

Welcome to Temple Fitness

Your Details

First Name: _____ **Last Name:** _____ **DoB:** _____

Address: _____ **Suburb:** _____ **State:** _____

Postcode: _____ **Sex:** M / F / Other

Email: _____ **Mobile:** _____ **Occupation:** _____

Emergency Contact Name: _____ **Phone:** _____

Your Interests (why do you need a Gym?)

Strength Training	Group Training	Personal Training	Cardio	Nutrition
Weight Loss	Muscle Gain	Competition Prep	Functional & Mobility Movement	
Speed & Endurance	Restoration	Rehabilitation	General Fitness	

How Did You Hear About Us?

Walk By	Newspaper	Friend	Signage	Social Media	Internet
---------	-----------	--------	---------	--------------	----------

Agreement & Policy

- Cancellation of your membership requires a minimum of **30 Days Written Notice**, during which any fees due will continue to be debited.
- If membership fees go beyond 4 weeks overdue, your account **will be** sent to a collection service.
- Direct Debit membership fees are processed each week/fortnight from your nominated bank account. Plus, an admin fee charged for each Direct Debit payment.
- You may NOT allow guests, friends, or any non-member to attend the gym at any time without prior permission from Temple Fitness.
- You may NOT allow another member entry into the gym with your access card (Tailgating).
- You may NOT allow anyone to use your access card to gain entry into the gym (Pass-Back). Failure to comply with these policies will be logged by our security system and you will be charged a **Breach of Policy Fine of \$150**.
- Services:** In the event of any restrictions or regulations placed on service delivery resulting from National or State based emergencies, Temple Fitness will provide services via other means. These means may include on-line delivery or outdoor services, at a reduced fee.
- Emergency Alert System:** Temple Fitness is fitted with an emergency alert system for your safety. You agree to use the system only in case of true emergencies. Tampering or negligent use of the emergency alert system is a breach of policy.
- 24 Hour Recorded Surveillance:** The gym is monitored by a 24 hour recorded surveillance system and your swipe card activity is also monitored. Surveillance is operated in the main gym floor areas and over external parts of the building. No surveillance is operated within change rooms. By signing this Agreement you acknowledge that you will be subject to video surveillance whilst in the gym.
- Lost or Stolen Access Card/Tag:** You are not permitted to access the gym during non-staffed hours when periods of restricted access are enforced. All members will have 24x7 access during normal periods. If you lose your Access Card/Tag, you must inform Temple Fitness immediately. There is a charge to replace your Access Card/Tag. Should your Access Card/Tag be used to enter the Facility by anyone else, you will be responsible for any damage suffered by Temple Fitness.
- Breach of Policy:** Should you breach any of these policies you may be fined \$150.00 and your membership may be cancelled.
- Minimum Age:** The minimum age to have an Access Card/Tag is 16. Members under 16 are not allowed access to the gym outside of staffed hours without a parent/guardian member present with them at all times.
- All minors under 16 years must have a parent/guardian co-sign this agreement.
- Parent Name:** _____

Signature

The undersigned agrees to the terms and conditions of this document.

Signature: _____ Date: _____

Staff Name: _____ Signature: _____ Date: _____

UNSUPERVISED FACILITY Temple Fitness is a 24x7 Fitness Centre is may be accessible during both staffed and un-staffed hours. By accepting this Agreement, you agree that you use the facilities at your own risk and acknowledge that the club may not be supervised or staffed by Temple Fitness personnel at all times. You are required to use all safety features of the gym equipment. You are responsible for putting away all weights and equipment, cleaning & disinfecting equipment after use, following gym safety procedures and un-racking all weight plates when your sets are completed. Video and Photography are not permitted within Temple Fitness without prior written consent from Temple Fitness and consent of the person being recorded.

MEMBER ASSUMPTION OF RISK AND RELEASE You acknowledge that in using Temple Fitness facilities under this Agreement, you risk serious injury from your actions or from another's actions. You agree to release, defend, indemnify, hold harmless and insure, to the fullest extent permitted by law Temple Fitness or its successors or assigns, from any and all damages, losses, expenses or liability, resulting from or arising out of, caused by, attributable to, or in connection with your use of the equipment and or facilities at the gym or any incident that occurs while using the gym facilities or engaging in gym activities, on or off the gym premises or, otherwise related to your gym membership.

