



## 'THE GYM' TERMS AND CONDITIONS

**THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE YOU READ IT CAREFULLY  
THIS IS PART OF YOUR CONTRACT**

**On signing your Membership Application Form, these Terms and Conditions and your application form will constitute your Membership agreement with The Gym.**

**You should only sign your Membership Application Form if you have read, understand and agree with these Terms and Conditions.**

### DEFINITIONS

- You – the person named on the Membership Application Form
- We, Us, Our – refers to THE GYM TUMUT PTY LTD being ABN 73 633 597 127 and any other related entity, body corporate or future nominee, including its heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.
- THE GYM – means THE GYM TUMUT PTY LTD being ABN 73 633 597 127 and any other related entity, body corporate, or future nominee, including its heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.
- Direct Debit Authority – means your authorisation for us (or a third party nominated by us) to periodically draw funds from the account or credit card listed on your membership application form to pay all your liabilities under this agreement.
- Fixed Term – means the minimum membership term for the relevant Membership Plan which you have specified in the Membership details of your Membership Application Form
- Membership Fees – means the fees advised to you by us for the relevant membership plan specified in membership details section of your membership application as carried from time to time by these conditions.
- Membership Plan – means the category of membership specified in the membership details section of your membership application form. The entitlements and access to facilities of each plan are detailed on the website.
- Written notice – means notice in writing given in person, by email or post to the parties last known address.

### 1 Your Membership

- 1.1 You are entering into a contract for the Membership Plan specified on your Membership Application Form.
- 1.2 In consideration for payment of Membership Fees we agree to provide you with access to THE GYM, its

facilities, services, activities and classes as indicated on your Membership Plan.

- 1.3 Your membership does not include access to personal trainers. Services to personal trainers can be obtained via separate contracts with our personal trainers for an additional fee.
- 1.4 If your Membership Plan is for a Fixed Term then by signing and submitting your application form to us you agree to pay your Membership Fees either:-
  - (a) On the Start Date in full; or
  - (b) In instalments by direct debit for the duration of the Fixed Term.
- 1.5 If your agreement is for a **Fixed Term**, it automatically terminates at the expiry of the term and so a new agreement will be required if you require services after that time, your agreement is ongoing, it is an agreement that will continue after the initial term until either you or we terminate it in the way described in the agreement.
- 1.6 If an automatic direct debit arrangement is in place, fees will continue to be debited from your credit card or account until you or THE GYM cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement that you may be liable for damages for breach of contract.
- 1.7 If you have an **Ongoing Direct Debit Contract** you can complete a member cancellation form at 'THE GYM' at any time prior to the expiry of the Minimum Term and the Contract will then terminate on expiry of the Minimum Term. Please allow up to 30 days for processing.
- 1.8 If your Membership Plan is not for a fixed term, is an **Ongoing Agreement** then by signing and submitting your Membership Application Form to us you agree to pay your Membership Fees either:-
  - (a) On the Start Date in full; or
  - (b) Weekly in advance by direct debit.
- 1.9 If you have an **Ongoing Agreement** you acknowledge that unless you provide written notice of termination of your membership prior to the end of the fixed term of your ongoing agreement, you will still be liable for your membership fees until 14 days after you provide written notice of termination to THE GYM. You understand that THE GYM must respond to its receipt of a written notice within 7 days.
- 1.10 If you have an **Ongoing Contract** you may terminate the Contract after the Minimum Term by completing a 'cancellation form' at THE GYM providing 30 days notice. You must then allow up to 30 days after the signing date for the cancellation to process. Your membership fees will be due and payable throughout the 30-day notice period and you will continue to

have the same access rights to THE GYM for the full 30 day period.

- 1.11 Where either of us terminates the Contract, any unpaid fees will need to be paid by you or we may take action to recover the outstanding payments. We can refuse you entry to the Fitness Business at any time that your membership payments are not up to date.

