

Terms and Conditions

Last Updated April 2010
Fresh Start Thrive Over 55 Fitness Pty Ltd Thrive Over 55 Fitness Pty Ltd
ABN 955 820 44155



Thank you for taking the first step towards a healthier lifestyle, with us here at Fresh Start Thrive Over 55 Fitness Pty Ltd. We trust you will enjoy your time with us and we hope we can be of as much assistance as possible in helping you to reach the results you set out to achieve. If at any time you have any questions, need any help in our facility or would like to bring anything to our attention, please do not hesitate to contact us via our feedback box, as we are as determined in helping you achieve your individual fitness goals, as we are to promote health and fitness throughout the greater community.

**Yours in fitness, health and wellbeing,
The Fresh Start Thrive Over 55 Fitness Team.**

Fresh Start Thrive Over 55 Fitness Pty Ltd Thrive Over 55 Fitness - Membership Terms and Conditions

Please read through this information carefully and keep it where you can refer to it from time to time.

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Recommendation:

Before commencing any exercise program, we require that you get full clearance by your G.P.

We recommend that you consider these terms and conditions before you agree to become a member of Fresh Start Thrive Over 55 Fitness Pty Ltd. Our Membership Terms, Conditions and Rules may change from time to time. We will make an effort to contact you in advance as defined in Operations and Rules Changes – in the Rules section. A copy of the terms and conditions are available on our website.

NOTE:

If, after agreeing to become a member of Fresh Start Thrive Over 55 Fitness Pty Ltd, you decide you do not wish to go ahead with your membership, please refer to Paragraph 8 (Trial Period).

Membership Categories

“Pre-Opening” Membership - is a fortnight to fortnight continuous payment plan, with a minimum term of 4 weeks.

“Results” Membership - is a fortnight to fortnight continuous payment plan, with a minimum term of 4 weeks

“12 week Quickstart” Membership – is a continuous payment plan, with a minimum term of 12 weeks. You can select to end the membership at the end of this term by ticking the ‘Terminate after minimum term’ box on the Direct Debit Request (DDR) form, otherwise, it will continue at the scheduled payment amount. Should you decide to pay for this membership up front, you do not need to fill in a DDR Form.

The contract will continue to run after the minimum term on a fortnight to fortnight basis until cancelled in accordance with Paragraphs 9 or 10. **NOTE:** Reduced payment options like Payment Suspension, pro-rata fees etc are not classified as a full payment.

All other membership sub-categories, for example, founding, other special offers or family memberships will fall under previously mentioned categories, as stated on your Fresh Start Thrive Over 55 Fitness Pty Ltd Pty Ltd Program Application and Contract.

Membership terms and conditions

1. FINAL CONTRACT ARRANGEMENT - No contract will exist between you and Fresh Start Thrive Over 55 Fitness Pty Ltd until we sign the contract.

2. FRESH START THRIVE OVER 55 FITNESS PTY LTD’S ACCEPTANCE OF THIS CONTRACT - In addition to the matters set out above, we have 7 business days after formation of a Contract to rectify any miscalculation reflected within the application of the Agreement or the DDR.

3. CLUB RULES – Fresh Start Thrive Over 55 Fitness Pty Ltd has rules and regulations that all members and visitors must comply with. The gym area, Group Fitness area, beauty area and bathrooms/change rooms can at time be higher risk areas and you must ensure that you abide by the rules which may be displayed in those and other areas, in handouts, emailed to members and on our website as well as in these terms.

4. MEMBERSHIP PRIVILEGE - You will be bound by these Membership Terms once we have signed the contract and not based on the amount of times you may use the club. As a member you are entitled to use the facilities of the Club only during the specified times and only for the term of this membership subject to meeting these Membership Terms and the rules applicable. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these Membership Terms.

5. PAYMENT OF FEES -Memberships are paid weekly, fortnightly or up-front in advance. You agree that all merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you.

6. PRE-PAID MEMBERSHIP -

PAY IN ADVANCE MEMBERSHIPS -You may choose to make advance payments of your weekly, fortnightly or monthly dues (whichever is applicable) up to any time limits imposed by law. Please be advised that you are still required to provide details of your direct debit account for immediate direct debit after the initial period (the period paid for in advance).

