

Terms and Conditions for 360 Fitness Group.

Tric Mitchell Pty Ltd trading as 360 Fitness Group ABN 54 618 159 630 ('360 Fitness Group', 'us', 'we' or 'our') operates <https://www.360fitnessgroup.com.au> ('website') and provides gym facilities, reformer pilates, sauna, personal training, group fitness classes, and other services or products ('services').

These Terms and Conditions ("Terms" or "Agreement") govern the use of the facilities and services provided by 360 Fitness Group. By accessing or using our services, you ("Member", "Clients" or "you") you are deemed to accept all terms contained in this Agreement ("Terms") each time you enter any 360 Fitness Group Premises, as amended from time to time.

Please read the following Terms in their entirety before using or purchasing any of the services available on our website or at our premises. These Terms constitute the legally binding terms and conditions between you and us when and each time you use the Services.

Your access to, and use of, the services is conditional on your acceptance of, and compliance with, these Terms.

1. Membership Terms

1.1 Eligibility

Membership is available to individuals aged 12 years or older.

Individuals aged 12-15 must have a parent, relative or guardian (18 years or older) sign up with them and remain an active member. Children in this age group may only train or be in the club during staffed hours accompanied by their parent, relative or guardian and only whilst the membership of the parent, relative or guardian remains valid. It is the responsibility of the parent, relative or guardian to keep an active membership whilst holding a guardian, parent or relative membership. Any status changes to their membership must be replicated on the client's membership whom they are responsible for.

1.2 Membership Types

360 Fitness Group offers various membership options, including casual sessions, monthly, and annual memberships for individual or corporate clients. Membership benefits, pricing, and details of each membership type will be provided during the registration process. We also offer reformer pilates casual sessions, class packs and membership options.

1.3 Corporate and Supervised Memberships

- Occupational Therapy ('OT') Memberships: Occupational therapists with corporate memberships must have their Clients sign these Terms before services can be accessed. Clients can only access the club under the supervision of an OT listed on the OT's profile.

- **Corporate Supervised Memberships:** All Clients that join as a corporate member to access supervised membership must have signed the Terms. All Clients or participants accessing the services under a corporate supervised membership must sign the Terms and can only use the facilities while accompanied by a supervisor listed on the corporate membership profile. The corporate entity is responsible for paying the invoice annually before the membership commences or is renewed.

1.4 24/7 Access

Members with 24/7 access can use the gym facilities at any time, subject always to this Agreement, but access to certain services, including group fitness classes, reformer pilates, and personal training, may be subject to specific hours, membership levels and availability.

1.5 Annual Digital Access Tag Fee

An annual fee of \$99 inc. GST will be charged for a digital access tag. This tag provides access to the gym facilities, and members must maintain an active tag to gain entry. Digital access is not transferrable and must not be shared with any third party. Lost physical access tags must be immediately reported to us and will incur a \$49 inc. GST replacement charge. Clients that lose or would like to replace access tags will be put onto Openpath digital access credentials.

2.Services and Use of Facilities

2.1 Gym and Facilities Use

Members are granted access to the gym facilities based on their membership type, including workout areas, weight rooms, cardio equipment, and the sauna. Members must adhere to all rules and regulations posted at the gym.

2.2 Group Fitness and Pilates

360 Fitness Group offers dynamic group fitness classes, including reformer pilates. All group fitness sessions require booking in advance, and members must arrive on time.

Members who repeatedly fail to attend classes, may be subject to suspension or termination of membership. Pilates class packs are subject to the time limitations for use and all classes purchased will be valid within the time period for use only. No refunds or credits are offered for unused classes to ensure availability for other patrons. Pilates memberships, bookings and class packs are available via [our website](#).

2.3 24-Hour Sauna Access

360 Fitness Group provides 24-hour access to the sauna for all relevant members. All sauna users must follow the displayed health and safety guidelines at all times.

2.4 Pram Parking

Pram parking is provided in designated areas. Members using prams must ensure that their prams are parked in the allocated areas at all times.

2.5 Fitness Passport Members

Fitness Passport members can use and access services, subject to these Terms. Open gym membership is accessible after payment of an initial joining fee of \$99 inc. GST. Additional services are accessible upon payment of separate fees, as listed on our website or advertised on site. A digital access tag is optional for Fitness Passport members.

2.6 36ZERO App

Members may download the 36ZERO app at no cost, upon making an enquiry with Us online. The cost of the programs is a set non refundable cost displayed on the website and the client will receive a copy of the program purchased once off.

3. Payment and Billing

3.1 Payment for Services

Membership fees are due at the time of registration and will be billed as outlined in our application form which you must complete before your membership will commence. You can choose from a number of payment plan options that are specified in our application form.

3.2 Late Payment, dishonoured payments and Fees

Failure to make timely payments may result in suspension of membership. Late fees may apply for missed payments. Each dishonoured direct debit payment will incur a \$15.95 dishonour fee. All membership cancellations are subject to the following process:

- Cancellations must be notified to us via email to admin@360fitnessgroup.com.au
- A confirmation reply from our administrative team is required for the cancellation to be valid. We will endeavour to respond to you within 7 days.
- Memberships paid in full up front for 18, 12, 6 or 3 months, 30, 14 or 7 day terms may be cancelled at any time by you. Membership fees paid are not refundable.

