

# Membership Service Agreement

Jetts Fitness Location  
Address One  
Address Two  
Suburb STATE 0000  
1300 JETTS 247  
www.jetts.com.au



Club:  Membership Number:  Staff:

## MEMBERSHIP PERSONAL DETAILS

### Primary Contact Details

Title  Mr  Mrs  Ms  Miss  Dr

First Name

Surname

Phone (    )

Mobile Phone

Email

Next of Kin

Phone (    )

Sex  Male  Female

Date of Birth

Licence No.

Unit Number     Street No.

Street Name

City / Suburb

State    Postcode

I do not wish to receive any commercial emails or SMS which may be sent by Jetts from time to time (please tick).

### Club Information

How did you hear about Jetts Fitness?  Drive / Walk by  Advertising / Promotion  Current Member Name:

## MEMBERSHIP PACKAGE DETAILS

Selected Membership:  IND  FAM  CRP

Access 24/7 Monthly

Access 24/7 PIA

1 Month Staffed

Rate Per Fortnight

\$

\$

\$

Signature

Payments

Initiation Fee \$

Card Fee \$

Last Months Fees \$

Products \$

Payable Today \$

Method of Payment

### Notes:

## This agreement is subject to a 48 hour cooling off period.

This is an ongoing membership agreement. The agreement will continue until either you or Jetts Fitness terminate 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 bank account until you notify Jetts Fitness to cancel this arrangement by notifying your bank or credit card 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 Jetts Fitness for damages for breach of agreement.

Family members linked to this account

- 
- 

## PAYMENT OPTIONS

OR

### Direct Debit Payment Information

I authorise Ezidebit Pty Ltd User ID 165969 to debit my/our account at the financial institution identified below through the bulk electronic clearing system (BECS) in accordance to the payment details stated below and as per the service agreement provided.

Account Holder's Name

Financial Institution

Bank Branch

BSB (Branch Number)       Account Number

### Credit Card Payment Information

By signing this form, I authorise Ezidebit Pty Ltd, acting on behalf of the business to debit payments from my specified card below and I acknowledge that Ezi Debit Health and Fitness - Milton will appear as the business name on my credit card statement.

Name on Credit Card

Credit Card Number

Expires   /

Credit Card Type (Please Tick)

Mastercard  Visa

### Authorised Customer Signature

Title  Mr  Mrs  Ms  Miss  Dr

Name

Date   /   /

Signature

## Member Acknowledgement

### Billing Commencement date

Start Date   /   /     Until Further Notice

Start Time   /   Until Further Notice

Amount \$\*       Direct Debit Frequency Fortnightly

\*Plus \$1.50 admin fee per transaction for bank accounts and \$1.50 or 2.2% admin fee for credit cards whichever is the greater. Amount of fees payable until the end of the billing cycle during which you are debited.

### Membership Commencement date

Start Date   /   /     Until Further Notice

Staff Signature

### Membership Acknowledgement

By signing this agreement I acknowledge that I have received and read a copy of the membership agreement and liability release. By signing this agreement I also agree to accept the terms of this agreement in its entirety and to be bound by the conditions for the duration of my membership.

### Authorised Member Signature

This is to certify that I, as a parent/guardian with legal responsibility for the member do consent and agree to the terms and conditions of this membership agreement including the indemnity and release.

### Parent / Guardian Signature (if under 18)

### Parent / Guardian Address

Date Signed   /   /

# MEMBERSHIP LIABILITY RELEASE

## DEFINITIONS

In this Agreement the following terms apply:

Agreement means this membership agreement made between you and Jetts.

Club means the Jetts Fitness 24/7 gym where you applied for your membership as described in this Agreement.

Jetts means the franchisee operating the Club pursuant to a franchise agreement with Jetts Fitness Pty Ltd and include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.

You means the person described in this Agreement who is applying for the Jetts membership.

## CONTRACT

This agreement incorporates the terms of the Jetts membership policies and club rules (which are located at the Club) and the Jetts privacy policy which is available at [www.jetts.com.au](http://www.jetts.com.au) or by emailing [privacy@jetts.com.au](mailto:privacy@jetts.com.au).

## MEMBERSHIP

**Nature of Membership** Your membership permits you to use Jetts premises, facilities, equipment and services (**Facilities**) as shown and limited by the membership identified.

Your membership is non-transferable by you unless deemed appropriate by Jetts management. Jetts reserves the rights to sell memberships at different rates and terms.

**All Club Privileges** Your membership entitles you to utilise any Jetts Facility across Australia.

**Membership Freezes** Jetts will only freeze your membership if you qualify under the membership freeze policy set out by the Club. To be eligible for a membership freeze you must be in good standing with all processing and enrolment fees paid and you must be current on your monthly fees.

**Membership Transfer - PIA** Members who are PIA are unable to transfer their membership to another club, however the Member is able to transfer to a non member. A \$35 transfer fee is payable by the incoming member on transfer of the membership.

