

## **1. Membership Billing Terms**

1a) All direct debit memberships are on an ongoing basis after the initial 12 months has concluded, direct debits will continue until notice is given as per 5 k, 5l, 5m.

1b) Planet Fitness company policy is that:

i) Your regular scheduled debit will be attempted by our third party billing company, EzyPay

ii) Direct debits only occur on a Thursday for all members

iii) The actual processing of the debit is at the discretion of your nominated financial institution.

1c) If a direct debit falls on a Public Holiday, the direct debt will be attempted on the next business day, and processed at the discretion of your nominated financial institution.

1d) If you wish to pay your direct debit over the counter or through the provided membership portal, before it is attempted by EzyPay, it MUST be done before 10pm the night BEFORE the direct debit is due to come out. Any attempt to pay this over the counter, the day or after your debit run, will be refused and not allowed.

1e) Upon failure of the requested direct debit of your fees, you will enter into our rebill process whereby the amount will be reattempted within 5-7 days of your original scheduled direct debit. If this second attempt fails, EzyPay will append the \$10 failed fee to your account.

## **2. Membership Application Terms and Conditions**

Definition: Planet Fitness means: Planet Fitness Pty. Ltd. ATF The Planet Fitness Trust. The specific Planet Fitness Facility (and its parent company).

Planet Fitness management and any entity as authorised by Planet Fitness to act on its behalf.

The member/ proposed member, nominated applicant, I, You're or you means: you the individual who is named on, and has signed the application.

22 Hour Access means: Access to the Planet Fitness Facility outside of normal staff operating hours, or as advised by Planet Fitness.

2a) Acceptance by Planet Fitness of this application allows the nominated member/proposed member to attend the Planet Fitness facility.

2b) The billing of your membership is conducted through EzyPay billing system acting on behalf of Planet Fitness and the membership system PerfectGym.

2c) For any dishonoured payment made with EzyPay through their system will incur a failed payment fee of \$10.00 for each dishonour incurred.

2d) When we attempt your billing with EzyPay and it dishonours for a reason specified by your bank, you will enter into our rebilling process. Whereby the amount will be reattempted within 5-7 days of your original scheduled direct debit. If this second attempt fails, EzyPay will append the \$10 failed fee to your account. If this failed fee plus your normal payment are not paid before your next scheduled payment, the amounts will be added on to the next scheduled payment. Upon 3

consecutive failed payments, billing will be stopped, your access denied and your contract cancelled to your Planet Fitness facility.

2e) A \$39 Yearly Administration Fee per person/per year, is debited 8 weeks after your FIRST billing occurs within your contract.

2f) This membership may include group fitness classes. If group fitness classes are offered, the timetable, class type and activities may change without notification, at any time. There is no compensation and/or cancellation of membership, or the like; in the event of dissatisfaction with such changes.

2g) Time stop is NOT included.

2h) This membership includes the use of cardio equipment and full use of the (general) gym, stretching and abdominal workout area(s). The use of apparatus, equipment and facilities may be subject to conditions and time limit. Any such conditions or time limits are to be strictly adhered to.

2i) Child minding facilities may be offered. If child minding facilities are offered, they are subject to a separate fee, terms and conditions.

2j) Planet Fitness reserves the right to refuse admission and/or; cancel any membership; at its sole discretion; without prior notification or warning. All decisions are final, no reason or recourse will be accepted, or explanation or discussion entered into. In the event that a membership is cancelled by Planet Fitness, NO refund of any payment by the member, including membership fees will be made.

2k) The member/ proposed member will receive Planet Fitness (and associated entities) Newsletters and Promotions by email.

