

## CrossFit Bondi Membership Agreement Terms, Conditions, Rules and Regulations.

### Membership Agreement Terms, Conditions and Services.

#### Membership Terms

1. CrossFit Bondi complies with the “NSW Fitness Industry Code of Practice” (the “code”). The Code has been made available to you and this membership is offered under the provisions of the code.
2. CrossFit Bondi reserves the right to change conditions of membership, hours of operation, services offered and all fees and charges, at any time, at its sole discretion with reasonable notice. Any such changes will be notified to you through either a Newsletter published from time to time, the website or mail to your last known registered address.
3. You are bound by and have to uphold the “Rules and Regulations (Guidelines)”. You have been provided with a current copy of the Guidelines. The Guidelines may be changed or updated by CrossFit Bondi at any time at its sole discretion and without prior notice.
4. It is your responsibility to ensure that you correctly operate Gym facilities or equipment. If you are in doubt as to how to correctly operate or use any facilities or equipment, you must consult a CrossFit Bondi staff member for assistance.

5. No one has made any representations (written or verbal) to induce you to enter this agreement and that no verbal agreements or understandings have been made with CrossFit Bondi unless set out in “Special Conditions” section of this agreement.
6. You must inform CrossFit Bondi of any change in your contact details, bank accounts or credit card details for payment, or any other information relevant to your membership.
7. You have been given the option of choosing a membership based on a weekly, fortnightly or monthly billing agreement.
8. Members must log into each session via “WODIFY” using their own membership profile. Entry to the gym will not be permitted if your membership is not active due to cancellation, hold, or billing issues.
9. Guests will be charged a once off casual membership fee for each visit and must complete a medical readiness and waiver questionnaire before training.
10. You may receive marketing material or correspondence via electronic transmission which may include (but limited to) newsletters and promotional material. You may unsubscribe at any time.

#### Minimum Membership Term

11. The minimum membership term applicable to this agreement is 6 Months.

#### Cooling off Period

12. Where you have entered into an agreement for a minimum term, there is a seven (7) day cooling off period that begins on the (join) date the agreement is signed, during which time you may terminate your membership by delivering written notice to CrossFit Bondi.

The following charges will apply;

- (a) The cost of services provided by CrossFit Bondi during this cooling off period, and;

- (b) An Administration fee of \$56.00

#### Minimum Age

13. Membership is limited to persons who are at least 14 years of age unless participating in CrossFit Kids program.
14. Members under 16 years of age participating in either normal classes or CrossFit Kids must have a parent or guardian consent and complete a medical readiness and waiver questionnaire.

#### Time Freeze / Hold

15. Time Freeze or hold on membership is granted for Medical, Pregnancy, Business relocation and or holidays under the following terms:
  - (a) As a member of the Twelve (12) Month Minimum Membership Term four (4) weeks hold.
  - (b) As a member of the Six (6) Month Minimum Membership Term four (4) weeks hold.
  - (c) As a member of the Fully Flexible unlimited amount and frequency of holds.
  - (d) Holds must be for a minimum of one (1) week.
16. Requests for time freeze/holds must be submitted to CrossFit Bondi in writing no less than 5 business days prior. In the circumstance of injury or illness 24 hours’ notice is sufficient.
17. No administration fees will be charged for any time freeze/holds.
18. Time freeze/holds cannot be applied through any marketing periods or offers. When returning to the gym at the completion of a hold for medical reasons, members acknowledge that they are returning to exercise at their own risk.

#### Cancellation of Membership

19. Your membership may be cancelled by CrossFit Bondi if you do not adhere to the Guidelines, or your behaviour in CrossFit Bondi is not acceptable or for any other

reason that the management of CrossFit Bondi decides is appropriate. CrossFit Bondi reserves the right to refuse membership to you in these circumstances.

20. Cancellation within the Minimum Membership Term is only permitted by payment of a departure fee based upon the remaining period of your Minimum Membership Term. If between \$340 and \$680 remains owing a total of \$340 is payable. If >\$680 remains owing a total of 50% of the remaining membership fees is payable. Cancellation under the Fully Flexible package is permitted at any time without penalty.

21. Payments automatically continue after the end of your Minimum Membership Term, unless your membership is cancelled four (4) weeks prior to the end of your Minimum Membership Term or anytime thereafter by notifying CrossFit Bondi in writing of your intention to cancel. Membership will then be cancelled after a further full two (2) weeks payments.