RISK WARNING: It is your responsibility to ensure that you correctly operate or use any equipment provided by Temple Fitness. If you are in any doubt as to how to correctly operate any equipment you should consult a trainer before use.

PHYSICAL CONDITION AND MEDICAL ADVICE: You warrant and represent on the date of the contract, and repeat such warranty and representation each time you use Temple Fitness facilities, that you are in good physical condition and have no medical reason, impairment or disability that might prevent you from using Temple Fitness facilities and participating in the privilege. As such, you acknowledge that Temple Fitness, its staff and contractors, did not give you medical advice before you signed this agreement, and cannot give you any after you sign this agreement, relating to your physical condition and ability to use the facilities and participating in the privilege. If you have any health or medical concerns, now or after you sign, we strongly advise that you discuss them with your health professional before using the facility and participating in the privilege.

Infections & Diseases: You must not enter Temple Fitness if you are/have suffering any infections or contagious illness, viruses, disease or other ailment or whilst suffering from any physical ailment such as open cuts, sores or minor infections where there is a risk, however small, to other members and guests. The exclusion period will be for two weeks after symptoms have ceased.

SUSPENSION OF MEMBERSHIP: Membership suspension (pausing) is available for ongoing direct debit memberships and contractual memberships 6 months or longer. All suspensions must be applied for in writing and must be submitted no later than the week prior to the requested period. No suspensions will be granted in arrears. No pro-rata of direct debits will be granted. Any suspension time accumulated during minimum term contracts will not apply toward your minimum term.

RIGHT OF ADMISSION: Temple Fitness reserves the right to refuse entry to any person including members, and Temple Fitness has the right to cancel your membership without warning or notice for any inappropriate behavior so deemed by the club's manager or staff. Including but not limited to damaging club property, intimidating or harassing staff or members, and entering the club while intoxicated or under the influence of drugs.

PAYMENT OF FEES: All ongoing memberships are paid either weekly or fortnightly via Direct Debit or in advance. Where applicable, all merchant fees associated with credit card payments may be recovered from your nominated credit card account. If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you.

MONEY OUTSTANDING/NO ACCOUNT DETAILS: If any amount payable for your membership is not paid on the due date, access to the Club will be suspended until such time as payments are paid in full (**late fees of up to \$15.00 per transaction plus recovery costs may be charged**). Any monies outstanding for other services, i.e. personal training, late fees, may be automatically deducted from your supplied bank account/credit card if not paid at reception. Where no account details are provided or debit authority is withheld, Temple Fitness will suspend your membership until full account details are provided.

MINIMUM TERM, ONGOING MEMBERSHIP, CANCELLATION: Cancellation of this membership agreement prior to the minimum duration stated will incur an early termination fee equal to remaining contractual amount or \$150, whichever is lesser. Following completion of the minimum term stated, your access will be stopped. You will then have the option of resigning, continue with weekly/fortnightly membership or cancelling your membership. Ongoing Membership will continue until you have provided 30 days notice.

Should you wish to terminate your membership, you must do so in writing by email to stop@templefitness.com.au. Before your cancellation will be processed, your written request must be received by Temple Fitness, along with an early termination fee required. You will receive a written response to your cancellation notice. If you do not receive written response, your cancellation has not been received by the Centre Manager. Cancellation strictly requires a minimum of 30 days written notice, during which time any fees due will continue to be debited.

You may elect to transfer your membership agreement to someone else (transfer fees apply). Should you transfer your membership within minimum term the early termination fee will not apply to you and the member receiving the balance of your membership will assume responsibility for your member agreement. Credits and refunds are not given on this membership agreement. See REFUNDS below. Any variations to this agreement may incur a fee.