## **2 Minimum Age**

- 2.1 All members of THE GYM must be a minimum of 14 years of age. All minors (under 18) must have a parent or legal guardian agree to the terms of this agreement.
- 2.2 Minors under 16 years of age will be restricted to using the gym within 'staffed hours' unless pre-authorized by management on a strict guideline; Medical practitioner referral, Specialized sport training referral.
- 2.3 No free weights are to be used in the training of under 16's.

## **3 Fit for Exercise**

You acknowledge and agree:

- 3.1 You must not undertake exercise within THE GYM unless you reasonably believe based on reasonable grounds known to you that you are fit and able to undertake active exercise.
- 3.2 You must not undertake exercise that is contrary to advice given to you from a Doctor or from advisory persons or papers supplied by medications you are taking.
- 3.3 You must not undertake exercise whilst ever you are carrying an injury or have reasonable grounds to suspect you are.
- 3.4 That you understand that the use of exercise equipment and participation in exercise and classes involves risk of serious injury, including permanent disability and death.
- 3.5 That you are solely responsible for the safety and wellbeing of yourself and any guest.
- 3.6 That you will comply with the rules imposed by THE GYM regarding the use of the facilities, services and equipment.
- 3.7 That you understand that THE GYM is not obligated to provide supervision, instruction or assistance for the use of the facilities, services or equipment.
- 3.8 If you are suffering from an injury or illness you must notify THE GYM.
- 3.9 You agree to, at all times, abide by the rules of conduct, behaviour, dress code and other policies or rules in place and as displayed in THE GYM.
- 3.10 You agree to use THE GYM, its equipment and services with due care and reasonable skill. If you have difficulty using any equipment, you will cease using such until you have notified staff and been given guidance on the use and approval continue to use.
- 3.11 Should you injure yourself or get hurt while utilising THE GYM's equipment or services you will immediately cease exercise and notify staff. Noting that you must take full responsibility for your actions, to exercise within your strength and conditioning and that you indemnify us against any costs, losses or

damages that we may suffer in relation to your actions or injury whilst using the facilities within THE GYM.

## **4 Before commencing exercise**

- 4.1 If you have completed your Membership Application online you are obligated before participating in any fitness service to present to the front desk and finalise with a THE GYM staff member any documentation required and also verify your identity by presenting your drivers licence.
- 4.2 It is a condition of membership that you complete an orientation and induction program prior to commencing your first exercise session with a THE GYM staff member.
- 4.3 Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s.
- 4.4 You further warrant and represent that you will not use THE GYM or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are 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
- 4.5 Before your first attendance at THE GYM to use its facilities and at any other time reasonably requested by staff you will be required to complete a pre-exercise form. In completing that form you represent that:-
- (a) The information you provided to us is accurate and complete in all material respects and based on actual grounds known to you.
- (b) You have not received advice that would indicate to a reasonable person that there are grounds to suspect that any of the information you have given to us is not accurate or complete in all material respects.
- (c) You agree to follow the safety instructions provide to you by THE GYM and its staff.

## **5 Clothing and Footwear**

Appropriate exercise clothing and footwear (sports and training shoes) must be worn at all times within the premises. Thongs or sandals are not permitted.

## **6 Fitness Business Rules**

You must ensure you read, understand and abide by the Rules which are notified to you through signage.

## **7 Risk Management**

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to thoroughly read all instructional stickers on equipment before use. If you require any more

assistance you are to approach a staff member and undertake an instructional consultation.

## **8 Change of Details**

You must keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

## **9 Contract Rectification**

We have seven (7) days after the formation of the Contract to rectify any error or miscalculation provided in the Contract.

## **10 Cooling Off Period**

10.1 After applying for membership, you have a seven (7) day cooling off period ("**Cooling Off Period**") from the date of the submission of your Application Form, during which you may cancel your membership. Notice must be given in writing. An administration charge will apply.

10.2 In addition, we may request a payment to recover costs in relation to any fitness services provided to you within this period. A refund of any membership fees will be made within 7 days of your written notice.