PAY UP-FRONT MEMBERSHIPS – 3, 6 or 12 month memberships are available to purchase as an alternative to a continuous direct debit membership. These types of memberships are paid in advance. It is important to know that when it comes time to renew your membership - in order to avoid the imposition of increased membership dues upon renewal of your membership, you must renew it before it expires. You may renew your membership upon payment of the membership fees and administration fee current at the time of renewal. Your renewed membership will be on the membership terms current at the time. Please note, should you decide you no longer want to continue your membership, within the pre-purchased term, no refund will be given.

7. OUTSTANDING MONIES / NO ACCOUNT DETAILS – Access to the club may be suspended if any amount payable for your membership is not paid on the due date, until such time as payments are up to date. Any monies outstanding for other services in the club (for example, outstanding payments for retail items or beauty services) may be automatically deducted from the supplied account/credit card details if not paid by you, in person at the club. PLEASE NOTE: Fresh Start Thrive Over 55 Fitness Pty Ltd will suspend your membership until full account details are provided.

8. TRIAL PERIOD - You have a 'Trial Period' of 7 days commencing on the date a Contract is formed. If you wish to utilise this period to cancel your membership, you are required to tell us in writing that you want to cancel your membership during your Trial Period. We will cancel your Contract and refund to you your initial payment less an assessment fee of \$75.00. After the Trial Period ends, if you wish to terminate/cancel the Contract, you may be required to pay a fee to us calculated in accordance with clauses 9, 10, 11 and 12.

9. CANCELLATION WITHIN MINIMUM TERM CANCELLATION/TERMINATION FOR MEDICAL OR RELOCATION REASONS - You can only cancel your membership prior to the expiry of the Minimum Term if you:

- become subject to medical incapacity
- if you relocate to an area not within 30 kilometers of The Club, or
- if we make changes to the Contract which adversely affect you (refer to Paragraph 12 Cancellation or Termination When Changes Made to Terms & Conditions or we breach our obligations).

Supporting documentation to our satisfaction is required for cancellation due to medical incapacity or relocation (in the case of medical reasons, by a qualified medical practitioner certifying that you are permanently sick or incapacitated from undertaking any exercise regime for a period of 12 months or the remaining term of your membership, whichever is the LONGER and in the case of relocation, by a real estate or similar agent certifying your relocation). In either of these cases, you may choose to transfer your membership Contract to someone you introduce to the club and who has not been a member of Fresh Start Thrive Over 55 Fitness Pty Ltd for a minimum period of three months (relevant fees will apply). In this case the exit fee will be waived. If you do not choose this option, an exit fee will be charged depending on the number of fortnights left on the contract. Please refer below.

CANCELLATION 'EXIT FEE': This fee allows you to cancel your contract your contract within the Minimum Term period and is only offered for the reasons outlined above. For the remaining time of: 4-12 weeks = \$100; 13 weeks or more = \$200.

10. CANCELLATION OR TERMINATION WITHIN MINIMUM TERM FOR OTHER REASONS - If you wish to cancel your membership for any other reason before the Minimum Term of your membership has expired, you may do so by giving 2 weeks written notice (counted from the next direct debit date) and upon payment of a cancellation fee equivalent to the remaining payments due on your minimum term contract.

11. CANCELLATION OR TERMINATION OUT OF MINIMUM TERM - For any cancellation after the expiry of the Minimum Term you must give us 2 weeks written notice (counted from the next direct debit date). All fees must be paid up to date at the time of lodgment of the written cancellation request. Your cancellation will not take effect until we give you confirmation of your cancellation notice and receipt for payment of all required fees both of which we will provide. So there can be no mistake, for your membership cancellation to be effective, all your membership fees must be paid up to date on the date you give notice AND you must pay or make satisfactory arrangements to pay all membership fees for the period from the date of notice until the date it takes effect. Should you have outstanding fees, your cancellation will not be processed and you will have to reapply to cancel in writing once payment is up to date. NOTE: Payment Suspension periods do not count in any period of notice required to be given to cancel or terminate your membership.

12. CANCELLATION OR TERMINATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS - You may end your contract at any time by giving the written notice set out in paragraph 11 and if we tell you we are going to adversely change or add to these Membership Terms and Conditions, Club Rules or Club services and facilities or if we are going to adversely change the membership fees applicable to your membership. (This does not include group exercise timetable changes or changes to extra services, opening hours or low usage period opening hour changes).

