



YES FITNESS

MEMBERSHIP TERMS AND CONDITIONS

DEFINITIONS

For the purposes of this agreement:

- **Yes Fitness** refers to the business operating the gym facility.
- **Club Owner** refers to the legal owner of the Yes Fitness location.
- **Member** refers to the individual entering into this agreement.
- **Access Card** refers to the electronic device used to enter the gym.
- **Unstaffed Hours** refers to any time the gym is open without staff present.
- **Tailgating** refers to allowing another person to enter the gym without scanning their own access card.
- **Direct Debit Membership** refers to memberships paid on a recurring basis.
- **Upfront Membership** refers to memberships paid in full at the start of the term.

MEMBER INDUCTION

To help mitigate risk and ensure that I correctly operate or use any Yes Fitness facilities, services, products, or equipment, including adjusting levels or settings, I am provided with and advised to use a complimentary personal trainer consultation before use. I understand that an initial introduction to the club is highly recommended before using any facilities, and it is my responsibility to ensure this takes place before I use the equipment.

MEMBER RESPONSIBILITIES

I agree to:

- Use all equipment safely and responsibly.
- Follow all posted rules, staff instructions, and safety signage.
- Keep my contact and payment details up to date.
- Wear appropriate clothing and footwear.
- Report hazards, injuries, or equipment issues immediately.
- Not misuse, damage, or remove equipment.
- Not allow any other person to use my access card.
- Not allow entry to any non member during staffed or unstaffed hours.

NO VERBAL AGREEMENTS

I understand that no verbal statements or promises made by Yes Fitness staff form part of this agreement. Only written terms in this contract or written communication from Yes Fitness are legally binding.

MEMBERSHIP PAYMENT

This agreement is a legally binding obligation for which I am financially responsible. I agree that if I fail to pay when a payment is due, I must immediately pay the entire amount owing. If I miss a payment, a dishonour fee of \$3.80 will be added to the outstanding amount. Depending on the membership, this is an ongoing membership agreement and only ceases when either I or Yes Fitness exercise the right to cancel the membership. The Club Owner has the right to cancel my membership if multiple payments have been missed and attempts have been made to contact me regarding the outstanding amounts.

I must pay all initial fees applicable to my membership agreement. These may include the first fortnightly payment, bond, and access card fee.

All direct debit arrangements are governed by the Direct Debit Request (DDR) Service Agreement set out in Appendix A, which forms part of this membership agreement.

PAYMENT FAILURE AND DEBT RECOVERY

If my payment fails:

- My access may be suspended until payment is made.
- Yes Fitness may attempt to debit my account again.
- After multiple failed attempts, my membership may be cancelled.
- If unpaid fees are referred to a debt collection agency, I am responsible for all recovery costs, including legal fees and administrative charges.

All payment processing, failed payment handling, and debit arrangements are subject to the DDR Service Agreement in Appendix A.

MEMBER'S RIGHT TO CANCEL

For direct debit, no contract memberships, I may cancel my membership without penalty by emailing yes@yesfitness.com.au with notice in order to receive the 4 weeks complimentary. Payments made before the cancellation request do not affect the cancellation process. If payments are withdrawn after the membership has been finalised for cancellation, refunds will be issued by credit card or direct deposit into my nominated account. No cash refunds are available. Even if I do not use the club, no cancellation will be processed without an emailed request.

For 12 month direct debit memberships, I must complete the 12 month term to receive the 4 weeks free. If I wish to cancel within the contract term, I must pay a cancellation fee of \$250. My membership will continue after the 12 month term at the same rate unless I email to request cancellation.

All outstanding payments must be paid before cancellation can be processed. If collection or legal services are required to recover unpaid amounts, I am responsible for all associated costs, including solicitor's fees of the Club Owner and Yes Fitness Australia. Cancellation is effective on the date of the response email sent to my last known address or email address. I am liable for all financial obligations up to that date.

For 12 month upfront memberships, the one off payment covers the full 12 months. Cancellations cannot occur within this period unless the \$250 cancellation fee is paid. Once the 12 month term ends, I will not be charged again and the membership will automatically terminate on the final date.

Memberships are not transferable or assignable unless permission is granted by the Club Manager.

My bond covers the 4 weeks added to the end of my membership after cancellation and will not be refunded. The access card fee is also non refundable and the card remains my property. If I rejoin, I may continue using the same card.

MEMBERSHIP FREEZE

I may freeze my membership for up to two months per year, with a minimum freeze period of two weeks. Outside of the two complimentary months, I will be charged \$5 per week instead of my standard membership fees to keep my membership on freeze.

