

THIS AGREEMENT is made on the date the parties signed this document.

PARTIES

1. The parties to this Agreement are:
 - a. Runyaway Fitness Pty Ltd (“the Gym”); and
 - b. The party named on the previous document and assigned below (“the Member”)

TERMS & CONDITIONS

2. The Membership shall be for the period agreed to by the parties to this Agreement.
3. Where the Member is a Minor, the Membership Agreement must be signed by the minor and the parent/guardian, who warrants and agrees by signing that he/she is authorised to enter into this Membership Agreement on behalf of the minor and remains responsible for the full performance by the minor of all terms and conditions set out in it.
4. The Gym owner shall provide the Member with use of the facilities and services during the term of this Agreement. The Gym owner shall at its own discretion provide the Member with any future service that the Gym may subsequently introduce after the date of this Agreement.
5. The Member shall not hold liable the Gym, in respect to any event whatsoever that may or does result in any injury or damages of personal property, or loss caused to the Member or any other person in the care and control of the Member during their use of the services of the Gym.
6. The price payable by the Member shall be as stated on the proceeding documents.
7. Members have a 3-day cooling off period from the date of signing this Agreement in which they may cancel their Membership and receive a refund of any payments made less the administration fee. Intentions to cancel during the cooling off period must be given by way of written notice as soon as possible within the first 3 days.
8. The Member agrees to pay any amount payable under this Agreement within 3 days of the due date expressed. Failure to pay monies due shall permit the Gym and/or Billing Agent to recover the following costs:
 - a. a late fee as liquidated damages for loss suffered by the owners as a direct result of the late payment
 - b. any further costs incurred by the owner and representatives in the effort to enforce the Agreement, which may include debt collection agent fees, legal fees and any additional interest on the default
9. Should the Member fail to pay the amount due within 28 calendar days of the due date the Gym owner may consider the membership as being terminated. Upon such termination of the Agreement all amounts shall become immediately due and payable without the need of a written notice of demand.
10. The Member will not be required to make any further payments under this Agreement should the Gym cease its business activities and thus are unable to provide the services and facilities outlined in this Agreement.
11. The Member shall not be entitled to any compensation for failure to utilise the services of the Gym.

SPECIAL TERMS & CONDITIONS

12. TOWELS: At all times Members are required to use a clean towel while using the Gym equipment (including mats).
13. FOOTWEAR: Appropriate enclosed sporting footwear must be worn at all times while using the Gym’s exercise equipment. The Gym strictly prohibits the wearing of open toe shoes and work boots while in the exercise areas.
14. CHILDMINIDING SERVICES: The Gym offers Childminding as a complimentary service to its Members. However this service will strictly be provided based on the Gym’s terms and conditions. These terms and conditions will be highlighted to the parents prior to signing their child into the minding room. The Gym may refuse to offer this service in the event that a Member fails to abide by these terms and conditions.
15. DAMAGE TO EQUIPMENT: In the event a member or their guest wilfully or negligently causes damage to the Gym’s facilities, the Member will be deemed liable for its repair.
16. THREE STRIKES & YOUR OUT: All Members are required to abide by the Gym’s rules and to behave appropriately whilst within the Gym and it’s surrounding areas. In the event a Member behaves inappropriately, threatens, harasses or is perceived to be a risk to any other Member, guest or Employee of the Gym, the Member shall be given a warning and asked to leave the premises. Should a Member accumulate 3 warnings their Membership shall be cancelled and the Member will be refused entry into the Gym from that day forward. In the event a Member deliberately assaults or causes harm to another Member, guest or Employee, their Membership will be revoked immediately.
17. MEMBERSHIP SUSPENSION: Members have the option to defer/suspend their membership for periods not less than a fortnight, and no longer than 10 fortnights in total over the term of the Membership. Extended deferment may be granted for viable medical reasons.
18. TRANSFER OF MEMBERSHIP: In the event a Member no longer wishes to continue their Membership, that Member has the option to transfer the Membership to another person. Membership transfers will incur a \$50 charge.
19. CANCELLATION: Memberships may be cancelled prior to their expiry date provided the Member provides 4 weeks written notice and pays a \$150 cancellation fee.
20. If any clause or part of this Agreement becomes void or unenforceable, that part is or will be severed from the Agreement so that all parts that are not or do not become void or unenforceable will remain in full force and in effect and unaffected by that severance.
21. The Agreement contains the entire understanding of the parties in respect to the Membership offered by Runyaway Fitness Pty Ltd and supersedes all prior written or verbal communication Agreement undertaken or representations in respect thereof.

Signed by: _____
Name Signature Date

Parent/Guardian: _____
Name Signature Date

Witnessed by: _____
Name Signature Date