2l) Once accepted by Planet Fitness this membership CANNOT be cancelled in the agreed membership period. However, Planet Fitness at its sole discretion MAY allow the cancellation of the membership, but ONLY if the following applies:

i)By reason of lengthy or permanent illness or physical incapacity causing inability to engage in the activity available at Planet Fitness: as verified by a medical practitioner, who is nominated by Planet Fitness, the cost of which must be borne by the member.

ii)By reason of the relocation of the member's primary residential address to a distance further than 12 km in radius from Planet Fitness facility. However, if the member already resides more than a 12km radius at the time the membership application is made (and accepted), then the new primary residential address MUST be more than 30km radius from a Planet Fitness facility, in order for a request in cancellation to be considered.

2m) In the event that Planet Fitness agrees to grant membership cancellation, this is subject to payment of a \$99.00 cancellation fee accompanied by written notice from the member.

2n) To cancel outside of the contractual period, 30 DAYS WRITTEN NOTICE is necessary and any membership fees which fall due within the 30 day period MUST ALSO BE PAID.

2o) Planet Fitness does NOT refund any payments by the member, including membership fees; including where applicable the acceptance of the membership cancellation, for ANY reason whatsoever.

2p) This membership will NOT be cancelled if the member falls into arrears. Interest may; at the discretion of Planet Fitness; accrue if membership arrears occur.

2q) This membership CANNOT be cancelled by telephone. Any request for cancellation by a member MUST be made in writing. ALL payments of arrears (including any accrued interest), and/or cancellation fees: of the like; MUST be paid to Planet Fitness as instructed by Planet Fitness.

2r) In the event the member changes their billing account, the new account details must be provided in writing to be updated. If the member relocates their primary residential address, and/or changes any of their contact information, telephone number; or the like, they MUST notify Planet Fitness WITHIN 2 WEEKS of the date the change takes effect. Failure to do so will render Planet Fitness free of any responsibility for any adverse outcomes, including; but not limited to; any financial deficits that may occur as a result of this.

2s) Members using the 22 HOUR ACCESS are subject to computer door entry recognition and continual monitoring and recording (via CCTV). ANY member whom knowingly admits another person ("guest") entry to the facility by use of their electronic key; or by any other means; will incur a \$220.00 admittance fee, per person, which will be included in the members fortnightly billing. Whilst on the premises any "guest" is bound by membership "Terms and Conditions" and "Acknowledgement, Release and assumption of Risk", also the "Club Rules" and "Conditions of Entry" (the latter two, of which are displayed prominently adjacent to the entry area), which form part of the member's membership agreement. The member's "guest(s)" MUST leave the facility at the same time the member departs. The members will be liable, both for themselves and their "guest(s)" for ANY damages to the Facility, including but limited to; the premises, equipment, fixtures and fittings, and the like.

2t) Members using 22 HOURS ACCESS are required to become familiar with security devices operating at the Facility during the hours where the Facility is unstaffed. These include, but are not limited to; personal security devices (neck worn, or similar), emergency panic buttons, request to exit button, or the like. Members are to seek instruction for all such devices from Planet Fitness Staff, during normal business hours, and, PRIOR and to any 22 hours access use. The members will be liable, both for themselves and their "guest(s)" for ANY damage, loss, or the like; such as equipment.

2u) Members using the 22 HOURS ACCESS, MUST NOT; IN ANY CIRCUMSTANCES give, lend, sell, distribute; or the like; their electronic entry key to ANY other person(s), for any reason WHATSOEVER. Failure to comply will result in cancellation of membership, and may incur financial liability (2p, 2q) and/or criminal and/or civil prosecution.

2v) In the event that any Member using the 22 HOUR ACCESS incurs any damage, loss, or the like; to their electronic key, then the member will be liable for the replacement cost of such device. Members may be suspended until such device is replaced, and the cost for such device is recovered by Planet Fitness.

2w) In the event that any members using the 22 HOURS ACCESS experience any significant, dangerous or threatening event, including but limited to; fire, accident, robbery, vandalism, or the like, they MUST remain at the Facility until the arrival of the relevant authorities. This includes; but not limited to; Planet Fitness Staff, Police, Fire, Ambulance or Security. However members MUST NOT; IN ANY CIRCUMSTANCES place themselves in a position of danger.

