

# Launceston Institute of Fitness & Training



## Terms & Conditions

### General Information

Launceston Institute of Fitness & Training (LIFT) Members agree to abide by all membership regulations and this agreement. Members agree to comply with expressed and/or customary rules for participation and use of equipment and the facility.

### 1. Assumption of Risk and Release

- a) The Member acknowledges that there may be a significant risk of injury arising from the use of LIFT facilities and/or equipment and/or other activities of the LIFT Centre and that such injury may include significant disablement or harm and paralysis.
- b) The Member acknowledges and freely accepts all such risks both apparent and non-apparent and acknowledges that the facility is an unsupervised gym.
- c) The Member agrees to assume all risks associated with using exercise equipment and exercising without supervision and without the aid or presence of Staff on the premises.
- d) The Member hereby releases, indemnifies and hold harmless LIFT, its employees and officers and affiliates and agents and other Members in respect of any injury, disability, death, loss or damage occasioned to the Member or to the Member's property whether arising from the negligence of any of the releasees or otherwise that may arise out of or in connection with the Member's use of the equipment and/or the facilities or any incident that occurs while the Member is using the gym facilities or engaging in gym activities whether on or away from the premises of LIFT or otherwise related to this membership except in regards to any rights the Member may have arising under the Trade Practices Act 1974.
- e) The Member expressly agrees that the release is intended to be as broad and inclusive as permitted by the laws of Tasmania and if any part of this release and indemnity is held invalid the balance of the release and indemnity shall remain in full force and effect.
- f) The Member agrees that the release shall apply to his/her heirs and assigns and in the case of any family membership to any minor included in the membership application on whose behalf the Member signs as parent and/or guardian.
- g) The Member acknowledges that LIFT is relying on this release in agreeing to enter into this agreement.

### 2. Risk Warning

- a) Members are required to use the safety accessories provided on equipment.
- b) Any Member unsure of the use of equipment must request instruction from LIFT or a Staff Member.
- c) It is the Member's responsibility not to use any equipment which may adversely affect any medical condition.
- d) LIFT warns that whilst you are on our premises, using our facility and equipment, you are at risk of suffering physical harm or personal injury including, but not limited to, broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:
  - i) Slipping on wet floor;
  - ii) Being struck by weights;
  - iii) Colliding with equipment, or other Members;
  - iv) Engaging in strenuous exercise and activities; or
  - v) Using equipment or the facility incorrectly.
- e) Members acknowledge that any such injury may result from not only from your actions but from the action, omission or negligence of others.
- f) Members acknowledge and agree that the above-mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.
- g) Members acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by LIFT are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

- h) The Member is responsible for understanding how to operate the emergency / duress buttons in the facility and agrees to use the emergency / duress buttons only in the case of emergency.
- i) A \$200.00 penalty may be imposed for misuse of the emergency buttons.
- j) Unruly behaviour, vulgar language, or improper use of equipment in the facility or being present in the facility while intoxicated, whether as a result of alcohol or drug ingestion, or other inappropriate behaviour is not permitted and may result in the suspension or cancellation of the Member's membership without any entitlement for refund.

### **3. Membership Details**

- a) The Member permits the use of personal details.
- b) Unless there is a cancellation or suspension of membership, as provided for in this agreement, the Member will be responsible for all payments due and owing under this agreement, even if there is no use of the facilities and services.
- c) In the event of death or disability, liability for fees will cease at the date of death or disability.
- d) If the facility becomes temporarily unavailable due to events such as fire, flood, loss of lease or the like, LIFT will extend the Member's privileges for the same period as the facilities were unavailable.