REFUNDS: All memberships of at least three (3) months duration have a cooling off period of seven (7) days only, from the start date of your membership. A request for termination of membership during the cooling off period must be made by you in writing and delivered to the Centre Manager or sent by email to the attention of the Centre Manager. For any membership terminated validly during the cooling off period, Temple Fitness will refund to you the total of all membership fees paid, less a \$20 Administration Fee and any fees for services provided by appointment (including, but not limited to, personal training, fitness programs or assessment sessions) at the relevant hourly rate for those services. Temple Fitness will refund all monies to you within 28 days of termination. There is no cooling off period on membership renewals and membership transfers.

CHANGE IN MEMBERSHIP FEES: We reserve the right at any time, after your minimum membership term, to increase membership fees charged. Temple Fitness will attempt to give reasonable written notice at least 4 weeks prior to any fee change. Should membership fees increase and reasonable effort made to provide notice, you hereby authorise Temple Fitness to increase any direct debits to your authorised credit card or bank account.

CHANGE OF DETAILS: It is a condition of this membership agreement that you keep Temple Fitness informed of any change of address, email address, phone numbers, bank account or credit card details for payment and any other information relevant to your membership.

PERSONAL TRAINING: Personal training services may be provided at the gym by employees or independent contractors. Temple Fitness is not liable in any way whatsoever for the actions or advice provided to you by any personal trainer in the gym.

CLOTHING & HYGIENE: Temple Fitness requires all members and guests to wear suitable clothing and enclosed sporting footwear when in any of the exercise areas. It is paramount that personal hygiene is considered when visiting Temple Fitness clubs.

OTHER SERVICE AGREEMENTS: Temple Fitness offers personal training and other services at extra cost. These services do not form part of your Member Agreement and will have separate agreements. Any change in this agreement will not change other agreements you have with Temple Fitness.

ENTIRE AGREEMENT AND ENFORCEMENT: Temple Fitness may change details within the agreement at any time, we will provide 4 weeks notice of any change. You acknowledge that neither Temple Fitness or representatives, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Temple Fitness relating to this program, and replaces any oral or other such written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Temple Fitness does not enforce any right of this agreement for any reason Temple Fitness does not waive the right to enforce it later.



DIRECT DEBIT REQUEST

PH: 0402302248
ABN/ACN: 74 635 880 527

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD

Business:	Kinetex Fitness		ABN/ACN: 74 635 880 527	100-809-728
Customer Reference:	<input type="text"/>			
* Surname:	<input type="text"/>	* Given Name:	<input type="text"/>	
* Mobile #:	<input type="text"/>			
* Email:	<input type="text"/>			
* Address:	<input type="text"/>			
* Suburb:	<input type="text"/>	* State:	<input type="text"/>	* Postcode:
	<input type="text"/>		<input type="text"/>	<input type="text"/>

DEBIT ARRANGEMENT | Including details and associated fees/charges detailed below and/or the total amount for the specified period for this and as per any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

I/We authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID 342190, 342191, 428198) ("Ezidebit") to debit payments from my/our account, as specified below, at intervals and amounts as directed by Kinetex Fitness ("The Business") as per the Terms and Conditions of my agreement with the Business and in accordance with this Direct Debit Request and the DDR Service Agreement (Ver 1.11).

Administration Fee(once only) up to:	N/A	Bank Account Transaction Fee:	N/A	Credit Card Transaction Fee:	VISA/Mastercard: N/A AMEX/Diners: N/A	Optional SMS Payment Reminder:	N/A	Failed Payment Fee:	\$0.00
---	-----	--------------------------------------	-----	-------------------------------------	--	---------------------------------------	-----	----------------------------	--------

CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number:

Expiry Date: / M M / Y Y

Name of Cardholder:

By signing this form, I/we authorise Global Payments Australia 1 Pty Ltd, acting as Direct Debit Agent on instruction from the Business, to debit payments from my Credit Card.

Debit from Bank, Building Society or Credit Union Account

Financial Institution:

Branch:

BSB Number: -

Account Number:

Account Holder Name:

I/We authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID No 342190, 342191, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request.

