

## **Terms and Conditions – OMG Fitness**

### **Definitions**

You, your – means club member or guest

We, our, us, club – means OMG Fitness

### **OMG Fitness Membership Terms and Conditions**

OMG Fitness is committed to:

1. Complying with all of our commitments and responsibilities contained in this agreement.
2. Carry out all services with due care and safety
3. Ensure we do our best at all times to guide, support & coach our members towards your health & fitness goals
4. Provide our members & guests with a clean, hygienic facilities
5. Treat all members & guests with courtesy and respect at all times.

### **OMG Fitness Membership**

**Opening Hours** – OMG Fitness is designed to suit the needs of our busy lifestyles. Our members can access our clubs 24/7. We are never closed! All members train at their own risk when the club is staffed and unstaffed.

**Staffing Hours** – Our club is committed to offering knowledge and support to our members and will ensure we have staff onsite 6 days a week. Staffed times: - Monday to Thursday: 7am – 1pm then 3pm – 8pm, Fridays: 7am – 12pm, Saturdays: 8am – 12pm.

**Unstaffed Hours** – At times (including Sundays) the club will be unstaffed. The club will remain open for all members. If you are the only member within the club, you **MUST** wear the portable duress key-ring at all times then leave at reception before you exit our club.

**Casual Entry** – Access to non- members are restricted to staffed hours only.

**Minimum Age** – Membership is limited to children who are at least 13 years of age.

- Members from 13-15yrs must be accompanied by adult member at all times within our club OR at management discretion can attend the gym during staffed hours. An adult must counter sign all membership and health screen forms.
- Members from 16-17yrs may train without a parent or guardian, but the parent or guardian must counter sign all membership and health screen forms.

**Your physical condition** – You promise and represent on the date of the membership terms, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and you know of no medical or other reasons why you are not capable of engaging in active or passive exercises without detriment to your health.

**FREE induction & program** – All members are offered and required to complete an induction session which includes your first program. Costs apply for additional programs.

**Forms and Health Screens** – All forms including the health Screen must be completed and approved by OMG Fitness Management before you can commence your membership

**Change of details** – You must keep us informed of any change of address, email address, contact numbers, bank account/credit card or any other relevant information relevant to your membership.

**Responsibility for damage** - You are responsible for and undertake to compensate us for any damage which you may cause to our club facilities, if such damage is caused by your willful act or negligence you will be charged a minimum fee of \$200.00 inc gst.

**Complaints/feedback** – We see both complaints and feedback as a gift. We will endeavour at all times to assist you with any concerns/ comments/suggestions you may have.

**Risk Warning** – It is your responsibility to ensure you correctly operate or use any available facilities and/or equipment provided by OMG Fitness. If you are in any doubt as to how to correctly operate any equipment you must approach a member of staff before use. Members agree to release, indemnify and hold harmless the club and its owners, directors, managers, employees, contactors and agents from any and all liability for any personal injury or resultant liability of what so ever kind and however so ever incurred by you through, in the course or arising from any exercises or activity carried out within the club howsoever occurring and/or for any loss of property occasioned thereby and acknowledge that such waiver applies to all injuries, loss and damage sustained by reason of either or both breach of contract by us and /or any tortuous act of omission, including but not limited to negligence. You acknowledge that you are engaging in a dangerous recreational activity by exercising in our club as defined by the CLA.

**Misconduct** – 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 any dangerous in appropriate and/or offensive behaviour that is threatening or harassing other guests, members or staff, including damaging equipment in our club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs.

**OMG Fitness Membership Access**

As a member you are entitled to use facilities of our club

**MEMBERSHIPS: -**

- **BASIC:** you gain access to the gym 24/7 but all classes are excluded

- **PREMIUM:** You again access to all classes and all specialty classes

**NB:** Please ensure you have warmed up prior to attending our classes. You will also be required to take part in the cool down and stretching section of the class

**NB:** Please be ready 5minutes prior the class commencing

**Personal Training-** Personal training services do not form part of ordinary membership. OMG Fitness understands the benefits of providing you access to personal trainers. If you would like to enquire or book a personal training session/s please speak direct to your preferred trainer or reception. This service is an additional fee that must be paid direct to the trainer.

**Security-**

- Omg Fitness Clubs are full equipped with video surveillance technology and constantly recording for the security of our staff, members & guests. The cameras can be view remotely at any time by the club operator and/or security provider.

- OMG Fitness utilize a integrated "tailgating" system to protect our members by preventing the use of our clubs by non-members.

- If a member takes a non-member within the club to train (without prior permission from management of the club) you will be automatically charged a \$50.00 FINE (We reserve the right to terminate your membership).

