

**BODYWISE PERSONAL TRAINING AND NUTRITION**

Unit 6/1 Stanton Place Cambridge  
170 Merriworth Road, Tea Tree  
Ph - (03) 6248 5999

**MEMBERSHIP APPLICATION FORM and AGREEMENT**

**Personal Information** *(Please Print Clearly)*

Surname.....First Name.....D/O/B.....

Address.....Suburb.....P/C.....

Home Phone Number.....Work.....Mobile.....

Occupation.....Employer.....

Email.....

*By providing your email address, you agree to receive emails from BodyWise in regards to the use of your membership, time tables and news from the business. I do/do not (please circle) to be added to your email list for future communication.*

**Emergency Contact Person**

*(the nominated person below will be contacted in the event of an emergency, please ensure details are correct and up to date)*

Name.....Phone.....Relationship to you.....

**Membership Type**

*(To cancel your membership, you are required to pay remainder of membership in full e.g. there are 2 months until the end of your contract, with a total on \$160 owing. You are required to settle this amount to terminate your membership.)*

**12 months** (upon the completion of 12 months, you can cancel your membership at anytime, please see terms and conditions)

**Summer Body Special 3 Months (limited time only) \$25 a weekM**

**FitWise20**       **FitWise 25**       **FitWise 35**       **8 Week Challenge Membership**

**FitMe Swim 28**       **FitMe Swim 40**       **FitMe Swim 55**

**Payment Method**

*In Full - Cash/Eftpos*    Amount Paid.....Date.....

*Direct Debit Payments -*      **Weekly**      **or**      **Fortnightly**

*Date payments to start..... Amount each week/fortnight to be paid.....*  
*(your gym membership commences when your payments start) An ezidebit form must be completed for payments to commence)*

*The proprietor owns and operates Body-Wise Personal Training and Nutrition at the above locations.*

*The member has applied for a membership of this gym and the application has been accepted in the terms and conditions stated on this page (see over page) and also in the rules of the gym.*

*The period of membership shall be paid on a weekly or fortnightly basis continuing until the member gives 4 weeks written notice to Body-Wise. Failure to use the gym does not release the member from its obligations under the agreement.*

**DISCLAIMER: By signing this agreement, I acknowledge that I have read and understand the terms and conditions of the membership and facilities and equipment rules and agree to the same.**

Members Signature.....Date.....

Office Use Only -

## **MEMBERSHIP TERMS AND CONDITIONS**

Gym activities can be undertaken in relative safety, however all aspects of physical activity in the gym environment or others have inherent risk. We recommend that anybody starting exercise for the first time or returning to exercise after a period of inactivity, consult with a General Practitioner to discuss their medical history, current medical status and exercise limitations before commencing.

We further recommend that all participants consult with our fitness centre staff for an initial health screening. This consultation is provided free of charge to Body-Wise Members. During this consultation and before any program design can take place, staff will undertake a screening process to determine exercise safety and suitability. Our gym staff are available to provide advice on proper exercise techniques and to design low risk programs: however they are not a replacement for professional medical advice. If during the course of any pre activity screening or program design we are informed about a condition that in our opinion, limits your ability to safely undertake activities in the gym, we will require you to present a properly authorised letter from a general practitioner outlining all limitations and guidelines before we are able to proceed. If this is the case, your membership can be suspended free of charge for a maximum of 2 weeks whilst this authorisation is obtained.

Pre exercise screening is used by fitness staff during program design to provide vital exercise safety information. Please advise the staff of all pre-existing injuries and medical conditions during this consultation. It is also important to consult with staff on a regular basis to discuss any changes to your original advice.

Memberships commence when the first payment of the membership has been received by Body-Wise Gym.

## **REFUNDS**

All requests for refunds in the first 48 hours of a new membership will be honoured, less any membership start fee and the cost of any fitness services that may have already been rendered. These requests must be received in writing using the standard Body-Wise membership cancellation form. Memberships are not eligible for refunds after the first 48 hours and are not transferable.

## **DIRECT DEBIT MEMBERSHIPS**

Direct Debit Membership payments are ongoing until the member cancels their memberships in accordance with the conditions contained in this agreement and in the Body-Wise Direct Debit Request Form.

## **DIRECT DEBIT - MONTHLY OR FORTNIGHTLY PAYMENTS**

\* In the event of a transaction being returned unpaid Body-Wise will advise you by letter, email, SMS, phone or combination of methods. Outstanding payments must be settled as soon as practicable as membership access rights maybe rescinded until outstanding payments are made. If the outstanding payments remain unsettled as of the date of the following debit period, Body-Wise reserves the right to cancel the membership without notice and commence proceedings for the outstanding amount in accordance with standard debt management processes. These processes may included referral of the debt to a third party collection service which will therefore incur additional costs and charges.

\* A dishonour fee of no less than \$30.00 may be charged to cover the administration costs. Other costs may be incurred.

## **SUSPENSIONS**

Members must state a start and end date. To suspend membership you must inform Body-Wise Gym in writing. No suspension will be accepted by phone. If the suspension is due to illness, please contact Body-Wise as soon as possible. Otherwise 4 weeks notice is required to suspend memberships and a weekly fee of \$7.00 is charged. The suspension will only last for 4 weeks unless otherwise discussed with BodyWise Gym.

## **CANCELLATION OF DIRECT DEBIT AND MEMBERSHIPS**

All memberships are for a 12 month period. If you choose to cancel your membership within the period of the 12 months, you will be required to pay the membership out in full.

Once you have completed the 12 months membership, your membership will continue until you provide written notice to cancel your membership.

## **To cancel your membership you are required to pay the remainder of your membership in full.**

4 weeks notice is required to cancel your membership when a doctor's certificate is provided to gym stating that you can no longer use your membership. The original Doctors Certificate **must** be signed by gym staff before the 4 weeks notice will commence.

## **ADMINISTRATION**

Members will be given one (1) months notice of any change to the membership terms and conditions. Advice will be posted on the members noticeboard. Misuse of gym equipment and misconduct may result in the forfeit of membership. Non-financial members may have their membership cancelled without notice.

## **CHANGES TO MEMBERSHIP FEES**

Memberships fees are periodically reviewed and this review may give rise to changes in our application fees. You will be advised at least 30 days prior to any changes in membership fees by the posting of a letter outlining the changes of the members notice board located at the gym. If you do not wish to accept an increase in your membership fees you may terminate your membership by completing a membership cancellation form at least 7 days prior to the next direct period. If you do not wish to cancel your membership you will be required to pay any revised membership fees from the date from which the charge becomes effective and your direct debit payments will be amended accordingly.

## **MAJOR EVENTS AND CENTRE MAINTENANCE**

Members must accept that when ongoing maintenance maybe required at the Body-Wise gym, it may affect access to programs, facilities, equipment, group classes, gym events and that the member accepts that they are not entitled to compensation of their usage of the gym is affected by any or all of these events.

**PUBLIC HOLIDAYS - BodyWise Gym reserves the right to close on all Public Holidays throughout the year. There is also a closure period over Christmas of which you will be informed over each year.**