## **11 Paying for your membership**

11.1 You agree to and must pay the Membership Fees and other Applicable fees in the amounts and frequency set out in your Membership Application.

11.2 If you have completed a Direct Debit Authority then by signing and submitting that form you authorise us (or a third party nominated by us) to debit all Membership Fees from the nominated account or credit card in the instalments in advance.

11.3 You agree that it is your responsibility to have sufficient credit in the nominated account/s so that payment is made to us on time and in full.

11.4 We accept no liability to you for drawing funds under your Direct Debit Authority to meet liabilities under this Membership Agreement, including without limit, any additional charges imposed by your financial institution due to insufficient funds or credit in your nominated account/s.

11.5 If we attempt to draw funds under your Direct Debit Authority to meet liabilities under this Membership Agreement and that transaction fails, you agree that we can charge you an additional processing fee for a failed direct debit transaction. Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us or the Direct Debit Service Provider. If a Membership Fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we or the Direct Debit Service Provider may continue to debit the nominated credit/debit account for the total amount due without notice to you.

## **12 Direct Debit Service Provider**

12.1 You acknowledge that, if you choose the periodic billing option, payment will be made in advance via the direct debit service provided by **Debit Success and/or Ezi Debit**. You acknowledge that you have been provided with a copy of the Direct Debit Service Provider terms and conditions. You acknowledge that the Direct Debit Service Provider may amend

those terms and conditions from time to time by giving 30 days' notice by communicating an updated version on the Direct Debit Service Provider website. All contact details for your Direct Debit service provider are available on your contract or from THE GYM.

12.2 You acknowledge that the Direct Debit Service Provider is not a party to the Contract and its only role is to provide direct debit services to us. You may have separate rights against the Direct Debit Service Provider pursuant to the Direct Debt Service Provider terms and conditions. You otherwise agree not to hold the Direct Debit Service Provider liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising from or in connection with your involvement in fitness activities in the Fitness Business or otherwise in connection with the Contract.

12.3 Membership Fees may include a fee payable for the service provided by the Direct Debit Service Provider.

## **13 Administration Fee**

The Administration Fee is a fee used for all set up costs of a new or a renewing membership. The Administration Fee is not refundable, even if you choose to cancel your Membership Application during your Cooling Off Period.

## **14 Membership Fee Increase**

14.1 We reserve the right to increase your Membership Fees at any time by providing you with 60 days written notice. Any changes to your Membership Fees will be effective 60 days from the date we provide notice. After this period, you authorise use and the Direct Debit Service Provider to debit the new Membership Fee from your account.

14.2 If you do not agree to the new Membership Fee amount you may terminate this Membership Agreement in accordance with clause .

14.3 If paying by direct debit, 'THE GYM'/direct debit service provider may at any time AFTER the end of the minimum term, upon sending written notice to the members last known address and giving 14 days' notice, increase the instalment amount.

14.4 If the member wishes to terminate this agreement as a result of the increase, the member must notify 'THE GYM' in writing within 14 days of the date of the written notice sent by 'THE GYM'. The agreement will be terminated upon receipt of this notice.

14.5 If the member does not notify THE GYM of its intention to terminate this agreement within such specified time period, then this agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the member.

## **15 Variation**

We may, subject to your rights in clause 21.2, alter these Terms and Conditions or the Rules, except for fees at any time upon thirty (30) days written notice.

All use of THE GYM, its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use THE GYM and its facilities, services and products after the date such

alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

## **16 Gaining Entry to the Club and Access Pass**

### **16.1 General Access**

Your membership entitles you to access and use of THE GYM and its facilities in accordance with these Terms and Conditions during ordinary opening hours. To gain entry to THE GYM:

- (a) you must have a valid Access FOB Card and present it for admission;
- (b) Your membership must be current and not suspended/cancelled and
- (c) You must not have any outstanding Membership Fees.
- (d) If the Access FOB Card is misplaced or damaged a \$20 replacement fee will be payable.

