



# MICK'S GYM 24/7

## TERMS & CONDITIONS

### Acknowledgment of Risks, Injury and Obligations

I acknowledge and understand that while participating in such activity:

- I may be injured Physically or mentally, or may die
- My personal property may be lost or damaged
- Other persons participating in such activity may cause me injury or may damage property
- I assume the Risk and responsibility for any injury, death, or property damage resulting from my participation in the activity.

### Release and Indemnity

- I participate in the activity at my sole risk and responsibility
- I release, Indemnify and hold harmless Mick's Gym Pty Ltd trading as Mick's Gym , Its servants and agents
- Its servants and agents from and against all and any actions or claims which may be made by me or on my behalf 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 what so ever.

### Administration

- Appropriate covered footwear and a shirt MUST be worn and towels must be used at all times whilst in the gymnasium
- Memberships are not refundable or transferrable
- All weights and equipment are to be put back after use
- Photo ID cards issued from Mick's Gym must be carried and produced upon request
- Shared gym access with a NON member may result in cancellation of membership effective immediately
- Each member must respect other gym users and behave in an appropriate manner at all times
- Mick's Gym reserve the right to rescind rights of members who do not comply with the Terms and Conditions of membership
- No one under the age of 15 is permitted to enter the gymnasium under any circumstance
- Overnight access tags that are lost incur a \$19.95 replacement fee
- Overnight tags not returned to Mick's Gym Pty Ltd should a membership end or be cancelled will also incur a \$19.95 fee added to the last payment made.

### Joining Fee

There is no joining fee to become a member.

### Direct Debit Memberships

- Direct debit is an automatic monthly deduction from a debit or credit account through our Ezypay Debit billing service
- Our ongoing memberships with a minimum term of 12 or 18 months will be maintained unless the member has a valid authorization to cancel the direct debit
- To cancel the direct debit, the member must complete a direct debit cancellation request form and lodge it with Mick's Gym staff
- Once received the current month membership debit will be deducted and one further payment following thus effectively 30 days notice from the incomplete current month
- The direct debit agreement will only be cancelled should you be outside of the term specified upon obtaining the membership
- Cancellation fee for a membership that has not matured its minimum term is \$150.00 or 3 months payment whichever is greater
- Direct debit transactions from a bank account will incur a \$1.57 transaction fee
- Direct debits from credit cards will incur a \$1.82 transaction fee

### Failed Transactions

For any dishonored transactions, a failed payment fee of \$8.80 will be added to your next direct debit.