2x) In the event that the 22 HOURS ACCESS facility is unavailable, for any reason whatsoever. Planet Fitness will post notices of such unavailability at the Facility. Under NO circumstances will members be allowed to cancel or vary membership, or obtain refunds for any memberships or fees for any such availability at the Facility. Under NO circumstance will members be allowed to cancel or vary membership, or obtain refunds for any membership fees for any such unavailability.

2y) Planet Fitness reserves the right to make changes to this agreement by providing 12 days' notice. Updated contracts are available online and can be requested at any time by the member/proposed member.

2z) If you are a student, and provide a valid NSW student ID card, you are eligible to cancel this membership after a minimum term of 3 months has lapsed and the 30 days written notification has been provided. Please refer to the cancellation policy in section 2m.

## **ACKNOWLEDGEMENT, RELEASE AND ASSUMPTION OF RISK**

WARNING-This is an important document, which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it and are willing to comply with the terms. If you have any questions please ask a staff member.

### Definitions

Us or We means Bravo Fit including the specific Planet Fitness facility.

You, Your, I, or Participant, means you (the entity) has signed or authorised by other legal means the Membership Application.

Agreement, Contract (including Terms & Conditions) means this document, which is bound inextricably to the Membership Application (see other side).

24 Hour Access means access to the Planet Fitness Facility outside the normal staffed operation hours, or as advised by Planet Fitness.

### **1. Acknowledgement of Risks, Injury and Obligations**

I ACKNOWLEDGE AND UNDERSTAND that whilst attending Planet Fitness facilities and participating in various health and fitness activities that:

- 1.1 "I" may be physically injured (minor or severe), which may result in death.
- 1.2 My personal property may be lost or damaged or "I" may cause damage to others property.
- 1.3 "I" may cause personal injury (minor or severe) to other persons and they to me.
- 1.4 The conditions in which the activities are conducted may vary without warning.
- 1.5 I agree to assume the risk and responsibility for any injury, death or property damage resulting from participation in the activity at Planet Fitness facilities.

## **2. NO REFUND POLICY**

2.1 I ACKNOWLEDGE that under no circumstances will a refund be given for any unused portion of Planet Fitness Membership, including 24 hours access.

2.2 I understand that membership may be transferred to another part, at the sole discretion of Planet Fitness; for a fee nominated by Planet Fitness.

## **3. Release of Indemnity of Planet Fitness**

In consideration of the acceptance by Planet Fitness of my membership, and specifically on each occasion when I am admitted to (by the way of acceptance membership card and/or pass); or attend when unstaffed (24 hour access, by use of electronic key); a Planet Fitness facility for participation in health and fitness activities; and except to the extent that the same may be precluded by law; I acknowledge and agree that;

3.1 I participate in the activity at my sole risk and responsibility.

3.2 "I" release indemnify against all action within my power; and hold harmless; Planet Fitness, it's related companies, business, directors, management, staff, agents and contractors from any and all actions and/ or claims which could be made by me; or on my behalf; or by other relates or non-related parties for in respect of or arising out of; any injury, loss, damage; event or death cause to me; or to my property, or to someone else or their property (where I am involved) whether by negligence, breach of contract, or in; or by; anyway whatsoever.

3.3 ALSO AGREE THAT in the event that "I" am injured or my property is damaged, "I" will bring no claim, legal or otherwise, against Planet Fitness, it's related companies, businesses and agencies; directors, management, staff, servant, agents and contractors, in respect of that injury or damage.

3.4 In the event that I use the 24 hour access (unstaffed), and that during this time I admit other persons "guest(s)" to the facility, I agree that I am doing so without the expressed knowledge and consent of Planet Fitness. Furthermore I assume all risk, liability and legal obligation, solely upon myself for any "guest(s)" that I allow entry to, whether or not they sustain loss, injury or death, either caused by me, or indirectly, either at the time of attendance or at a later time, as a result of their attendance at the Planet Fitness facility.

