

# Dohertys Gym Membership Terms and Conditions

Welcome to Dohertys Gym. To ensure that we are able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this Agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy. These Terms and Conditions apply to all Melbourne-based Gyms.

## 1. Introduction

By signing the Agreement you acknowledge and agree:

- You have been given a copy of this Agreement and agree to abide by your obligations in it;
- You are medically sound to undertake a normal course of exercise, you use the Gym facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities offered by Dohertys Gym may pose a risk to your health; and
- This Agreement also relates to your authority to any Third Party Payment Provider nominated by Dohertys Gym from time to time to direct debit your nominated bank account or credit card for any instalments or fees due under the terms of that the nominated Third Party Payment Provider's Direct Debit Request and Service Agreement provided to you. As a member, you can use our Gym in line with these terms and conditions, including the Gym code.

## 2. Definitions

- **Dohertys Gym, We, Us, Our:** Dohertys Gym Pty LTD.
- **You, Your, Member:** You, Your, Member refers to the name in which the membership has been created, which at times may differ to the party paying for the membership, and includes the parent or guardian of the Member if the Member is under 18 years.
- **Gym:** Refers to any Melbourne-based Dohertys Gym and the Gym which you signed up at.
- **Home Gym, The Gym:** The Dohertys Gym Gym where you joined. Your Home Gym is named on your Agreement.
- **Agreement:** This is the Agreement between Dohertys Gym and you, under which you will become a member of Dohertys Gym.
- **Minimum Term:** The term specified in the Agreement form.
- **Code:** Code for operating equipment, opening hours and behaviour in the Gym, specified in these terms and conditions, and in Gym signs and handouts.
- **Third Party Payment Provider:** "Third Party Payment Provider" means the third party payment provider nominated by Dohertys Gym, which at this time is ClubFit.
- **Website:** "Website" means the Dohertys Gym Website at [www.dohertysgym.com](http://www.dohertysgym.com) or such other website as notified to Members from time to time.
- **Supply Period:** The supply period for a periodic or fixed term agreement is the Minimum Term and is a minimum of two weeks.
- **Direct Debit Membership:** The membership is for the supply of the prescribed goods and services on an ongoing basis and will continue until terminated by you or Dohertys Gym.
- **Upfront Membership:** The membership is a Fixed Term Agreement paid for in totality upon commencement of the Agreement.

### 3. Memberships Available

This section constitutes an Agreement summary for understanding our membership options. Memberships include access to all Dohertys Gyms

Membership Type	Cost	Other Terms
<b>Direct Debit Weekly</b>	\$20 per week	Minimum term 4 weeks. Payments start 1 business day after signing up.  30 day cancellation notice is required. Membership must continue to be paid during the cancellation period. You may continue to use the gym during the cancellation period.  You may suspend your membership for a maximum of 3 months at a rate of \$2.50 per week.
<b>Direct Debit Monthly</b>	\$85 per week	Minimum term 1. Payments start 1 business day after signing up.  30 day cancellation notice is required. Membership must continue to be paid during the cancellation period. You may continue to use the gym during the cancellation period.  You may suspend your membership for a maximum of 3 months at a rate of \$2.50 per week.
<b>1 Month Upfront</b>	\$99	One-off payment. Membership does not automatically renew.
<b>3 Months Upfront (under 18)</b>	\$150	One-off payment. Membership does not automatically renew.
<b>3 Months Upfront</b>	\$295	One-off payment. Membership does not automatically renew.
<b>6 Months Upfront</b>	\$495	One-off payment. Membership does not automatically renew.
<b>12 Months Upfront</b>	\$895	One-off payment. Membership does not automatically renew. You may suspend your membership for a maximum of 3 months.

### 4. Queries

- All queries and comments about the services provided under this Agreement should be directed to the Home Gym via the contact details listed on our website.

### 5. Gym Access

- All members must scan their membership card upon entry to the Gym at every visit. If you attend the Gym without your access card or photo ID we may refuse your entry. If you leave your card behind please talk to our staff so they can sign you in manually.

- You cannot lend your card or allow anyone else to use your membership card. Lending your membership card to someone else may result in cancellation of your membership.
- If you lose your membership card or key tag, a replacement can be purchased from Reception upon providing proof of identification. Replacement cards cost \$5.
- You must have a towel to train at our Gym.

## **6. General Conditions of Entry & Gym Code**

To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

### **ENTRY**

Entry will be refused or you may be requested to leave the Gym if:

- You are using abusive or threatening language or behaving in a threatening way
- You are under the influence of drugs or alcohol
- You instruct other members when Dohertys Gym has not authorised you to do so
- You behave in another way that is considered by Dohertys Gym to be risky or seriously inappropriate.

