



Welcome to **Revolution Health & Fitness!** And thank you for being part of our exclusive Health Centre. If you need any clarification in respect of this document, please do not hesitate to ask our friendly staff. They will be more than happy to assist you.

<b>MEMBERSHIP APPLICATION</b>		
<b>Ongoing Contract / Fixed Term Contract</b>		
<b>Applicant</b>	Name	
	Address	
	Phone	
	Mobile	
	Email	
<b>Application Date</b>		
<b>Start of Cooling Off Period [Date]</b>		
<b>End of Cooling Off Period [Date]</b>		

I apply to become a member of *Revolution Health & Fitness*, Gollan Drive Tweed Heads NSW 2486, on the basis of this application ("Membership Application") and the attached membership terms and conditions ("Terms and Conditions") which together form the contract between us ("Contract").

<p><b>I acknowledge and accept the Terms and Conditions.</b></p> <p>Name of Applicant:</p>  <hr/> <p><b>DATED:</b></p>	<p><b>SIGNED:</b></p>   
--	-----------------------------------

**The Contract is subject to a seven (7) day cooling-off period.**

**PLEASE READ THE MEMBERSHIP TERMS & CONDITIONS:**

Please take the time to read the Terms and Conditions carefully to ensure you understand all relevant details. We have seven (7) days after the formation of the Contract to rectify any error or miscalculation provided in the Membership Application. You, as the member, have a seven (7) day cooling-off period whereby you may cancel the Contract by written notice to us.

**Revolution Health & Fitness** Membership Terms and Conditions are attached. Please note that they may be changed from time to time.

**MODE OF PAYMENT**

I acknowledge that I have been given advice on the membership options available at *Revolution Health & Fitness* and I have chosen to (tick the applicable option):

- Pre-pay my membership.
- Periodically pay under a fixed term contract.
- Periodically pay in an ongoing contract agreement.

**PRE-PAID & FIXED TERM CONTRACT CONDITIONS:**

Your Pre-Paid/Fixed Term Contract will expire at the conclusion of the Minimum Term specified on page 3 of this Membership Application. If you require fitness services after that time, you will need to enter into a new Contract. Pre-paid memberships cannot be terminated prior to expiry. Fixed term contracts can be terminated once the appropriate early cancellation fee is paid to Norths Fitness.

**ONGOING CONTRACT CONDITIONS:**

Ongoing Contracts are perpetual until cancellation notice is received in writing. You acknowledge that you will provide 14 days written notice to terminate the membership contract. The termination notice period will involve payment for your final 14 days. **Revolution Health & Fitness** will respond via email to receipt of a written termination notice within 7 days.

**Revolution Health & Fitness** will cancel the automatic debit arrangement upon expiry or confirmed termination of a direct debit contract. If you terminate the Contract or stop the automatic debit arrangement in a manner not described in the Contract, then you may be liable to **Revolution Health & Fitness** for damages for breach of contract.

Name of Applicant:  <hr/>	<b>SIGNED:</b>
<b>DATED:</b>	

## **FEES**

**Joining Fee:** \$ \_\_\_\_\_

**Administration Fee:** \$ \_\_\_\_\_

**Ongoing Membership Fees:** \$ \_\_\_\_\_ per fortnight (14 days)

**OR**

**Upfront Membership Fee:** \$ \_\_\_\_\_

**Minimum Term:** \_\_\_\_\_ months

**Fixed Term Contract** \$195.00 if more than 6 months remaining, or  
**early termination fee:** \$145.00 if less than 6 months remaining

**Suspension Fee:** \$5.00 per fortnight (.36c per day)

**Failed Payment Fee:** \$10.00 per failed direct debit transaction

## **MEMBERSHIP TERMS AND CONDITIONS**

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

**Revolution Health & Fitness** is part of Seagulls Leagues' Club Ltd ("**seagulls**"), which is governed by its Constitution and By-Laws which in turn are binding on its members - copies of these documents are available at Reception and at [www.revolutionatseagulls.com.au](http://www.revolutionatseagulls.com.au).