### **16.2 24 Hour Access**

If your membership entitles you to 24 Hour Access and use of THE GYM and its facilities, you are entitled to such use in accordance with these Terms and Conditions and in accordance with the additional 24 Hour Access Terms. To gain entry to THE GYM:

- (a) you must have a valid access pass and present it for admission;
- (b) Your membership must be current and not suspended/cancelled and
- (c) You must not have any outstanding Membership Fees.

### **16.3 You agree and acknowledge that:-**

- (d) a 24-Hour Access Membership allows you access at any time to THE GYM.
- (e) The 24-Hour Access FOB Card is no refundable unless you are a casual gym user and have arranged a pre-paid casual visit with management.
- (f) If the 24-Hour Access FOB Card is misplaced or damaged a \$20 replacement fee will be payable.
- (g) That there will be no supervision or assistance during certain hours of the day.
- (h) If you are injured, become unconscious, suffer stroke, heart attack or any other medical issue it is likely that there will be no one to respond to your emergency and THE GYM has no duty to provide assistance to you.
- (i) We recommend that you have a workout partner, who is also a member of THE GYM accompany you while at the gym.
- (j) No non-members, guests or children under 16 are permitted in THE GYM during non-staffed hours unless pre-authorized from management.
- (k) You will not inappropriately use the emergency system.

### **16.4 Access during certain times**

You acknowledge that THE GYM may be closed due to public holidays, pandemics, general maintenance or upgrade programs. We reserve the

right to vary or changes classes or services including for reasons of reasonable conditions, participation rates, staff availability and maintenance requirements. There are no refunds or credits for such days.

### **16.5 Access by non-members**

No member is permitted to bring or allow a non-member into the club unless pre-authorized from management. If you breach this clause you acknowledge and agree that:-

- (a) you accept responsibility and liability for any injury, loss or damage suffered by the non-member;
- (b) the act of bringing a non-member into the club without permission constitutes an automatic acceptance by you of a casual visit fee for the non-member. Such will be charged to you by a deducted from your nominated bank account as part of your next instalment.
- (c) We reserve the right to cancel your membership.

## **17 Cancellation**

**17.1 Cancellation of Fixed Term Contract** - cancellation of a fixed term contract is not permitted and there is no refund available.

### **17.2 Cancellation of Ongoing Contract**

If your Membership Plan is for an Ongoing Contract Fixed Term or Periodic Membership, you may cancel this Membership at any time however:

- (a) You must have given a minimum of 30 days written notice, in advance of your intention to cancel.
- (b) Membership Fees will be payable for the 30 days' notice.
- (c) You are not entitled to a refund of any Membership Fees paid
- (d) No cancellation fees will apply.

## **18 Transferring a Membership**

**18.1 A *Direct debit membership***, while within minimum term, may be transferred to a non-member for a fee of \$50.00.

**18.2 A *Fixed term upfront membership*** may be transferred to a non-member for \$50.00.

## **19 Membership Suspension**

**19.1** Membership suspension is available provided that all amounts payable for your membership are paid up to date. You can suspend your membership for travel, medical or other reasons.

**19.2** All suspensions must be applied for in writing to us at least fourteen (14) days prior to the commencement of the suspension period.

**19.3** Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks. There is a charge of \$5 per week while the contract is suspended.

**19.4** Time on suspension will be added onto the minimum term of the contract.

## **20 Cancellation for Bad Behaviour - Right of Exclusion**

20.1 We reserve the right to refuse entry, ask you to leave the premises, suspend or cancel your membership:-

- (a) If you do not behave in a correct and orderly manner in our opinion, respecting the entitlement of all patrons to use the club in piece and without disturbance by you.
- (b) If you do not comply with the reasonable directions of staff.
- (c) If you misuse the facilities and equipment or use such for purposes other than the uses for which they were designed or intended.
- (d) If you are within the premises under the influence of drugs or alcohol.
- (e) If you are abusive or aggressive to staff or other patrons or act in a manner that is inappropriate, lewd or provocative.
- (f) If you do not adhere to the terms of the Membership Agreement or
- (g) If any declaration you have made concerning your age, health or proclivity to injury proves false.