13. BEAUTY THERAPY SERVICES "REFRESH BY FRESH START" – Bookings for our beauty therapy services may require a credit card to hold the booking. Any cancellation of beauty services must be made 24hrs before the booking commencement time. Failure to comply will result in a 50% charge of the beauty treatment booked for this time.

14. PERSONAL TRAINING SERVICES, 1 on 1 & SMALL GROUP SESSIONS - Bookings for our personal training services (including, but not limited to 1 on 1 small group session, assessments and reassessments) may require a credit card to hold the booking. Any cancellation of personal training services must be made 24hrs before the booking commencement time. This includes sessions that are purchased in conjunction with a membership and paid for on your direct debit. Failure to give 24 hours notice or more will result in the loss of the session with no refund. All Personal Training Services must be paid for in advance.

15. MONETARY REFUNDS - You have a 'Trial Period' which commences on the date the contract is formed, or in the case of a new Club, the Grand Opening date, and will end 7 full days after this period where you will be refunded your initial payment (including the remainder of the 2 week up-front payment - if applicable) less the assessment fee if you decide you do not wish to proceed with your membership application. This request must be made in writing and submitted and acknowledged within this period. After this period you are not eligible for any refund of money which you have paid to us for any reason. Should you pre-pay for a membership or a program offered at, or by Fresh Start Thrive Over 55 Fitness Pty Ltd, a refund will not be granted for any reason. This includes but is not limited to 1,2,3 & 12 month memberships and other special programs. In the case of point of sale items, we will exchange a product if it is faulty, however we will not exchange or refund if your change in mind. All assessment fees, PT fees and Beauty Therapy fees are non-refundable, except in circumstances where a payment has been made up-front for a single session and your appointment is cancelled with 24 hours notice or more.

16. FEE INCREASES - We reserve the right at any time, after the minimum period of the contract, to increase the fees to be charged. We will use reasonable endeavors to give written notice to the most current address you have supplied at least 14 days prior to this occurring. You will be taken to have received notices sent to your latest address given to us on the second business day after we post them. If membership fees are increased and reasonable endeavors have been made to provide prior notice, you hereby authorise the Company to increase any direct debits to your credit card or bank account which you have authorised upon joining (or on a separate Variation Form - whichever the most current) accordingly. We won't use this right to vary the terms on any special offer which applies to you i.e. fee reductions.

17. DEFERRED PAYMENTS - Where assessment fees or other fees have been deferred (as shown on your membership agreement), you hereby authorise us to increase direct debits to your credit card or bank account which you have authorised (or on a separate Variation Form - whichever the most current) accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full. For example, there may be promotions where we allow the member access to the club on the basis that joining and/or assessment fees will be debited from the authorised bank account or credit card on the first direct debit.

18. MEMBERSHIP PAYMENT SUSPENSION - Membership Payment Suspension is available for a minimum of 2 weeks to a maximum of 14 weeks (with a fee of \$5.00 for each fortnight that you wish to suspend your membership payable in advance prior to the commencement of the Payment Suspension period) provided that all amounts payable for membership dues are paid up to date. Additional periods (no longer than 38 weeks) are available for travel or medical reasons upon production of supporting documentation to our satisfaction. NOTE: No pro-rata of direct debits will be done; the debit will only be frozen for the first direct debit/s that falls within the Payment Suspension period. For up front memberships of less than 6 months, Payment/time Suspension is not available.

19. ACCESS TO CLUB - You will be issued with 1 Membership Card with a membership number when joining. Your photo will be attached to your account via our digital camera and stored on our club management software. Entry to the club without a valid Membership Card is at Fresh Start Thrive Over 55 Fitness Pty Ltd's discretion, photo ID may be asked for. You must not loan your Membership Card or permit its use by anyone other than you. If you lose or misplace your Membership Card, you will be charged \$7.50 for it's replacement.

20. ADMISSION RIGHTS - We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for inappropriate behavior that may be deemed threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of alcohol and/or illegal or performance enhancing drugs. We may issue warnings, suspensions and may terminate your membership for any breach of these Membership Terms & Conditions or failure to comply with club Rules. Restrictions may also be imposed and warnings may be given at our sole discretion.