This document contains 3 sections:

**Section 1** – Sets out the formation of the contract, and the terms and conditions governing membership.

**Section 2** – Sets out other key rules, which are displayed on signage around the Club and handouts issued in respect of **Revolution Health & Fitness**.

**Section 3** – Sets out our service commitment to you and the direct debit arrangements for your membership (if applicable).

# SECTION 1

## MEMBERSHIP ENTITLEMENTS AND CONTRACT MANAGEMENT.

1. All references to "**Revolution Health & Fitness**" and "**seagulls**" mean North Sydney Leagues Club Ltd. trading as "**Revolution Health & Fitness**".
2. For the purposes of these Membership Terms and Conditions the term "**Revolution Health & Fitness** membership" or "member" means your membership of **Revolution Health & Fitness** and "Club Membership" or "**seagulls member**" means your membership of North Sydney Leagues Club Ltd trading as **Revolution Health & Fitness**.
3. Contract Formation – A contract is formed once the contract has been signed by you and **Revolution Health & Fitness** accepts it. The laws of the state of New South Wales and the Commonwealth will govern this contract.  
**Revolution Health & Fitness** has seven (7) days after the formation of the Contract to rectify any error or miscalculation in the Contract.
4. Cooling Off Period - After applying for membership, you have a seven day period ("Cooling Off Period") during which you may cancel your membership. Notice must be given in writing. A refund equal to the Membership Fee and any additional amounts paid minus the Administration Fee and the cost of any fitness services already supplied will be applicable. If you terminate your Contract after the cooling off period, **Revolution Health & Fitness** terms of membership cancellation will apply.
5. Compliance – You must ensure you read, understand and abide by the terms and conditions of the contract as well as any other rules outlined in signage and handouts issued by **Revolution Health & Fitness**.
6. Membership Entitlement – As soon as a contract is formed, (**Revolution Health & Fitness** reserves the right to accept or decline to accept your contract), you are bound by the terms and conditions. As a member you are entitled to use the facilities only during the scheduled or specified times. Memberships are non-transferable and fees non-refundable except where otherwise provided.
7. Minimum Age – Membership is limited to persons 16 years of age and over. Members under 18 must hold current Junior Membership to Seagulls Leagues Club. Members 18 years and over must hold current membership to Seagulls Leagues Club.
8. Access to **Revolution Health & Fitness** - All persons wishing to join **Revolution Health & Fitness** must first and foremost be a **seagulls** member. Once you become a **Revolution Health & Fitness** member, your Club Membership card will be enabled for the duration of your **Revolution Health & Fitness** membership. The Club Membership will contain your photo and details of your **Revolution Health & Fitness** account. Entry into our facility cannot be made without a valid Club Membership card unless in special circumstances and subject to our discretion and upon production of photo id. You must not lend your card or allow any other person to use it. If your card is lost or mislaid you will be charged for a new card.
9. Disclosure of your Physical Condition - Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to **Revolution Health & Fitness** 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. You further warrant and represent that you will not use the **Revolution Health & Fitness** 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.

