



AAPES MEMBERSHIP TERMS & CONDITIONS

1. PARTIES

This agreement is made between Australian Academy of Parkour Exercise and Self Defence Pty Ltd ABN 22 600 136 516 (**AAPES**) and the person whose name appears in the application for membership contract, or if that person is under 18, their signed legal guardian (**Member**).

By completing the application form, you acknowledge that you have received a copy of your Membership Agreement.

2. AAPES POLICIES

You must ensure that you read, understand and abide by the Policies which are notified to you through our signage, facebook member community group, or website (<http://www.aapes.com.au/aapes-policies/>)

3. ENTIRE AGREEMENT

The policies, these Terms and Conditions, and the Application for Membership form the entire agreement between the parties (**Contract**). Any previous documents whether provided by AAPES, its agents or employees is excluded from this agreement.

4. MEMBER APPLICATION

- (a) Membership is subject to the Terms & Conditions of this Contract as amended from time to time.
- (b) Submission of an Application Form is an offer to AAPES to become a Member of the gym subject to these Terms & Conditions. AAPES reserves the right to reject any application for Membership.
- (c) Upon joining AAPES, the Member consents to having their photograph taken by AAPES to confirm their identity upon entry, and consents to having their photograph being taken at any time whilst using the facilities, excluding changing room & bathrooms. AAPES reserves the right to use any such photographs for press or promotional purposes.

5. BILLED FORTNIGHTLY MEMBERSHIPS TYPES

Use of the gym's services and facilities are governed by the membership type listed. AAPES reserves the right to introduce, withdraw and vary categories and prices of Membership.

- (a) STARTER MEMBERSHIP: 1 class/week, 1 open session/week, billed at \$60 per fortnight
- (b) BRONZE MEMBERSHIP: 2 classes/week, 2 open sessions/week, billed at \$80 per fortnight
- (c) SILVER MEMBERSHIP: 3 classes/week, 3 open sessions/week, billed at \$95 per fortnight
- (d) GOLD MEMBERSHIP: 8 classes/week, unlimited open sessions, billed at \$160 per fortnight

Your first payment will be made on the date of membership nominated by you on the Application for Membership form, and subsequent charges will be made fortnightly after this date.

6. HEALTH AND INJURIES

It is your responsibility to seek medical clearance prior to commencing any exercise program.

You further warrant and represent that you will not use AAPES or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts, or sores, or minor infections where there is a risk, however small, to other members and guests.

We reserve the right to refuse entry or terminate memberships based on health reasons for the safety of our members

7. ONGOING AGREEMENT

- (a) This is an ongoing membership agreement.
- (b) The agreement will continue until either you or AAPES terminate it in the way described in this agreement.
- (c) If you terminate the agreement or stop the automatic debit arrangement in a manner not prescribed in the agreement, then you may be liable to the gym for damages for breach of contract.

DURING MEMBERSHIP

8. PAYMENT

- (a) Membership is payable fortnightly in advance. In the event that the Member falls into arrears in respect of any fees payable, all arrears must be settled before the Member can use the Gym.
- (b) Payments must be debited from your bank account or credit card. It is your responsibility to ensure you have sufficient funds in the nominated account when the fortnightly payments are to be debited and if the debit is unsuccessful you will be responsible for any administration fees and or collection fees.
- (c) AAPES reserves the right to levy an administration fee if required to forward the account to a 3rd party collection agency.
- (d) AAPES reserves the right to use the services of a third party billing company to deduct payments.
- (e) AAPES reserves the right to charge a fee of \$14.80 for dishonoured or late payments.
- (f) If membership payments are overdue, AAPES reserves the right to deduct these membership dues from your bank account or credit at any time.

9. INCLUSIONS & MAKE-UP CLASSES

- (a) STARTER MEMBERSHIP includes 1 class per week. You will be charged fortnightly & allocated 2 classes for a 2 week period. These classes have a 12 month expiry so any classes missed (as per AAPES Cancellation Policy) may be made up at any point over the following 12 months)
- (b) BRONZE MEMBERSHIP includes 3 classes per week. You will be charged fortnightly & allocated 6 classes for a 2 week period. These classes have a 12 month expiry so any classes missed (as per AAPES Cancellation Policy) may be made up at any point over the following 12 months).
- (c) SILVER MEMBERSHIP includes 4 classes per week. You will be charged fortnightly & allocated 8 classes for a 2 week period. These classes have a 12 month expiry so any classes missed (as per AAPES Cancellation Policy) may be made up at any point over the following 12 months).
- (d) GOLD MEMBERSHIP includes 6 classes per week. You will be charged fortnightly & allocated 16 classes for a 2 week period. These classes have a 12 month expiry so any classes missed (as per AAPES Cancellation Policy) may be made up at any point over the following 12 months).