20.2 If we suspend or cancel your membership, you must pay all of your Membership Fees up to date of the suspension or cancellation and you must pay the applicable suspension or cancellation fees.

## **21 Termination**

21.1 Within the Minimum Term

You may terminate the Contract without additional fees prior to the expiry of the Minimum Term with immediate effect by providing us with written notice if:

- (a) we make changes to the Contract which adversely affect you (please refer to clause 21.2);
- (b) we breach our obligations to you (please refer to clause 21.3);
- (c) you become subject to medical incapacity (please refer to clause 21.4); or
- (d) you otherwise become entitled to do so under consumer legislation.

21.2 When changes are made to Terms and Conditions

You are entitled to terminate the Contract with immediate effect at any time by providing us with written notice if:

- (a) we make amendments to these Terms and Conditions and you do not continue to use THE GYM as contemplated by clause 15; or
- (b) Higher Membership Fees applicable to your membership are introduced.
- (c) No fees will be applicable for terminating in accordance with this clause apart from the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

21.3 If we Breach our Obligations

If we are in breach of our obligations under the Contract and we have not remedied that breach within a reasonable time after you have notified us of our breach in writing, you are entitled to terminate the Contract with immediate effect at any time by

providing us with written notice. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

21.4 For Medical Reasons

You may terminate your ongoing Contract with immediate effect at any time by completing a member cancellation form at THE GYM. You are also required to produce supporting documentation to our reasonable satisfaction to demonstrate medical incapacity. In that event, you will only be charged the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

21.5 For Relocation

You may terminate the Contract at any time by completing a 'member cancellation form' at THE GYM if you relocate to an area not proximate to the Fitness Business. However, in that event, if you are still within the minimum term of your contract, you will be charged a \$100 cancellation fee. If you transfer your membership to someone who is not a member, the cancellation Fee will be waived and transfer fees will apply. Please allow up to 30 days for processing.

21.6 We reserve the right to terminate your membership at any time upon 30 days written notice, or immediately if we determine at our absolute discretion that:-

- (a) you have breached any part of the Membership Agreement and/or these Terms and Conditions.
- (b) We reasonably suspect you have engaged in an illegal activity while within THE GYM.
- (c) We have formed a genuine concern for your health and/or safety based on reasonable grounds.

If we cancel your membership under this clause, then from the date of cancellation you will no longer be permitted access to THE GYM and your Membership Fees will no longer be payable.

## **22 Damages/Personal injury / Waiver**

22.1 To the extent permitted by law, THE GYM excludes any liability to you or any other person in tort, statute, or in any other way for any injury, damage, or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by you or any other person, or for any costs, charges or expenses incurred by you arising from or in connection with this membership agreement and/or the services/products provided by THE GYM and/or any act or omission of THE GYM. The member hereby releases and discharges THE GYM from any such claims or actions.

22.2 You agree and contract on behalf of yourself, your heirs, executors, administrators, successors and assigns that THE GYM, its insurers, employees, officers, directors and associates shall NOT be liable for any damages arising from personal injuries, including death, sustained by you or your guest, in, on or about the premises, or as a result of the use of equipment, facilities, or services, regardless of

whether such injuries result in whole or in part from the negligence of THE GYM.

- 22.3 You agree that you accept and assume full responsibility for any and all injuries, damages (both economic and non-economic) and losses of any type which may occur to you or your guest and you fully and forever release and discharge THE GYM, its insurers, employees, officers, directors and associates from any and all claims, demands, damages, rights of action, causes of action present or future, whether the same be known, or unknown, anticipated or unanticipated resulting from or arising out of the use of the said THE GYM's equipment, facilities and services.
- 22.4 You agree that you accept and assume full responsibility and will be liable for any injury, loss or damage suffered by yourself or your guest or any other person resulting from your misuse of THE GYM, facilities, equipment, products, services or premises and you agree to indemnify us, THE GYM against any costs, losses, damages or claims brought against us by any person in relation to such injury, loss or damage.
- 22.5 You agree to indemnify and hold THE GYM harmless against any and all claims, demands, damages, rights of action, or causes of action of any person or entity that may arise from injuries or damages sustained by you or your guest.
- 22.6 This clause survives termination of the Membership Agreement.

