



MoveWell Health and Fitness
Argyle Reserve Poath Rd
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ABN: 94 738 180 528

FIRST NAME: _____ SURNAME: _____ D.O.B: ____/____/____

ADDRESS: _____ SUBURB: _____ POSTCODE: _____

TEL (Home): _____ Mobile: _____

EMAIL: _____

I wish to participate in the following MoveWell Health & Fitness membership package billed monthly:

Beta: 2 sessions p/w \$172 monthly [] Pi: 3 sessions p/w \$200 monthly []

Pi+: unlimited sessions p/w \$215 monthly [] Platinum: Pi+ (including meal plans) \$245 monthly []

Alternatively, paid term membership (paid in advance): [] 3 months [] 6 months

Account: BSB: 084 004 Account: 46 686 0504

Proposed sessions (please write your planned sessions here)

[Empty box for proposed sessions]

Privacy Policy

MoveWell Health and Fitness is legally bound by the Australian Privacy Principles set out in the Privacy Act 1988 (Cth) as amended. We are committed to respecting the privacy of individuals through ensuring the transparency and security of personal information we collect and hold about them.

You consent to us using your personal information for sending you information, including promotional material, about us or our products and services, as well as the products and services of our related entities and third parties, now and in the future.

We take all reasonable steps to ensure that any personal information we collect and use is accurate, complete and up-to-date. To assist us in this, you need to provide true, accurate, current and complete information about yourself as requested, and properly update the information provided to us to keep it true, accurate, current and complete.

By signing below, I agree to MoveWell Health and Fitness charging me the membership fee based on the choices indicated above. I acknowledge fees will be charged on or as close to the joining date of each calendar month for a minimum term of 2 full months, until official notice of membership cancellation has been received as per T & C's.

Signed: _____ Date: ____/____/____ Membership Contract Start Date: ____/____/____

Payment Method (Please tick box)

Direct Debit: credit card or debit card

Card type. VISA [] Mastercard [] AMEX []

Card Holder's Name: (Please print) _____ Card Expiry Date: ____/____/____

Card Number. _____ CVC Number: _____

Terms and Conditions of Membership Contract. Please read.

- a) A membership contract between you and MoveWell will arise when we receive your signed acceptance of your Member Commitment Form.
- b) The membership contract will be governed by these membership terms and the MoveWell rules as may prevail from time to time during the period of your membership.
- c) The membership contract will supersede any prior document, discussion or anything else that happens (or does not happen) prior to the formation of your membership contract concerning your membership with MoveWell.
- d) From time to time we may change the membership terms, the MoveWell attendance rules or any one or more of the training programs. When this occurs, we will notify you of any changes via email.

Direct debit Fees

- a) A direct debit fee is an automatic monthly deduction from a credit or debit card (Visa, Mastercard, AMEX).
- b) The debit charge will take place between the 1st and 4th day of each month. A pro rata payment will occur for the first period and then on the 1st of the month thereafter.
- c) **The minimum term for credit card fees is two (2) full credit card monthly payments.** Any pro rata payment or suspensions do not qualify as a full credit card payment

Training Fees

- a) All training fees payable are set out in the MoveWell Membership form.
- b) We will be permitted to change your training fees and we may increase fees on one occasion in any given calendar year, usually July 1st. We will notify you in writing via email of any change to your membership fees and provide at least 30 days' notice.

Payment

- a) Where membership fees are paid by direct debit, we do not pass on part or all of the merchant fee charged for the transaction by deducting those fees from your credit card account.
- b) You are responsible for:
 - i. Making sure your credit or debit card account has sufficient credit / funds to allow for the payment of your membership fee on each payment date.
 - ii. Telling us in advance if you are transferring or closing your credit card account,
 - iii. Telling us in advance of any changes to your credit card.
- c) If your credit or debit card fails, you are liable for all resulting fees and charges.
- d) You will be notified well in advance of the expiry date of your term fees.
- e) Training fees are payable on the day you sign the Membership Form.
- f) A receipt for any payments you make is available to you upon request.
- g) You shall not be entitled to withhold payment of any amount due on account of any claim against MoveWell whether admitted or disputed.
- h) In the event that you fail to pay for the services of any instalment or instalments at the times they are due then MoveWell will give you a reasonable opportunity to rectify the default. If, after being given a reasonable opportunity to rectify the default, you fail to or refuse to rectify the default then MoveWell may, in addition to any other rights or remedies which it may have under these Terms and Conditions, be entitled in its absolute discretion to cancel this contract or treat this contract as having been repudiated by you.