10. Misconduct - We reserve the right to refuse entry to any person, and have the right to suspend your **Revolution Health & Fitness** membership without warning or notice for any harassment, inappropriate or threatening behaviour including causing willful damage to equipment in our facility. You may be required to attend a disciplinary hearing for the purposes of answering any charge made under Rule 44 of **seagulls** Constitution and Clause 27 of **seagulls** By-Laws which could result in cancellation of your membership of **seagulls**.
11. Breach of terms and conditions and rules - Any breach or failure to comply with the membership rules and terms and conditions or unreasonable behaviour can result in a First warning. If a second warning is warranted then immediate suspension of your **Revolution Health & Fitness** membership will occur and you will be required, in accordance with Rule 44 of **seagulls** Constitution and Clause 27 of **seagulls** By-Laws to attend a disciplinary hearing for the purpose of answering a charge.
12. Payment of **Revolution Health & Fitness** fees - All direct debit fees are paid fortnightly. If your payment is not successful on the due date, you agree that we may continue to, without notice to you, debit your nominated financial institution account.
13. **Revolution Health & Fitness** Joining fee – A one-off fee of \$49.50 will be charged for all set up costs associated with a **Revolution Health & Fitness** new membership. This fee is non-refundable.
14. Direct debit set-up fee – If you cancel your direct debit and subsequently want to rejoin within 6 months of cancellation/cessation of your membership, a \$15 direct debit set up fee will apply. This will ensure the account is once again set up for secure billing. If you want to rejoin after 6 months of the cancellation/cessation of your membership the joining fee of \$49.50 will apply.
15. Up-front memberships – as an alternative to a continuous direct debit membership you may choose to purchase a 3-month, 6-month or 12-month up-front fee option. There are also 10-visit passes and casual visit passes available.
16. Outstanding fees/no account details – If any amount payable for your membership is not paid on the due date, access to **Revolution Health & Fitness** may be suspended until such time as payments are up to date. **Revolution Health & Fitness** has the right to refuse entry to members with more than one membership payment outstanding on their account until such time as payments are up to date. Fees charged by suppliers or financial institutions for late/dishonoured transactions will be recouped and you may be also charged an administration recovery fee.
17. Termination.  
Ongoing Contract - You need to provide 14 days written notice to terminate your **Revolution Health & Fitness** membership. Notice must be handed, in person, to a **Revolution Health & Fitness** staff member on a completed "Cancellation Form" obtained from **Revolution Health & Fitness** reception. **Cancellations over the phone or via email or facsimile will not be accepted.**

The termination notice period involves payment for your final fourteen day's membership. Your membership will be terminated on day fifteen when it becomes un-financial. The membership can still be used until it becomes un-financial.

Your termination notice cannot be considered effective until you receive written acknowledgment of your termination request from **Revolution Health & Fitness**. We will endeavour to acknowledge your membership cancellation within 7 days of receiving your termination notice.

NOTE: A membership cannot be cancelled if there are payments outstanding on the account. The membership must be fully financial for a cancellation request to proceed.

Fixed Term Contract - A member may terminate the agreement before expiry of their minimum term if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at the time of the cancellation request. The cancellation fee, if more than 6 months is remaining on the minimum term of the Agreement, is \$195.00. If there is less than 6 months remaining on the minimum term of the agreement the cancellation fee will be \$145.00.

18. Transfer of Fixed Term memberships by member - A **Revolution Health & Fitness** membership, while within minimum term, may, at **Revolution Health & Fitness'** discretion, be transferred to a new, non-member, for a fee of \$70.00. The incoming member will be required to complete a Membership Application; the terms of the transferred membership remain unchanged once transferred to the new member.
19. **Revolution Health & Fitness** Membership fee increase – We reserve the right at any time to increase the fees charged and will use reasonable endeavours to give written notice to your listed address at least one month prior to the increase. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise **Revolution Health & Fitness** to increase any direct debits to your nominated credit card or bank account. We will not use this right to vary the terms on any special offer, if any, which applies to you.
20. **Revolution Health & Fitness** Membership Suspension – Membership suspension is available to a maximum of 8 weeks per calendar year, the minimum suspension period is 1 week. A fee of .36c per day (\$5 per fortnight) to suspend your membership will be charged via the direct debit run. Suspensions must be applied for in writing and must be handed in at least 2 days prior to the commencement of the suspension. A suspension is effective from the date of our written confirmation of the request.

NOTE: A membership cannot be placed on suspension if there are payments outstanding on the membership account. The membership must be fully financial for a suspension request to proceed.

Suspension is not available on up-front memberships.

21. Change of rules/operations – We may need to alter the rules as well as the terms and conditions of membership including opening and closing hours and the services and facilities offered by **Revolution Health & Fitness**. Any such changes will be notified to you through either the Bear Facts magazine, [www.revolutionatseagulls.com.au](http://www.revolutionatseagulls.com.au), notice within our facility and/or we may write to your last known address or contact you by phone with at least 14 days notice. From time to time we may have to close **Revolution Health & Fitness** for refurbishment or maintenance and may or may not offer compensation. There will not be any reduction of your membership fees for closure on a public holiday.

