

HEALTHY LIFE FITNESS CENTRE CLUB RULES

PREFACE: [Amani Na Uhuru Pty Ltd \(Aus\)](#) for & on behalf of [The Kweli Moyo Family Trust T/A Healthy Life Fitness Centre – Hillarys](#) have complete transparency and a dedicated plain English policy for all 24/7/365 and staffed / manned hours of operation. Plain English and transparency relating to this not exhaustive list herewith: Security and safety protocols, health and safety, risk assessments, terms, conditions, club rules, regulations, costs, fees, penalties, fines and associated financials. As such all are laid out in plain English for all members and would – be members to read, thoroughly understand and sign off on in conjunction with the reverse side of all club membership contracts on what is termed the ‘member’s copy’ of their minimum term membership contract.

MEMBERSHIP CATEGORIES

1. There are several different categories of club membership available for varying periods of time, as specified on the current tariff sheets (Corporate & Club). The latest price structure is always available from reception upon request. [Amani Na Uhuru Pty Ltd](#) for & on behalf of the [Kweli Moyo Family Trust T/A Healthy Life Fitness Centre Hillarys](#) directors reserve the right to accept or refuse an applicant for club membership as is the right of all directors of any private business / member’s club.
 - 1.1 The joining fee and annual / termed or monthly subscription are payable in full and in advance and are non-refundable under any circumstances. Subscriptions paid by monthly direct debit must be paid in full for the full term of the membership or in extenuating circumstances reduced only at [Healthy Life Fitness Centre Hillarys](#) board of director’s discretion. In the event of cancellation of a direct debit membership, written notice must be given in writing one month prior to required date of cancellation. All memberships at [Healthy Life Fitness Centre Hillarys](#) are non-transferable.
 - 1.2 Those members on monthly direct debit are liable to a **\$10 to \$37.50** levied administration charge should their direct debit bounce, be returned for any reason or fail to be processed for any reason. This **\$10 to \$37.50** fee is payable immediately along with any outstanding subscription fee for the said month & the following month. Should a member’s direct debit bounce twice in any one 12-month period, the club has the right to request full & final settlement of all outstanding membership dues.

MEMBERSHIP RENEWAL

2. Renewals are deemed to start from the day after the expiry date of the Membership, failing to do this will result in the member having to repay the joining fee. I.E. All memberships must be renewed, by the member, prior to the previous term’s expiry date. All monthly direct debits roll over automatically & remain in place and active until such time that the payee cancels their membership & direct debit mandate with the club and their bank, giving the necessary notice period of 30 days & returning their club membership card / tag to reception.

MEMBERSHIP CARDS / PROXIMITY TOGGLES / FOB KEYS

3. Each member will be issued with a [Healthy Life Fitness Centre Hillarys](#) membership card / tag that must be presented to reception upon each visit to the club. Membership cards are non-transferable and any misuse of a membership card will result in termination of the person’s membership without redress. Lost cards will incur a \$4 replacement charge. Expired member’s un-returned membership cards will result in a \$4 fee being levied against the member. Note: all [Healthy Life Fitness Centre Hillarys](#) members short or long-term must produce a valid membership card before entry will be permitted.

Lost Corporate cards or similar external Corporate Group member's cards will result in a **\$4** replacement fee. Note; no entry will be permitted to the club for any corporate member without the production of a valid respective Corporate card. The issuer is your corporate sponsor.

If your **proximity tag, fob key or access card** is lost or stolen you must let the club know immediately and get a replacement within 7 business days or you may be refused club access. A new **replacement proximity toggle / fob keys fee of \$50** will apply for any replacements. Access card replacement fee of \$4 will apply.

\$50 – This is the **Fee** charged to buy a replacement **proximity toggle / fob key**.

The original purchase cost of the **proximity toggle / fob key** is not refundable under any circumstances. It is stated that if you need a replacement **proximity toggle / fob key**, a **Replacement Penalty and Fee of \$50** will apply in all cases.