- (e) FREE OPEN SESSIONS: Starter, Bronze and Silver memberships include a limited number of free open sessions. Any open sessions attended in addition to those included with the membership are charged at the casual rates
- (f) Membership classes may be used for any class at AAPES.

10. BOOKINGS & SIGNING IN

- (a) Students are not required to book in to classes in advance, however you must sign in upon entry to the class.

11. UPGRADING OR DOWNGRADING YOUR MEMBERSHIP

- (a) Members may upgrade or downgrade their membership at any time, free of charge.

12. PAUSING YOUR MEMBERSHIP

- (a) Members may apply to pause their Membership subject to 7 days written notice, sent by email to classes@aapes.com.au.
- (b) There is no limit to how many times a Member may pause their membership.
- (c) The maximum pause period is four consecutive calendar months.

13. SECURITY

- (a) The gym is under 24-hour camera surveillance. Whether you are training, entering/leaving the building, your activities are recorded. The video is used for security purposes only. The security system does not protect you in or on the building premises. You must use caution entering & leaving the gym. Report suspicious behaviour to reception or to an instructor.
- (b) Vulgar language, verbal or physical abuse, abuse of equipment or any other inappropriate behaviour will not be tolerated and will result in suspension or cancellation of your membership, with cancellation fee.
- (c) You are solely responsible for any damage which you may cause to AAPES, its facilities, services, products or equipment, if such damage is caused by your wilful act and / or negligence. AAPES reserves all rights in relation to any claims for damage by you to any of its facilities, products or equipment.

14. ASSIGNMENT

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

POST MEMBERSHIP

15. CANCELLATION

- (a) All Cancellation requests must be made in writing by email to AAPES (classes@aapes) at least 7 days prior to the cancellation date. Requests via phone, Facebook, text or any other medium are unable to be processed.
- (b) Upon cancellation, all unused classes will be forfeited.

16. TERMINATION OF MEMBERSHIP BY AAPES

The gym may terminate a Membership without notice and with immediate effect if:

- (a) the Member breaks these Terms & Conditions or the Gym Policies, either repeatedly or one serious breach.
- (b) Any fees remain unpaid after repeated requests for payment by gym.
- (c) The gym is of the opinion that the Member is not suitable for continued Membership.
- (d) The Member puts the health, safety or well-being of staff or Members at risk.

All decisions made by AAPES under this clause 16 are final and binding.

17. YOUR PERSONAL INFORMATION

Members are responsible for advising the gym of changes to their personal information. AAPES will send primary communication via SMS and/or email. It is the member's responsibility to ensure these details are current and up to date. Any notice sent by the gym in accordance with this clause will be deemed received by the Member.

18. LIMITATION OF LIABILITY

AAPES will not be held liable for any loss, damage or theft of property belonging to or brought onto the premises by a Member or Guest. AAPES will not be held liable for any death, personal injury or illness occurring on the premises or as a result of use of AAPES facilities, unless such event is due to the gym being negligent.

19. CHANGES TO TERMS & CONDITIONS

AAPES may amend these Terms & Conditions at any time, and will display when changes are made on the AAPES website. Any changes will be effective immediately.

20. THE TERMS OF YOUR CONTRACT

- (a) A signed Application Form, the Terms & Conditions, and the Gym Policies make up the binding Contract of Membership with AAPES. Members are advised to read the Terms & Conditions and AAPES Policies in full before signing the Application Form.
- (b) The failure of AAPES to enforce any of their rights at any time for any period shall not be construed as a waiver of these rights. Any failure to identify or act upon a breach of the Terms & Conditions or Gym Policies shall not be deemed to be an affirmation by the gym that the behaviour of the Member or Guest is acceptable.
- (c) Except where permitted by this Contract, neither the gym nor the Member may alter the terms of this Contract without the express agreement of the other.
- (d) Australian Consumer Law, Exclusions and limitations – you have certain rights under the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law in connection with goods and services that we supply to you. The only conditions, warranties or guarantees which are binding on us in respect of the services or any goods or advice supplied by us, our employees, servants or agents to you are those imposed or required to be binding by the statute (including the *Competition and Consumer Act 2010* (Cth)) and those (if any) expressly set out in this agreement. To the extent permitted by law, all other conditions, warranties and guarantees are expressly excluded.