

TERMS AND CONDITIONS

Agreement between Evolve Fitness & Wellbeing Pty Ltd ABN 50 610 628 647 (**Evolve**) and the Member (**You**)

Membership

1. This agreement commences on the date on which Evolve approves the Member's application for membership (**Commencement Date**) or on the nominated starting date, whichever is the latter.
2. This agreement continues until:
 - a. cancelled by the Member or Evolve in accordance with this agreement; or
 - b. if the selected membership plan specifies a duration (**Membership Term**), the expiry of that term after the Commencement Date.
3. At the expiry of the Membership Term or cancellation of this agreement the Member will forfeit all membership benefits including rights of access, until or unless the Member renews for a further Membership Term.
4. Membership fees are payable monthly in advance due on the anniversary of the Commencement Date.
5. All membership fees and other amounts published by Evolve include GST unless otherwise specified.
6. Membership fees or other monies owing can be paid by direct debit, direct deposit into our nominated bank account, or cash, credit or debit card in-store.
7. A late or declined payment may result in an additional charge and an immediate suspension of membership. While suspended the Member is not entitled to membership benefits and the Membership Term is not extended after outstanding monies are paid.
8. Persons who do not have an active and current membership are only permitted to participate in group classes or access the Functional Studio upon payment of the relevant fee.
9. Personal training sessions may be booked with Evolve staff as individual sessions. In the event a nominated or preferred trainer is unavailable, Evolve can at its discretion substitute another trainer to undertake the personal training session.
10. The Member is responsible for their access device. Replacement devices will incur a fee.
11. Access devices remain the property of Evolve at all times and must be returned upon completion, cancellation or termination of membership, or otherwise at Evolve's request.
12. If the Member provides access to Evolve's facilities to a non-member, Evolve may terminate this agreement effective immediately and all monies paid will be forfeited.
13. Membership is generally not available to children under the age of 14 years. Membership for children between 14 and 18 years of age requires parent or guardian consent.
14. Evolve will use reasonable endeavours to provide to you the services entitled under the membership, according to the timetable determined from time to time by Evolve at its sole discretion. You acknowledge that this timetable is subject to change and availability of services may vary.

Dress and Conduct

1. You agree to learn and abide by all rules and policies set by Evolve from time to time and agree to abide by any reasonable request or direction made by Evolve staff or trainers.
2. You must dress appropriately. This includes the wearing of a shirt and the use of a towel. No bare feet open toed shoes, sandals or thongs are allowed in the Functional Studio area at any time. For group fitness classes, footwear should be appropriate for the relevant class.
3. You should arrive at least five (5) minutes prior to the commencement of all classes. Evolve reserves the right to refuse participation in a class for late attendance.
4. Evolve will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behaviour. Evolve may, at its discretion, request Members and/or their guests to leave the premises.
5. Evolve, in addition to its common law rights and remedies, also reserves the right to terminate the membership of any Member engaging in unacceptable behaviour.
6. The Member is liable for damages to Evolve property that results from the willful or negligent conduct of the Member, the Member's guest or dependent children.

Lost Articles and Damage to Member's Property

7. Evolve is not responsible for lost or stolen articles or damage to articles. All articles are stored at Member's risk and Evolve discourages Members from bringing valuable articles to the gym.

Consent and release for use of Photographic and Video Images

8. The Member unless specifically requesting not to do so in writing, authorises Evolve, its directors, employees, contractors or agents, from time to time, without further notice or permission and without payment of any kind to photograph, videotape, and audiotape them for advertising, promotional or instructional purposes.

Cooling off period

9. You may cancel your agreement within 10 days of the Commencement Date without penalty. Membership fees will be refunded on a pro-rata basis; i.e. you will be refunded the amount you paid less the fees applicable to the cooling off period.

Cancellation / Termination

10. You may request to cancel your membership agreement at any other time by telephone, email to hello@evolvedeni.com.au, in writing to 32 Hardinge Street Deniliquin, or in person:
 - a. If cancelling for medical reasons, with no minimum notice;
 - b. Otherwise by giving not less than 14 days' notice.
11. Evolve will confirm your request in writing. Please keep a copy of your request.
12. If cancelling for medical reasons, Evolve may at its discretion require a certificate from a medical practitioner certifying that you cannot exercise for the remainder of the Membership Term. No further fees will be payable, and the balance of any up-front payment will be refunded.
13. If cancelling for other reasons, except in the case of "no lock-in contract" agreements, all remaining membership fees for the Membership Term become due and payable, less five (5) percent.
14. You are responsible to cancel any scheduled bank transfers or direct deposits with your financial institution.
15. All fees owed must be paid at the time of cancellation. Evolve may take action to recover these fees if overdue.
16. Evolve may terminate this agreement at any time:
 - a. immediately, for unacceptable behaviour as described in this agreement; or
 - b. on giving of 14 days notice if the Member or Evolve is subject to insolvency or bankruptcy proceedings; and in such circumstances the Member will not be entitled to refund of any monies paid.

Transferring your membership to another person

17. You may transfer your membership to another person (transferee) during your Membership Term provided that the transferee:
 - a. is not a current member and has not been a member in the last 3 months;
 - b. completes the new membership sign-up process and pays a transfer fee;
 - c. is eligible to take up your membership (for instance, you cannot transfer a corporate or concession membership to someone who would not qualify for that membership); and
 - d. has not previously been suspended or banned by Evolve, failed to pay membership fees on time, or had a membership terminated.
18. The transfer is effective only after the transferee has completed the sign-up process.
19. The transferee's Membership Term will be equal to the remaining amount of your Membership Term.

Other legal matters

20. If Evolve does not enforce its rights at any time, it does not mean Evolve has waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we will use all reasonable endeavours to correct it as soon as practicable.
21. Evolve reserves the right to vary membership fees and schedules at any time. Variations will be published on Evolve's website www.evolvedeni.com.au and will take effect:
 - a. For members on "no lock-in contract" memberships; from the next billing period.
 - b. For other members; from the next membership period.
 - c. For variations due to changes in GST law, from the next billing period notwithstanding the membership type.
22. Evolve may also vary the terms of this agreement at any time by publishing the variation on Evolve's website www.evolvedeni.com.au, at which time the variations will take effect.
23. The law of New South Wales governs this agreement.
24. Evolve and the Member submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

Definitions

"we", "us", "our" mean Evolve Fitness & Wellbeing Pty Ltd ABN 50 610 628 647

"you", "your" mean the Member who has signed a membership application form