### **23 Responsibility for Damage**

- 23.1 You are solely responsible for any damage which you may cause to THE GYM, its facilities, services, products or equipment, if such damage is caused by your wilful act and/or negligence.
- 23.2 We will not be liable for any loss, theft or damage occurring to your personal items. Any personal items left or stored at THE GYM are done so at your own risk.
- 23.3 Vehicles parked in or around the vicinity of THE GYM are parked at your own risk and we will not be liable for the theft or damage occurring to vehicles or their contents.

### **24 Privacy Statement and Acknowledgement**

- 24.1 You agree that the information which we collect and retain about you can be used in accordance with our Privacy Policy and that those terms are incorporated herein by reference.
- 24.2 During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use and the Direct Debit Service Provider will only use, disclose or deal with such information in accordance with our Privacy Statement. A full copy of our Privacy Statement is available by request at THE GYM or on our website. You can access your direct debit service provider's privacy statement on their website at anytime.

### **25 Photograph and Video Release**

Members involved in any activity offered by THE GYM many be photographed or videotaped while in

the facility. You consent to the use of these photographs and or videos without compensation on THE GYM's website, social media profile, or any editorial, promotional, or advertising material produced and/or published by THE GYM.

- 26 CCTV** – You acknowledge that THE GYM uses CCTV surveillance and may have remote video or other guarding services. You will be subject to video and audio surveillance and recording. This system is used for security purposes but does not guarantee against harm.

### **27 Governing Law**

These Terms and Conditions are governed by, and you agree to submit to, the laws applicable in the state or territory of Australia in which the Contract was formed.

### **28 Your Obligations**

28.1 If, at any time:

- (a) you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
- (b) you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
- (c) a cheque received from you is dishonoured;
- (d) you are or become bankrupt; or
- (e) your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract,

you agree that:

- (f) you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
- (g) we have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
- (h) we may terminate the Contract with immediate effect by providing you with written notice;
- (i) we may request payment in advance for the remainder of the term of your membership; and
- (j) we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.

### **29 Consumer Credit Code**

29.1 The Australian Consumer Law gives you certain guarantees, including that our services will be rendered with due care and skill, and that the services will be reasonably fit for purpose. If we breach those guarantees and you suffer reasonably foreseeable loss or damage, to the extent allowed by the Australian Consumer Law, we limit our liability to any one or more of the following, in our absolute discretion:-

- (a) The replacement of any products supplied;
- (b) The repair of any products supplied;
- (c) A refund of the membership fees paid;
- (d) Payment of the cost of you obtaining equivalent services elsewhere.

29.2 The consumer guarantees my not be applicable in circumstances:-

- (a) Where you simply change your mind after the 7 day cooling off period.
- (b) If you cause the problem yourself by misusing our products or services or
- (c) If you request a service to be done in a certain way against out advice or you are unclear about what you want, and no refunds or compensation will be given in these circumstances.

**30 Severability**

If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

**31 Terms and Conditions Acknowledgement**

By becoming a member, you understand that this agreement is legally binding whether your use is limited to one visit or on a Membership Plan.

**33 Entire agreement**

This Agreement and its Annexures including but not limited to, the Membership Application, Privacy Policy, Liability Waiver and Release, 24/7 Member Access Terms and Conditions and Waiver and Release, the Direct Debit Service Agreement (if paying by Direct Debit), and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and arrangement (express and implied) between the Member, THE GYM, and the Direct Debit Provider relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.