**Membership Transfers - Direct Debit** Members who pay fortnightly by Direct Debit may transfer between Jetts Facilities subject to the following conditions:

- Membership at the existing club has been for a period of at least 3 months.
- Direct Debit membership is not in arrears for any fees or services.

**Foundation Membership** Members who duly complete and sign a Jetts Membership Agreement form prior to the club opening date are defined under Jetts Membership Policies as a Foundation Member. A Foundation Member has the privilege of maintaining the value of their membership for the life of the agreement.

Jetts Fitness reserves the right to terminate their privileges in the event of the following:

- A PIA membership is not renewed prior to its expiry date.
- A Direct Debit membership is in arrears for any fees or services.
- A Direct Debit foundation membership is transferred to another Jetts club.
- A member's conduct is improper or harmful to the best interest of Jetts and/or its members.

Termination of Foundation Membership privileges is effective on the date Jetts advises the member by email/mail to the last known address.

## FEES

You agree to pay the fees as set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in this Agreement.

## DISHONOUR FEE

A member is subject to a \$10.00 administration fee in the event that a fortnightly Direct Debit membership payment is dishonoured by their financial institution.

## MEMBERSHIP FEE INCREASE

Jetts reserves the right, at any time, to change the fees charged to members for use of the Facilities. Jetts agrees to use reasonable endeavours to provide you with written notice of the changes at the most current address you have supplied. The changes will take effect 30 days after the notice has been received by you. We deem receipt to have occurred 2 business days after the notice was posted. At the end of the 30 day period, you authorise Jetts and/or the direct debit company to debit the new amount to your account.

## CANCELLATION, TERMINATION AND REFUND

**48 Hour cooling off period:** You can cancel your membership within 48 hours after signing this Agreement by advising the Club manger in writing. If you do, Jetts will refund all money you paid within 10 days of when Jetts receives the notice. An administration fee of \$75, or 10% of fees paid (whichever is lesser) is payable if you exercise your right to the 48 hour cooling off period.

**Basic Cancellation Rights and Refund:** You may cancel your membership and receive a refund of any unused prepaid monthly Fees if you qualify as follows:

- Permanent Sickness or Physical Incapacity: Your disability must physically prevent you from using any of the Facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case, Jetts will refund any unused prepaid monthly Fees.
- Termination of Monthly Membership: If you have a monthly membership you may terminate it at any time upon (i) written notice to Jetts; and (ii) return of your membership access card/key when your membership ends. Your monthly membership ends 30 days following the day Jetts receives written notice. Any notice of termination must be received at least two (2) days before your EFT bill date to allow Jetts sufficient time to process your termination. Jetts will apply your prepaid last month Fees to your last month.
- Termination of Prepaid Membership: If you have a prepaid membership, you may not terminate it during the prepaid period (or get a refund), except for the reasons stated in section 4(a) and 4(b). If you do not renew your prepaid membership by the renewal date, your prepaid membership automatically expires.
- Termination for Cause by Jetts: Jetts may, at its option, terminate your membership if (i) you fail to make timely payments under any payment plan; (ii) any monthly payments or fees are late; (iii) you fail to follow any of Jetts membership policies or Club rules or violate any part of this Agreement; or (iv) your conduct is improper or harmful to the best interest of Jetts or its members. Termination is effective on the date Jetts email/mails a written notice to your last known address. You are liable for all financial obligations until that date. If you prepaid your fees, Jetts will not refund any unused portion, and you must immediately return your membership access card/key.
- Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use the Facilities ends and Jetts can deny you access to any Jetts club. Any money owing to Jetts when your membership ends, remains immediately due and payable and Jetts will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance.

## MINIMUM AGE

All membership holders of Jetts Fitness must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the membership agreement form and acknowledgement of indemnity waiver.

Minors aged between 14 - 16 must comply with the following restrictions:

- Access during staffed hours only - no access card will be issued.
- A pre-exercise questionnaire to be completed by parent or guardian.
- A suitable qualified Personal Trainer to undertake a pre-exercise assessment and then provide an exercise program for the minor prior to commencement of exercise.

## 24/7 ACCESS

Jetts only grants members 24/7 access to its Facilities. Any member who brings a non-member into the Club during unstaffed hours acknowledges that:

- 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 Jetts;
- Their membership will be terminated with a \$150 non-compliance fee charged to the member's nominated bank account; and
- They will be prohibited from re-joining any Club operating under the Jetts brand.

## UNSTAFFED HOURS

**Jetts operates on a 24/7 basis and is accessible by members during unstaffed hours. As a member utilising the Facilities you acknowledge that you enter and use the Facilities at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the undue effect of exercising in an unstaffed facility, then DO NOT sign this Agreement.**

## STAFFED HOURS

The staffed hours for the Club are displayed at the entrance to the Club. Jetts reserves the right to make amendments to staffed hours at any time without notice.

