



## ONE55 HEALTH & FITNESS MEMBERSHIP TERMS AND CONDITIONS

### FEES AND PAYMENTS

- One55 may charge a fee for defaulted payments at a rate of \$10.00 for each incident. 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.
- All prices quoted are inclusive of GST.
- One55 may change my membership fees on the giving of 60 days' notice.
- Direct debits are scheduled to occur mid-week. However, transactions can take up to THREE (3) business days depending on the financial institution.

### TIME HOLD POLICY

- SEVEN (7) days' prior written notice must be given for a Time Hold request.
- A maximum period of SIX (6) weeks is available for a general Time Hold request in any calendar year.
- Medical Time Hold request:
  - a minimum of ONE (1) week and up to THREE (3) consecutive months' in a calendar year is available for a Medical Time Hold request; and
  - the request must be accompanied with a medical certificate.
- Payments will cease during the Time Hold period and the end date of the agreement will be extended by the same period.
- An administration fee of \$10.00 per request is payable at the time of the Time Hold request.

### 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. A qualifying person is a person that has not previously been a member of One55 or has not been a One55 member for 6 months or more.
- All Transfer Requests will incur a \$50 administration fee payable by the existing member.
- The Transfer Request must be made in writing and the new member must sign an agreement for not less than the remaining term of the transferring Member's agreement.
- One55 reserves the right to accept or reject any new member in its absolute discretion.
- Any credit in the transferring member's account will be forfeited on and from the approved transfer date.
- Only one transfer request will be accommodated for an agreement.



## CANCELLATION AND TERMINATION

- Following the expiry of the minimum period of a membership agreement (not being a paid in full membership agreement) I may terminate this agreement by giving FOURTEEN (14) days written notice to One55. Fees remain payable during this time.
- My membership agreement CANNOT be on Time Hold during the FOURTEEN (14) day termination notice period.
- All Paid in Full membership agreements will terminate on the expiry date and will not rollover for any further period.
- One55 may terminate this agreement for a breach by me of any terms of this agreement or the One55 Code of Conduct.
- Any credit of the Member will be forfeited on and from the cancellation date.

## GENERAL

- A pre-exercise questionnaire must be completed as part of the membership process. One55 may require a doctor's certificate 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.
- Members must adhere to One55's policies and procedures (including the Code of Conduct) and follow all reasonable directions of One55 employees.
- 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 and Conditions contained in this agreement and the One55 Code of Conduct. Failure to use the equipment and facilities does not relieve the Member from any other obligations in this Agreement.
- Written notice to One55 is to be provided in the form of an email to [reception@One55.com.au](mailto:reception@One55.com.au) or via a Membership Change Form.
- One55 is a member of Fitness Australia and observes the National Fitness Industry Code of Practice. A copy of the Code of Practice can be obtained from <https://fitness.org.au/>

## CONSENT

- I give my permission for myself or child to receive medical/ambulance assistance in case of an emergency and agree to pay all costs incurred.



### WEST HQ LIMITED MEMBERSHIP

- I certify that I am over the age of 18 years 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.
- I agree that any minor on this agreement will also be enrolled within the Company's Junior Membership Program while a paying member at One55 Health & Fitness.

### MEMBERS UNDER 18 YEARS OF AGE

- The Primary Account Holder is responsible for the payment of membership fees irrespective of whether the membership is for a nominated person under the age of 18 years.
- The Primary Account Holder warrants that he/she is duly authorised to enter into this Agreement and is responsible for the behaviour of the Member and all obligations under this Agreement.

### 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 Customer Service or viewed at [www.westhq.com.au](http://www.westhq.com.au)
- I consent to One55 providing personal information to Fitness Australia to enable it to comply with its obligations under the Code of Practice.

### ACKNOWLEDGEMENT

- I acknowledge that One55 is not able to provide medical advice in regard to my medical fitness and that the information I have provided is used only as a guideline to determine the limitations of my ability to exercise. The information is used to assist in the exercise prescription process and to prescribe an exercise program suitable to my needs. I will inform staff if I suffer any injury, illness, or conditions in the future.