

Muscle Studio

Terms and Conditions

If you are intending to join the Club, you should read and understand these Terms & Conditions before you complete the Membership Form. The membership contract between you and Muscle Studio comes into effect once the Membership Form has been completed and signed. These Terms & Conditions apply to all Members and other casual clients using Muscle Studio Facilities.

Access to Club

As a member you are entitled to use the Facilities of Muscle Studio during the Gym's normal opening hours, so long as you remain a member and you comply with the most up to date Terms and Conditions.

Muscle Studio reserves the right to collect your personal contact information and photo for identification purposes upon initiation of any membership. If you are issued with a membership tag, this must be tagged in/registered on entry to the Gym via the door access reader or reception reader. Access to the Gym may be refused if you do not have the tag or provide adequate evidence of your identity and membership.

General Terms and Conditions

We reserve the right to amend our General Terms and Conditions at any time. The most up to date version is available on our social media pages and all changes will be displayed in the Gym prior to implementing the change.

If you behave in a manner that is unacceptable to us or to other members of Muscle Studio, we reserve the right to refuse entry to you and to cancel your membership. Unacceptable behavior may include but is not limited to disruptive or threatening behavior, causing damage to Gym premises or equipment, abusive language to staff or members, dropping weights or use of illicit substances. To access the Gym's 24/7 feature, you must have a valid membership tag which can be obtained from reception (during reception hours) once membership is purchased. If you lose or forget your tag, you are not able to ask another member to allow you entry to the gym, as you are also not allowed to permit entry to other people to the club. Should you lose or damage your card, you will be subject to a \$20 card replacement fee.

Should you allow another person to enter the club by following you in, you will be subject to a \$99 tailgate fee. The 24/7 entrance door is monitored by surveillance and tailgating cameras are in place.

A towel must be used on all seated equipment. Clean, fully enclosed sports shoes must be worn during all times at the gym for health and safety reasons. A singlet or t-shirt must always be worn, and all clothing must be clean and tidy with no offensive print as consideration for our other members.

Children under 13 years are not allowed to access the Gyms Facilities at any time. Youth memberships are available to children between the ages of 13-15 years of age but must be signed up by a guardian at reception and are only allowed to access the gym during reception hours.

Muscle Studio will contact members occasionally regarding important information relating to their membership using the contact details provided to them at sign up.

It is the responsibility of the member to ensure that their contact information is kept up to date to prevent important communication being lost.

Your Health and Physical Condition

You confirm to us that you are in good physical condition when joining Muscle Studio, whenever you use the Facilities, and that you are not aware of any medical or other reason that might be detrimental to your health, safety, comfort or physical condition. You are responsible to notify Muscle Studio of any conditions that may impede or prevent you from using our facilities and it is up

to you to provide us with medical consent to participate in physical activity if requested. You should not use any of the Facilities whilst suffering from any contagious illness, disease or infection, or when suffering from any physical ailment, especially if there is a risk for other members.

Use of Facilities

It is your responsibility to ensure that you correctly operate any equipment at the Gym. If you are in any doubt as to how to do so, you should consult a member of staff before use. If you cause any damage to any facilities at the Gym, you must notify a member of staff. You may be held responsible for the cost of repair or replacement if intentionally using a piece of equipment not as it is designed to be used.

Fees

All fees are payable in advance unless otherwise agreed in writing. When joining Muscle Studio, you will become responsible for paying the membership fees for the duration of your membership, as shown in the Membership Form that you sign.

Payment may be made by direct debit only unless an upfront membership plan is selected. Please be aware that our direct debit merchant will charge \$9.90 per failed transaction attempt. It is your responsibility to ensure you have sufficient funds available to meet the payment requirements.

Membership Fees are non-refundable.

If any fees are outstanding, we will be entitled, without obtaining further authority from you, to charge them to your nominated account. However, we will not do this if you have given us a written notice that a payment is disputed. Fees are quoted inclusive of GST.

Fees in Default

If a member defaults in the payment of the payment of their membership fees on two or more occasions, the following provisions will apply:

- a. In the event of a payment default, Muscle Studio has the right to immediately pause your membership and access right until the outstanding amount has been paid in full (Membership Pause Period).
- b. During the Membership Pause Period your upcoming membership fees will also be paused and you will instead be charged an amount of \$5 per week, which will be allocated to your outstanding fees until such times as your outstanding fees have been paid in full. Once the outstanding fees have been paid, your regular membership payment and access rights shall resume.

Expiry & Renewal of Membership (Non upfront payments)

When the initial period of your membership is completed, your membership will continue until you advise us otherwise and you will continue to be responsible for membership fees until you give us 14 days' notice to terminate your membership. We reserve the right to increase membership prices at the cessation of contracted period by giving notice to members using the contact methods on their accounts.

Membership Hold

All members are entitled to a 4-week (per annum) membership hold. Any debits due within the dates of the membership hold will be reduced to \$5.95 per fortnight. During this period access will be restricted and standard membership payments will recommence the date of your agreed upon return.

Cancellation/Termination of Membership

All Memberships have a 48-hour cooling off period, from the date which you sign. Any membership cancelled within this period may be subject to a \$75 administration fee plus the costs of any use of

the Gym occurring within this period. Membership cancellation must be in writing to musclestudio@outlook.com.

