



# EZYPAY

By signing this agreement, you have purchased a membership which entitles you to attend classes operated by TOTALFIT IPSWICH located at 1A WOODFORD ST; LEICHARDT or such other locations as TOTALFIT IPSWICH may choose in its absolute discretion. Your membership starts today. You acknowledge that this agreement includes the terms and conditions on this page and on the following pages, and you have read and understood the same.

### Membership fee

The weekly membership fee at the date of signing is \$ \_\_\_\_\_. This will be a binding agreement which shall remain in force for until the member notifies us in writing to cancel.

The Initial fee will occur on / / 2020 and includes an administrative/ joining fee of **\$2.20** Bank

Name: (ie Westpac, NAB etc)

Account Holder Name/s:

BSB: Account #

**OR**

Credit Card Type (circle) **VISA MASTERCARD**

Card Number:

Expiry Card Holders Name:

The membership will not stop automatically. If you wish to cancel after you are required to give 7 days' written notice of cancellation. ***Do not assume that your membership has been cancelled unless it has been confirmed in writing by TOTALFIT IPSWICH.***

TOTALFIT IPSWICH is entitled to apply a 5% membership fee increase and vary the periodic withdrawal accordingly. If an increase greater than 5% is applied in any 12-month period, you will be notified in writing and be entitled to discontinue your membership without penalty.

[getfit@totalfitipswich.com.au](mailto:getfit@totalfitipswich.com.au)

TG Leggett & KJ Scott t/a Totalfit Ipswich abn 65 202829225

**0429 410 174 (Tom)**

**0415 394 844 (Karla)**



## **EZYPAY FEES**

Customer load fee (incl. GST) \$2.20 (once off New Member set up fee) Customer failed payment/dishonor fee (incl. GST) \$9.79

## **Membership and Payment terms and conditions**

**Services:** TOTALFIT IPSWICH reserves the right to add or remove services, classes and amenities as reasonably warranted.

**Joining Fee:** By paying a joining fee you are purchasing an entitlement to use the facilities of TOTALFIT in accordance with the terms of this agreement; the joining fee is considered fully earned upon commencement of your membership and as a result is non – refundable.

**Weekly Dues:** Weekly dues represent the cost of having use of the services available to you for that period. Dues are considered fully earned on the first day of any available period.

**Suspension:** TOTALFIT IPSWICH acknowledges that members may take a holiday or have other commitments which may take them away from our facilities and as such allows members to suspend their payments, once each calendar year, for up to 4 weeks.

If for a verifiable medical reason, you are unable to participate in classes and physical activity, you may suspend your membership until the issue is resolved.

**Waiver and release:** During all such times that you are on TOTALFIT IPSWICH premises your property and your person shall be at our own risk and you will not hold TOTALFIT IPSWICH or its instructors liable for any personal injury or loss of property whether caused by the negligence of TOTALFIT IPSWICH, its servants or agents.

If you are aware of any personal health problems, we urge you to see your doctor before using our facilities. We strongly advise you not to bring valuables to TOTALFIT IPSWICH.

You hereby indemnify and shall keep indemnified TOTALFIT IPSWICH from any liability for all actions, suits, claims, accounts and demand for any personal injury or loss of property arising or in any way connected with your use of our facilities (in such claims) including any such claims caused or contributed to by the negligence of TOTALFIT IPSWICH, its servants or agents.

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To the extent permitted by law, TOTALFIT IPSWICH shall not be held liable or responsible to you for any direct, indirect, or consequential injury, loss or damage to You or Your property whether due to negligence or otherwise. Nothing in this clause is intended to have the effect of contracting out of the Trade Practices Act 974 (Cth), or any applicable State or Territory fair trading legislation or other applicable consumer protection law, except to the extent permitted by that legislation.

You provide the indemnity and release with the knowledge of and in recognition of the possibility of injury or other dangers connected with any form of physical activity including activity usually undertaken in Health and Fitness Centres.

**Termination of agreement:** You may cancel nominated membership types by providing 7 days written notice. All weekly memberships will continue indefinitely at our discretion until written notice is received and will not be cancelled based on use of the facility. All memberships are at our sole discretion and we reserve the right to revoke or deny any membership at any time at our own discretion

**Termination of agreement for reason:** The membership cancellation fee will be waived in the following circumstances. If you die or you become disabled in such a way that you are unable to use the facilities, you or your legal representative may rescind this agreement by giving 7 days' notice in writing. If you are required to move for a reason outside of your control such as a defence posting. Any other reason in TOTALFIT IPSWICH'S complete discretion that TOTALFIT IPSWICH considers appropriate.

**Rules and Regulation:** By signing this agreement you acknowledge our Rules & Regulations governing the conduct of members and guests, and you agree to follow them. We may suspend or revoke your membership at any time without warning if you fail to obey our rules & regulations. We reserve the right to amend the rules & regulations as reasonably warranted.

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**Complete agreement and severability:** The terms contained in this agreement constitute the full agreement between you and us, and no oral promises are made part of it. If any part of this Agreement is declared invalid by law, neither you or nor we will lose any rights contained in the remaining provisions of this agreement.

**Applicable Law:** The law of the state of Queensland governs this agreement.

**Assignment of agreement:** We may sell, assign, or transfer our right title and interests arising out of the agreement. You will be notified of any such transfer. However, you may not sell, assign, or transfer your membership, unless you pay the transfer fee.

**Our Rights Upon Default:** In the event you default on this Agreement, we may suspend or revoke your membership privileges. If your default continues for 30 days, we may demand immediate payment of the entire amount you owe in addition to any financial institution charges and collection fees including but not limited to solicitors' costs and commissions incurred by TOTALFIT IPSWICH.

**Restrictions on Membership:** We reserve the right to revoke or deny the membership of any member of a guest whose access to or use of our facilities, in our judgement, creates a danger or health or safety hazard to you or our other members, guests, or employees. Access to our facilities can be denied unless you can provide competent medical evidence with additional evidence as we deem necessary.

**Breach:** If you are in breach of any clause of this agreement other than for payment of any amount due and remain in breach for a period of 5 days following a notice to rectify issued by the Fitness Centre, then the Fitness Centre may elect to suspend Your entitlement to Services until such time as the breach is rectified to the satisfaction of the Fitness Centre, (without affecting Your obligation to continue paying the Membership Fee and associated costs).

**Important:** Should you fail to use your membership and do not use our programs and facilities, you are not relieved of your payment obligation, regardless of the circumstances, except as provided for in this agreement.

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