

Terms and Conditions – Project Better

1. Introduction

- 1.1. These Terms and Conditions (**Terms**) outline your rights and responsibilities as a member of Project Better Pty Ltd trading as Project Better (**Project Better**). By submitting your Member Application Form, you agree to be bound by these Terms.
- 1.2. These Terms also relate to your authority to Project Better Pty Ltd in relation to the Direct Debit Authority which authorises payments from your nominated bank account or from your credit card for payments due to us pursuant to these Terms, which indicates your Membership Fees and your payments for any Extra Services.
- 1.3. Your Agreement with us is comprised of your Member Application, your Direct Debit Authority, our Privacy Policy, your Health Questionnaire and these Terms.

2. Definitions and Interpretations

Agreement means this agreement.

Authorisation of Payment Form means the form that authorises payment and includes the Direct Debit Authority.

Centre Rules means the centre rules displayed the Centre.

Centre means Project Better.

Direct Debit Authority means the Direct Debit Request Authorisation Form.

Extra Services means services other than your Membership.

Freeze Fee means the fee for temporarily suspending your membership displayed in the Centre.

Health Questionnaire means the health questionnaire you must undertake at the start of your Membership.

Membership means the name of the member in this Agreement.

Membership Access means access to the Centre

Membership Application means the application we will ask you to complete when applying for a Membership.

Membership Payment means each monthly Membership payment.

Us means Project Better

You means the person named as the member in these Terms.

3. Membership type

- 3.1. The Membership levels and the fees you will be charged are set out in your Membership Application.
- 3.2. Your Membership will begin on the date specified in your Membership Application.
- 3.3. Your Membership is contingent upon:
 - (a) your Membership Application being accepted;
 - (b) your completion of the Health Questionnaire;
 - (c) you signing the Authorisation of Payment Form, Direct Debit Request Form and your payments being up to date;
 - (d) you providing us photo identification that confirms your identity;
 - (e) you consenting to us taking a photograph of you for our member records;
 - (f) you agreeing to watch our induction video which may include instruction about safety and any other matters we consider relevant to you; and
 - (g) your ongoing and complete compliance with these Terms, the safety rules of the Centre (including any rules displayed inside the Centre) and responding to any lawful directive of the Centre's employees or contractors.
- 3.4. All of the items in clause 3.3 and these Terms comprise your membership agreement with us.

4. Minimum Age

- 4.1. Members must be at least 14 years of age.
- 4.2. If you are less than 16 years of age you:
 - (a) must be supervised by an adult member (who is a parent or guardian) or be in the presence of a Project Better personal trainer when using the facilities in the Centre; and
 - (b) must have a parent or guardian complete the Health Questionnaire.
- 4.3. If you are less than 18 years of age you must have a parent or guardian:
 - (a) consent to your Membership;
 - (b) accept all responsibility for your actions or failure to act in accordance with this Agreement; and
 - (c) agree to be responsible for paying all monies due for your Membership Fees and otherwise pursuant to this Agreement.
- 4.4. If you are less than 18 years of age you consent to us discussing your Membership with your parent or guardian.

5. Membership Transfer

You are not permitted to transfer your Membership to any other person.

6. Extra Services

- 6.1. The Centre may offer Extra Services to you as a member that can be purchased separately, and in addition to your Membership Fees.
- 6.2. Pricing for these Extra Services is available from the Centre and will change from time to time without notice.
- 6.3. It is important that you are on time for any appointment for the use of the Extra Services and we reserve the right to charge you the full fee by way of forfeiture if you are more than 15 minutes late for an appointment relating to these Extra Services.

7. Freezing your Membership

- 7.1. You may "freeze" i.e. suspend your Membership for a period of 2 weeks to 10 weeks.
- 7.2. The right to freeze your Membership is subject to:
 - (a) you paying the Freeze Fee; and
 - (b) you making the request in writing via email to jess@projectbetter.com.au

8. Payments

- 8.1. Your Membership Fees are due on the 23rd day of each monthly billing period.
- 8.2. Membership Fees vary depending upon your type of Membership.
- 8.3. Membership Fees must be paid in advance by periodic credit card authority or direct debit pursuant to your Authorisation of Payment Form. You will be barred from Centre access if you have fees outstanding.
- 8.4. You authorise us to deduct by periodic credit card authority or direct debit all monies owing to us under this Agreement, including Membership Fees and payments for Extra Services purchased by you.
- 8.5. The Centre reserves the right to alter Membership Fees on 30 days written notice to you such notice will be by email or letter directly to you or displayed prominently in the Centre.
- 8.6. As the parent or guardian of the member, by signing this Application you agree to be responsible for the members obligations under these Terms, including all payment of monies due. You also hereby authorise us to charge any fees for Extra Services and any other fees payable under these Terms by way of direct debit payment.

9. Access to Centre

- 9.1. Access to the Centre is conditional upon you having your access pass.
- 9.2. You are not permitted to provide your access card to non-members.
- 9.3. As a Member, you may bring a non-member to train with you at the Centre provided that the non-member pays the casual entry rate and that such attendance is during such hours that the Centre is staffed.
- 9.4. A fine of \$150 applies to you if you allow a non-member to access the Centre outside of the terms in this clause. Further, in such circumstances you agree to indemnify us in relation to any injury sustained by that person and form of damage that person causes to the Centre or those in the Centre.
- 9.5. You acknowledge that it may be necessary for the Centre to restrict the use of any item of equipment for safety or maintenance reasons or otherwise close off part of the Centre from time to time.
- 9.6. You will have unlimited access to the Centre 24-hours, 7 days a week, subject to these Terms.