MEMBERSHIP TERMINATION

4. **Healthy Life Fitness Centre Hillarys** reserves the right to terminate any membership at any time without notice and at the club's sole discretion. No reason need be given, however the club will endeavour to discuss the individual situation & whether or not any membership fees might be returnable. If a membership is terminated at the request of **Healthy Life Fitness Centre Hillarys** directors a due proportion of the outstanding subscription may be refunded for unexpired membership but joining fees will not be refunded under any circumstances. In addition, if the club deems that the reason for cessation of membership is one of gross misconduct / public offence / unacceptable behaviour no monies will be refundable. We ask that all members and their guests respect fellow members and the club facilities. They must not misuse or abuse club facilities, nor cause offence, nuisance, or endanger their own or others' safety at any time.
 - 4.1 If terminating a membership within the first 12 months while under contract in a minimum term membership then penalty fees apply. The penalty fees commence at **\$350** per membership cancelled within minimum term dropping to as low as **\$250** per membership payable upon cancellation request.
 - 4.2 If a member decides to cancel their membership with **Healthy Life Fitness Centre Hillarys** for any reason whatsoever, that is their prerogative. However, no monies will be refundable in part or in full. The member will simply return the valid membership card without any further charges being levied against them. No refund in part or in full of subscriptions or joining fee would be issued by the club or its representatives.

GUESTS / VISITORS

5. Guests who wish to use **Healthy Life Fitness Centre Hillarys** facilities can do so provided they are accompanied by a member and pay the appropriate fees and observe the club rules. Each member may only bring the same guest 5 times per year before a full day rate is applicable or the guest joins the club in their own right.
 - 5.1 The club will ask a guest or new member to sign a disclaimer on each visit even if a Physical Activity Readiness Questionnaire or health & safety check has been carried out, before using the studio or gym area.
 - 5.2 Guest fees are presently set at **\$20** per casual entrance and only available during staffed manned hours of operation.
 - 5.3 **Healthy Life Fitness Centre Hillarys** encourages you to bring friends, relatives and business associates for a guest visit so long as they pre-qualify under club terms and conditions for free or paid visits.

We strongly recommend that you make an appointment for your guest's visit and a tour/orientation may be required. A guest must check in at the front desk, be at least 18, sign a medical and injury release form and pay a guest fee **\$20** before using club facilities (a parent or legal guardian may bring an under 18 year old minor as a guest if the adult member agrees to sign the appropriate release forms). The club may restrict the number of guests and times you may bring guests. You must inform guests about these policies.

SUSPENDING / FREEZING MEMBERSHIP

6. The suspending / freezing of memberships is permitted in certain circumstances. The directors may listen to an individual's case & decide that a freeze is acceptable, in these circumstances a monthly **\$35** freeze fee will be levied, per person & would be payable in advance of each month the member wishes to freeze. The freeze must run in whole one month (4 week periods) & be for a minimum of 1 month (4 weeks) & a maximum of 9 months. The membership card must be handed into the club director prior to the freeze period commencing.
- 6.1 Family memberships; where one party freezes / suspends; this will result in the second family member paying single subscription for that same period and this would be in addition to the family membership already paid so as to retain the synchronised expiry date with the freezing member. If on monthly DD all that would happen is the rate move to freeze fee of **\$35** per month (4 weeks) for the freeze member & single subscription fee for the member continuing to utilise the club facilities.
- 6.2 Corporate members & corporate group members may not freeze their membership under any circumstances whatsoever. Your membership term is a corporate deal over a fixed period of time & must remain synchronised with the group corporate expiry date.

PAYMENTS

7. All membership subscriptions, joining fees, session fees, treatments and consumables are payable for in advance and must be paid for through our tills against appropriate receipts being issued. Please do not ask staff to take payment later as it is unfair, in addition they would have to decline & this may offend.

STAFF INSTRUCTION

8. Members are asked that in addition to observing the club rules they and their guests comply with any instructions given by the club's managers and staff. The staff are responsible for supervising the facilities and safety of the club and the members and their guests at all times. A staff member's word is final.

YOUR SAFETY

9. New Members are recommended to consult their doctor prior to the use of the fitness areas. Whilst the club provides personal training instructors only who will assist to the best of their ability in providing training programs and fitness assessments, we emphasise that it is the member's responsibility to notify the instructor of any illnesses or injury that could affect their workout or endanger them. Do not take instruction from, neither provide instruction to other members in any of the active areas at any time - this is prohibited.
- 9.1 Please notify a member of staff and seek advice should you feel symptoms of dizziness, faintness, chest pains, breathing difficulties or any other sign of over-exertion. In any doubt please **STOP**.
- 9.2 Should a personal training instructor deem it necessary for a new member / guest / existing member to consult their doctor prior to exercising for any reason their word is final.
- 9.3 Should the fire alarms or security emergency sirens ring for a period in excess of 30 seconds you must vacate the premises immediately. Leave quickly & orderly by the main entrance. If access to the escape route is blocked follow a staff member to the nearest alternative entrance to the said fire exit. Do not waste time collecting your belongings, leave immediately & turn left outside the main entrance & go to the muster point on corner of Banks Avenue and Whitford City entrance.