### **NON-SMOKING**

Our Gyms are non-smoking facilities. The smoking of cigarettes or electronic cigarettes (e-cigarettes or vapes) is strictly prohibited.

### **SUITABLE CLOTHES**

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas.

### **TOWELS**

You are required to bring and use a clean towel in all areas of the Gym. If you do not have one, towels can be purchased at the front counter of the Gym. Our staff will not allow you to train without an appropriate towel.

### **CAMERA USE**

You must not use cameras in our Gyms without our permission. Taking photos or videos of other members without their consent is a breach of our terms and conditions. If you wish to use the space for professional photography or videography purposes, please fill out the form for a Media Application at <https://dohertysgym.com/shoot>

### **TRIPODS**

You may use your mobile phone in the gym however the setting up of tripods for cameras or phones is strictly prohibited unless arranged appropriately via a Media Application. If you use use

your phone for photos or videos of yourself or the equipment please do so discretely and ensure that no-one else is captured in your content without their consent.

## **PARKING**

You park in the Gym's car park or on the Gym premises at your own risk. To the extent permitted by law, we are not liable for any loss or damage to your vehicle or its contents.

## **PERSONAL TRAINING**

Personal training services are available in Gyms for an additional fee. Please contact your Gym for more information or see the personal training section of our website: <https://dohertysgym.com/pt/>

Personal trainers conduct their business independently and pay a fee to the Gym to use the space. Conducting personal training within a Dohertys Gym without being an approved personal trainer may result in the cancellation of your membership.

## **PUT YOUR WEIGHTS AWAY**

Please return any weights and equipment used to its proper location when you have finished with it. If you are unsure where something should go please ask our staff.

## **RESPECT FOR THE GYM AND OTHER MEMBERS**

The gym is a sacred space and a sanctuary for our members. Please treat the space as such, and be kind, considerate and respectful towards other members. We are all equals in the gym.

## **7. Use of Equipment**

You are required to return equipment to its original state when you have finished, including:

- Return weights and bars to their rack.
- Unload plates from machines and bars.
- For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- If you are not sure of correct use or operation of equipment please seek assistance from our staff.
- There is to be no sparring in the boxing ring without a trainer present.

As a courtesy to other members, please use a clean towel when using equipment and keep phone calls to a minimum.

## **8. Valuables & Lost Property**

- To the extent permitted by law, Gym employees or contractors are not responsible for any loss of, or damage to, personal property from the Gym. We also recommend that you keep all valuables with you while using the Gym.

- The Gym is unable to look after your personal possessions (keys and wallets for example) whilst you are in the Gym.
- Large bags are not permitted on the gym floor for safety reasons. Please leave any large items on the shelving provided.
- Any items found in the gym that have been handed into Reception will be held for two weeks and then donated to charity.

## **9. Membership Fee Increase**

Dohertys Gym has a right to increase membership rates at any time. This happens very rarely and in the case of a membership fee increase, all members will be given adequate notice.

## **10. Membership Entitlements**

Membership at Dohertys Gym Gyms entitles you to:

- Unlimited access to any Dohertys Gym within open hours (or 24/7 at our Brunswick Gym)
- Use exercise equipment located on the gym floor and cardiovascular training areas.
- Use of change rooms and showering facilities
- Dohertys Gym reserves the right to make changes to exercise equipment supplied in any of its Gyms at any time. This will only ever happen to improve our gym.

## **11. Fitness Passport**

We accept Fitness Passport Memberships. Please refer to all the relevant terms and conditions regarding Fitness Passport as they operate independently from us.

## **12. Children**

Minors between the ages of 14 to 17 years may be eligible for a membership subject to the following age policy and the following general terms and conditions:

- The minor must comply with all safety requirements of the Gym as communicated to the member from time to time;
- The minor's membership may be cancelled for any inappropriate behaviour, misuse of equipment or failure to comply with safety requirements;
- The minor must comply with the applicable sections of the age policy;
- All minors must leave the Gym immediately once staffed hours have ended; and
- All minors can only access the Gym during staffed hours, subject to the qualifications and exclusions listed in the age policy.

### **AGE POLICY**

#### **14 years**

- Membership is permitted with the consent and signature of the minor's parent/legal guardian.

- Access is only permitted during staffed hours and minors must be directly accompanied by a parent, legal guardian or suitably qualified personal trainer or other accepted exercise professional.
- Members in this age group are not eligible to redeem Trial or Casual Passes or any similar promotions.

