

UPFRONT MEMBERSHIPS: Please be aware that if you purchase upfront membership this will expire at the end of your paid period, you will be required to renew your membership to continue use. Price will be the upfront membership price advertised at the time of renewal, not the price you paid initially.



Membership Terms and Agreement
ChasingBetter247

CHASINGBETTER 247 GYM TERMS AND CONDITIONS CONDUCT FORM

1. Prices stated in this Agreement are inclusive of GST.
2. You acknowledge and agree that:
 - i) The membership payments will be debited from the bank account/credit card authorised by you. You agree to sign all documents necessary to ensure that the scheduled payments can be made by direct debit.
 - ii) The length of the Initial Term has been discussed with you and you agree that the scheduled direct debits are payable until the Initial Term Expiry Date and during any Continuing Membership period, even if you do not use the Club.
 - iii) It is your responsibility to ensure sufficient funds are in the nominated account at least 24 hours before the scheduled payments are to be drawn and if a debit is unsuccessful, you will be responsible for any administration fees and/or collection fees (\$10 Reversal Fee imposed by WorldPay on behalf of ChasingBetter247). WorldPay on behalf of ChasingBetter247 may debit the full overdue amount without notice, should the prior debits be unsuccessfully processed. Membership fees are payable whether or not you have utilised the Club's facilities.
 - iv) The membership fees are non-refundable. All pay upfront memberships are non-refundable.
 - v) Membership fees are subject to change with notification prior to any increases. If you do not wish to continue your membership, please see point 12 - Your Right to Cancel.
 - vi) **You accept that for marketing purposes, you may be filmed and/or photographed whilst in the facility. If you wish to not be filmed and/or photographed it is required that this, be clearly stated to ChasingBetter247 staff at the time of filming.**

3. Privacy: The personal information that we collect from you (including your name, address, date of birth, driver's licence number and other information about you) has been collected for the primary purpose of facilitating the provision of our services to you. You agree that we may also disclose your personal information to ChasingBetter247, our professional advisors, debt collection service providers, third parties providing benefits to ChasingBetter247 members and financiers, government authorities or organisations as required or authorised by law. The information will be stored on a network database and may also be used for internal administrative purposes, debt collection purposes or to communicate promotional offers, membership benefits, newsletters, and special events to you. You may request access to your personal information by contacting us during business hours at the contact number or email address. If you do not provide all or part of the personal information requested, it may not be possible for us to make our services available to you.

4. Rules: You agree to abide by all membership rules and regulations of this Club.

5. Payments: Unless cancelled as stated in this Agreement, you will be responsible for all payments due and owing under this Agreement, even if you do not use our facilities and services. However, in the event of death or disability, liability of fees will terminate as of the date of death or disability. If the Club's facilities become temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, we will extend your membership privileges for the period it was unavailable.

Your ChasingBetter247 membership will continue until terminated. To use the service, you provide us with one Payment Method. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

Billing Cycle. The membership fee for the ChasingBetter247 service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle will depend on the type of membership that you choose when you signed up for the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your membership (adding add on's to your membership, or take them off), or your paid membership began on a day not contained in a given month. Visit our client portal on the app or see ChasingBetter247 reception staff and click on the "Billing details" link on the "Account" page to see your next payment date.

Changes to the Price and Memberships Plans. We may change our membership price of our service from time to time; however, any price changes or changes to your membership will apply no earlier than 14 days following notice to you. Account Service Fee

Account Service/Administration Fees:

An Account Service Fee of \$15.00 will be charged once every 13 weeks for each active paid ongoing membership.

The Account Service Fee contributes to the costs associated with administering memberships and member accounts, maintaining billing and membership systems, processing and reconciling payments, and providing ongoing member account services.

The Account Service Fee applies regardless of the payment method used, including payments made by credit card, debit card or direct debit. It is not a surcharge for using a particular payment method.

The Account Service Fee will be automatically charged to the member's nominated Payment Method every 13 weeks while the membership remains active.

The Account Service Fee is separate from the member's regular membership fee and any other fees or charges expressly provided for under this Agreement.

ChasingBetter247 may review the amount of the Account Service Fee from time to time. Any change to the amount of the Account Service Fee will be notified to members in accordance with the notice requirements applying to changes in membership pricing under this Agreement.

