



1 Pulse Fitness & Personal Training Studio
U6/ 162 Winton Road, Joondalup WA 6027
ABN 94 517 169 344
Phone: 9300 2037

PULSE FITNESS MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

In these terms and conditions, “Pulse Fitness” means Serah Australia Pty Ltd, trading as Pulse Fitness & Personal Training Studio and “management” means the management of Pulse Fitness and “loss or damages to property” includes economic, indirect and consequential loss.

1. ANNUAL MEMBERSHIP ENTITLEMENT

On payment of the annual membership fee, I acknowledge that I will be bound by the terms and conditions of the membership set out and referred to in this document. As a Pulse Fitness member, I understand that I am entitled to use the facilities set out in my membership, only for the term of this membership.

Members are entitled to and are recommended to have:

- An initial fitness appraisal and personalised training plan
- New plans may be requested at quarterly intervals
- Monthly reviews
- Access to internal club challenges and social events
- Organising registration for team events
- Monthly newsletter
- Monthly member lucky draw
- If you want to share Personal Training sessions, we will help find you a suitable partner
- Business registrar for clients as preferred providers on our noticeboard
- Free crèche
- Complimentary shower facilities and some
- All direct debits for group classes & Personal Training sessions include unlimited Gym use
- Unlimited group classes can be added to all direct debits for an additional \$20 per week

2. MEDICAL CLEARANCE

Presentation of a ‘fit to exercise medical clearance’ from a medical practitioner may be necessary if requested before proceeding with an exercise program.

3. CHECKING IN

On entering the venue, please enter your details into the sign in book at the reception area, in order for your visit to be recorded.

4. CONDITIONS OF ENTRY POLICY

Patrons must abide by Pulse Fitness Conditions of Entry, available at reception on request.

5. COOLING OFF PERIOD

I understand that I have a 48-hour cooling off period (as per the Fitness Industry Code of Practice Regulations 2007) after signing this agreement. This agreement can be terminated without reason within a 48-hour period by written notice to Pulse Fitness reception where I will be refunded my initial investment less administration costs of \$19. After this period, I acknowledge that I am not eligible for a refund.

6. MEMBERSHIP CHANGES

Membership packages can be changed or transferred to another person with terms and conditions subject to the discretion and approval of management.

7. PRICE STRUCTURE

Pulse Fitness reserves the right to annually review and implement new pricing structures. Notification of any changes will be made and implemented 4 weeks from the notification date.

8. REFUNDS

Refunds are not available on upfront paid fitness memberships or packages. The Ongoing Direct Debit membership is paid a week in advance upon joining and is for a minimum 6-month contract.

9. DIRECT DEBIT RULES AND REGULATIONS

Direct Debit members will be debited each calendar week on a specified day as per the membership agreement unless the Direct Debit membership is cancelled (see Cancellation of Direct Debit, Clause 9). Direct Debit members must be over the age of 18 years (under the age of 18 years – membership must be under the authorisation of a parent or guardian).

10. CANCELLATION OF DIRECT DEBIT

To cease a Direct Debit, a request must be made in writing with a minimum of 2-weeks' notice. There are no cancellation fees other than any scheduled payments due within the 14-day period of notification, or the remainder of the initial 6-month contract. Scheduled payments due within this period will be debited in full. No cancellations are available on upfront paid packages. Pulse Fitness reserves the right to cancel a membership where the member has not abided by the terms and conditions of the membership contract, including failed payments.

11. UPFRONT PACKAGES

Upfront packages are for a fixed number of sessions with an expiry date, and are paid upfront upon commencement.

12. ONGOING DIRECT DEBIT MEMBERSHIP

An ongoing direct debit membership is a membership where weekly fees are debited on a weekly basis until which time the membership is terminated with 14-days notification in writing (refer to Cancellation of Direct Debit Clause 9).

13. BREACH OF DIRECT DEBIT AGREEMENT (Ongoing Direct Debit)

The direct debit membership is an ongoing membership which will continue to be automatically direct debited until such time the member cancels the membership with 14-days notification and cancellation received in writing (Refer to Cancellation of Direct Debit Clause 9 above). If the member terminates the direct debit membership in a manner not prescribed by the Terms and Conditions, the member may be liable to Pulse Fitness for damages for breach of membership agreement.

14. APPOINTMENT CANCELLATIONS AND RESCHEDULING

All appointments are subject to a 48-hour cancellation/rescheduling period. Any appointments not given 48-hours' notice will be forfeited. This time frame allows us to reorganise our daily schedule to ensure efficient time management. Emergencies may be subject to management discretion.

15. FAILED DIRECT DEBIT PAYMENT

You will be notified by email/SMS/letter if you have any failed payments which are due on a Direct Debit membership. In this case, a failed payment fee of \$15 will be charged by FFA Pysmart® in addition to the weekly membership fee. The failed payment plus the failed payment fee will be debited within 14-days after the initial weekly fee was due.