### **15, 16 and 17 years**

- Membership is permitted with the consent and signature of the minor's parent or legal guardian. Minor can access the Gym independently with this consent.
- Members in this age group are eligible to redeem trial guest passes or guest visits, only if parent or legal guardian attends the Gym on first visit and signs as guarantor on waiver.
- Permitted usage is as follows (able to undertake independently):
- Standard adult membership terms and conditions apply.

## **13. Legal Responsibility**

### **MEETING YOUR RESPONSIBILITIES**

- Your responsibilities, including payment of membership fees, do not depend on how often you use a Gym.
- You must tell us about anything that affects your membership, and any changes to your contact information and bank details.
- You must inform us in advance and in writing if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.

### **PROMISING TO TAKE CARE**

You promise to:

- Make sure that you know how to exercise safely, by asking if necessary;
- Use your best endeavours to exercise safely; and
- Not take valuables into the Gym

### **DAMAGE & PERSONAL INJURY**

To the extent permitted by law, Dohertys Gym excludes any liability to the member in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the member and/or any other person, or for any costs, charges or expenses incurred by the member, arising from or in connection with this Agreement and/or the services/products provided by Dohertys Gym and/or any act or omission of Dohertys Gym.

### **OUTSIDE PROVIDERS**

Personal Trainers operate independently from Dohertys Gym and are considered to be an Outside Provider. Please be aware of any terms and conditions applicable to a Personal Trainer if you decide to engage in their services.

### **Claiming against Outside Providers**

- Any service provided by an Outside Provider is a contract between the Outside Provider and you and we to the extent permissible by law, we do not accept any responsibility for a breach of contract or negligence.
- If you make a claim because of something an Outside Provider has or has not done, your claim should be brought against the Outside Provider, not us, whether you have paid them or not. To the extent permissible by law you release us from any claim resulting from an act or omission by an Outside Provider.

### **Asking for our help**

- Wherever we can, we will help you to resolve issues with Outside Providers. We will also make sure that personal trainers in our Gyms have up-to-date qualifications and insurance. We only allow personal trainers from the Gym franchise to work in our Gyms.

## **14. Special Conditions**

If there are special conditions or benefits relating to your membership type, these will be either attached to your Agreement and/or displayed on the website and form part of your Agreement.

## **15. Renewing Upfront Membership**

This term applies only to Upfront Memberships. When your Upfront Membership is due to end you can renew your Upfront Membership at the current membership rate as advertised by Dohertys Gym at the time of your membership renewal. By renewing your Upfront Membership, you agree to the membership terms that apply at that time. Upfront memberships are non-refundable.

## **16. Overdue Fees & Membership Cancellation**

Direct Debit Memberships will incur a \$10 fee for each unsuccessful payment that doesn't go through. After 3 failed attempts, your membership will be cancelled until both the fees and outstanding membership amounts are paid. Outstanding payments can be paid at the gym, or via the link sent to your email and/or phone.

## **18. Cancellation / Termination**

### **PERMANENT SICKNESS OR PHYSICAL INCAPACITY**

You may terminate your Agreement before the expiry of the Minimum Term if you are sick or incapacitated and time freeze is not a suitable option for your circumstances. You must show us a current certificate from a qualified medical practitioner stating that you cannot utilise any fitness services or facilities foreseeably because of your permanent illness or physical incapacity.

## **BANKRUPTCY**

You may terminate your Agreement before the expiry of the Minimum Term (payment amount) if you are bankrupt and a time freeze is not a suitable option with regard to your financial circumstances. To terminate your Agreement for this reason, you must provide Dohertys Gym with evidence of a Notification of Bankruptcy from the Australian Financial Security Authority (AFSA), confirming your bankruptcy.

## **CANCELLATIONS AFTER COMPLETION OF MINIMUM TERM**

There will be a period of notice of 30 days from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full.

The notice period will exclude freeze or payment break time applied to your membership.

- Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Dohertys Gym.
- You shall not consider that your Agreement has been terminated until such time as this is confirmed in writing to you by Dohertys Gym.

## **DIRECT DEBIT MEMBERSHIP AGREEMENTS**

If your contract is designated as a Direct Debit Membership you acknowledge that unless you provide notice of termination of your membership prior to the end of the minimum period, your membership fees will continue to be deducted until you give us 30 days notice of your intent to end your membership.

## **CONFIRMING YOUR REQUEST TO CANCEL**

Please speak to the gym staff in person or over the phone, or use the online log in or app to cancel your membership. Membership cancellations via email, SMS or social media will not be accepted as our staff will not be able to immediately action your request.

Upon cancelling, please check your email for a cancellation request form. This will confirm that the process has been initiated correctly and outlines the time left on your membership as well as the remaining payments you are required to make.

Please note that all memberships are non-refundable and not eligible to be exchanged to another member unless special arrangements have been made with the Gym.