21. FEEDBACK PROCESS – Fresh Start Thrive Over 55 Fitness Pty Ltd values both your feedback and complaints. We will endeavour at all times to assist you with any concerns you may have. To effectively process your feedback we have a system in place so that feedback can be dealt with in a timely fashion. The initial feedback is always directed immediately to the relevant Head of Department within the club whose role it is to contact you within 5 business days (where possible and if appropriate) to discuss or resolve. Should you feel that it has not been resolved effectively, then it may be escalated to the General Manager who will in turn contact you.

22. CHANGE OF DETAILS - It is mandatory that you keep us informed of any change of address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership. It is our policy to have at least 2 current contact phone numbers as well as 1 other emergency contact number + a current email address and photo ID on our system. Access to the club may be denied if we do not have these details.

23. IN-CLUB-HELP IN RELATION TO USE OF THE GYM - You have an opportunity to attend the complimentary orientation session on joining the club. While we schedule a personal trainer to supervise the gym floor at all times, should you need further assistance, it may not be available at all times. If you believe that there is a risk to your health by participating in any of the fitness activities offered at the club, you must inform us in writing of that risk and give full details of the risk, and we recommend that you train under the guidance of a personal trainer. You warrant to us the accuracy of your answers to any questionnaire regarding your physical condition and we will rely on the accuracy of those answers. We may, at our discretion, deny your membership application until you receive written medical clearance from your doctor to proceed with an exercise program at the club and/or until you have received advice as to an appropriate exercise program. We require that written medical clearance on a form supplied by Fresh Start Thrive Over 55 Fitness Pty Ltd is obtained prior to starting any form of exercise. You may at any time book in to see one of our professionals in regards to exercise or diet. These consultations will have associated fees.

24. RISK WARNING - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by Fresh Start Thrive Over 55 Fitness Pty Ltd, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use. You may at any time request an equipment orientation from a trainer supervising the floor. You may ask any trainer on the floor for help, if they are not taking a 1-on-1 training session with another client. Fees may be associated with a service provided outside the normal inclusions.

25. RESPONSIBILITY FOR DAMAGE - You are liable to indemnify the club for any loss or damage (including consequential loss and damage and legal costs incurred by us) which you or your guest may cause to the club facilities arising from a breach of this agreement, your negligence, or, any willful act or omission committed by you. The club may ask you for reasonable payment for damages and refuse entry until payments have been made. If payment is refused, then your membership may be terminated immediately and, then if necessary legal action will be commenced (at your expense) to recover any loss or damage suffered by the club.

26. CONTRACTORS - Independent contractors may be licensed to use the club to provide services, such as, but not limited to, personal training, group exercise, beauty therapy, nutrition, exercise physiology, physiotherapy and massage. Any claim, loss or damage which you might have suffered as a result of an act or failure to act by such a contractor (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of, that contractor and not Fresh Start Thrive Over 55 Fitness Pty Ltd. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor providing services at the club. The Company will at all times assist, where possible, to resolve any conflict or issues with contractors.

27. YOUR PHYSICAL CONDITION - Whilst using the club facilities all Members accept responsibility for their state of health and physical condition. Upon signing your initial agreement, you filled in a Pre-Exercise Questionnaire and submitted a medical clearance to your Dr. You warrant and represent on the date of the Contract, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason, that has not been identified in your medical clearance form, why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. Fresh Start Thrive Over 55 Fitness Pty Ltd staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition.

27.1 We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise. You shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests. All beauty therapy customers must not use any of the beauty therapy services if they currently have any open sores of infectious conditions including but not limited to cold sores.

27.2 Guests will not be permitted to exercise without a prior assessment.

28. CLAIMS DERIVING FROM CLUB CLOSURE - If the club is closed for more than 2 days for refurbishment or it has been damaged, you may, without charge, transfer your membership to anyone who is not a current member of the club or we will suspend the necessity to pay a membership fee for the period of closure of the club. This does not entitle you to reduce membership fees when the club is closed on a public holiday, or we change the opening hours or timetable during low usage periods (this may include School and Christmas holidays). If the membership is transferred, the new member must undergo a medical clearance and our assessment, and pay any associated fees, prior to taking over your membership. From time to time the club may close for staff training. This does not entitle you to reduce membership fees when the club is closed.

29. UNENFORCEABLE CLAUSES - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions. NOTE: The Contract will be subject to the laws of New South Wales.

30. CONTRACT TRANSFER BY FRESH START THRIVE OVER 55 FITNESS PTY LTD - We may assign or transfer the benefit of the contract, or sub-contract its obligations under it, to any person, firm or company at any time without notice to you but shall remain liable to meet our obligations to you under the Contract.