### **4. Payment of Membership Fees**

- a) By providing a credit card number or bank account at the time of joining, the Member expressly consents to LIFT charging all fees and charges in respect to the membership to the provided credit card or bank account.
- b) Members agree to pay all membership fees as set out in this agreement and, if paying by direct debit, the Member also agrees to be bound by the direct debit terms and conditions as described in the payment agreement and the payment provider's Direct Debit Request Service Agreement.
- c) For direct debit membership, payments must be made fortnightly unless otherwise arranged with LIFT Management
- d) The Member is liable to pay an additional fee (dishonour fee) of up to \$15 if in the event that details provided are incorrect, including change of account, insufficient funds or otherwise.
- e) LIFT reserves the right to deactivate the Member's access FOB until payment is made for overdue accounts.
- f) LIFT will endeavour to contact you by phone, SMS or email to inform you of any overdue payments.
- g) If overdue payments are not reconciled within a reasonable period, LIFT will defer to a debt collection service.
- h) In the event of default of the membership payments, the Member agrees to pay all costs of collection including agency fees and any legal costs incurred in the recovery of the outstanding amount.
- i) Membership can be suspended for up to 3-months per calendar year by completing the suspension form at reception with a LIFT Staff member present.
- j) A Member will be charged a \$15 fee for an access FOB replacement.
- k) You acknowledge and agree that LIFT may change its Payment Provider and that LIFT and/ or the current Payment Provider (acting on behalf of LIFT's instructions) may, in their sole discretion, assign or novate all existing Payment Agreements to a new payment provider. In the event that LIFT or the current Payment Provider (acting on behalf of LIFT's instructions) assigns or novates the existing payment agreements to a new payment provider, you consent to LIFT or
- l) the current Payment Provider providing your personal information (including, but not limited to your payment details, to its new payment provider) in accordance with this Agreement and LIFT's Privacy Policy.
- m) LIFT reserves the right, at any time, to change the membership fees charged to Members for use of the facilities subject to any lifetime guarantee on membership price agreed to at the time of entering into the membership agreement. LIFT agrees to use reasonable endeavours to provide you with written notice of the changes. The changes will take effect 30 days after the written notice has deemed to be received by you. We deem receipt to have occurred 2 business days after the written notice was sent. At the end of the 30-day period, you authorise LIFT and/or the payment provider to debit the new amount to your account.

### **5. Access FOB by Non-Members**

- a) LIFT only grants Members, unless otherwise specified in this Agreement, an access FOB to the facility. No Member is permitted to bring a non-Member into the facility.
- b) If a Member breaches this Agreement, the Member acknowledges that:

- (i) they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member whether or not caused through the negligence of LIFT;
- (ii) the act of bringing a non-Member into the facility constitutes automatic acceptance by the Member of a new membership for the non-Member. The access set up fee, in addition to the direct debit membership fee, will be charged to the Member in the following ways: (1) for a Member who holds a direct debit membership, this amount will be deducted from their nominated bank account; and (2) for a Member who has purchased an upfront membership, the Member will receive an invoice for this amount;
- (iii) payment of the amount in accordance with the clause above will entitle the non-Member to use the facility for one fortnight;
- (iv) in order for the non-Member to take advantage of the new membership, they will need to attend the facility and comply with all of the obligations that all new Members are required to comply with pursuant to this Agreement; and
- (v) LIFT reserves the right to terminate without notice the membership of the Member who brings a non-Member into the facility.

## **6. Complimentary Usage**

- a) Prior to any exercise, any complimentary usage of the facility needs to be at the discretion of LIFT.
- b) All complimentary time at the facility must be during staffed hours.
- c) It is the Member's responsibility to complete a casual waiver form prior to any exercise.

## **7. Orientation**

- a) All Members have access to a free orientation session including advice on the proper use of the facility and equipment.
- b) It is the Member's responsibility to request this orientation service.
- c) The orientation focuses on various aspects of the facility including, but not limited to, amenities, gym layout, safety equipment, entry and exit areas, gym etiquette.

## **8. Suspension Rights**

- a) A Member may suspend this agreement for a period of up to 3 months over a 12-month period by giving notice and completing a "Suspension" form in person at LIFT during staffed hours.
- b) A phone call or email is not considered an acceptable form of notice of suspension.

## **9. Cancellation Rights**

- a) A Member may cancel this agreement by giving notice and completing a "Cancellation" form in person at LIFT during staffed hours.
- b) A phone call or email is not considered an acceptable form of notice of cancellation.
- c) Upon request for cancellation, any overdue fees must be paid in full before membership cancellation can be actioned by LIFT.
- d) Upon cancellation of membership, Members may continue to use the facility for any period that they have paid in advance.

## **10. Suspension and Termination of Membership by LIFT**

- a) LIFT reserves the right to refuse entry or remove a Member should they be engaged in behaviours, which in the opinion of LIFT constitutes a breach of the Terms and Conditions or which constitutes a nuisance or annoyance to other Members or Staff of LIFT.
- b) Any actions of a Member in the facility and/or community that LIFT deems to be inappropriate, brings the facility into disrepute, causes reputational damage or negatively affects the safety or comfort of Members or Staff may result in termination of membership.
- c) LIFT reserves the right to suspend or terminate membership if LIFT deems a Member is displaying a pattern of behaviour towards another Member that constitutes harassment, bullying or intimidation.
- d) LIFT may take action to suspend or terminate membership if there is a current or historic issue that has arisen outside of the facility that is impacting the safety or comfort of other LIFT Members or Staff, or if LIFT believes that continued membership will not contribute to a positive gym environment.
- e) Any member that makes a complaint or is involved in a complaint against LIFT, or its employees or agents, agrees to have their membership immediately suspended until the complaint process is complete. This included providing a supporting statement for a complaint made against LIFT.