Timetable of Sessions

- a) You must book into the sessions you wish to attend.
- b) Booked sessions can be changed with adequate prior notice of at least 2 hours prior to session start.
- c) If MoveWell cannot offer a session due to weather or other reasons, please read the missed session policy. MoveWell may offer a make-up session, which is a training session that is added to the timetable for members to make-up a session that was forced to be cancelled.

Missed Session Policy

- a) The missed session policy applies in the event that you need to miss a session/s at short notice.
- b) If you cannot make a session/s you are booked in to, you, or a person acting on your behalf, must inform your Trainer no later than the start time of the session/s you will miss.
- c) You may make up the missed session at another session time on the timetable by booking via the PT Mate APP.
- d) A missed session needs to be taken by the end of the next calendar month in which you missed the session. Example: Sessions missed in March must be made up by the end of April.
- e) If the sessions are not made up by the end of the next calendar month then those sessions are forfeited.
- f) For term memberships, any missed sessions in the last month of a 3 or 6 month term cannot be made up in the next month. Unless made up in the last month, missed sessions in the last month will be forfeited.

Suspension Policy

- a) The suspension policy is for periods of time in which you cannot train and need to suspend your membership.
- b) The suspension policy allows you to suspend your MoveWell membership and training sessions only in the event that you will miss a minimum of one week and a maximum of four weeks.
- c) If you will miss training for a period of less than one week then you should adhere to the missed session policy.
- d) For periods greater than one week you will first be asked to make up those sessions prior to a suspension being granted. If you cannot make up the sessions, only then will a suspension be granted.
- e) A maximum of four weeks of suspension out of every three calendar months of membership is offered.
- f) MoveWell training fees that are paid via a monthly direct debit from a Credit Card are charged for up-front and hence any suspension will be applied as a credit to the next month's payment.
- g) A suspension that is applied to a term membership will result in the end date of the term being extended.
- h) Suspension credits will not be refunded.
- i) The suspension policy, for periods shorter than four weeks, does not apply to you if you are only booked in to do one training session per week. One session per week members should adhere to the missed session policy.
- j) A suspension will be granted provided that you have notified your Trainer 24 hours prior to the suspension period you require.
 - i. A request for suspension of membership must be completed by email or SMS delivered to MoveWell.
 - ii. Please keep evidence of the suspension request you make.
- k) All membership fees must be up to date prior to a suspension being granted.
- l) If a suspension period has commenced and you wish to lengthen the suspension period, notice via email must be provided.

Cancelling your Membership

- a) All membership cancellation request form must be completed and returned prior to the 25th of the month. Membership cancellation requests after the 25th of the month will not be processed until the following month.
- b) A two-month minimum applies to all new memberships, plus any pro-rata period.
- c) After the initial two months, plus any pro-rata period, you may then cancel your monthly direct debit via a Credit Card.
- d) A cancellation request form must be filled out and returned by email to MoveWell Health and Fitness by 25th of the month
- f) If you have pre-paid your fees and you suffer a permanent or long-term injury or incapacity that renders you unable to participate in MoveWell training sessions for an extended period of time, then upon producing a medical certificate, MoveWell may provide you with an extended suspension or a refund for the sessions you will be unable to use.
- g) The extended suspension or refund option will be at the sole discretion of MoveWell.

Acknowledgement of risks, injury and obligations

Subject to the section on "exclusions" below, I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity: 1) I may be injured, physically or mentally, or may die. 2) My personal property may be lost or damaged. 3) Other persons participating in such activity may cause me injury or may damage my property. 4) I may cause injury to other persons or damage their property. 5) The conditions in which the activity is conducted may vary without warning except where a change to those conditions would amount to a breach of these Terms and Conditions by MoveWell or a breach of Law. 6) There may be no or inadequate facilities for treatment or transport of me if I am injured. 7) Provided that MoveWell comply with these Terms and Conditions and have not breached the Law, I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and indemnity to the MoveWell Trainer

In consideration of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify the Trainers as follows: 1) I participate in the activity at my sole risk and responsibility. 2) I release, indemnify and hold harmless the MoveWell Trainer, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties 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 also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the MoveWell Trainer in respect of that injury or damage.