GYM AND ALL ACTIVE AREAS USAGE

10. Members are asked to return all free weights & all equipment to their correct position after use. The correct training wear and shoes must be worn in the fitness areas at all times – No denim / jeans or materials with studs or poppers exposed, nor should street clothing attire be worn. Members are reminded that all bags and personal belongings should be kept in the lockers and not taken into the gym or studio areas under any circumstances.
- 10.1 Under no circumstances is food, beverages or alcohol to be taken into the fitness areas, and members are reminded that the consumption of large quantities of food or any levels of alcohol

immediately prior to training is dangerous and counter-productive to healthy and safe training sessions.

- 10.2 Only sports drinks / water in sealed drinking bottles and sports cap canisters may be taken into the active areas.
- 10.3 All gym / studio users are requested to ensure their own personal hygiene is acceptable. Deodorants / antiperspirants / or similar must be used when exercising. Strong body odour is not acceptable in the club. Kindly use good antiperspirant / deodorant perfume, after shave or cologne when working out.
- 10.4 Everyone must wipe down all the exercise equipment immediately after use with their own towel. Personal towels (no smaller than 60cm x 30cm) must be carried and used at all times in exercise areas.
- 10.5 It is prohibited for any member or guest to touch any of the large screen TV's in the cardio theatre area, the gym or any area of the club. They may not change channels, volume or other settings. It is also forbidden for any member or guest to alter the satellite control settings on the main communication cabinet system at any time be they radio or TV.
- 10.6 No inappropriate / unsafe use of gym equipment is permitted in the club. Inappropriate / unsafe defined as so deemed by the gym instructor / staff member on duty, or the director. All discs, dumbbells, barbells must be replaced immediately after use on every occasion.
- 10.7 The appropriate workout apparel must be worn at all times in the active areas. No street clothing or footwear is permitted in the gym / studio. Closed training shoes must be worn in the gym at all times. No bare feet, open shoes or sandals may be worn in the active areas.
- 10.8 All footwear must be clean & clear of mud / grass, soil from outside, especially when using CV equipment.
- 10.9 No personal belongings, bags, umbrellas, jackets, coats, additional clothing etc may be taken into the active areas under any circumstances. Members are requested to use the changing rooms provided & lockers to secure valuables at all times. The club takes no responsibility for loss of personal belongings or valuables left anywhere on the premises, including those belongings deposited in lockers.

STUDIO / DOJO USAGE

11. Members may use the studio / Dojo at their own risk in the allocated free time on the timetable. If the studio equipment is used, please ensure it is returned to its correct place and the studio is vacated 5 minutes prior to a class starting. [Healthy Life Fitness Centre Hillarys](#) reserves the right to change or add to their studio timetable without notice.
- 11.1 The use of boxing, kick boxing & Jiu-Jitsu equipment is permitted but return it to its correct place after use & use it appropriately, with due care, caution & responsibility to yourself & others around you. No shoes to be worn when kicking bags or focus mitts. No sparring is permitted between members or their trainers under any circumstances.
- 11.2 At no time may any member or Personal Trainer & client use the studio audio / music / sound system. This system is strictly for use during set classes only & may only be operated by class instructors.

EXERCISE CLASSES

12. Class participation is on a first-come, first-serve basis. Guest tickets sold in excess of class capacity will be refunded as appropriate if returned within 5 minutes of a class beginning. Members and guests are advised that classes are graded in levels of exertion and it is important to ensure your ability to participate. Class Instructors or staff should be consulted if you have any doubt. As the warm up is important, for your own safety, we ask that all participants do not enter a class more than ten minutes after it has commenced.

PERSONAL TRAINERS

13. Personal Trainers are provided by the club. Members cannot bring their own personal trainers into the club, unless they register at the club under the [Healthy Life Fitness Centre Hillarys](#) personal trainer's contract agreement. All our personal trainers are fully qualified, insured & carry their own indemnity as well as client liability cover.
- 13.1 Personal Trainers all operate as separate business' to [Healthy Life Fitness Centre Hillarys](#) and any arrangements between a member / guest and a PT are strictly between the said parties and have nothing to do with [Healthy Life Fitness Centre Hillarys](#). Any disputes, disagreements between a PT and their client have nothing to do with [Healthy Life Fitness Centre Hillarys](#). However the club will endeavour to peacefully resolve any such issues that may arise.

INJURY

14. Sport inevitably involves exertion of the body and injuries are frequent. [Healthy Life Fitness Centre Hillarys](#) takes every effort to ensure the satisfactory maintenance & safety of the equipment in use at all times. We also endeavour to ensure exercise routines are safe & beneficial but it is emphasised that injuries are possible and that each member and guest is responsible for their own safety in training.
- 14.1 The club cannot take responsibility for any injury, loss or damage to any person or their belongings on its' premises taking part in any activity, physical or otherwise. Each member, guest & visitor takes part in all exercise entirely at their own risk.