UNSTAFFED HOURS SAFETY AND LIABILITY

I understand that:

- Yes Fitness operates during unstaffed hours.
- I am solely responsible for my safety during unstaffed hours.
- I must follow all emergency procedures.
- I must not allow any person to enter behind me.
- I must only use equipment I understand how to use safely.

I accept all risks associated with using the gym during unstaffed hours.

TERMINATION FOR CAUSE BY CLUB OWNER

The Club Owner may terminate my membership if:

- I fail to make a payment or any payments are late.
- My fortnightly EFT payments or membership fees are interrupted or discontinued and I do not provide an acceptable alternative.
- I fail to follow membership policies or club rules or violate any part of this agreement.
- My conduct is improper or harmful to the club or its members.
- I fail to provide a doctor's approval for exercise if requested.

The Club Owner reserves the right to terminate my membership for any reason not prohibited by law. If my membership is terminated, I will receive a termination notice and forfeit any unused prepaid membership fees.

CLUB RIGHTS

I understand that Yes Fitness may:

- Modify class timetables.
- Update or replace equipment.
- Temporarily close areas for cleaning, repairs, or maintenance.
- Adjust staffed hours.
- Refuse entry for safety or behavioural reasons.

These changes do not constitute a breach of contract.

FACILITY CLOSURES AND MAINTENANCE

I understand that temporary closures or restricted access for cleaning, repairs, maintenance, or upgrades do not entitle me to compensation, refunds, or contract termination.

DAMAGED, LOST OR STOLEN PROPERTY

I am solely responsible for any damage I cause to Yes Fitness facilities, services, products, or equipment if such damage results from my wilful act or negligence. I understand that the Club Owner and Yes Fitness Australia are not responsible for any of my personal property that is damaged, lost, or stolen on or around the club or any other Yes Fitness location.

If I lose my access card, I must pay \$35 for a replacement card linked to my account.

NON MEMBER ACCESS

If I bring a non member into the gym without paying the casual fee or during unstaffed hours, I am engaging in tailgating, which results in a \$250 fine and termination of my membership. Tailgating software is used within the gym.

I will not allow any non member to use my access card. If I do, my card may be deactivated and a reactivation fee may apply. I am liable for all damage caused by myself, my family members, or my guests, and will reimburse the club via the payment method used for my membership fees.

USE OF OTHER YES FITNESS GYMS

I understand that my membership does not provide access to Yes Fitness Bali.

MINIMUM AGE

All Yes Fitness members must be at least 14 years old. All minors under 18 must have a parent or guardian co sign the membership agreement and indemnity waiver. Once a member, minors may access the gym during unstaffed hours. If a minor is unfamiliar with gym equipment, Yes Fitness highly recommends using the complimentary induction session.

COOLING OFF PERIOD

The cooling off period begins on the date I sign this agreement. If I decide to cancel within 48 hours of signing, I may cancel without any payments being charged.

PERSONAL EMAIL ADDRESS AND PHONE NUMBER

I must provide my email address and phone number to activate my account. I will receive occasional emails and text messages from Yes Fitness regarding membership benefits, and I may opt out at any time by replying and requesting to be unsubscribed.

FACILITY CLOSURES AND MAINTENANCE

I understand that temporary closures or restricted access for cleaning, repairs, maintenance, or upgrades do not entitle me to compensation, refunds, or contract termination.

PERSONAL TRAINING IS SEPARATE

I understand that personal training services are separate from my membership and may have their own fees, terms, and cancellation policies.

CONTACT METHOD ACKNOWLEDGEMENT

I agree that Yes Fitness may contact me by email, SMS, or phone regarding membership matters, billing, safety notifications, or policy updates.

NO GUARANTEE OF RESULTS

I understand that Yes Fitness does not guarantee specific fitness results or outcomes. My progress depends on my own effort, health, and consistency.

PHYSICAL CONDITION AND NO MEDICAL ADVICE

I represent that I am in good physical condition and have no medical reason or impairment that may prevent me from using the club facilities. I acknowledge that the club offers a consultation that includes a brief interview regarding my medical history.

I understand that the Club Owner and Yes Fitness Australia cannot provide medical advice. If I have any health or medical concerns now or in the future, I will consult my doctor before using the facilities.

DISCLOSURE OF PHYSICAL CONDITION

A safe and effective exercise program depends on accurate health and fitness information. I agree to disclose all relevant personal health and fitness information before and during my use of any Yes Fitness program, service, or facility. This includes health risk assessments, fitness assessments, and any relevant information or recommendations from medical or allied health practitioners.

