

Club Rules & Conditions of Membership

Your membership contract with Summit outlines the following conditions:-

1. You agree to abide by the rules of conduct, dress and use of equipment.
2. Any failure by you to use the club's services, does not absolve you from the obligation to pay membership fees.
3. When any payment is due under this agreement has been agreed to be paid by the way of direct debit or credit card. You agree:
 - 3.1 That you will not close any bank or similar account whilst it is in the nominated account.
 - 3.2 You will maintain an appropriate level of funds in Your account; and
 - 3.3 You will not terminate the nominated credit card account without first transferring the credit card authority to another credit card company.
4. A list of services provided by the club and relevant to the club membership costs are listed below. The following costs are subject to change without notice.

Joining fee:	\$25.00
Membership program:	\$50.00
Casual Visit:	\$15.00
Transfer:	\$50.00
Administration Fee:	\$50.00
Cancellation Fee:	\$50.00

If you do not, within three (3) Business Days following the Due Date for a payment, make any payment due under this Agreement, then you shall pay to the Proprietor, in addition to the amount due; a sum equal to five (5%) of the unpaid installment as liquidated damages which is a true indication of the loss which will be incurred by the Proprietor as a result of such late payment and all any further cost of collection incurred by the proprietor or its representatives, including (without limitation) collection agency cost, court cost, solicitors fees on a solicitor/client basis, together with interest on the outstanding amount at the rate allowed by the court from time to time and all other reasonable additional cost of recovery of the amount outstanding.

5. The Proprietor may elect to treat any situation where arrears of installments continue for more than fourteen (14) consecutive days, as a cancellation by You of Your Membership and to notify You accordingly. If membership is so cancelled then any sum paid to date of cancellation shall be non-refundable and all payments still outstanding shall become immediately due and payable without the necessity for any formal notice or demand.
6. Direct debit memberships can only be terminated after the minimum term and require WRITTEN NOTIFICATION thirty (30) days in advance.
7. Cancellation within the initial period incurs a cancellation fee.

CONDUCT and USE of FACILITIES-SECURITY

WARNING – This is an important document which affects your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand. If you have any questions, please ask our staff.

1. Each member and their guests must behave quietly and with decorum at all times and without disturbing other members of the Club using the Club premises from time to time. Members and guests should take all reasonable steps to safe guard their personal belongings and valuables. Lockers are available for the security of belongings and

valuables and shall be used at all times. Each member and their guests agree that the Proprietor will not be liable for any liability, claim or expense arising directly or indirectly from any loss, theft or damage to the personal belongings or property of any member or guest(s) in the Club premises (or in the lockers) or in adjoining car parks, however arising.

2. It is strongly recommended that no member or their guests should use the gymnasium prior to checking with their doctor and prior to having had an assessment and an exercise program prescribed for them and the use of the equipment explained to them. Proper footwear and appropriate attire must be worn in the gymnasium and exercise area.
3. Each member and guests use the Club premises and the facilities therein at their own risk and the Proprietor shall not be liable for any liability, claims or expenses arising directly or indirectly from the death of a member or their guests nor from any injury or infection suffered by any member or their guest in the Club premises nor adjoining car parks including death or personal injury due to the negligence of the proprietor.
4. All members will be issued with a membership card which will remain the property of the proprietor and will be produced and returned to the Proprietor on demand. Admission may be refused if any member is unable to produce such a membership card. A fee will be charged for the replacement of a lost or damaged card.
5. The Proprietor reserves the right to refuse entry or to eject members or guest if members/guest are causing a nuisance or are infringing the Club rules.
6. The Proprietor reserves the right at any time to change or add to any part of these rules and also to make a code of conduct that should be observed by the members and guests at all times for the enjoyment of the facilities provided.
7. Where a member is unable, by reason of permanent physical incapacity variable by a medical certificate, to avail him or herself of the services provided under his or her membership agreement, that member is entitled to receive a refund for the unused portion of the membership agreement. Any refund will be calculated on full membership rates.
8. A member may defer his/her membership for a minimum of 2 weeks and maximum of 3 months. This applies to memberships longer than 6 months. An administration fee of \$ 4.50 per fortnight will apply. Extended deferment periods may be granted for verifiable medical reasons only.
9. The Proprietor reserves the right to nominate car parking space. Parking on paved areas and nature strips is strictly prohibited.

Transfer Agreement

1. Club membership is transferable.
2. Pre-paid memberships can only be transferred provided the member owes no monies and /or club charges to the club.
3. The member must be present with the new member and a Club representative to complete the transaction and return his/her membership card along with a letter stating that person A has sold their membership to person B.
4. The new member must pay a transfer fee and any appropriate monies before affecting the transfer.
5. Transfer of the membership may not be conducted via advertising within the center.
6. A membership may not be transferred to an existing member or previous member within 6 months of the previous membership.

7. Upon receipt of a transferred membership, the new member shall be entitled to all rights and privileges as stated in the Club Rules and to adopt additional rules and conditions as deemed necessary by Club Management.
8. Transferability of membership remains at the sole discretion of the Club's management.
9. All transferred memberships lose any time hold rights.
10. Corporate Memberships being transferred are applicable to the normal conditions. However, it must be transferred to a person within the same company to be eligible for the discounted membership. Transferred corporate membership may incur an increased direct debit amount.

Where Participant is Under 18 Years of Age

I,, being the parent or guardian of the person named in this acknowledgement and release **HEREBY ACKNOWLEDGE AND AGREE:**

- I have read the whole of this document and understood it.
- I consent to the person named in this acknowledgement and release participating in the activity, and
- I am aware of the risks, dangers and obligations set out in this acknowledgement and release.

IN CONSIDERATION OF the person named in this Acknowledgement and Release being accepted to participate in this activity I **AGREE TO RELEASE AND INDEMNIFY** the Summit Health and Fitness Club Operator in the same manner and to the same effect and extent as if I were the person first named in the Acknowledgment and Release and the person participating in the activity.

PARENT/GUARDIAN SIGNATURE:..... DATE:...../...../.....