22. Complaints and feedback – **Revolution Health & Fitness** aims to be the catalyst for as many people as possible to embrace a fitter, healthier future. We will endeavour at all times to assist you with any concerns you may have. Feedback forms are made available at reception. An initial complaint should be directed immediately to the **Revolution Health & Fitness** Manager who will endeavour to contact you within 7 days to discuss and resolve your complaint. Should you feel that your complaint has not been resolved effectively, you may wish to take up the matter with **seagulls** Executive Operations Manager.
23. Change of details – You must keep us informed of any changes to your details such as address, e-mail address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership.
24. Safety and 24 hour access – **Revolution Health & Fitness** is a 24 hour, 7 days a week accessible facility. It only has direct supervision from **Revolution Health & Fitness** employees during the advertised times under the title “Staffed Hours”.
  - 24.1 As a member using **Revolution Health & Fitness** you acknowledge that you enter and use the facilities at your own risk.
  - 24.2 If you feel there is a risk to your property, health and/or safety or you have any other concerns regarding usage of the facilities during unstaffed hours, then you must report this to the management of **Revolution Health & Fitness** immediately.
  - 24.3 A fully qualified and experienced “Personal Trainer” will be available during “Staffed Hours” to provide programs and guidance. Please feel free to approach these instructors for advice or assistance. If you believe using **Revolution Health & Fitness** will be a risk to your health, you must inform us in writing and give us full details of the risk. You will update your details and let us know if your condition changes.
  - 24.4 For the safety of any person and property inside **Revolution Health & Fitness**, 24 hour CCTV surveillance is recorded live and is limited to the gym floor space and group fitness rooms only and excludes the change rooms. A duress button is also installed and connects to the management Seagulls Club and its contracted security company.
  - 24.5 In the event of an emergency please follow the emergency instructions posted in **Revolution Health & Fitness**.
  - 24.6 At no time is a member to enter **Revolution Health & Fitness** under the influence of alcohol, illicit drugs and/or medications that state strenuous activity to be avoided on its warning label.
  - 24.7 You agree that the membership is for your use only and that it is your responsibility to ensure that your membership card is kept in a safe place and is not to be used by anyone other than you, with or without your knowledge.
  - 24.8 You also understand that you must not bring anyone with you into **Revolution Health & Fitness** during unstaffed hours.
  - 24.9 Failure to comply with the above will result in the immediate cancellation of your membership.

- 25.** Limitation of Liability, Release and Indemnity – It is your responsibility to ensure that you use the equipment and/or facilities correctly. As stated in Clause 24, there will be guidance available if you are unsure as to how to operate a piece of equipment effectively.

**Warning:** Whilst in **Revolution Health & Fitness** you may suffer injuries including broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of weights striking you, collision with equipment or other members or as a result of you slipping on wet flooring.

We will, unless excused from liability by operation of statute, compensate you for death, personal injury, illness or property damage caused by gross negligence on our part and for loss and damage to your personal property arising from our failure to supply services to you with due care and skill and in a manner fit for the purpose which is reasonable to expect in all the circumstances. In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby otherwise:

- agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities at **Revolution Health & Fitness** or using our facilities, services or products;
- agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in fitness activities at **Revolution Health & Fitness** or from using our facilities, services or products.

- 26.** Property Damage – You are responsible for any wilful and negligent damages you cause to **Revolution Health & Fitness** facilities or equipment.
- 27.** Locker Cards – if you lose or damage your locker card you will be required to purchase a replacement. Replacement cards are available at gym reception for \$10.
- 28.** Contractors - Contractors and franchisees may provide services at **Revolution Health & Fitness**. Fees for such services are paid directly to the contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of an act or omission by a contractor or franchisee at **Revolution Health & Fitness**.
- 29.** Assignment - You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.
- 30.** Intellectual Property - These Terms and Conditions do not give you any intellectual property rights in **Revolution Health & Fitness**, or in our facilities, services or products.
- 31.** Privacy Statement and Acknowledgement - 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 the **seagulls** Privacy Statement.

