

ONE55 HEALTH & FITNESS
Membership Terms & Conditions (Terms)
Effective: 1 July 2019

Definitions

- West HQ Limited (One55) is the owner of the business name One55 Health & Fitness.
- References to 'I', 'me' or 'member' are the account holder/primary member as listed on the membership form.
- Written notice to be provided in the form of an email to reception@one55.com.au or a Membership Change Form.

Cooling off period

- A cooling off period of SEVEN (7) calendar days from the date of signing this Agreement is available to me to rescind this Agreement. To exercise this right I must provide written notice to One55 within SEVEN (7) calendar days of signing the Agreement and pay an administration fee of \$50.00.
- One55 has FIVE (5) calendar days after the signing of this Agreement to provide written notice to me in relation to any error in fees payable under the Agreement. A further SEVEN (7) calendar day cooling off period will apply after that notification.

Fees and Payments

- Member to provide new payment details in the event that an alternate payee cancels scheduled payments.
- One55 may charge a fee for defaulted payments at a rate of \$10 for each incident. One55 may also cease access to services during any default period but this will not negate my obligation to pay fees under this Agreement. I will be responsible for all costs incurred by One55 in connection with the collection of outstanding fees and authorise the deduction of these costs from my nominated account.
- If a payment is missed this will extend the payment period (but not the usage period) until the initial contract value has been paid in full.
- All prices quoted are inclusive of GST and One55 may vary debits under this Agreement due to any variation in the GST rate.
- Direct debits are scheduled to occur mid-week, however transactions can take up to (3) THREE business days depending on the financial institution.

Time Hold Policy (7 days' prior written notice required)

- Prior written notice must be given for a time hold request which may be made for:
 - a minimum of ONE (1) week and a maximum of SIX (6) weeks in a calendar year for members who hold a 12 month membership; or
 - a minimum of TWO (2) weeks and a maximum of FOUR (4) weeks in a calendar year for members who hold a 6 month, Weekend or Off Peak membership.
- Medical and Company Relocation: A minimum of ONE (1) week and up to SIX (6) consecutive months' time hold is available on request. A request must be accompanied with a medical certificate or a letter from your employer in the case of relocation.
- Payments will cease during the time hold period and the end date extended by the same amount.
- An administration fee of \$10 per request is payable at the time of the time hold request and requests cannot be back dated.
- Time hold policy does not apply to THREE (3) month minimum term memberships.

Fixed Term Programs

- An Agreement for a fixed term program will expire at the end of the minimum period and access to all facilities will cease unless a new membership agreement is entered into.

Transfer Requests

- A member with more than TWO (2) months of the minimum period remaining on their Agreement may, subject to all fees being paid, transfer that Agreement to a qualifying person.
- The transfer request must be made in writing and the new member must sign an agreement for not less than the term remaining on the transferring member's Agreement.
- One55 reserves the right to accept or reject any new member according to its policies.
- The transfer policy does not apply to THREE (3) month minimum term memberships.
- The transfer request will be confirmed via email.
- Any credits will be forfeited on and from the approved transfer date.

Cancellation and Termination (30 days' written notification required)

- Following the expiry of the minimum period of a membership contract (not being a paid in full membership contract),

the member may terminate this Agreement by giving THIRTY (30) days written notice to One55 during which time fees will remain payable. In the event that I do not terminate my membership contract after the expiry of the minimum period it will continue in force until such time as I do provide THIRTY (30) days written notice of termination.

- An Agreement for a fixed term program will expire at the end of the minimum period and access to all facilities will cease unless a new membership agreement is entered into.
- Members must adhere to One55's policies and procedures (including the Code of Conduct) (Policies) and follow all reasonable directions of One55 employees. One55 may terminate this Agreement as a result of a breach by me of any terms of this Agreement or any Policies of One55.
- One55 may cancel a membership or refuse access to its facilities if a member displays inappropriate behaviour towards any employees or other members or visitors. Inappropriate behaviour may include but is not limited to bullying, harassment and aggression.
- There is no right of cancellation available to the member and all obligations up to the minimum period must be honoured in full.
- Any credits will be forfeited on and from the approved cancellation date.

General

- This Agreement can only be varied with the written consent of One55.
- A pre-exercise questionnaire must be completed as part of the membership process. At the discretion of One55 staff, a doctor's certificate may be required prior to commencement of the membership.
- All applications for membership are subject to One55 approval. Failure to obtain approval will result in the cancellation of the Agreement and any outstanding amounts owed to the member will be reimbursed within TEN (10) calendar days.
- Any changes to membership details must be made in person to ensure confidentiality and accuracy of records. Changes to direct debit details will be effective SEVEN (7) calendar days after notification of the change.
- This Agreement entitles the member to use the equipment and facilities of One55 in accordance with the Terms contained in this Agreement. Failure to use the equipment and facilities does not relieve the member from any other obligations in this Agreement.
- These Terms may be varied by One55, at its discretion, which will notify members of any changes.

Consent/Acknowledgement

- I give my permission for my child/self to receive medical/ambulance assistance in case of an emergency and agree to pay all costs incurred.
- I give permission for my child/self to be photographed/recorded by One55 while participating in any activities conducted by One55. I consent for the photos/recordings to be used for marketing and publicity purposes if required by One55.
- I have read and understand my obligations and rights in relation to this Agreement and will abide by all membership conditions, rules and regulations, including dress code requirements. I understand that I must abide by any Code of conduct of One55 and any rules relating to the facilities and/or my chosen activity and that I may obtain a copy of these documents at any time from Reception.

Membership Cards

- Membership cards must be swiped upon entry to One55's facilities.
- Sharing and misuse of membership cards is a fraudulent activity and One55 may action as deemed appropriate.
- Lost/damaged/stolen cards can be replaced upon payment of a \$3.00 fee at Reception.

WEST HQ LIMITED MEMBERSHIP

- I certify that I am over the age of 18 and I request that you enter my name on the Register of Members as a Full or Associate Member of West HQ Limited (Company). I agree to the terms and conditions of the membership application and to be bound by the Company's Constitution, Regulations and By Laws that are in force from time to time.

NOTE: This Agreement must be signed by the parent or legal guardian (referred to as Account Holder unless stipulated otherwise). In doing so, the parent or guardian warrants that he/she is duly authorised to enter into this Agreement and is responsible for the behaviour of the minor and all obligations under this Agreement. If the Account Holder is under 18 years of age, the 'Under 18 years Rules' need to be signed by the applicant and his or her Guardian.

Privacy Policy

One55 collects, stores, uses and discloses personal information strictly in accordance with the Privacy Act 1988. If you would like to see our Privacy Policy it can be obtained from Reception or viewed on our website www.westhq.com.au.