-**NB:** If membership fees are deducted by direct debit you will be notified and advised that this fine will be automatically to you next scheduled payment

-**NB:** If your membership fees are paid upfront: you will be notified and advised this fine must be paid within 30days after the event. If payment is not received your membership will be suspended until the fine is paid

- OMG Fitness provide and active wall Duress Button and minimum of 1 Mobile Duress Keyring for members to access at all times, however OMG Fitness reserves the right to pass on any charges incurred if you intestinally activate the Wall Duress Button of Duress Keyring.

- The buttons and/or keyring are only to be used in the case of illness/accident/injury/safety threat or concern. In the event the alarm is pressed the alarm monitoring company will alert the appropriate parties accordingly with immediate effect.

**Cancellation of your membership:**

Subject to the conditions below, you may cancel your membership at any time by providing a minimum of 30days written notice. In order to cancel your membership, you are required to visit your club and complete a cancelation form (the club will keep a copy & you will take a copy for your records) or email us to receive a cancelation form.

- Any payments due within you 30day notice period are non-refundable

- OMG Fitness does not accept verbal cancellation requests (including phone messages)

- Cancellation of your membership automatically terminates your Direct Debits arrangement with our Direct Debit service provider

- If you cancel your Direct Debit without correctly cancelling your membership, your membership will remain active and applicable to all fees will continue to apply

- If you have purchased a 6month membership in advance you will be charged a pro-rata refund less your 30days notice.

- If you have purchased a 12month membership in advance you will be charged a pro-rata refund less you 30days notice plus a \$50.00 penalty fee

**You** may cancel your membership at any time with immediate effect by giving us written notice it "all" of the following applying.

- We have breached this agreement

- The breach was likely to have an ongoing materially adverse effect on your use and enjoyment of the club

- Your provided the breach notice in writing

- We failed to remedy the breach or appropriately compensate you with 7days of receiving the breach notice

**We** may cancel your membership at any time with immediate effect by giving you written notice if you do any of the following:

- Break our club rules

- Fail to pay outstanding monies after 7days of written notice

- You allow a non-member entry without prior consent

- You loan your entry key to another member, guests or non-members

**Direct Debit**

OMG fitness have appointed a Direct Debit Service Agent to administer and process your Direct Debit Payments

-**NB** Cancelling your Direct Debit with your financial institution does NOT cancel your OMG Fitness membership

We may appoint a different Direct Debit Services Agent without restriction. You will be notified in advance if we change out Direct Debit Agent. You authorize us to disclose your personal information to any Direct Debit service agent that we appoint and you consent to the applicable agent using this information for the purposes of administering our Direct Debit facility.

## **RULES OF OUR CLUB**

**ATTENTION ALL MEMBERS & GUESTS – YOU MUST START YOUR SESSION WITH A GENTLE WARMUP & FINISH YOUR SESSION WITH STRETCHING TO MINIMISE SORENESS AND PREVENT INJURIES.**

We reserve the right to add, change, or remove rules, conditions of membership, including but not limited to the membership terms & Conditions, opening and closing hours and the service facility offered by the club. Any such charges will be displayed clearly on our membership notice board with at least 30days notice (accept in the case of emergency).

**Club Etiquette** – Our club strives towards a friendly safe atmosphere with approachable yet knowledgeable staff. All members must display courtesy, consideration and respect for other members, guest and staff.

**Clean Towels & Hygiene** – All members must use towels when using all equipment, If you do not have a towel you will asked to purchase a towel prior to training. You must wear suitable clothing and appropriate closed sporting footwear when training in any area of the club. No offensive clothing or open toe shoes to be worn while training within our facility. All members must be aware of their own personal hygiene: it is appreciated if all members wear deodorant.

**Misconduct-** 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 any dangerous in appropriate and/ or offensive behaviour that is threatening or harassing other guests, members or staff, including damaging equipment in our club and perceived risks, including but not limited to, smoking, consumption of alcohol or intoxicating beverages or be in possession of, or under the influence of illegal or performance enhancing drugs in any part of our club

**Showers/Toilets** – Theses areas are unsupervised you use them at your own risk. Please make sure this area is clean and dry after use to protect the safety of your fellow members, guests and staff.

**Personal Belongings** – We provide unlocked storage facilities in our club. This area is accessible to all members, guests and staff: leaving you belongings you do so at your own risk.

**Responsibility for Damage** – You are responsible for and undertake to compensate us for any damage which you may cause to our club facilities, if such damage is causes by your willful act or negligence. You will be charged a minimum fee of \$200.00inc gst.

**Classes** – Please turn up & be ready at least 5minutes before a class is due to commence. Wear appropriate clothing, and bring a towel and water to every class.

**Privacy Statement** – During the term or your membership we will obtain access to certain personal information such as your health and financial information. This information is kept strictly confidential. To access our full Privacy Statement, please ask a member of management.