- 32.** Variation - We may alter these Terms and Conditions or the Rules at any time upon thirty (30) days written notice. All use of **Revolution Health & Fitness** and 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 **Revolution Health & Fitness** 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.
- 33.** Your Obligations - You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions.
- If, at any time:
- you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
  - you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
  - a cheque received from you is dishonoured;
  - you are or become bankrupt; or
  - 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:
- 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;
  - 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;
  - we may terminate the Contract with immediate effect by providing you with written notice;
  - we may request payment in advance for the remainder of the term of your membership; and
  - we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.
- 34.** Severability - If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

## SECTION 2

### RULES FOR MEMBERSHIP AND USE OF **REVOLUTION HEALTH & FITNESS**

These rules are designed to ensure that you have a safe and enjoyable experience each time you visit **Revolution Health & Fitness**.

1. Eligibility
  - 1.1 Should a maximum membership level be reached, a waiting list will be put into operation.
  - 1.2 Any user wishing to participate in any group fitness class, resistance (weight) training or swimming activity is required to satisfactorily complete a Pre-exercise Questionnaire prior to being permitted to undertake such activities.
  - 1.3 Where the **Revolution Health & Fitness** General Manager or delegated representative requires additional medical support documentation following

completion of the Questionnaire from a member, that member shall not be permitted to use the facilities unless a satisfactory clearance certificate is firstly obtained and provided. We adhere to this policy requirement for the following reasons:

- (I) So that staff can assist with exercise and fitness programs tailored for the member based on their individual level of health and fitness.
- (II) Should a patron have the misfortune to become unwell or injure themselves and a family member is not contactable for any reason, the ability for staff to access a member's health/medical record may well save their life.
- (III) Information that is readily available allows for staff to rapidly respond to emergency health care issues and assists with advice to medical practitioners and ambulance/health care personnel.

## 2. Membership

- 2.1 Membership is only granted when all required paperwork has been satisfactorily completed and all payments made.
- 2.2 **Revolution Health & Fitness** will accept government-issued senior cards and pension cards when purchasing a concession membership. Student cards with an expiry date are also accepted for concession memberships.
- 2.3 Foundation Membership was available from the 7 of November 2005 through to the 31 January 2006 inclusive. Foundation memberships are no longer available.

## 3. Induction Process

- 3.1 You are required to participate in the **Revolution Health & Fitness** induction process prior to engaging in any activity or using any equipment.
- 3.2 The induction process will include a mandatory health screen with a Fitness and Lifestyle consultant to assess your suitability to exercise. This will be followed by an equipment and facility induction.

## 4. Group exercise

- 4.1. In the interest of safety and to avoid disruption of classes, you will not be admitted into a class after the warm-up period. A five-minute cut off time prior to class commencement will apply for the collection of tokens where class bookings are required. After this time the class will be opened up to members on the waiting list.
- 4.2. **Revolution Health & Fitness** reserves the right to suspend the booking privileges of members who repeatedly fail to attend a booked class.
- 4.3. There will be no admittance to a class without a valid membership or day pass.
- 4.4. You must stay for the cool down and stretch part of your class.
- 4.5. You are required to put away mats and other class equipment after use.
- 4.6. Class schedules will be reviewed quarterly and changes published in advance at **Revolution Health & Fitness** or on the **seagulls'** website: [www.revolutionatseagulls.com.au](http://www.revolutionatseagulls.com.au).
- 4.7. Fees for certain specialist classes and courses may be charged; you will be informed of these charges in advance by **Revolution Health & Fitness**.
- 4.8. Members are required to observe the instructions of the class instructor and abide by the booking procedures and etiquette required by **seagulls**.

- 4.9. **Revolution Health & Fitness** reserves the right to replace any instructor when deemed appropriate or necessary.
- 4.10. A minimum of 10 persons is required before a group fitness class will be conducted. If there are less than 10 persons in attendance it shall be at the sole discretion of management whether the class is conducted or not.