RELEASE AND INDEMNITY

31. DAMAGES/PERSONAL INJURY - We give you warning that, whilst on our premises you may suffer injuries including but not limited to broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members, or any other incidents.

31.1 In consideration of the grant of membership to you, entitling you to engage in fitness activities provided by the Company, you hereby release and forever discharge the Company from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs, including for personal injury and expenses however arising that you may have had but for this release arising from or in connection with your participation in fitness activities at the Company or being on the Company's premises.; and

31.2 You indemnify the Company to the extent permitted by law in respect to any loss or damage (including consequential loss) arising as a result of or in connection with your participation in fitness activities provided by the Company or arising from being on club premises and whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law, breach of duty, default and/or omission on the part of the Company or otherwise.

32. RELEASE AND INDEMNITY - In consideration of Fresh Start Thrive Over 55 Fitness Pty Ltd accepting your application for membership of the Club, and for you becoming and remaining a Member of the Club, you agree that the Company shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any Club premises by you or your guest, occurring on said premises except where caused by the gross negligence or willful neglect of Fresh Start Thrive Over 55 Fitness Pty Ltd. In addition, Fresh Start Thrive Over 55 Fitness Pty Ltd shall not be liable for any loss or damage arising from the death or, personal injury or illness suffered by you or your guest which occurs upon any Club premises or as a result of the use of facilities and / or equipment provided by Fresh Start Thrive Over 55 Fitness Pty Ltd, except to the extent that such death, personal injury or illness arises from the gross negligence or willful neglect of Fresh Start Thrive Over 55 Fitness Pty Ltd.

Our Limited Commitment to You Regarding the Direct Debit Agreement

If you are paying your membership fee by installments you will enter into an agreement with DebitSuccess Pty Ltd for the Minimum Term. Despite this arrangement we retain the right to deal with and determine any queries, conflicts or requests, that may arise by you having a contract with us, including the terms and conditions as outlined in this document. For all circumstances regarding your direct debit agreement with DebitSuccess Pty Ltd, please refer to the Terms and Conditions of the DebitSuccess Contract and the Terms and Conditions of the DebitSuccess Direct Debit Request (DDR) Service Agreement, on the back of your copy of the DDR & Contract. For cancellation and hold policies our terms and conditions replace the terms and conditions on the DDR & Contract. By acknowledging your understanding of these terms and conditions, you also acknowledge your understanding of the Debit Success DDR contract Terms and Conditions.

Rules of the Club

CLASSES – Some classes require a book in facility. These classes include, but are not limited to Balance and Stretch classes. The booking process may change from time to time so it is important to read notices about this, which will be displayed in the club or emailed out to members. Mats are used in some group workouts. Mats are available for purchase and hire at reception. Information on what to bring and if you need to book in for classes will be available on the website and also on the timetable. Some classes/programs are not included in your memberships, these include but are not limited to Personal Training sessions and Group events such as our 12 week challenges. These classes/programs incur fees. You are entitled to use the classes at Fresh Start Thrive Over 55 Fitness Pty Ltd Health and Fitness Centre, Narrabeen for an extra fee of \$5 per class (payable to Fresh Start Health and Fitness Centre, Narrabeen).

LOCKERS -Lockers are provided for use whilst exercising & will be cleared daily once the club is closed. Locker keys are available at reception and will only be given out if an item (keys or ID) is left in place of the key. Please be advised that the lockers provided are not security lockers and therefore we request all valuable items are left at home. While care is taken to safeguard locker contents, thefts can occur. Please be aware that Fresh Start Thrive Over 55 Fitness Pty Ltd does not accept responsibility or liability for any loss or damage to your personal property. When using lockers, please ensure that the locker key is secure at all times on your person. (Reception can supply a safety pin for this purpose; however, we do strongly suggest the keys should be pinned INSIDE a pocket). **Please LOCK your locker whilst in use and also after you have finished using it.** Should a locker key be lost, there is a \$40 charge for replacement of the key and barrel. If your belongings are left in a locker, they may be removed and the Company will take no responsibility for loss or damage.