#### **Transfer of Membership during minimum term**

22. If you become unable to complete your Minimum Membership Term, you may transfer the membership to a third party provided that an administration fee of \$150 is paid. A minimum of six (6) weeks must remain on your Membership Term and the third party must honour the remainder of the Minimum Membership Term, agreeing to be bound by the terms and Conditions contained in this agreement. You must notify CrossFit Bondi in writing of any intention to transfer your membership to a third party. A membership that has been transferred is non-transferable. When transferring to a current/ex member of CrossFit Bondi, the third party must have ended their membership at least two (2) weeks prior.

#### **Downgrading of Membership during minimum term**

23. If you wish to downgrade your membership package, you will be required to complete a new membership agreement and commit to a new minimum term.

#### **Sickness or Incapacity**

24. If you become unable to use the gym facilities by reason of physical/medical incapacity. In this circumstance you will need to provide CrossFit Bondi with a medical certificate from a qualified medical practitioner clearly stating that you are permanently unable to exercise. Any cancellation will include the following charges;

(a) The cost of the Services already provided by the gym, and;

(b) An administration fee of \$78

25. If you become unable to use the club facilities by reason of temporary physical/medical incapacity and provide a medical certificate from a qualified medical practitioner, you are entitled to freeze your membership for a minimum period of two (2) weeks up to a maximum period of twenty-six (26) weeks. However, you may not Freeze your membership for a longer period set out in the medical certificate. Your membership will automatically recommence after the date you have specified in your written Request to Freeze, with no remaining Freeze facility available for any cause.

#### **Instruction and training**

26. From time to time, CrossFit Bondi may avail licensees who offer services such as CrossFit Coaching, Yoga, Nutrition Coaching, Mobility and/or massage. Any claim you may have as a result of an act or failure to act by such a licensee (weather payment has been made to the licensee) will be brought against, and will be the responsibility of that licensee.

You hereby release, indemnify and keep indemnified CrossFit Bondi for any claim by you as a result of an act or omission by a licensee. You must notify CrossFit Bondi if you have a claim against a licensee. CrossFit Bondi will at times assist, where possible, to resolve any conflict or issues with licensees.

#### **Bookings and Appointments**

27. If you are unable to attend a scheduled booking or appointment, a cancellation fee may apply. The fee will be added to your next scheduled membership debit. A \$30 cancellation fee may apply to any booking or appointment that remains booked and missed.

#### **Student, Corporate and Senior Memberships**

28. CrossFit Bondi offers no discount package, all memberships remain in full.

#### **Physical Condition**

29. You are required to complete a Pre-Exercise Questionnaire. You must notify CrossFit Bondi of any change in your health and fitness so that your training can be appropriately modified.

30. Any advice and/or recommendation by a CrossFit Bondi instructor/employee is not intended to constitute medical diagnosis or treatment, nor should it be relied on as a suggested course of medical treatment for a particular condition. If you are in doubt, you should obtain medical advice prior to commencing any exercise program.

31. You must not use any CrossFit Bondi facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, sores, or minor infections where there is a risk (however small) to other members and guests.

#### **Members Assumption of Risk**

32. You are aware that the use of the premises and its facilities and your participation in classes and programs conducted by CrossFit Bondi may involve strenuous activity and special risks.

33. You warrant that you are physically able to participate in any classes/fitness program or use any Gym facilities in which you have chosen to participate, and have not been advised otherwise by your medial practitioner. You further warrant that you have no pre-

existing medical condition that would otherwise prevent you from using the club facilities and/or participating in any classes/fitness program.

You understand that you will be engaging in activities that may involve risk of personal injury or illness and which may also involve the risk of economic/property loss and damage. You also understand that there may be risks involved that are not known to you or CrossFit Bondi, or may not be foreseen or reasonably foreseeable at this time or at the time of using the club facilities or participating in the class/fitness program. You assume the foregoing risks including risk of any negligence by CrossFit Bondi and its respective owners, directors, officers, employees or agents, and accept personal responsibility for any injury (including but not limited to personal injury and disability), illness, damage, loss, claim, liability or expense of any kind or nature, that you may suffer arising out of or in connection with the use of the Gym or participation in classes/fitness programs by you, or any minor/person under your supervision, care or control.

#### **Limitation of Liability**

34. In consideration of the grant of membership to you, you hereby release and forever discharge CrossFit Bondi from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses howsoever arising that you may have incurred arising from or in connection with your Membership and/or use of CrossFit Bondi facilities and equipment, or from being on Gym premises to the fullest extent permitted by law and weather caused or contributed to (directly or indirectly) by any act of negligence, breach of duty or default/omission on the part of CrossFit Bondi and its respective owners, directors, officers, employees or agents.

35. In consideration of the grant of membership to you, you agree that CrossFit Bondi will not be liable for any loss, damage or theft of any of your (or your guest's)

property except where caused by the gross negligence of CrossFit Bondi. Further, CrossFit Bondi will not be liable for any death, personal injury or illness occurring on club premises or as a result of use of facilities or equipment, except to the extent that it arises from the gross negligence of CrossFit Bondi and its respective owners, directors, officers, employees, or agents.