## **4. Your Obligations, Club Rules & Code of Conduct**

As a valued Planet Fitness member you are required to accept and comply with the following Policies, Procedures and Code of Conduct. You agree that they are in the best interests of all involved. You also agree that Planet Fitness may, and has the right to; revoke and/or cancel your membership. You acknowledge and agree that:

4.1 All membership Rules and Conditions also apply equally (unless otherwise stated) to attendance at the Planet Fitness facility outside of the normal staff operating hours (24 hour access).

4.2 Planet Fitness reserves the right to revoke and/or cancel my membership, at any time; without prior warning or explanation; and to remove me; or to have me removed; from the Planet Fitness facility premises (including where part of the facility, the carpark) forthwith. This includes, but is not limited to; my contravention of the Planet Fitness “Code of Conductor for any reason which may be deemed to bring Planet Fitness into dispute. I agree that no refunds will be given to me, or any guest of mine, removed as a result of this.

4.3 CONDUCT – I understand, acknowledge and accept that I am expected to have read the “Code of Conduct” rules and requirements as displayed at the specific Planet Fitness facility. Further I accept and agree that I am expected to conduct myself in a respectful manner, at all times; and with all Planet Fitness directors, management, staff, servants, agents and contractors; and all other members, guest and visitors, at all times, including; but limited to; the use of appropriate language.

4.4 MEMBERS PHOTOGRAPHYAND/OR VIDEO – I understand acknowledge and accept that at NO time am I (or any ‘guest’ of mine) permitted to create, capture or produce any photography and/or video footage by any means whatsoever (including mobile phone) whilst attending a Planet Fitness facility. This includes; but is not limited to, staff and other members, any part of the building (inside or out), change rooms, toilets, facility car parking, grounds and lands attached to the facility.

4.5 NOISE LEVEL – I understand, acknowledge and accept that excess noise, bad language, shouting, dropping ‘dumbbells’, weights or equipment; is unacceptable. I understand and agree that if I conduct myself with any of these behaviours; I may be issued with a once only warning. Further I understand and agree that a second offence will result in the immediate revocation and cancellation of my membership (as per clause 4.1).

4.6 DRESS CODE – I understand, acknowledge and accept that I am to wear suitable and appropriate clothing and footwear. This includes: tracksuits, sports shorts and t/shirts, polo shirts, sports singlets and the like; running shoes, gym and specific training (including gym orthotic) shoes. No thongs or sandals are acceptable.

4.7 VEHICLE PARKING - I understand, acknowledge and accept that all vehicles; including; but not limited to bicycles, motor cars, motorcycles, 4wd vehicles, trucks and the like; are to be parked at the specific Planet Fitness facility, in the parking spaces provided, in the Planet Fitness car park. Failing this, or due to unavailability of Planet Fitness car-parking, within common private car parks, or at public car-parking (within the provisions of the ‘law’). Further I agree and accept that Planet Fitness accepts no responsibility or liability whatsoever for vehicles, person or property, either at Planet Fitness carparks, common private car parks, or at public car-parking. I acknowledge and accept full responsibility for my vehicle parking whilst attending Planet Fitness.

4.8 MEMBERSHIP CARDS – I understand, acknowledge and accept that entry to Planet Fitness is subject to the “Conditions of Entry” as displayed at each Planet Fitness facility. Further I understand and agree that my membership card must be produced each time I visit Planet Fitness, otherwise I must pay the prescribed ‘casual’ visit fee for that attendance.

4.9 PROGRAMS AND INSTRUCTIONS – I understand acknowledge and accept that it is my responsibility to ascertain my own physical capability to perform the health and fitness activities at Planet Fitness. Further I agree that if I have nor conducted the activities previously, or for some time; or if I believe that I require guidance in order to assist in the prevention of the risk of injury; and to attempt to gain the maximum benefit from my membership; I will seek assistance by way of making a booking at reception for instruction and guidance by a ‘personal trainer’ or other suitably qualified staff, as advised by the Planet Fitness facility.

