

Terms and Conditions

Please read and agree to the following terms and conditions prior to becoming a member or participating in a fitness session offered by Bec Hansen Fitness Pty Ltd.

Liability Release:

1. I acknowledge that it is a condition of participating in this activity that I do so at my own risk.
2. I accept all risks and acknowledge that with any physical activity there is a risk of injury, illness, minor and major accidents (including equipment and surroundings) or death occurring. I acknowledge that I am participating in activities and using equipment at my own risk.
3. I understand the physical nature of this activity. I agree that I am:
 - Not aware of any medical condition (physical or mental), injury or impairment that may be detrimental to my health if I participate in this physical activity.
 - Medically able to participate in this activity and a qualified medical practitioner has not advised me otherwise.

In the event that I become aware of any medical conditions, injuries or other impairments that may be detrimental to my health if I participate in this activity, I will immediately notify Bec Hansen Fitness Pty Ltd, and complete a new pre-exercise questionnaire with qualified medical practitioner clearance.

4. I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in this activity.
5. I accept all risks and hereby indemnify and release Bec Hansen Fitness Pty Ltd and its managers, trainers, agents, employees and contractors, against all liability (including liability of their negligence), claims and demands as a result of my participation in these activities.
6. I acknowledge that participation in this physical activity may involve a risk of serious injury, illness, or even death. These causes include (but are not limited to), accidents with equipment and surroundings, equipment failure, over exertion and dehydration.
7. I understand that Bec Hansen Fitness Pty Ltd staff are not qualified medical practitioners and are not able to give medical advice.

Unlimited Membership – No Contract: Membership / Cancellations / Hold / Direct Debits:

8. I understand that my direct debit is paid in advance (weekly, fortnightly or 4 weekly – my choice on sign up). My payment frequency can be changed during the course of my membership by emailing members@hansenfit.com

A minimum of 3 business days notice must be issued in writing to guarantee my new payment frequency.

9. I acknowledge that if I make membership payments via direct debit that I may cancel at any time, provided I give 3 business days notice in writing. Notice can be given by emailing members@hansenfit.com

Example: If your direct debit is scheduled for a Friday, we must receive notice prior to start of business on the Tuesday before.

10. I acknowledge that if I make payments via direct debit I can place my membership on hold, provided I give 3 business days notice in writing. Notice can be given by emailing members@hansenfit.com

Minimum hold time is 1 week. Maximum hold time is 12 weeks. A start and end date for each on hold period must be advised in your email.

A maximum of 12 weeks of hold time per calendar year applies per membership.

3 business days notice must be given prior to the direct debit date for the corresponding hold period.

Memberships will not be placed on hold retrospectively. No backdated hold requests will be permitted.

Example: If you pay a monthly membership on the 10th of each month and you will be away from the 17th to the 23rd of the month and wish to place your membership on hold for the 1 week – we must have notice 3 business days prior to your DIRECT DEBIT on the 10th. If we receive notice after your debit has been paid, it can not be placed on hold.

11. Failure to use Hansen Fitness services on offer will not entitle you to receive a refund of your membership fee.

12. I acknowledge that if my direct debit dishonours I will be automatically charged up to \$29.90 dishonour fee by Ezidebit 3 business days after the original dishonoured debit, plus the failed transaction will be processed again. I understand that if I would like the failed transaction to be processed on a different day, I must immediately contact Hansen Fitness by emailing members@hansenfit.com

Unlimited Membership – No Contract: Under 21 years old

In addition to the **Unlimited Memberships – No Contract** terms and conditions above.

13. I acknowledge that on my 21st birthday my membership will automatically switch to the current full priced PAYG / no contract full adult weekly rate.

14. I acknowledge that once I am 21 I have the option to join up on the Bec Hansen Fitness Pty Ltd website to an Unlimited Membership with a Minimum Contract Term if I desire.

15. I acknowledge that minimum age to participate in Group Training Classes is from age 14.

16.

Unlimited Membership – Minimum Term Contract: Membership / Cancellations / Hold / Direct Debits:

17. I understand my direct debit is paid in advance (weekly, fortnightly or 4 weekly – my choice on sign up). My payment frequency can be changed during the course of my membership by emailing members@hansenfit.com

A minimum of 3 business days notice must be issued in writing to guarantee my new payment frequency. Changing my payment frequency will not change my minimum contract term.

18. I acknowledge that I have an agreement with Bec Hansen Fitness Pty Ltd from when I complete the online joining form, tick the box confirming I have read and accepted the terms and conditions, and proceeded with the sign up form and payment details.

19. I acknowledge that the minimum contract term will commence on the Start Date that I select on sign up.

20. I acknowledge that a 14 day cooling off period will commence on the date that I join online and commence my agreement. A \$25 administration fee applies to all agreements cancelled within the cooling off period.

To cancel my membership during the cooling off period, I must email members@hansenfit.com Bec Hansen Fitness Pty Ltd will then cancel the agreed minimum term contract, refund any initial payments (less the \$25 administration fee and casual visit rate for any classes attended), and send written confirmation of the cancellation.

21. Unless I provide written notice to cancel my membership (as per section 22 of these terms) prior to end of my minimum term, I acknowledge that my membership fees will continue to be deducted until I give the required notice to cancel my membership will automatically switch to the terms and conditions for a PAYG membership as outlined above under the title **Unlimited Membership – No Contract** (see items 8 to 12 inclusive).

22. I acknowledge that I may cancel my membership at any time once my minimum contract term has expired, provided I give 3 business days notice in writing. Notice can be given by emailing members@hansenfit.com

To ensure my membership does not continue past the minimum contract term, I must give notice to Bec Hansen Fitness Pty Ltd within this term.

