



## Park Fitness Training Membership Terms and Conditions

### Membership Application/ Consideration

- a. Applications for membership will be considered only upon receipt of a fully completed Health and Fitness Evaluation Form.
- b. Members acknowledge and agree that failure to comply with the following conditions may result in the restriction, suspension or termination of a Member's membership:
  - i. Members must not engage in conduct that is abusive, improper, harmful, threatening, endangers others or is otherwise not in the best interests of staff or other Members.
  - ii. Members must not engage in any illegal activities at Park Fitness Training.
- c. For Members aged 16 or 17 at the time of joining, a parent or guardian must give written consent to Park Fitness Training to enable the 16/17 year old to be able to participate in sessions.

### Membership Contract

- a. A membership contract between You and Park Fitness Training will begin when we receive Your credit card details over the phone or they are physically entered in Momence.
- b. The membership contract will be governed by these Member Terms and Conditions and the Park Fitness Training rules as may prevail from time to time during the period of Your membership.
- c. The Member Terms and Conditions and the Missed Session Policy may be varied from time to time. Should any changes occur, You will be notified of these changes via our newsletter or via the Trainer at Your location.

### Credit Card Fees

- a. The Member agrees to pay all applicable credit card processing fees associated with payments made to Park Fitness Training through the third-party processing company, Stripe. These fees shall be charged at a rate of 2.75% plus 30 cents per transaction. The Member authorises Park Fitness Training to deduct these fees from any payment made by credit card.
- b. You further acknowledge and agree that Park Fitness Training uses Stripe as a third-party direct debit billing provider and You will be required to complete the Direct Debit Request to allow deductions from Your Billing Account when entering into this Agreement.
- c. Park Fitness Training reserves the right to charge You a reasonable processing fee being the reprocessing fee in the event of dishonour of Your direct debit or any failed payment. Furthermore, Members will not be permitted to book any classes at Park Fitness Training unless and until all outstanding Membership Fees are paid up to date.
- d. The credit card charge takes place weekly from the start date.
- e. The minimum membership term is 6 weeks from start date.

### Payment

- a. You are responsible to:
  - i. Ensure that Your credit card account has sufficient credit to allow for the payment of Your membership fee on each payment date.
  - ii. Advise us in advance if You are transferring or closing Your credit card account,
  - iii. Advise us in advance of any changes to Your credit card.



## Park Fitness Training Membership Terms and Conditions

- b. Should Your credit card transactions fail, You are liable for any and all resulting fees and charges.
- c. When requested, a receipt will be issued from the venue that You attend.

### Missed Session Policy

- a. The Missed Session Policy applies in the event that You are unable to attend a session/s at short notice.
- b. When You miss a session, You may make up for the missed session by attending another session on the timetable by notifying Your Trainer via text message prior to that session.
- c. If the sessions are not made up by the end of the following calendar month then those sessions are forfeited.
- d. Sessions may not be made up whilst membership is suspended.
- e. A change in membership (number committed sessions each week) will result in the forfeit of any accrued make up sessions.

### Suspension Policy

- a. The Suspension Policy applies for periods of time, during which You are unable to participate in any sessions.
- b. If You cannot attend sessions for a period of less than one week, then the Missed Session Policy applies.
- c. Memberships may be suspended for a maximum of three (3) weeks in every three (3) calendar months of membership.
- d. The Suspension Policy does not apply to members on one session per week. One session per week members should adhere to the Missed Session Policy
- e. All membership suspensions must be submitted via email to [parkfitnesstraining@gmail.com](mailto:parkfitnesstraining@gmail.com) at least 7 days prior to the next scheduled direct debit date to ensure that Your request can be processed in a timely manner. Failure to do so may result in delays in processing your request and fees may be applied unnecessarily. (You can view your billing cycle via Momence or request it from Your Trainer).
- f. A suspension cannot be backdated.

### Membership Cancellation

- a. All membership cancellations must be submitted via email to [parkfitnesstraining@gmail.com](mailto:parkfitnesstraining@gmail.com) at least 7 days prior to the next scheduled direct debit date to ensure that Your request can be processed in a timely manner. Failure to do so may result in delays in processing Your request and fees may be applied unnecessarily.
- b. A membership may be cancelled by email at any time after the initial 6-week term.

### Physical Condition

- a. To the best of Your knowledge and belief, You represent and warrant to Park Fitness Training, You are not aware of any condition/impairment that may be affected or aggravated or otherwise prevent You from engaging in any physical activity and that You are sufficiently physically fit to participate without risk to Your health. You acknowledge that it is Your responsibility to seek Your own medical advice in relation to Your participation in sessions and You are wholly responsible for acting on all medical advice and for taking all such precautions as may be necessary in relation to any conditions or impairments that You may have at the time of Your participation in any session.
- b. If You are injured or become ill whilst participating in a session, You consent to the administration of first aid and/or medical treatment. You agree that You are responsible for the payment or reimbursement of any medical costs incurred by or on behalf of Park Fitness Training in respect of any first aid or medical treatment rendered and that You are responsible for



## Park Fitness Training Membership Terms and Conditions

arranging and paying for any personal medical insurance You might require to cover all or part of those costs.

- c. You agree that whilst Park Fitness Training will take all reasonable steps to ensure Your safe participation in sessions, You assume all of the risks associated with Your participation in these sessions.

### Promotion and media

- a. In consideration of PFT granting You a membership, You:
  - i. Acknowledge and agree that photographs or audio or video recordings containing the image, voice or likeness (Recordings) of You may be taken, captured or made by Park Fitness Training Personnel.
  - ii. Give unconditional and irrevocable consent for Park Fitness Training and its Personnel to use the Recordings and any information previously provided by You to Park Fitness Training (including any photographs or other content) (Content) in perpetuity without restriction as to changes or alterations, and to disclose any of Your personal information that is contained in any Recordings or Content, to any person (including via social media) and via any medium for the purpose of promoting Park Fitness Training or any other purpose Park Fitness Training reasonably requires.
  - iii. Acknowledge and agree that You are not entitled to any remuneration, royalties or any other payment from Park Fitness Training in respect of the use of any Recordings or Content;
  - iv. Acknowledge and agree that as between yourself and Park Fitness Training Park Fitness Training is the sole legal and beneficial owner of all intellectual property rights in and attaching to any Recordings and Content and consent on an irrevocable, worldwide and perpetual basis, to the infringement of all moral rights You may have in and to any such Recordings and Content.