#### **Payment Terms**

36. A Weekly, Fortnightly, Monthly Membership Debit may be paid by a nominated bank account or credit card. Payments made by credit card will attract a credit card processing fee.

37. On each occasion that a scheduled payment is declined for any reason, the Member gives permission to CrossFit Bondi/Ezydebit to charge a Payment Declined Fee. The current decline fee of \$10.00 may change without prior notice.

38. Should any payments, fees or other debts remain due but unpaid from any source, CrossFit Bondi may suspend the Member's use of the Membership Services until all fees and other debts are paid in full. If payment is not received the Membership may be cancelled.

CrossFit Bondi may engage the services of a Debt Collection agency to manage member accounts with an outstanding debt and reserves the right to invoke a reasonable Administration Fee on overdue accounts.

39. All fees and charges are subject to Clause 2 of this Agreement.

40. If you have opted to pre-pay your entire membership fee, any renewals thereafter must be for a minimum of 12 weeks and the payment must be received by CrossFit Bondi before the membership expires. This does not apply in the case of changing membership to "Fully Flexible".

41. SPECIFIC ACKNOWLEDGMENTS (All members undertaking direct debit membership payments must acknowledge and agree to the following.)

i. Your nominated bank account is debited on a either weekly, fortnightly, or monthly basis. The number of debits and amount is determined by your Minimum Membership Term as noted in Clause 11 of this agreement.

ii. Your Membership will continue after the Minimum Term, until you cancel your membership by providing CrossFit Bondi with four (4) weeks written notice. Membership will then be cancelled after two (2) further weeks.

iii. On joining you are not required to pay a Joining Fee.

iv. Whenever a payment is declined or returned unpaid, the outstanding amount, together with an Administration Fee will be charged to you.

v. PAYMENTS WILL CONTINUE TO BE DEBITED AFTER THE MINIMUM TERM UNTIL THE MEMBERSHIP IS CANCELLED BY YOU IN WRITING. YOU WILL BE NOTIFIED OF THE DATE THE DEBITS WILL CEASE WHEN THE CANCELLATION REQUEST IS RECEIVED AND APPROVED BY CROSSFIT BONDI.

#### **Rules and Regulations (Guidelines)**

##### **Code of Conduct**

The Code of Conduct must be adhered to by Members to maintain a safe and enjoyable environment. Members should respect the health and safety of each other while on the premises and must comply with Occupational Health and Safety requirements of the Gym. Any internal signage displayed around the club forms part of the Membership Rules and Regulations and should be treated as part of the Code of Conduct. If a member is seen to be in breach of the Code of Conduct or Rules and Regulations, management reserves the right to terminate the membership and take further action if deemed appropriate.

##### **Damage to Property**

Any member who causes damage to equipment or any property of CrossFit Bondi will be held liable for damages. Members will be held responsible for damage caused by children or guests.

### **Dress Code**

Members must wear covered training shoes in any training areas of the club and be suitably clothed at all times for safety and hygiene reasons.

### **Environment**

Members are not to crowd or loiter in the vicinity of the Gym in such a way that pedestrian movement is obstructed or hindered.

Members are to remain mindful not to cause undue disturbance to the amenity of the neighbourhood and respect the public particularly in the surrounding environment. Members must minimise all unnecessary and inappropriate noise whilst entering, leaving and spending time in or around the Gym specifically unnecessary dropping of weights.

Audio equipment is not to be operated by members, CrossFit Bondi staff are to maintain volume at a reasonable level.

Any members engaging in disruptive or antisocial behaviour may have their membership revoked by CrossFit Bondi Management.

### **Equipment**

All equipment must be returned after use in all areas of the Gym, including but not limited to free weights, bars, bumpers, kettlebells, dumbbells and benches.

### **Smoking**

Members and their guests acknowledge that the Gym premises are non-smoking.

### **Guests of Members**

Guests may enter the club premises on payment of a Casual Membership Fee, and on completion of a medical readiness and waiver questionnaire. Guests are subject to CrossFit Bondi's code of conduct and guidelines. All guests must be at least 14 years of age (unless taking part in CrossFit Kids Program), be accompanied by you, and leave the gym at the same time as you. A reference to members in this document include their guests.

### **Privacy and Security**

During or immediately prior to your membership, we may obtain certain personal information (such as about your health and your financial information). CrossFit Bondi will only disclose or deal with such information in accordance with its privacy policy, which can be provided to you upon request or visiting our website. For safety and security reasons CrossFit Bondi may use surveillance in common areas.