



Membership Terms & Conditions

Atmosphere Health & Fitness Club ABN 21 350 802 959, Atmosphere Active Kids Club (referred to as Active Kids, we, our or us) terms and conditions of use. Before signing your enrolment form please read the points set out below and only sign the enrolment form if you agree with said terms and conditions. Atmosphere is a member of Fitness Australia and therefore abides by the Fitness Industry Code of Practice.

Starting Your Membership

Your membership is deemed to have commenced when we receive your completed and signed:

- Enrolment Form
- Enrolment Terms & Conditions
- Medicare Immunisation Certificate

If your membership starts in the middle of a fortnightly billing period you will be billed pro-rata up to the start of the next fortnightly billing period. Your membership is billed in advance fortnightly by direct debit from either your bank account or credit card account.

Your membership will automatically renew each fortnight on the receipt of your direct debit payment.

Membership Conditions

Atmosphere offers a 7 day cooling off period from the date that you sign the agreement. Any membership fees paid together with the cost of services provided, and the administration fee are non-refundable.

It is the member's responsibility to inform us of any changes to their contact details and direct debit details in writing within 72 hours of these details changing. Atmosphere cannot be held responsible for any issues arising from a member's failure to notify us of said changes.

Atmosphere reserves the right to make changes to membership types or fees and charges from time to time. We will give you at least 14 days' notice prior to any proposed changes by writing or emailing to you at the contact address we have on our records.

Payments

Direct Debits

Direct debits will be charged fortnightly in advance every 2nd Thursday as set out in your membership agreement. All direct debits are pre-set to the same date for every member and if such date falls on a public holiday the direct

debit will be charged on the prior business day. Also please note direct debits may take up to 5 days to come out of your account.

Members must ensure that:

Details given are correct. Any direct debits which are rejected due to incorrect details or failure to notify of changes or insufficient funds will be charged a fee which will be added to next fortnightly direct debit payment.

Any changes must be notified in writing at least 72 hours prior to the next direct debit billing date.

If your fees are not fully up to date Atmosphere reserves the right to suspend your club access until your payments are up to date. If you have further outstanding debts Atmosphere will continue to debit your account until all outstanding fees are up to date. We may use a third party to assist in the collection of outstanding fees.

The cost of any defaulted payments will be charged to the member together with an administration fee per default.

Membership Commitment Type

Twelve Month Direct Debit

Minimum Term:	26 Fortnightly Direct Debits
Rolling Contract:	Yes
Expiry Date:	Ongoing

Rolling Contract

The post minimum term contract will run fortnight to fortnight until you cancel it.

Transferring Memberships

Active Kids Club memberships are non-transferable.

Membership Holds

Your membership must be financial to apply for a hold. Memberships can be put on hold up to a period of 4 weeks per 12 month period. Members must notify Atmosphere in writing at least 72 hours before the start of the hold period.

Memberships can be held for a minimum of 7 days. Requests of holds less than 7 days will not be accepted. Hold requests cannot and will not be back dated.

Members wishing to return earlier than the original hold date set must notify us in writing at least 72 hours prior for the membership to be reactivated.

Members wishing to extend the original hold date set must apply in writing at least 72 hours prior to the original hold end date.

You can apply to hold your membership for up to 12 weeks in any 12 months for travel, medical or bankruptcy reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise.

Please note that if you are within your minimum term, any time holds are not classified as a full payment toward your contract. The term of the membership will be extended by the equivalent length of the hold.

Membership Cancellation

Cancellation by Atmosphere

Atmosphere may at any time terminate your membership in writing if:

A serious breach of the terms and conditions is committed.

If Atmosphere has given you notice that a serious breach has been committed and you have not remedied the breach within 14 days of receiving the notice.

Membership dues are outstanding in excess of 4 weeks.

If membership is terminated due to excessive outstanding fees inside the minimum term, a cancellation fee equivalent to \$50 plus one third of the membership fees remaining in the contract term will be applied.

If membership is terminated for any of these reasons we may take steps to recover any reasonable costs which are incurred as a result of your breach and all outstanding membership fees payable. We may use a third party to assist in the collection of outstanding fees.

Cancellation by Member

A member may cancel in writing once the minimum commitment has expired. A minimum of 2 direct debit billing periods notice is required. Membership fees will be debited for this period. Any outstanding fees will be taken in the final direct debit.

The membership must be active and financial to request a cancellation.

Cancellations inside the minimum term must be in writing and will incur a cancellation fee of \$50 plus one third of the membership fees remaining in the contract term, plus any other outstanding fees. Payment of these fees is required to finalise the cancellation.

Failure to pay all outstanding fees within a reasonable time, to be determined by us, may result in the use of a third party to assist in the collection of outstanding fees.

Cancellations due to serious illness or permanent physical incapacity must be in writing and will only be considered upon presentation of a medical certificate or letter from a hospital outlining specifically how your condition prevents you from using the Club.

Cancellations due to relocation outside 50km from Atmosphere must be in writing and will require proof of relocation i.e. rental agreement, utility bill, land line phone bill etc. A driver's licence change of address is accepted if accompanied by a Statutory Declaration signed by a JP. If none of the aforementioned documents are available to you, a Statutory Declaration signed by a JP can be submitted and will be considered by Management on a case by case basis.

Once documentation has been received and cancellation accepted, your membership will terminate at the end of the current fortnightly billing period provided that your notice is received at least 72 hours prior to the start of the next fortnightly billing date.

Cancellations for relocations inside 50km from Atmosphere will incur any cancellation fees set out in the terms of the membership.

Acknowledgement

I acknowledge that I have read and understand the terms and conditions set out above by Atmosphere Health & Fitness Club ABN 21 350 802 959 and Atmosphere Active Kids Club and allow my child/children to participate in activities organised or conducted by Atmosphere Active Kids Club.

Child 1

Child 2

Child 3

Child 4

Signed:

Parent/Guardian_____