## **TERMINATION BY THE GYM**

The Gym reserves the right to terminate this Agreement in any of the following circumstances:

- You fail to abide by any of the criteria listed in the conditions of entry (posted in your Gym) after being notified of any failure;
- You fail to abide by the obligations listed in this Agreement and the breach/non-compliance is incapable of remedy or you fail to remedy the breach/ non-compliance within 14 days of being notified by Dohertys Gym or you continue to breach this Agreement;
- If we reasonably believe that you have engaged in conduct that infringes on the health, safety or wellbeing of any other members or staff;
- The temporary or permanent closure of the Gym where a suitable replacement Gym is not available for the membership to transfer; or



- To protect the health and safety of you or other members.

In the event of a termination under this provision and where appropriate, Dohertys Gym may refund to you a proportion of fees paid under any Upfront Membership representing the unused portion of the Agreement less any applicable cancellation fees.

## **19. Membership Suspension**

Direct Debit Memberships are eligible to suspend their membership for a maximum of 3 months, at a rate of \$2.50 per week. This is a useful option if you plan to go away or require a medical procedure and will not be accessing the gym for a period of time. If your membership is suspended, you will not be able to access the gym. Please contact your Gym directly to suspend or reinstate your membership.

Suspending a Direct Debit membership temporarily pauses your regular payments besides the \$2.50 per week suspension fee. Membership suspensions are unavailable during a cancellation period and do not count towards the minimum term of a membership.

Upfront 12 Month Memberships may also suspend their membership for a maximum of 3 months.

## **20. CCTV**

- You acknowledge and understand that CCTV will be installed in appropriate areas within each Gym and surrounds as a strategic component for team member, member and contractor safety and crime and misconduct prevention.
- By entering our Gym, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with our Privacy Policy.

## **21. Staying Up To Date With Your Terms**

We may sometimes change our terms and conditions. This includes changing a Gym's opening hours, its services and facilities and membership fees. Any relevant changes will be communicated with all members. Please keep up to date by checking <https://dohertysgym.com/termsandconditions> regularly.

## **22. Privacy Policy**

Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the Dohertys Gym in accordance with the provision of their Privacy Statements. The Dohertys Gym Privacy Statement can be obtained from its website.

Dohertys Gym will use the contact details you have provided above to contact you about your membership. Dohertys Gym, related companies and companies we engage to perform services on our behalf.

Dohertys Gym will not provide your personal information or contact details to unrelated third parties. Depending on your preferences, you may be contacted in the following ways: mobile, email and/or SMS.

## **23. Membership Agreement**

This is a copy of the membership agreement you will sign when you join any membership at Dohertys Gym.

I acknowledge that any payment instalments allowed by management must be paid in full as and when due, even if I fail to attend Doherty's Gym Pty Ltd and take part in the services offered. Release and Indemnity to Doherty's Gym Pty Ltd:

In consideration of being permitted to enter the Gym and, where applicable, the acceptance of my membership payment:

- I enter the Gym at my own risk.
- I participate in the activities at my sole risk and responsibility.
- I release, indemnify and hold harmless Doherty's Gym Pty Ltd, its servants, staff and agents from and against all and any actions or claims which may be made by me or by other parties acting on my behalf, for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.
- I release, indemnify and hold harmless Doherty's Gym Pty Ltd, its servants, staff and agents from and against all and any actions or claims which may be made against me arising out of any injury, loss, damage or death to or of another patron of the Gym which is allegedly caused by me whether by negligence, breach of contract or in any way whatsoever.
- I also agree that in the event that I am injured or my property is lost, damaged or stolen I will bring no claim, legal or otherwise against Doherty's Gym Pty Ltd, its servants, staff and agents, in respect of that injury, loss or damage.
- Before signing this document I confirm that I have read and fully understand it and know how it affects my legal rights.
- This release and indemnity is a continuing release and indemnity and shall apply to and be effective in respect of any future membership and/or attendance by me at the Gym.
- I have read the whole document and fully understand it.
- I hereby agree that I have informed Dohertys Gym of my following medical conditions (if any) and hold no claim against Dohertys Gym in the event of injury or death.

For Parents or Guardians signing on behalf of a minor under the age of 18:

- I consent to the person named in this Membership Enrolment Agreement participating in any activity and I am aware of the risks, dangers and obligations set out above in this Release and Indemnity.
- In consideration of the person named in this Membership Enrolment Agreement being permitted to enter the Gym I agree to release and indemnify Doherty's Gym Pty Ltd, its servants, staff and agents in the same manner and to the same effect and extent as if I were the person first named in this Membership Enrolment Agreement and the person participating in any of the activities.