Payment Reversal Fees: You agree to pay a \$10.00 Reversal Fee to WorldPay on behalf of ChasingBetter247 if your scheduled payment declines and/or any fee associated with returned payments or non-payment of dues

6. **ChasingBetter Plus App.** As part of your ChasingBetter247 membership, you will receive access to ChasingBetter Plus, a separate membership service which includes personalised training programs, exercise video demonstrations, progress tracking tools, educational content, partner discounts, member rewards and other member benefits.

4-Week Complimentary Trial

All eligible members receive an initial four (4) week complimentary trial of ChasingBetter Plus.

Unless you cancel ChasingBetter Plus before the end of the complimentary trial, your ChasingBetter Plus membership will automatically convert to a paid ongoing membership at the current member rate of \$2.00 per week, billed fortnightly at \$4.00, and will continue until cancelled.

Cancellation

ChasingBetter Plus may be cancelled at any time using the opt-out function within the ChasingBetter Plus app. Cancellation will take effect at the end of the current paid billing period, unless otherwise required by law.

Failure to download, activate, access or use ChasingBetter Plus does not, by itself, cancel your membership or remove your obligation to pay applicable membership fees, provided the service remains available to you.

Pricing

The current ChasingBetter247 member rate for ChasingBetter Plus is \$2.00 per week, billed fortnightly at \$4.00.

ChasingBetter247 may change the ChasingBetter Plus membership fee from time to time. You will be provided with reasonable advance notice of any price increase before it takes effect.

If you do not wish to continue at the new rate, you may cancel your ChasingBetter Plus membership before the new rate takes effect.

If Your ChasingBetter247 Membership Ends

If your ChasingBetter247 gym membership is cancelled or terminated, your ChasingBetter Plus membership will also be cancelled unless you expressly choose to continue your ChasingBetter Plus membership.

When cancelling your ChasingBetter247 membership, you will be given the option to retain ChasingBetter Plus as a standalone membership.

If you choose to retain ChasingBetter Plus, your membership will continue at the then-current non-member rate, currently \$5.95 per week, billed fortnightly at \$11.90.

The non-member rate may be changed from time to time. You will be provided with reasonable advance notice of any price increase before it takes effect. If you do not wish to continue at the new rate, you may cancel your ChasingBetter Plus membership before the new rate takes effect.

Changes to ChasingBetter Plus

ChasingBetter Plus features, content, training resources, partner offers, discounts, rewards and other benefits may be added, removed, updated or changed from time to time.

Where a material change affects your membership, ChasingBetter247 will provide notice where required. Nothing in these terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law or any other applicable law.

Payment Authority

By signing this agreement, you acknowledge and agree to the ChasingBetter Plus membership terms outlined above.

You expressly authorise Chasing Better Health & Fitness Club to charge the applicable ChasingBetter Plus membership fees to your nominated payment method unless and until your ChasingBetter Plus membership is cancelled in accordance with these terms. By signing this agreement, you expressly authorise Chasing Better Health & Fitness Club to charge the applicable ChasingBetter Plus membership fees to your nominated payment method unless and until the membership is cancelled in accordance with these terms.