16. MEMBERSHIP SUSPENSION

Any Direct Debit members are eligible for a minimum of 14-days and a maximum of 12-weeks suspension (hold). Notice must be given in writing with a minimum of 7-days' notice. A \$19 administration fee will be incurred when suspending a membership and the suspension will not be activated until this fee is paid. Weekly debit payments will be deferred for the duration of the suspension time.

17. COURSE CANCELLATIONS (Bootcamp etc.)

Course dates are subject to cancellation due to insufficient bookings. If a course is cancelled, an alternative date/location will be provided where possible.

18. WITHDRAWAL FROM COURSE

A \$19 administration fee will apply if you withdraw prior to the start of a course. No refunds or credits are provided after the course commencement date.

19. CHILDREN/CRECHE FACILITY

Children not participating in a supervised training session are required to be restricted to a designated area off the gym floor. This is not negotiable due to occupational health and safety laws and insurance regulations. Babies restricted to a pram or bassinet may be permitted on the gym floor in a safe location subject to management discretion. Parents can provide food and drink for their own children due to possible allergies. Please respect others, remove any rubbish and leave the area tidy.

20. GYM ACCESS

Gym members are able to access the gym during hours of operation. Hours of operation are subject to change.

21. EXERCISE ATTIRE

Appropriate gym attire and closed in training shoes must be worn at all times in the gym. Work clothes, boots and casual clothes are not permitted.

22. TRAINING ETIQUETTE

Members must bring a towel to every workout and place on upholstery of equipment and wipe down machines after use. No towel, no entry. If you forget yours, please ask us for a loan towel.

Please respect others and take all hygiene measures to prevent body odor.

The dropping of weights or improper use of any fitness equipment will not be tolerated for any reason. A member shall not possess any greater right to access than a casually paying person. A first come rule applies to all classes where the numbers exceed maximum levels.

23. LOST PROPERTY

All items found are placed in lost property for a period of one (1) month, and if not claimed will be donated to a charity after this time. Please note that Pulse Fitness takes no responsibility and bears no liability (in negligence or howsoever) for any lost or stolen items whilst members are in, on or using our facilities. Lockers are available in the change rooms for members' use. Lost property enquiries are to be directed to reception.

24. MOBILE PHONE USE

The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.

25. RIGHT OF ADMISSION

Pulse Fitness reserves the right to refuse admission to any person or to cancel any membership without warning due to inappropriate behavior. Reasons for cancellation or suspension may include failure to comply with Pulse Fitness training etiquette, failure to comply with Pulse Fitness Conditions of Entry, failure to comply with terms and conditions of direct debit membership, or any reason that Pulse Fitness deems appropriate.

26. COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of Pulse Fitness, I may receive relevant communications and marketing materials from Pulse Fitness. Pulse Fitness will not distribute any personal details to any third party without prior permission.

27. CHANGE OF DETAILS

Please provide Pulse Fitness with notice to any changes to your address, phone number, email address and banking details in person or via email.

28. MONTHLY MEMBER LUCKY DRAWS

Current Members may be automatically entered into monthly draws for giveaways. Winners will be notified and names published on social media. Please notify Pulse Fitness in writing if you prefer not to participate.

29. INTERPRETATION OF RULES

Should any interpretation on construction of these terms and conditions arise, then the decision of management in relation to that question shall be final and no claim for compensation or damages or refund may be made by the patron against Pulse Fitness.

30. RELEASE AND INDEMNITY

I hereby declare that the above particulars are true and correct. I warrant that I am in a good state of health, fitness and physical condition and that there is no medical reason or other reason whatsoever that could be regarded as a restriction upon or an impediment to my membership. I acknowledge and agree that during all such times as I am on the premises of Pulse Fitness or its surrounds that both my property and my person shall be at my own risk in every respect.

I hereby release Pulse Fitness and all employees, volunteers, agents and officers thereof from and against all liability, in negligence or howsoever, arising from any injury, illness or death or loss of or damage to property occurring to or sustained by me or any child of mine or who is under my care and control whilst in, at or near the premises of Pulse Fitness.

If any child of mine or who is under my care and control shall be at the premises of Pulse Fitness or its surrounds and that child suffers death, illness or injury or loss of or damage to property then I shall indemnify Pulse Fitness against any and all claims, demands, actions and causes of actions made or brought against Pulse Fitness by or on behalf of the said child in respect of any such death, illness, injury, loss or damage.

Name: _____

Address: _____

D.O.B: _____ Dated: _____

Member Signature: _____

Parent Guardian Name if under 18 years of age: _____

Parent Guardian Signature if under 18 years of age: _____