10. Conduct/Behaviour of Members

- 10.1. It is expected that members will at all times behave in a well-mannered and appropriate way but is respectful to others in the Centre.

11. Your Health

- 11.1. You acknowledge that participating in exercise activities will incorporate various degrees of physical exertion and/or physical risk that may result in death or personal injury.
- 11.2. You agree to always be truthful in your disclosure to us about your physical condition including any existing medical conditions. You further agree to advise us of any change to your physical condition or if any medical condition arises. You agree that this is your ongoing obligation.
- 11.3. If you are unwell or injured, you agree not to use the facilities or participate in activities in the Centre. This is for your health and safety and the health and safety of the other members.

- 11.4. If you are feeling unwell or are injured using any equipment or otherwise being involved in any activity in the Centre, you agree to immediately stop any such workout or activity and notify a staff member.
- 12. Use of Camera**
12.1. In the interests of the privacy of others, members are not permitted to use a Camera while in the Centre.
- 13. Use of Equipment**
13.1. Members are expected to be careful with weights and other equipment in the Centre. Members must also replace all equipment, including weights, once finished.
13.2. Members are asked not to occupy equipment for more than 20 minutes at a time, so as to allow others to use such equipment.
- 14. Dress**
14.1. Members are asked to wear appropriate workout footwear while in the Centre.
14.2. Members are otherwise asked to dress appropriately while in the Centre.
- 15. Changes to these Terms**
15.1. You acknowledge that we are entitled to change these Terms upon 14 days notice to you (except for any changes in clauses 6.2 and 8.5).
15.2. All such changes in clause 15.1 will be provided to you in writing (which may be by email) or otherwise prominently displayed in the Centre.
- 16. Personal Information**
16.1. The way in which we will deal with your Personal Information is set out in our Privacy Policy, which is available on our website at www.projectbetter.com.au
16.2. Video surveillance within public areas in and around the Centre may be used for security and safety purposes.
- 17. Cancellation**
17.1. You may cancel your Membership during the cooling off period, which is 7 days from the date of this Agreement.
17.2. If you cancel during the cooling off period, all fees paid by you will be refunded less the costs of any of the Other Services and the then current casual entrance fee for each time you have attended the Centre during your Membership.
17.3. After the cooling off period, you may cancel your Membership by giving the Centre written notice prior to the monthly 23rd day of the month that you wish to cease the renewal of your Membership, in accordance with clause 17.4.
17.4. Cancellation must be by completing the Cancellation Form in the Centre.
17.5. The Centre may immediately cancel your Membership if:
(a) you breach these Terms or the Centre Rules, such that we consider it is no longer appropriate for you to remain a Member, in our absolute discretion;
(b) your Membership Fees or other monies payable under these Terms remain unpaid for a period of 14 days after being due; or
(c) the Centre forms the view that you have provided false information in your Membership Application or Health Questionnaire.
- 18. Our Liability to You**
18.1. You acknowledge that participating in physical exercise or any other activities in the Centre will incorporate various degrees of risk which may result in death or personal injury.
18.2. If you are killed or injured while using the facilities in the Centre including engaging in Extra Services, or participating in other activities in the Centre, the Centre will not be liable unless such death or injury is a consequence of our gross negligence.
18.3. We are required pursuant to *Australian Consumer Law and Fair Trading Act 2012* to provide you with the warning notice set out in clause 18.5. By signing this Agreement, you are signing the "form" referred to in clause 18.5.
18.4. In clause 18.5, a reference to "you" means you and your child (if you have agreed to these Terms on behalf of a child) and a reference to a "supplier" means Project Better Pty Ltd.
18.5. Warning under the *Australian Consumer Law and Fair Trading Act 2012*

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

19. Other Matters

1. These Terms are governed by the laws of Victoria you irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.
2. In entering into these Terms, you have not relied on any warranty, representation or statement, whether oral or written, made by Project Better or any of its employees, contractors or agents relating to or in connection with the subject matter of these Terms.
3. These Terms supersede all oral and written negotiations and communications by and on behalf of either of the parties.
4. If any provision of these Terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
5. If you change your postal or email address or telephone number, you agree to advise Project Better of those details within 7 days of the change.

By signing below you are confirming you have read and understand the documents in paragraph 1.3.

The Agreement between you and us will take effect when you sign these Terms:

Name of member _____

Signed (member) _____

Date _____

As the parent or guardian of the member, by signing this Application you agree to be responsible for the Members obligations under these Terms, including payment of all monies due. You hereby authorise us to charge any fees for Extra Services and any other fees payable under these Terms by way of direct debit payment.

If you are under the age of 18, a parent or guardian will need to sign below to consent to you becoming a member and will be

responsible for your obligations under the Agreement, unless we waive this requirement.

Name of member under the age of 18 _____

Name of Parent/Guardian _____

Signed (Parent/Guardian) _____

Date _____

Project Better Pty Limited t/a Project Better

Name of Project Better Representative _____

Signed (for and on behalf of Project Better) _____
(Project Better Representative)

Date _____