23. I acknowledge that I may cancel my membership at any time during my minimum contract term. I acknowledge that cancellation within my minimum contract term will incur an early cancellation fee of \$149.00. This amount is payable prior to membership cancellation being finalised and confirmed.

24. I acknowledge that I can cancel my membership during my minimum contract term (if a time hold is not suitable) without an early cancellation fee being charged if:

- I am sick or incapacitated and have a certificate from a qualified medical practitioner stating that I cannot exercise for the rest of my minimum term.
- I am bankrupt and can show supporting documents.
- I relocate my primary residence more than 20km from any Bec Hansen Fitness Pty Ltd indoor or outdoor training location and can provide a letter as evidence of this from Australia Post or real estate agent.

25. I acknowledge that I can place my membership on hold during my minimum contract term, provided I give 3 business days notice in writing. Notice can be given by emailing members@hansenfit.com

Minimum hold time is 1 week. Maximum hold time is 12 weeks. A start and end date for each on hold period must be advised in your email.

A maximum of 12 weeks of hold time per 12 month period applies.

If you are within your minimum contract term, any time where your membership is placed on hold will not be classified as payment toward your contract, and your contract end date will be extended by the corresponding amount of hold time.

3 business days notice must be given prior to the direct debit date for the corresponding hold period.

Memberships will not be placed on hold retrospectively. No backdated hold requests will be permitted.

Example: If you pay a monthly membership on the 10th of each month and you will be away from the 17th to the 23rd of the month and wish to place your membership on hold for the 1 week – we must have notice 3 business days prior to your DIRECT DEBIT on the 10th. If we receive notice after your debit has been paid, it cannot be placed on hold.

26. I acknowledge that failure to use Hansen Fitness services on offer will not entitle me to receive a refund of my membership fee.

27. I acknowledge that if my direct debit dishonours I will be automatically charged up to \$29.90 dishonour fee by Ezidebit 3 business days after the original dishonoured debit, plus the failed transaction will be processed again. I understand that if I would like the failed transaction to be processed on a different day, I must immediately contact Hansen Fitness by emailing members@hansenfit.com

Personal Training:

28. I acknowledge that I must notify my Personal Trainer as soon as I am aware that I can not attend or need to reschedule a Personal Training or Private Group session. I understand that if I cancel with less than 24 hours notice, I will be charged for my session.

Code of Conduct / Other:

29. I acknowledge that there is an unsupervised play space for children at the Unanderra indoor studio for my convenience if I need to bring my children while I am attending class. I acknowledge that I am completely responsible for my child in this play space and must keep an eye on them at all times during class. I acknowledge that if my child is ill, violent, or extremely disruptive I must remove them from the play area and fitness studio for the comfort and safety of my own child, other children, plus adult members. I acknowledge that upon entering the fitness studio, I must immediately settle my child/ren in this designated area and my children are not permitted to freely move into the studio or near any equipment for ANY REASON. I acknowledge that at the end of all fitness classes my child/ren must remain in the safe play space and they are not permitted to stretch with the class, pack up any equipment or move freely around the fitness studio.

30. I acknowledge that if I have placed my child/ren into the unsupervised play space that they are not permitted to freely exit the area and move through the fitness studio for any reason, including to use the bathroom. All children must be taken and returned by their guardian to the play space / bathroom. I acknowledge that if my child is small, I must carry them through the fitness class if it is necessary for them to use the bathroom, and that this is for their own safety, plus the safety and comfort of all participants in the class. I acknowledge that if a class is in progress I must wait for a rest break so that travel to the bathroom is safe for everyone in the vicinity, including my child.

31. I acknowledge that there is an abundance of room at the park where outdoor classes are held for children to play or sit while I participate in classes. I acknowledge that I am completely responsible for my child at the park and must keep an eye on them at all times during class. I acknowledge that my child is not permitted to play with any Bec Hansen Fitness Pty Ltd equipment, or play in an unsafe manner in the workout space. I acknowledge that if my child is ill, disruptive, or damaging any public property I must remove them from the area.

32. I acknowledge that the minimum age to participate in timetabled group fitness classes is 14 years.

33. I must not be under the influence drugs (legal or illegal).

34. I understand that I must follow all instructions from staff and will only use equipment as instructed.

35. I must supply my own towel and water at all training sessions.

36. I must wear fully covered shoes and appropriate clothing to all sessions.

37. I am aware that it is my responsibility to wear appropriate protective clothing, supply sunscreen and bring a hat to any outdoor classes.

38. Operating hours and timetables are subject to change.

21. Hansen Fitness reserves the right to alter or cancel classes for the safety of participants.

39. Hansen Fitness does not accept responsibility for any lost or stolen property. This includes property that is in the direct training area or in the possession of staff.

40. All car parking is at your own risk and Bec Hansen Fitness Pty Ltd will not be liable for any loss or damage to your vehicle or its contents.

41. I acknowledge that when attending fitness sessions at the indoor Unanderra studio I am not permitted to park inside the gated complex and must use road parking that is available. I acknowledge that when parking at either the outdoor or indoor location for Bec Hansen Fitness Pty Ltd classes I will not block any driveways or park on private property without permission from the relevant owner.

42. Inappropriate or offensive behaviour will not be tolerated. I understand that I may be asked to leave a training session or have my membership cancelled if my conduct is offensive or inappropriate.

43. Hansen Fitness may photograph or film training sessions for promotional purposes. If you do not wish for your image to be used, please notify staff by emailing hello@hansenfit.com

44. I certify that I am 18 years or older and have read and fully understand this document. Or, I am 18 years or older and as parent or guardian I have read and fully understand this document and I agree to the above terms for myself and my participant.