- Direct debit memberships may be cancelled by giving notice equivalent to the direct debit frequency. For example, fortnightly direct debit can be cancelled on at least 14 days' prior accepted notice.
- A cancellation fee of \$50, plus one week's membership fee, will be debited on the next scheduled payment date. Members will retain access to the club and membership features until the next scheduled payment date.
- Any costs we incur in enforcing this Agreement, including but not limited to pursuing any payment default, you indemnify us from all costs, expenses, charges, interest and fees (including legal fees on a full indemnity basis) and any cancellation, debt collection, administrative or dishonour fees incurred or arising from your default, which will form a liquidated debt owed by you to us on demand.

4. Code of Conduct and Liability

4.1 Right to Refuse Entry or Cancel Membership

360 Fitness Group reserves the right in its absolute discretion to refuse entry, cancel or suspend a membership, or ban any individual from using the facilities if the member violates these Terms, engages in unsafe, illegal, abusive, intimidating, violent or disruptive behaviour, or has previously engaged in or threatened to engage in any such behaviour, or otherwise fails to comply with gym policies. We also reserve the right in our absolute discretion to deny access to individuals who have defaulted in any payment or whose membership has expired or not been renewed.

4.2 Serious Misconduct and Fines

Serious misconduct, including but not limited to violent or intimidating behaviour, vandalism, theft, or any kind of harassment levied towards any patron of the gym or any member of staff, will result in immediate expulsion from the gym and will be reported to the relevant authorities. Our cancellation terms and fees will immediately apply.

4.3 Allowing Non-Members Access

Allowing or facilitating non-members to use the facilities without authorization will result in immediate suspension or cancellation of membership in our absolute discretion. Members who are on direct debit memberships hereby authorise us to debit the amount of \$150 from their account, to compensate us for non-member use of services each time unauthorised access is granted to any third party by that member, without any liability.

4.4 Suspension of Membership

Members are not permitted to use the facilities if their membership is suspended, whether due to nonpayment, violation of these Terms, or for any other reason. It is the members responsibility to suspend their membership over holiday periods.

5. Health, Safety, and Medical Conditions

5.1 Health and Fitness Responsibility

It is the responsibility of each member to consult with a medical professional before engaging in any fitness program if they have any health concerns or medical conditions. Members must inform the gym before they commence using the services of any medical conditions that may affect their ability to use the facilities safely. You indemnify us against any liability regarding your pre-existing, current or unknown medical conditions when using the services, to the maximum extent permitted by law.

5.2 Use of Equipment

Members must use gym equipment in a safe, courteous and responsible manner and follow all instructions provided by staff or displayed on the equipment.

Members are expected to clean and wipe down all equipment used after each use with disinfectant wipes provided and return weights to their appropriate place.

6. Termination and Suspension

6.1 Termination by Member

Members may cancel their membership at any time by sending an email to admin@360fitnessgroup.com.au . Cancellation is valid only upon receipt of a confirmation email from 360 Fitness Group. All cancellation fees and remaining membership dues will be debited as described in Section 3.2.

6.2 Termination by 360 Fitness Group

360 Fitness Group reserves the right to terminate a membership without refund if a member breaches these Terms, engages in illegal activity, or fails to conduct themselves with courtesy and consideration of other gym patrons and staff or comply with this Agreement or any 360 Fitness Group policies.

7. Liability and Indemnity

7.1 Assumption of Risk

By using 360 Fitness Group facilities and services, you acknowledge that there are inherent risks involved in physical activity, including but not limited to the risk of injury. You voluntarily assume all risks associated with your participation in activities at 360 Fitness Group and agree that 360 Fitness Group, its employees, and agents are not liable for any injuries or damages that occur during your use of the gym facilities or services, to the maximum extent permitted by law.

7.2 Indemnity

You agree to indemnify and hold harmless 360 Fitness Group, its officers, employees, and agents from any and all claims, damages, losses or expenses arising out of your use of the gym facilities or services, including injuries to yourself or to others.

7.3 Release of Liability

To the maximum extent permitted by law, you agree not to bring any claim against us, and you indemnify us and our officers, contractors and employees against any liability arising from:

- (a). indirect, special, or consequential losses or damages suffered by you or any third party of any kind, or any liability to any other party arising from our services, the use of the website; or
- (b). any loss or damage suffered by you or any third party arising from the services, where you fail to use any of the services in a safe and responsible manner and/or in accordance with instructions and 360 Fitness Group policies;
- (c). any failure to comply with these Terms where such failure arises primarily because of any act which is beyond our control; or
- (d). any liability arising due to the acts or omissions of any other person, including any third-party, other member or circumstances outside our reasonable control or due to your breach of these Terms.

8. Miscellaneous

8.1 Changes to Terms and Conditions

360 Fitness Group reserves the right to amend these Terms and Conditions at any time. Any changes will be communicated to members via email or posted within the gym premises. Continued use of the services constitutes acceptance of any revised Terms.

8.2 Access to Extras

Our Extras benefits and rewards program is available to members that refer new members to join 360 Fitness Group and use the Services. Benefits and rewards may vary from time to time, subject to availability.

8.3 Severability

If any part of this Agreement is found to be invalid or unenforceable, it will be severed, and the remainder of the Agreement will continue in full force and effect.

8.4 Governing Law

These Terms and Conditions are governed by the laws of Queensland. Any disputes arising from or related to these Terms and Conditions shall be resolved in the competent courts of Queensland.