- f) In the event that LIFT suspends or terminates membership, suspension or termination will be effective on the date that LIFT notifies the member either verbally or with written notice. Members are liable for all financial obligations until that date. LIFT will not refund any unused portion of membership paid upfront.
- g) Upon suspension or termination of membership by LIFT, the Member's access FOB to the facility will be deactivated. Any money owing to LIFT when membership ends, remains immediately due and payable.

#### **11. Transfers**

- a) Transfers are not permitted.

#### **12. Access FOB**

- a) Member access to the facility by use of the FOB is logged.
- b) Members may not use their access FOB to bring guests into the facility at any time without prior written consent of LIFT.
- c) If the Member breaches this condition, LIFT may charge the Member a guest fee and/or may suspend or cancel the membership of the Member and may impose a penalty of up to \$200.00.
- d) The Member must not allow any other person to use the Member's FOB and must advise LIFT immediately the Member's FOB is lost or stolen, in breach of which the penalties as referred to above apply.
- e) A Member who does not have a FOB at the time of entry into the facility (LIFT) is not entitled to enter the facility during non-staffed hours and must not expect any other person to permit the Member entry.
- f) The access FOB remains the property of the Member in the event of cancellation.
- g) The access FOB is able to be reactivated subject to a fixed fee within a year of deactivation.
- h) Access FOBS are non-refundable.

#### **13. Minimum Age**

- a) Persons under the age of 18 years are not permitted to use the facility unless a parent/guardian has assumed personal and financial responsibility requiring both parties' signatures on the time of signing the membership agreement form.

#### 18 Years and older

- Standard adult membership terms and conditions apply.
- All classes and equipment are available subject to any medical advice.

#### 17 Years

- Parent/guardian must be present upon signing membership.
- Full 24/7 Access.

#### 16 Years

- Entry interview with a LIFT Staff Member
- Must complete a minimum of 3 personal training sessions prior to LIFT membership approval.
- Training program must be adhered to and only perform exercises outlined in the program.
- Access to LIFT between 5:30am – 8pm, 7 days.

#### 12 to 15 Years

- All requirements as set out for 16 Years
- Parent/guardian or personal trainer must be present at all times on the gym floor and not left unsupervised when performing any exercise.

#### 10 & 11 Years

- Personal training or fully supervised group training only

#### 9 Years and Under

- Kids zone only
- No access to basketball court or gym floor at any time

#### **14. Gym Etiquette**

It is an expectation for all Members to follow LIFT Gym Etiquette at all times as follows:

- i) Return weights and unload machines
- ii) No food on the gym floor
- iii) Appropriate gym attire
- iv) No work boots or bare feet
- v) No bags on the gym floor
- vi) Use a towel
- vii) No gathering around equipment
- viii) Report damaged equipment
- ix) Use equipment safely
- x) Be considerate and respectful of others
- xi) Wipe down equipment after use
- xii) Practice good personal hygiene
- xiii) Respect others' right to privacy and personal space
- xiv) Children must remain in kids area at all times

#### **15. LIFT Dress Code**

- a) Appropriate gym attire must be worn in the facility at all times.
- b) Sports shoes are compulsory.
- c) Work boots, street shoes, thongs and open-toed sandals are not acceptable.
- d) Jeans and drill trousers are not permitted.
- e) No hoods are to be worn over the head or face on entry or in the LIFT facility.
- f) LIFT and Staff have the right to refuse entry to any Member inappropriately dressed.

#### **16. Personal Training**

- a) Personal training services provided in the facility may be provided either by LIFT or its employees or independent contractors in operation of that contractor's own business.
- b) Members will need to pay service fees directly to them.
- c) LIFT is not responsible for those fees or for any associated costs of refunds.
- d) Any service they provide is a contract between them and you and LIFT cannot accept any responsibility for a breach of contractor or negligence.
- e) If you make a claim because of something a contractor or tenant has or has not done, your claim should be brought against the provider, not LIFT.
- f) You release LIFT from any claim resulting from any act or omission by a contractor or tenant.
- g) No other personal training may be conducted on the premises.

#### **17. Video and Photography**

- a) No Member is permitted to photograph or video any person or activity in the facility without consent.
- b) Any video or photography that captures another Member without consent must not be published on social media or other online platforms until verbal or written consent is given by that Member.
- c) A Member that intentionally uses a camera to capture images or video of another Member without their consent, must report and provide an explanation to LIFT management.

#### **18. Video Surveillance**

- a) For security purposes, LIFT is under 24 hour recorded video surveillance.
- b) Video surveillance is limited to the reception area, gym floor, classrooms and car park only, and is not within the walls of the bathrooms, staff rooms, or independent contractor offices.

