and responsibility; you will not use the facilities and services if you are not medically or emotionally fit to do so. The Northside Hub, its employees and agents are not responsible for any injury or death caused to you or loss or damaged caused to your property. You will not bring any claim against The Northside Hub, its employees or agents in the event that you sustain any personal injury or suffer any property damage or loss when attending The Hub. You will indemnify The Northside Hub for any liability, loss or damage that you or any other person suffers as a result of your misconduct, bad faith or negligence.

Assignment - The Northside Hub may assign or transfer its rights and interests in this agreement.

Complaints/Feedback Procedure - If you believe we have not met your expectations in some way and wish to lodge a complaint, please adopt the following protocol: Please lodge your concern/complaint in writing, addressed to The Northside Hub Manager. The Northside Hub will endeavour to resolve the complaint as quickly as possible. A response to your complaint will be issued within a maximum of seven days. **Payment Plans** - If a direct debit plan is in place, membership fees will continue to be debited from your account until you formally request in writing, giving 30 days minimum notice to The Northside Hub of your intention to cancel your membership agreement, or The Northside Hub cancels your membership. Should you terminate this agreement or cease the automatic debit arrangement in a manner that is not described to you in this agreement, you are liable to The Northside Hub for all outstanding payments. All payments are taken in advance. If within contract, termination fees will apply. **Late Payments** - if any due payments are not received by The Northside Hub on the due date, you agree to pay The Northside Hub all costs incurred associated with the collection of these payments. If payments are overdue by 1 month, the balance payable in respect of your membership agreement will be due and payable in full.

Emergency Exits - I understand that the front and back entrance doors are also to be used for exit in the event of an emergency.

Assumption of Risk / Injury and waiver of claims - I acknowledge that I will not hold The Northside Hub responsible for, and the Hub hereby excludes, to the extent permitted by law, all liability for any personal injury or damage whether direct, indirect, special or consequential suffered by myself, or loss of property by me while I am on the Hub premises or arising in any way out of the use of the facilities and equipment provided by The Northside Hub, however that injury, damage or loss is caused, including if it is caused by negligence of the Hub. I acknowledge that The Northside Hub gives no warranties in respect of the facilities and equipment it provides. I hereby release and will indemnify and keep indemnified The Northside Hub for any injury or loss suffered by my while on the Hub Premises.

Kids memberships - By agreeing to the membership terms and conditions, I hereby understand that the weekly rate is for attendance of Kids classes only, and also that the rate will increase to the relevant adult membership rate upon the date of the participant becoming 15 years of age.

Renewal Fee - The Northside Hub will request a renewal fee should a client wish to 're-join' the Northside Hub membership program after previous termination of a membership.

The Northside Hub's Obligations To You - The Northside Hub will endeavour to provide the facilities and services as agreed in your membership agreement. The Northside Hub reserves the right to change facilities, classes and services without notice. These include all group classes, toilets/change rooms, personal training and any other facilities.

PAYMENT PLANS:

If a direct debit plan is in place this will be an ongoing membership agreement. The agreement will continue until either you or the supplier terminate in the way described in this agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your account until you or The Northside Hub cancels the agreement by notifying your bank or credit provider. If you terminate the agreement or cease the automatic debit arrangement in a manner not described in this agreement, then you may be liable to The Northside Hub for damages for breach of contract.

Cancellation of the Agreement following Completion of Contract Term - You may cancel your direct debit membership agreement only by utilizing the following procedure:

* The Northside Hub requires that a cancellation of membership form be completed.

* An exit survey form must be completed between the member and a Northside Hub Representative. * Direct Debits will continue until the cancellation form to terminate your membership agreement is completed and signed. *Cancellation fees may apply.

* You must give a minimum period of 30 days written notice of the termination. If any payments are due during this 30 day period, they will be deducted as and when they are due. The Northside Hub will respond to a request to terminate your membership agreement within 7 days. *Should you be unable to use The Northside Hub facilities and services as a result of permanent illness or physical incapacity, you are required to provide a medical certificate stating such. * If you terminate within the cooling off period, you must pay any unpaid fees from the start of this agreement to the date of termination. Joining fees will not be refunded. * If you terminate after the term of membership is completed, you must pay any unpaid fees owing from the start of this agreement to the date of termination.

The Northside Hub may terminate this agreement if:

* You fail to pay any agreed fees.

*You behave in an unacceptable manner in the opinion of The Northside Hub, and/or fail to comply with any reasonable request from The Northside Hub. *The Northside Hub's facilities are no longer available or safe. *There is a risk to your health if you participate in the services offered by The Northside Hub, in the opinion of The Northside Hub.

The Northside Hub reserves the right to refuse entry to any person, including members.

What happens to the fees if The Northside Hub terminates this agreement? Debit Plan membership contracts will cease to be debited from your bank account from the date of termination within 72 hours of notification. **Changes in Terms and Conditions** - The Northside Hub reserves the right to change these terms and conditions at any time, including but not limited to access rights, membership types and any special fees/conditions. Any changes that affect you and/or your membership will be provided to you in writing. **Breach of Agreement** - The Northside Hub reserves the right to terminate this agreement without refund or relief from payment outstanding if your behaviour, conduct, dress or use of equipment or services is reasonably considered by The Northside Hub to be in breach of this agreement. **About these Terms & Conditions** - These terms and conditions form the entire agreement between The Northside Hub, and you or your parent/guardian if you are under 18 years of age.

Acceptance of these Terms & Conditions - You may accept these terms and conditions by signing this membership agreement in 1 or more of the places referred to above. If you do not sign or acknowledge this membership agreement in any of the places referred to or as otherwise provided for or requested by The Northside Hub, you will be deemed to have accepted these terms and conditions by your (or your child's, in circumstances where the agreement is with the parent/guardian) conduct in attending at The Northside Hub's facility after these terms and conditions have been provided to you or brought to your attention, including by email to your nominated email address. In all of these circumstances you will be deemed to have accepted these terms and conditions, and they will apply to your membership as from the date they were provided to you.