I understand that I must not use Yes Fitness facilities if I am suffering from any infectious or contagious illness, disease, or ailment, or from any physical condition such as open cuts, sores, or minor infections that may pose a risk to other members or guests.

MEDICAL CONDITIONS

I agree that I have informed Yes Fitness of any medical conditions I have and hold no claim against Yes Fitness in the event of injury or death.

Medical Information:

ASSUMPTION OF RISK AND WAIVER OF CLAIMS

I assume all risks of injury and waive all rights to pursue damages or other relief resulting from anything occurring at or near any Yes Fitness location or Yes Fitness sponsored event. If I am injured on Yes Fitness property or during a Yes Fitness event, I will hold harmless the Club Owner, Yes Fitness Australia, and their owners, employees, agents, successors, and assigns.

I understand that Yes Fitness centres are unsupervised and no employee is on site to assist me with equipment or exercise. I acknowledge the inherent dangers of physical activity, including injury and death, and voluntarily waive my right to make any legal or equitable claim against the Club Owner or Yes Fitness.

This waiver applies to my family members, successors, heirs, and assigns.

CHANGES TO TERMS

Yes Fitness may update or amend this agreement or its policies at any time with reasonable notice. Continued use of the facilities after notice is provided constitutes acceptance of the updated terms.

GOVERNING LAW

This agreement is governed by the laws of Victoria, Australia.

SEVERABILITY

If any part of this agreement is found to be invalid or unenforceable, the remaining sections will continue in full force and effect.

MEMBER ACKNOWLEDGEMENT OF UNDERSTANDING

By signing this agreement, I confirm that I have read, understood, and agree to all terms and conditions, and that I have had the opportunity to ask questions before signing.

APPENDIX A: DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**DDR SERVICE AGREEMENT**

I/We hereby authorize Yes Fitness Australia Pty Ltd ABN 86 631 596 917 to make periodic debits on behalf of the business as indicated on the attached Direct Debit Request.

I/We acknowledge that the bank or financial organization acts only as a Direct Debit Agent for the business and does not provide any goods or services other than direct collection services. The bank has no liability regarding the goods or services provided by the business or the terms and conditions of any agreement I/We have with the business.

I/We acknowledge that the debit amount will be withdrawn from my/our account according to the terms and conditions of my/our agreement with the business, the Direct Debit Request, and this DDR Service Agreement.

I/We acknowledge that the bank account and/or credit card details provided have been verified against a recent bank statement and that I/We will contact my/our financial institution if I/We am uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that sufficient cleared funds are available in the nominated account by the due date. Direct debits normally occur overnight, but may take up to three business days depending on the financial institution. I/We agree that Yes Fitness is not responsible for any fees charged by my/our financial institution due to insufficient funds.

I/We acknowledge that delays in processing may occur if:

- The debit date falls on a public holiday.
- A payment request is received on a non banking day in Victoria.
- A payment request is received after 4:00 pm Victorian time.

Any payment due on these days will be processed on the next business day.

I/We acknowledge that I/We must contact Yes Fitness if I/We wish to alter or defer any debit arrangements.

I/We acknowledge that any request to stop or cancel debit arrangements must be directed to the business.

I/We acknowledge that any disputed debit payment will be directed to Yes Fitness. If no resolution is reached, I/We may contact my/our financial institution.

I/We acknowledge that if a debit is returned unpaid, a failed payment fee is payable to Yes Fitness. I/We am also responsible for any fees charged by my/our financial institution and any collection fees incurred by Yes Fitness, including solicitor fees and collection agent fees.

I/We authorize the debiting bank to attempt to re process unsuccessful payments as advised by the business.

I/We acknowledge that certain fees, including setup, variation, SMS, or processing fees, may apply to the Direct Debit Request and may be payable to Yes Fitness.

I/We appoint Yes Fitness as the exclusive agent for the control, management, and protection of my/our personal information relating to this DDR Service Agreement.

CREDIT CARD PAYMENT AUTHORITY

I/We authorize Yes Fitness or the nominated debiting bank to verify my/our account details with my/our financial institution and authorize my/our financial institution to release information to Yes Fitness for verification purposes.

This is an ongoing membership agreement. Membership fees will continue to be debited until I/We or Yes Fitness cancel the arrangement in accordance with this agreement. If I/We terminate the agreement or stop the automatic debit arrangement in a manner not described in this agreement, I/We may be liable to Yes Fitness for breach of contract.