4.10 ATTENDANCE AND ACTIVITY- I understand, acknowledge and accept that as part of my general attendance at the Planet Fitness facility, that 'sports' bags (or the like) are to be placed in lockers provided. If there is not a locker available, then I agree to follow the instruction of Planet Fitness staff in respect of this. I understand and agree that I must have a clean towel with me while conducting health and fitness activities, and that I am responsible for loading, unloading and stacking weights, returning equipment to ready to use condition ( for the next participant), and cleaning each apparatus once I have concluded its use. Further, I understand and agree that mobile phones, cameras and recording devices, glass water bottles and containers are not permitted in the gym or related areas.

4.11 MONITORING – I understand acknowledge and accept that whilst I am in attendance at Planet Fitness (including the carpark) that I may be recorded on CCTV, from time to time. I agree and accept that this recorded footage (and or stills) is primarily for the purpose of security, and may also be used for promotional purposes. Further I understand and accept that this is not limited to internal use, and may be release to the Police, Courts or Government authorities as required by law. Further I understand, acknowledge and accept that whilst I am ion attendance at Planet Fitness (including the carpark) outside of normal staffed operating hours (24 hours access), that I will monitored by means of ( but not limited to) computer door entry recognition and continual monitoring and recording (via CCTV).

4.12 CHILDREN – I understand acknowledge and accept that no children (under 12 years of age) are permitted in the gym or associated areas. I understand that children over 14 years of age are permitted in the 'cardio' area, provided they are accompanied and supervised by an adult.

4.13 ALCOHOL, PRESCRIPTION AND ILLEGAL DRUGS - I understand acknowledge and accept that alcohol and illegal drugs are not permitted under any circumstance in the facility. I understand and agree that if I am taking prescription, or self-prescribed medical drugs, that they may not be taken or carried (not withstanding 'Ventolin or similar asthma medication) in the gym or associated areas. Further, I understand and agree that if I am taking prescription, or self-prescribed medical drugs, that I am solely responsible for their effect, any outcomes for their use; whilst attending Planet Fitness.

4.14 ACCIDENT AND INCIDENT REPORTING – I understand acknowledge and accept that all accidents are to be reported to reception staff for action, and admission into the 'Accident and Incident'' register. Further, I understand and agree to follow all instructions from Planet Fitness staff in the event of an accident or incident. In the event that an accident or incident occurs during attendance outside of normal staff operating hours (24 hours access), I agree that I will log the event in the members access 'Accident and Incident' register. I agree that I have been shown the location of, and how to use this register. I also agree that I will report the incident no later than during the next session of normal staffed operating hours of the Planet Fitness facility, by means of written account, which must be dated and signed by me, and delivered either in person or by electronic means (facsimile or email). In the event that I deliver this written account via electronic means I agree that I will contact Planet Fitness staff via telephone to ensure that they have received the written account.

## **5. DISPUTE RESOLUTION**

5.1 I understand acknowledge and accept that any and/or all issues and/or disagreements with Planet Fitness management, staff, personal trainers, other members, and guest are to be presented to the Planet Fitness facility manager in writing. If the issue raised is not resolved, and/or the parties

are still in disagreement after discussion, then a Planet Fitness director or General Manager will mediate. The decision of the Planet Fitness director or General Manager is final and absolute.

## **6. Acceptance**

I, the signatory as authorised on the 'Membership Application' form (see other side of this document), being the member/ proposed member; as set out on the application form, acknowledge that I have read in full and understood this 'Acknowledgement, Release and Assumption of Risk'. By signing this 'Membership Application' form, I accept the Terms and Conditions and I assume all of the risks and responsibility wholly upon myself, and fully release and indemnify Planet Fitness in accordance with clauses 1, 2&3; in the same manner, within the same meaning and to the same effect and extent as presented, and to be bound by this, as well as the general terms and conditions of the membership contract.