The Authorisation in this Request remains in force in accordance with the terms and conditions of the DDR Service Agreement (Ver 1.11). I/We have read, understand and agree to the same. I/We declare that the information in this Request is true and correct. I/We acknowledge that my/our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com/au/privacy-policy/>

Signature(s) of Account Holder:

Date: / / D D / M M / Y Y



DDR SERVICE AGREEMENT (Ver 1.11)

DDR Service Agreement (Ver 1.11)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

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

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

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

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

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

PO Box 3327
Newstead, QLD 4006
Ph: (07) 3124 5500

Your Health

Regular physical activity is safe for most people. However, if your current health is not exceptional you may want to consider checking with your health care professional before starting your exercise program. To help us understand your current health state and physical fitness, please answer the following questions.

Common sense is your best guide when you answer these questions: (**Check YES or NO**)

YES NO

- 1. Do you have a heart condition?
- 2. Have you ever experienced a stroke?
- 3. Do you currently smoke?
- 4. Do you have diabetes?
- 5. Have you ever been prescribed drugs for blood pressure or a heart condition?
- 6. Do you consider yourself overweight or obese?
- 7. Is your lifestyle inactive?
- 8. Has anyone in your immediate family (Parents, Brothers or Sisters) had a Stroke, Heart Attack or Cardiovascular Disease?
- 9. Do you have epilepsy?
- 10. Do you feel pain in your chest when you do physical activity?
- 11. In the past month have you had chest pain when you were doing physical activity?
- 12. Do you ever lose your balance because of dizziness or lose consciousness?
- 13. Do you have a bone / joint problem that could be made worse by physical activity?
- 14. Have you ever experienced PTSD?
- 15. Do you know of any other reason why you should not do physical activity?
- 16. Are you currently on any medication?
- 17. Women Only: Are you pregnant
- 18. Have you been infected by Coronavirus?

Notes:

If you answered YES to one or more questions, you should talk to your doctor in person or on the phone **BEFORE** you start becoming more physically active. Tell your doctor about the PAR-Q and which question you answered YES to.

If you answered NO honestly to all PAR-Q questions you can be reasonably sure that you can start to become more physically active – begin slowly and build up gradually. This is the safest and easiest way to go.

I have read, understood, and completed this questionnaire. Any questions I had have been answered to my satisfaction.

Signature: _____ Date: _____

Note: If your health changes so that you then answer YES to any of the above questions, please inform Temple Fitness.

On-Going Membership Options

Gold Membership

- ✓ **Unlimited** Group Classes (No Reformer Pilates)
- ✓ **Unlimited** Gym
- ✓ 24x7 Access
- ✓ Fitness Program

\$18.00 Per Week
(\$14 on a 6 Month Commitment)

\$49.00 24x7 Access Tag

1st Responders Membership

- ✓ **Unlimited** Group Classes (No Reformer Pilates)
- ✓ **Unlimited** Gym
- ✓ 24x7 Access
- ✓ Fitness Program

\$14.00 Per Week

\$20.00 24x7 Access Tag

Scholar Membership

- ✓ **Unlimited** Group Classes (No Reformer Pilates)
- ✓ **Unlimited** Gym
- ✓ 24x7 Access
- ✓ Fitness Program

\$14.00 Per Week

\$20.00 24x7 Access Tag

Platinum Membership

- ✓ **Unlimited** Reformer Pilates
- ✓ **Unlimited** Group Classes
- ✓ **Unlimited** Gym
- ✓ One free PT Session per Month
- ✓ 24x7 Access
- ✓ Fitness Program

\$38.00 Per Week

\$20.00 24x7 Access Tag

Fitizens Membership

- ✓ **Unlimited** Classes (No Reformer Pilates)
- ✓ Special Fitizens Classes
- ✓ **Unlimited** Gym
- ✓ 24x7 Access

\$13.00 Per Week

\$10.00 24x7 Access Tag

Rehab Membership

- ✓ 1 on 1 & Supervised Small Group Classes
- ✓ 9-10 AM Mon - Fri

\$10.00 Per Week

*** All memberships require 30 days' notice for cancellation**