Your Fresh Start Thrive Over 55 Fitness Pty Ltd ID Tag and car keys - It is mandatory to sign in using your ID tag. Access to the club will only be granted to you upon presentation of your access card or (if requested) photo identification. However, if you are not using a locker, Fresh Start Thrive Over 55 Fitness Pty Ltd takes no responsibility for your keys. Should you leave your keys at reception, you do so at your own risk. We prefer not to have extra keys at reception, so please keep them with you at all times or request a locker. Locker keys are your responsibility and must be returned prior to leaving the club. If you lose your membership ID tag or locker key there will be a replacement charge.

LOST PROPERTY –Items left in the gym will be kept in lost property for a period of 2 weeks. After 2 weeks, we will give lost property to “The Smith Family” if not claimed. Lost keys or wallets will be forwarded onto the Police. In the case of a lost wallet, Fresh Start Thrive Over 55 Fitness Pty Ltd will endeavour to find the owner of the wallet by looking for an ID card inside the wallet. All other items will be left intact. Fresh Start Thrive Over 55 Fitness Pty Ltd takes no responsibility for lost or stolen items.

CLOTHING & HYGIENE – Fresh Start Thrive Over 55 Fitness Pty Ltd requires all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas (excluding wet areas). It is also paramount that personal hygiene is considered when visiting The Club, so it is appreciated that **everyone wears deodorant** and is aware of their own body odour. We retain the right to remove or exclude patrons who wear offensive or inappropriate clothing or engage in behavior which is considered unhealthy, unhygienic or offensive.

TOWELS – Fresh Start Thrive Over 55 Fitness Pty Ltd requires all members to use clean towels to lie on when using equipment (including mats and carpet) at all times. Members will wipe down any equipment in which they have touched with their hands or other body parts which have skin contact to equipment. Towels are required in all classes. There will be a limited amount of towels at reception that you may purchase or hire for use, however we strongly suggest that you bring your own.

WET AREA USAGE - You and your Guests may use the bathrooms. These areas are unsupervised and you use them at your own risk. No running, or jumping permitted in these areas.

VEHICLES - Vehicles and their contents, parked in the car park or elsewhere on the premises are left at the owners risk and Fresh Start Thrive Over 55 Fitness Pty Ltd will accept no liability for loss or damage. Vehicles entering the carpark will do so at their own risk and care must be taken at all times. Speed limits and stop signs must be adhered to.

TIME LIMITS - You must adhere to parking and equipment time limits. Violation of limits may incur fees as decided by the Company from time to time.

ADDITIONAL SERVICES – Fresh Start Thrive Over 55 Fitness Pty Ltd offers additional services such as but not limited to Personal Training, Specialty GRAVITY classes, Health and Fitness Retreats, Weight Loss Challenges and special outings or programs etc. These services do not form part of the Contract and will incur separate fees and have separate agreements.

GUESTS - Guests may enter the club on payment of a fee determined by the Company from time to time. Guests must sign the Guest register, complete a pre-exercise questionnaire (on their first visit) and, if requested, show a form of photo identification. Guests are subject to the Rules and Terms detailed here, and in the Guest Register and Pre-exercise Questionnaire. The number of visits by a guest to a club is at the sole discretion of the Company. All guests must be accompanied by you and must leave when you do.

CHILD MINDING – There are no Child Minding facilities available at Fresh Start Thrive Over 55 Fitness Pty Ltd – Thrive Over 55. Children are not permitted to be left while you train.

USE DURING PEAK TIMES - At peak times the club has the right to limit use of cardio vascular equipment to 20 minutes. We strongly advise that if you can avoid the gym during peak times, it will make your workout more enjoyable. We understand the frustrations caused by peak hour times, however, we will, where possible, add extra trainers to help during these peak times.

SMOKING AND CONSUMPTION OF ALCOHOL – Is not permitted anywhere on the Fresh Start Thrive Over 55 Fitness Pty Ltd Health and Fitness Pty Ltd or The Gateway's Grounds. Anyone caught using either of these things will be removed immediately from the grounds and fines may be enforced.

OPERATIONS AND RULES CHANGES - We cannot guarantee that we will not need to add to, change or remove Rules or conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by the Club from time to time. With any such additions, deletions or changes Fresh Start Thrive Over 55 Fitness Pty Ltd will attempt to notify you in the club or to your last known address in writing or by phone or email with at least 7 days notice. If at any time the operations or services of a club are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice to you, offer either the transfer of your membership to another person who is not currently a member, grant you complimentary Payment Suspension or you may cancel your membership as outlined in Paragraph 12. You will not have any other claim against us if this happens. NOTE: We will not use this right to vary the terms of any special offer which applies to you unless within the 7 business day period after signing where a miscalculation has occurred.