## VIDEO SURVEILLANCE

For security purposes, Jetts uses video surveillance equipment to monitor the Club on a 24 hour basis. By signing this agreement you acknowledge that by accessing the facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only, and is not within the walls of the bathrooms or client screening rooms.

## ORIENTATION

It is a condition of this Agreement that you participate in a scheduled member orientation program. The orientation focuses on the safe and correct use of the equipment provided at the Club. Jetts may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

## MEMBER LIABILITY RELEASE (VIC ONLY) - WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- Rendered with due care and skill; and
- As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

## NOTE

The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

## RELEASE

**You use the Facilities provided by Jetts at the Club at your own risk and acknowledge that the use of the Facility may involve risk of injury, whether caused by you or another party. You release, to the fullest extent permitted by law, Jetts against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person.**

## INDEMNITY

**You indemnify Jetts against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements and losses of any kind whatsoever that Jetts incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by you at or in the Club or in the vicinity of the Club.**

## EQUIPMENT

You understand and acknowledge that Jetts purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club. You understand and acknowledge that Jetts is providing recreational services and may not be held liable for defective products or equipment.

## PHYSICAL CONDITION AND NO MEDICAL ADVICE

You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your using the equipment at the Club. You acknowledge that Jetts did not give you medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment. If you have any health or medical concerns now or after you join as a member of the Club, you must discuss them with your doctor before using the equipment.

## LIABILITY FOR PROPERTY

Jetts is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in an open locker. If you cause damage to the Club or any equipment you are liable to Jetts for its cost of repair or replacement.

## CHANGE OF DETAILS

You must provide us with any changes to your details which are relevant to your membership.

## ENTIRE AGREEMENT AND ENFORCEMENT

You acknowledge that neither Jetts nor any other party has made any representations or promises upon which you have relied when entering this agreement. This document contains the entire agreement between you and Jetts and replaces any oral or other written agreement. Any manual or hand written changes to this agreement are not valid. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Jetts does not enforce any rights in this agreement for any reason, Jetts does not waive its right to enforce it later.

## Ezidebit Pty Ltd AUSTRALIA SERVICE AGREEMENT

I / We hereby authorise Ezidebit Pty Ltd (ACN: 096902813)

Direct Debit User ID number 165969 (herein referred to as Ezidebit Pty Ltd) to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I / We acknowledge that Ezidebit Pty Ltd is acting as a Direct Debit Agent for the Business and that Ezidebit Pty Ltd does not provide any goods or services and has no express or implied liability in regard to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I / We acknowledge that the debit amount will be debited from my / our account according to the terms and conditions of the agreement with the Business.

I / We acknowledge that bank account and credit card details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I / We acknowledge that it is my / our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I / We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I / We agree that Ezidebit Pty Ltd will not be held responsible for any fees and charges that may be charged by your financial institution.

I / We acknowledge that there may be a delay in processing if:

- There is a public or bank holiday on the day, or any day after the debit date
- A payment request is received by Ezidebit Pty Ltd on a day that is not a Banking Business Day
- A Payment request is received after normal Ezidebit Pty Ltd cut off times, being 4pm QLD time Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I / We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement.

I / We authorise Ezidebit Pty Ltd to vary the amount of the payments upon instructions from the Business.

I / We do not require Ezidebit Pty Ltd to notify me / us of such variations to the debit amount.

I / We acknowledge that the business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I / We acknowledge that variations to the debit arrangement will be directed to the Business.

I / We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I / We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I / We acknowledge that if a debit is returned by my/our financial institution as unpaid, I / We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Ezidebit Pty Ltd.

I / We authorise Ezidebit Pty Ltd to attempt to re-process any unsuccessful payments as advised by the Business.

I / We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

## CREDIT CARD PAYMENTS

I / We acknowledge that "Ezidebit Pty Ltd" will appear as the business name for payments from a credit card. I / We acknowledge and agree that Ezidebit Pty Ltd will not be held liable for any disputed transactions resulting in the non supply of goods and /or services and that any disputes will be directed to the business, as Ezidebit Pty Ltd is acting as a 3rd party payment provider.

I / We acknowledge and agree that in the event that a claim is made, Ezidebit Pty Ltd will not be liable for the refund of any funds.

Ezidebit Pty Ltd will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made, relating to an alleged incorrect or wrongful debit, or otherwise required by law.

Further information relating to Ezidebit Pty Ltd's Privacy Policy can be found at: [www.ezidebit.com.au](http://www.ezidebit.com.au)

Credit Card Fees are a minimum of the transaction fee or the credit card fee which ever is greater.

I / We authorise:

- The Debit User to verify details of my/our account with my/our financial institution
- The Financial Institution to release information allowing the Debit User to verify my/our account details.

I acknowledge the terms and conditions of this document.

Members Signature

Staff Signature