#### **19. Complaints Procedure**

19.1 Purpose of the Procedure. The purpose of the procedure is to ensure that:

- a) The member has an easy accessible, straightforward means of making formal representations to LIFT, which offer prompt action and speedy resolution of complaints;
- b) The member is confident that the complaint is being dealt with effectively and fairly, even if the outcome is not to the members complete satisfaction;
- c) LIFT uses complaints positively and takes subsequent action to maintain and improve service quality and responsiveness

19.2 Definition

- a) An informal complaint is an initial approach by a member to LIFT outlining dissatisfaction with some aspect of LIFT's service or actions. Such approaches are likely to be made in person, by telephone, submitting a LIFT Complaints Form at reception and sometimes in writing.
- b) A formal complaint is an expression of dissatisfaction with the action or lack of action taken by LIFT, on a matter which has been previously raised by the member and where they remain dissatisfied with the response received.

19.3 Categories of Complaint. The following are categories of complaint, which indicate in general terms the range of complaints that fall within the procedure.

- a) Dissatisfaction with the way LIFT policies are being carried out.
- b) Complaints regarding LIFT's attitudes and action of individual employees/management in dealing with matters.

## **20. Arbitration**

Any dispute arising under this agreement shall be for determination pursuant to the provisions of the Commercial Arbitration Act 1986.



# Launceston Institute of Fitness & Training



## Declaration & Waiver

### TO: LAUNCESTON INSTITUTE OF FITNESS & TRAINING ("LIFT")

I acknowledge that in using the LIFT Centre and its services, I will engage in recreational activities that involve a significant degree of physical exertion and a degree of physical risk. I am undertaking such activities for the purpose of recreation, enjoyment, leisure, and general exercise. I am informed and I acknowledge that there is an inherent level of risk involving unpredictable and unforeseeable risks of harm which may include death or personal injury.

I willingly assume the risk of participating in the exercises, training programs and general activities of LIFT. I have provided LIFT with all relevant and necessary information that relates to my physical health and capacity to participate in strenuous exercise. I understand that if LIFT were not provided with all relevant and necessary information about my health capacity it would not be able to fully appreciate the risk of harm or injury to me in providing instruction and in allowing me to participate in this activity. I willingly provide the following waiver:

- (a) I do not hold LIFT or its employees or agents legally responsible for injuries I suffer, howsoever caused whether by negligence or otherwise, on its premises when using its equipment or participating in its training activities and programs.
- (b) I undertake not to sue LIFT or its employees or agents for any claims, costs, damages, or other liabilities it may have in relation to injuries suffered by me and I acknowledge that this waiver represents a release and discharge of all legal responsibility from LIFT or its servants or agents to me. It is provided in exchange for the provision of the exercise facility for instruction and activities and other goods and services purchased by me.
- (c) I accept that I will also be assuming a role involving responsibility of others participating in activities of this gym. If an injury occurs as a result of my careless act, omission or negligence then I fully assume responsibility for any harm done and I do not hold LIFT responsible. I agree to indemnify LIFT from any claim which occurs as a result of my careless act, omission or negligence.
- (d) I declare that any pre-existing injury or medical condition that may affect my safety and may be exacerbated by physical activity, has been cleared by a medical professional prior to commencing at LIFT. I will declare any future medical conditions that occur, and report any injuries sustained at LIFT immediately to management. I understand LIFT has the absolute right to refuse entry based on this information.
- (e) I warrant not to participate while intoxicated and affected by drugs. Participating whilst under the influence of alcohol or drugs will in addition to any other release, release any and all liability and responsibility from LIFT, its servants and agents and I agree to indemnify LIFT and its servants and agents from any costs or claims resulting from damage to property or injury caused in those circumstances.
- (f) I have read and agree to abide by the rules and warnings on display at LIFT. This includes a right for the Staff of LIFT to refuse entry or remove me should I be engaged in behaviours, which in the opinion of LIFT constitutes a breach of the rules or creates a nuisance or annoyance to the Staff or other Members of LIFT.
- (g) I acknowledge that any of my actions in the facility and/or community that LIFT deems to be inappropriate, brings the facility into disrepute, causes reputational damage or negatively affects the safety or comfort of Members or Staff may result in termination of membership.
- (h) I acknowledge that LIFT reserves the right to revoke my membership if they deem that I am displaying a pattern of behaviour towards another Member that constitutes harassment, bullying or intimidation. I also understand and respect that LIFT may take action to revoke my membership if there is a current or historic issue that has arisen either inside or outside of the facility that LIFT determines could have the potential to impact the safety or comfort of other LIFT Members or Staff, or if LIFT believes that my continued membership will not contribute to a positive gym environment.
- (i) I understand that making a complaint or being involved in a complaint against LIFT, or its employees or agents, that I agree to have my membership immediately suspended until the complaint process is complete. This included providing a supporting statement for a complaint made against LIFT.