OPERATING HOURS – The opening hours at the time of print are as follows. Fresh Start Thrive Over 55 Fitness Pty Ltd Health and Fitness Pty Ltd reserves the right to change the opening and closing times. We will inform members with 7 days notice should we need to make changes to these times (there will be exceptions made for Grand Opening, staff training days and special functions). Fresh Start Thrive Over 55 Fitness Pty Ltd will review opening times every three months based on gym usage. The most up-to-date opening times will always be published on the website or on the timetables.

	OPEN	CLOSE
Monday	07.00	19.00
Tuesday	07.00	19.00
Wednesday	07.00	19.00
Thursday	07.00	19.00
Friday	07.00	15.00
Saturday	08.00	12:00
Sunday	Closed	Closed

Public Holidays – We will be closed on all public holidays. It is at our discretion if we decide to open on non-major public holidays.

Christmas Holidays – For the 2 week Christmas / New Year period, Fresh Start Thrive Over 55 Fitness Pty Ltd will have reduced hours, with little or no classes.

We remind you that access to the club for members is only permitted during opening hours.

Privacy Statement and Acknowledgment

In the course of establishing a Contract with you and during the term of that Contract we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). We respect the necessity to keep such information private. Fresh Start Thrive Over 55 Fitness Pty Ltd will keep your private information secure and then only use, disclose or deal with such information for the purpose of your membership and then only in accordance with your prior written permission.

Other Information

Please let us know if you have any questions about the terms. If there is any conflict between what we say in this document and anything you have been told at the club or over the telephone, these terms and conditions will prevail. If, at any time, we decide not to enforce our rights for any reason or period, this shall not be construed as a waiver of those rights. We have 7 business days after formation of a contract to fix any miscalculations we or you have made within the Program Application and Contract. You, as the member, have a 7 day trial period whereby you may cancel the Application and Contract on written notice. Please refer to Paragraph 8 (Trial Period).

Fresh Start Thrive Over 55 Fitness Pty Ltd sends weekly email alerts to members. It is the member's responsibility to ensure that Fresh Start Thrive Over 55 Fitness Pty Ltd have the most recent email address. Fresh Start Thrive Over 55 Fitness Pty Ltd accepts no responsibility for a member not knowing about changes in the club or any important messages sent out via email if they have not given Fresh Start Thrive Over 55 Fitness Pty Ltd a current email address.

Definitions

The following definitions apply with regards to these Membership Terms and Conditions:

Fresh Start Thrive Over 55 Fitness Pty Ltd, Company, we, us, our:

Means Fresh Start Thrive Over 55 Fitness Pty Ltd.

Minimum Term: Means the term specified in the Agreement and Direct Debit Request (DDR) Contract.

You, your: Means the member of Fresh Start Thrive Over 55 Fitness Pty Ltd and/or their family or guardian (with or without power of attorney), their agent, executor, administrators or permitted assigns of the member.

The Club, The Facility: Means the Fresh Start Thrive Over 55 Fitness Pty Ltd club where you signed your agreement.

Club, Facility: Fresh Start Thrive Over 55 Fitness Pty Ltd Health and Fitness Centre / Club / Fresh Start Thrive Over 55 Fitness Pty Ltd – Thrive Over 55.

Beauty or Beauty Therapy: Refers to Fresh Start Thrive Over 55 Fitness' in house "Refresh" Beauty Therapy.

Contract, Agreement, Application: Means the Application and Contract between Fresh Start Thrive Over 55 Fitness Pty Ltd and you under which you will become a member of Fresh Start Thrive Over 55 Fitness Pty Ltd.

Rules: Means the rules regulating the operation of opening hours, equipment, behavior in the club, specified in signage, occasional newsletters and on our website.

Trial Period: Means a Cooling Off Period.

Agreement: Your membership agreement you signed upon becoming a member. Fresh Start Thrive Over 55 Fitness Pty Ltd has an identical copy of this agreement.

DDR: Direct Debit Request Form - this form contains your debit information and agreement.

Medical Clearance, Dr's Letter, Medical Approval: Refers to the letter we provide you before joining, that you are required to take to your Dr, GP or medical specialist. All medical considerations must be noted on this letter.