7. Security: The Club premises are under 24-hour camera surveillance. Whether you are working out, entering/leaving the building/restrooms, your activities are recorded. This video system is used for security purposes. The surveillance system does not protect you from harm in or on the building premises. You must use caution when entering or leaving the building. A courtesy telephone is available at the front desk (during staffed hours) if you feel threatened or witness suspicious activity. Do not allow access to individuals who knock on the door; doing so may put you at risk of injury or harm and could result in you losing your membership privileges. Do NOT leave any valuables left unattended as the Club takes does not responsibility for lost/stolen goods.
8. Member Assumption of Risk and Release: You understand and accept the risk of injury from Club activities and using any Club equipment is significant, including the potential for permanent injury and death, you knowingly and freely assume all such risks, both known and unknown. You acknowledge that this is an unsupervised Fitness Club, and you assume all risks associated with using exercise equipment and exercising alone without the aide and presence of Club staff on the premises. You understand that the Club is independently owned and operated. You hereby release, indemnify, and hold harmless the Club, their respective owners, officers, affiliates, agents and employees, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used to conduct any sponsored event (Releasees), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, that may arise out of or in connection with your use of the equipment or the facilities of the Club or any incident that occurs while using the Club's facilities or engaging in Club activities on or off the premises of otherwise related to your Club membership. You expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the state in which the Club is located and if a portion of this is held invalid, the balance shall remain in full force and effect. This release shall apply to your heirs and assigns and, in the case of a family membership, to any minor included in your membership and on whose behalf, you hereby sign as parent/guardian. You understand that the Club is relying on this release in agreeing to enter into this Agreement.
9. Minors: As parent and/or guardian of a minor, you here by agree to be fully responsible for all actions, damages, injuries, or loss to property or person, performed by the minor with or without your supervision in the Club. You further agree that any breach of the Club's policies on the minor's part may constitute loss of your membership privileges. Minors under the age of 16 years must be always supervised by parent/guardian while at the Club.
10. Warranty: You warrant that all information you have provided to us is accurate and true. You further warrant and represent that you do not have any medical or mental condition or disability; or disease, which could become worse during exercise or result in damage to your health if you exercise or engage in any physical activity at the Club.
11. Australian Consumer Law, Exclusions and Limitations: You have certain rights under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law in connection with the goods and services that we supply to you. The only conditions, warranties or guarantees which are binding on us in respect of the services or any goods or advice supplied by us, our employees, servants, or agents to you are those imposed or required to be binding by statute (including the Competition and Consumer Act 2010 (Cth) and those (if any) expressly set out in the Agreement. To the extent permitted by law, all other conditions, warranties, and guarantees are expressly excluded.
12. Safety Notices:
 - The Club is under 24-hour recorded video surveillance with AI (Artificial Intelligence) assistance and your fingerprint access usage is logged.
 - **You must not bring in guests at any time without the prior written consent of the Club's staff. If this policy is violated, at our sole discretion, you will be charged a quest fee of \$200.00 and/or have your membership suspended or cancelled.** If your membership is cancelled pursuant to this clause, we may charge you an additional cancellation fee.
 - You must not allow anyone else to use your access to the Club and must alert the Club immediately if you suspect somebody using your access. Violating this policy carries the same consequences as violating the guest policy.
 - If you do not have your access, you will not be allowed into the Club. During non-staffed hours, you should not expect or ask anyone else to let you into the Club.
 - Do not touch any electrical fittings within the gym i.e., turning on and off lights.
 - Check with your Doctor before using our saunas or ice bath. You accept the inherent risks, including dehydration, hypothermia, burns, and other potential injuries.
 - Personal training services provided in the Club may be provided either by employees or by independent contractors operating their own business.
 - You have access to a free orientation to the facility and the proper use of its equipment. This is upon your request at initial membership registration.
 - It is your responsibility to wipe down the equipment and un-rack the weights you use.
 - You must use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
 - **ChasingBetter247 reserves the exclusive right to terminate or suspend any membership at its sole discretion, without prior notice, discussion, or the requirement to provide a reason. Membership may be immediately suspended or cancelled, and a cancellation fee of up to \$250.00 may apply, for conduct including but not limited to:**
 - **Failure to treat staff, members, or others with respect.**
 - **Horseplay or inappropriate use of equipment.**
 - **Use of vulgar or offensive language.**