To cancel your contract, we require a 2-week notice period. If you have a payment due within this time, it will be taken from your account in full. Additionally, if you wish to cancel your membership before the minimum period of your membership expiring, you will be subject to pay a cancellation fee of \$200.00.

All memberships will continue a No-Contract basis after the minimum term has ended until a cancellation is provided in writing to muscle studio email by the member. Any cancellation fee applicable must be paid in full at the time of your cancellation request or will be automatically debited from the authorised payment method on file. Cancellation requests will not be processed and will be deemed invalid until the cancellation fee and any overdue membership fees are paid in full. If you wish to cancel your membership due to illness or injury, you should submit your request in writing with supporting evidence (such as a doctor's certificate or statutory declaration) in writing to Muscle Studio and your request will be assessed. Muscle Studio reserves the right to cancel your membership by giving you notice if you fail to pay any fees within 30 days of the due date. In any of these circumstances you will remain liable to pay all outstanding fees due for the period up to and including the termination date. Also, we may recover from you or retain from any advance payment a reasonable amount to cover the costs that we incur as a result of your actions. The balance of any advance will then be refunded on request. Termination of membership will bring the membership contract to an end, but this will not affect the accrued rights of either the Gym or yourself at the termination date.

Personal Training

All personal trainers at Muscle Studio are sub-contractors and all fees relating to their services are set by them personally. Personal Trainers are not staff of Muscle Studio and have privately owned personal training businesses. Any instruction or recommendation made by a Personal Trainer within Muscle Studio is not a reflection of Muscle Studio or our policies or procedures. Only approved Personal Trainers can operate within Muscle Studio facilities. No member is allowed to bring a third-party trainer into our facilities at any time and bringing a third-party trainer into the club may result in suspension or cancellation of your membership.

Personal Property

You are responsible for the care of your property and valuables while on Muscle Studio premises and the Gym accepts no liability for any loss or damage incurred whilst at the Gym. We recommend you bring no valuables onto Muscle Studio property.

Data Protection

Personal information obtained by us concerning you will be kept confidential in accordance with our privacy policy and relevant legal requirements. Allowing us to use your image, we will film and take photos at our facility from time to time for advertising and promotional activities. We may use this across our social media and other platforms. By signing this agreement, you acknowledge that we have the right to use those images for business and promotional material and that they remain the property of Muscle Studio.

No Transfer of Membership

Membership is personal and not transferable, unless by management approval. Also, you may not lend your membership card to any third party. Guests may only be invited to Muscle Studio after obtaining authorisation from the management.

Minors

Members under the age of 16 are not permitted to access the Gym or utilise facilities outside of staffed hours. Valid membership tags issued to members between the ages of 13-15 will be deactivated after hours to automatically deny access to the Gym. Members between the ages of 13-15 must exit the Gym at the end of the Gym's staffed hours. Any member found to have breached this provision or who is found to have assisted another member to breach this provision may have their membership tag removed and membership terminated by management.

Notices

Whenever these Terms refer to notice being given by you or by the Club, the notice must be in writing.

Entire Agreement

The membership contract incorporating these Terms constitutes the entire agreement between us and supersedes any previous agreement or understanding between us with respect to its subject matter.

Waiver

The failure by the Gym to enforce any of these Terms or the Rules shall not be treated as a waiver of that provision, nor shall it affect our right subsequently to enforce that provision.

Severity

If any of these Terms are held by a court to be unenforceable or invalid, the remaining provisions will continue in effect.

Law & Dispute Resolution

These Terms and your membership contract are governed in all respects by law. If any dispute occurs between us, we will act in good faith in an effort to resolve it through direct negotiation with you. If this is unsuccessful, either of us may request that the dispute is referred to mediation in accordance with Office of Fair Trading. Any dispute that is not resolved by negotiation or mediation will be resolved by a court.

24 Hour Access

Muscle Studio will be unsupervised at times, and by acknowledgement of these terms, the member understands the risks involved and holds no liability to Muscle Studio (The Company), its staff or directors.

If training alone, it is advised to use the after-hours distress necklace located under the key holder. All swipes are monitored by our camera system so any members bringing in guests without approval will be banned from the club and will incur a \$50 once off visit fee for their guest.

Gym Surveillance

Muscle Studio is under constant camera surveillance for the protection of the facility and its members. CCTV footage at our facilities is done so in accordance with relevant state legislation. Any footage taken is viewed only by Muscle Studio for the purposes of monitoring our facilities and for the protection of our members. Muscle Studio reserves the right to keep and use footage for legal proceedings relating to conduct inside the Gym. We are also required by law to provide copies of requested CCTV footage to police and governing bodies providing it is requested through the appropriate channels.

No children under the aged of 16 are permitted to use these facilities unsupervised.

Any members caught using these facilities in contravention of these terms or in a manner which is of a disreputable manner will have their membership immediately cancelled without refund.

Disclaimer

The member acknowledges that, at times, Muscle Studio may be unsupervised. By acknowledgement of this document, the member hereby confirms that they have read and agree to all of the above terms and conditions.

Compliments and Complaints

Compliments and complaints regarding our facilities or service can be made in person at the facility, sent to our postal address or can be emailed to our customer relations team. The contact details are as below: Email: musclestudio@outlook.com