## 5. Health and Exercise Prescription

- 5.1. You are advised not to increase your exercise program beyond the progressions stipulated, or to use an unfamiliar piece of equipment, without consulting a Fitness and Lifestyle Advisor first.
- 5.2. You should not exercise if you have been drinking alcohol, are sleep deprived, have not eaten sufficiently, have a heavy cold or flu, or are taking medication.
- 5.3. If you have time off from exercise you are advised not to resume your previous exercise regime; start with a lighter workout and build up again gradually.

## 6. Health and Exercise Recommendations

- 6.1. If you become pregnant, sustain an injury or undergo a medical operation please consult a Fitness and Lifestyle consultant before resuming exercise.
- 6.2. Listen to your body. If an exercise hurts or you feel unwell or light-headed, stop exercising and inform a member of staff.
- 6.3. You confirm that, if at any time you are in doubt about your health and /or physical condition, you will obtain a medical clearance before embarking on further exercise and will keep norths FITNESS staff advised of any changes in your health.

## 7. Changing rooms and lockers

- 7.1. Bags are not permitted in the group fitness, gymnasium or pool areas. Lockers are available for short-term storage of personal items. Items left in lockers overnight will be removed and handed to the Club's Lost Property. **Revolution Health & Fitness** is not responsible for the contents once removed.
- 7.2. For security reasons, all personal belongings should be stored in your card operated locker. Valuables should not be brought to **Revolution Health & Fitness**.
- 7.3. Property in lockers is stored at your own risk. **Revolution Health & Fitness** shall not be liable for any loss, theft or damage of such property stored in lockers.
- 7.4. Casual users of the gymnasium can hire a locker card for a \$10 refundable deposit.
- 7.5. Replacement locker cards are available at a cost of \$10 per card.
- 7.6. Towels can be hired for \$2. A deposit of \$10 is taken and refunded when the towel is returned. Towels must be returned the day they are hired, and deposited in the drop-off receptacles provided.
- 7.7. Unclaimed personal property found in the gym will be placed in the club's Lost Property area. This will be emptied each fortnight.

## 8. Conduct

- 8.1. The consumption of food is not permitted within **Revolution Health & Fitness**. Food and beverages with the exception of water should be consumed in the area opposite reception only.
- 8.2. Please wipe down the equipment in **Revolution Health & Fitness** after use with the cleaning solution and paper towels provided.
- 8.3. **Revolution Health & Fitness** encourages you to be courteous to fellow members and to ensure that time restrictions on equipment use are adhered to.
- 8.4. Please conduct yourself in manner that does not disturb or endanger others.

8.5 Please replace weights and other exercise equipment after use.

9. General

9.1 Usage levels will be monitored throughout the day to help control numbers.

9.2 Members must wear clean and appropriate health and fitness apparel (including footwear) in group fitness classes; the gymnasium and the swimming pool areas.

9.3 Workout towels must be used during workouts and after swim/aqua sessions.

9.4 You are requested to leave the facility by our closing time.

## SECTION 3

### CUSTOMER SERVICE AGREEMENT

**This section outlines our service commitment to you, in regards to the direct debit request arrangements.**

**Terms of direct debit** – We will periodically debit your nominated account for the amount stated on your Direct Debit Request form and in accordance with the terms and conditions of the direct debit agreement made between you and ***Revolution Health & Fitness***.

**Drawing arrangements** – fortnightly drawings under the direct debit arrangement will occur on every second Thursday.

If your drawing is returned or dishonoured by your financial institution we will endeavour to contact you requesting payment. If we have not received payment we may re-draw outstanding membership fees on or before the next direct debit cycle. Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

**Failed payment fees-** A failed payment fee (Dishonour Fee) of \$10.00 (including GST) will be charged to your account.

**Changes to the arrangement** – if you want to make changes to or stop the drawing arrangement, written notice of this must be handed to ***Revolution Health & Fitness*** reception 7 days prior to the next direct debit drawing.