- **Abuse or neglect of gym equipment.**
 - **Exercising while under the influence of drugs or alcohol.**
 - **Spitting or engaging in any other inappropriate, disruptive, or unsafe behaviour.**
 - **By agreeing to these Terms and Conditions, the Member acknowledges and accepts these conditions as binding.**
 - **Malicious damage to equipment or property (including graffiti) will result in permanent cancellation of your membership and a fee of \$2000. Security footage will be sent to the police.**
 - Members must return equipment and dispose of rubbish after use. You must use a towel on all equipment. Members must wipe down equipment with sanitizing wipes after use. Failure to do so may result in a **\$100 cleanliness breach fee**, which will be donated to a charity supporting children in need. Repeated breaches may lead to suspension or cancellation of membership.
 - If you damage and/or mistreat equipment or property you will be issued a bill to replace it or to make repairs to the total cost of the quote provided by an external party.
 - We ask that you use the equipment correctly, safely, and ensure all equipment is put back in its correct place. Failure to return equipment to its correct place may result in a **\$100 breach fee**.
 - Age requirements – Persons under the age of 14 are not permitted in the Club without supervision and persons from the age 14-17 can use the facility with a parent or guardian and if a parent or guardian has signed a Guarantor form.
 - By using the Kids Hub services, you do so at your child's risk. I accept and agree to absolve the facility and its personnel from any responsibility for injuries, damages, or losses that might arise while your child is under our supervision.
 - By using the Sauna services users agree to shower before entering and to use a minimum of two towels – one beneath the bottom and feet and another for wiping away perspiration. Failure to comply may result in a \$50 cleaning fine to cover associated costs. ChasingBetter247 reserves the right to enforce these terms through random checks. Repeated offenses may lead to membership suspension or termination. Your cooperation in maintaining a clean and comfortable sauna environment is appreciated.
13. **Your right to cancel:**
- If you wish to cancel this agreement, it is mandatory for you to contact reception and complete a cancellation form.
 - Cancellation **NO LOCK IN CONTRACT: 14 days notice is required to cancel your membership. You can cancel your membership at any point. A cancellation form must be completed at reception in full and returned to a ChasingBetter247 Reception staff member before we can cancel your membership and cease your payments. All payments will cease 14 days after this cancellation form has been received.** Note, your membership must be active to cancel, therefore if your membership is on hold (suspension), you will still be required activate your membership again. No emails or phone messages will suffice; all cancellations will need to be processed via you coming into reception during staffed hours and filling out the required form.
 - Cancellation: You can cancel your ChasingBetter247 membership at any time, and you will continue to have access to the ChasingBetter247 service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial membership periods or unused services. If you cancel your membership, your account will automatically close at the end of your current billing period.
 - Cancellation **UPFRONT CONTRACT: You cannot cancel an upfront membership or receive a refund for unused time periods of the membership.** The time period chosen and paid on sign up, is the length of your membership.
 - ChasingBetter247 reserves the exclusive right to cancel or suspend any membership at its sole discretion, without prior notice, discussion, or the requirement to provide a reason. By agreeing to these Terms and Conditions, the Member acknowledges and accepts this condition as a binding part of their membership agreement.
14. **Your right to suspend:**
- **Suspension: 14 days' notice required.** Note, all payments scheduled within the 14-day period will still occur from the date request received by the Club during staffed hours. **Suspensions are a minimum of 1 week and maximum of 3 months per calendar year** during which the Member will not be charged for the weekly membership fee.
 - **Payments will automatically resume once suspension period is over, without notice from the Club or billing provider. Please track your suspension dates.** Your membership will automatically restart at the end of the suspension period. Pro rata payments will be charged accordingly.
 - Suspension due to injury: if medical certificate is provided, suspension can be applied to the account as of the following day. Minimum of 1 week and maximum of 9 months suspension period applies.
 - During the period of suspension of Membership, the facilities at ChasingBetter247 will not be available to the member for use.
15. **Payment Reversal Fees: You agree to pay a \$10.00 Reversal Fee to WorldPay on behalf of ChasingBetter247 if your scheduled payment declines and/or any fee associated with returned payments or non-payment of dues.** Should you default, you agree to pay all collection costs including agency fees or administration charges, court or arbitration costs and reasonable solicitor fees, which may be paid or incurred by the Club. You agree that the Club or a third party, and their agents and assigns may send communications to you including late payment notifications and other related correspondence.
16. **Assignment:** You have no right to assign or otherwise transfer your rights under this Agreement to any other person without approval and relevant paperwork from management. Membership of ChasingBetter247 is not transferable by the Member and Membership of ChasingBetter247 cannot be transferred between persons.
17. **Maintenance of Facilities:** The Club may be temporarily closed for periods of up to 1 week each year for maintenance or renovation purposes. You understand and accept that your regular payments will be deducted from your nominated bank account during this time. Full efforts will always be made to not close the Club, this is only in extreme circumstances.
18. **Ongoing Agreement: This is an ongoing membership agreement. The agreement will continue until either you or the supplier terminates it in the way described in the agreement.** If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or ChasingBetter247 cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to ChasingBetter247 for damages for breach of contract.
19. **Access is not to be used by any other persons.**
20. If you have an **add on's on your membership (e.g., ChasingRX, Neon, Recovery, Group Fit, Recovery Room, Creche)** and want to downgrade your membership, your new ongoing debit amount will be the current advertised price, not your previous price or the price advertised at the time you joined. You will be required to come into the facility to sign all relevant paperwork.

DECLARATION: I have read and understood the Terms and Conditions of this membership. By entering into a payment agreement with ChasingBetter247, you acknowledge and agree to be bound by the Terms and Conditions of membership, which have been provided to you via email, assuming a valid email address has been supplied. Your continued membership and payment constitute your acceptance of these terms in their entirety, regardless of whether a physical or electronic signature has been obtained.