PROPERTY

15. Whilst [Healthy Life Fitness Centre Hillarys](#) provides a number of lockers and makes every effort to ensure security of your property we do so without responsibility or liability and recommend that you do not bring valuables or expensive items of clothing etc to the club. [Healthy Life Fitness Centre Hillarys](#) will keep left or lost personal property for a maximum period of one week, in the lost property box, without responsibility or liability. After one week, if the item is not claimed it will be disposed of, by the club to a charity shop or refuse bin.
- 15.1 No property of any description may be left / kept behind reception for any period of time under any circumstances. Any such items deposited with reception are done so entirely at your own risk and with no duty of care held by [Healthy Life Fitness Centre Hillarys](#). Please use lockers provided or refrain from bringing valuable items into the club.

FACILITIES

16. Whilst the staff will make every effort to ensure that all the club's services and facilities are available and functioning they cannot be guaranteed nor are they conditional upon the memberships granted. The directors reserve the right to withdraw equipment, services or facilities and make alterations to programs of exercise classes, training sessions as well as opening / closing times at any time and without any notice if they so choose.
- 16.1 [Healthy Life Fitness Centre Hillarys](#) has a self-imposed obligation to provide the majority of the membership base with classes and services that are appropriate & in demand. Minority class requirements will always be considered but play a lesser role on the timetable than mainstream activities.

SHOWERS AND TOILETS

- 17.2 Under no circumstances are members or guests permitted to use exfoliating products or hair dyes in the changing room or shower areas.

VARIOUS 3rd PARTY TREATMENTS

17. Any person using such treatments that may be offered from time to time in [Healthy Life Fitness Centre Hillarys](#) must fill out a relevant health and safety card and sign the appropriate disclaimer prior to using any such services. It is also a requirement for all such service users to read any related safety cards provided by the practitioner prior to using the individual treatment that may be on offer.

CLUB HOURS

18. The Club standard opening hours will generally be Monday to Friday: 0530 - 2100hrs, Saturdays, Sundays and public holidays from 0700 to 1700hrs. [Healthy Life Fitness Centre Hillarys](#) might be closed on Christmas Day, Boxing Day and New Year's Day in addition to other public holidays, depending on operational decisions in each year. Variations in opening hours will be posted on the Club Notice Board as far in advance as is possible. Club opening hours may be curtailed, extended or altered as seen fit by the directors.

24 HOURS A DAY / 7 DAYS A WEEK / 365 DAYS A YEAR

19. The club only offers a **24/7/365** membership option for all full members. There are additional associated terms, conditions & costs to being a pass / proximity toggle / fob key / swipe card holder in a separate club contract at the end of these terms and conditions. Additional restrictions, age limitations and fees may apply to this **24/7/365** membership category.

OFF PEAK HOURS

20. No off peak members may enter the club before 1015hrs or after 1500hrs on weekdays and they must depart the club premises by 1600hrs on weekdays. Should an off peak member wish to enter after 1500hrs or depart after 1600hrs they will be liable to a \$6 bridging fee every time.
21. Off peak hours on the weekends and public holidays are limited to the staffed / manned hours of the club which may vary without notice. Presently 0800 – 1200 on weekends and public holidays.
22. Off Peak members are not permitted to hold a 24/7/365 Proximity Toggle / Fob Key access. If they wish to use the club outside staffed / manned hours they must upgrade to a full or corporate membership.

STUDENT SHORT TERMED (1/2/3/4 WEEK & 1/2/3/6 MONTH) MEMBERSHIPS

23. Student, 1 week, 2 week, 3 week 4 week, 1 month, 3 month, 6 month members are not permitted to hold a 24/7/365 Proximity Toggle / Fob Key access. If they wish to use the club outside staffed / manned hours they must upgrade to a full or corporate membership.
24. Under 18 year old members are not permitted to hold a 24/7/365 Proximity Toggle / Fob Key access. If they wish to use the club outside staffed / manned hours they must upgrade to a full or corporate membership.

PHYSIOTHERAPY TREATMENTS AND MASSAGE SERVICES

25. Physiotherapy & Massage services are two totally separate concessionaire businesses from [Healthy Life Fitness Centre Hillarys](#). They operate out of our premises but as sole-trader operations in their own right. Any bookings, cancellations, disputes, disagreements or decisions made by the directors of the above companies are between you as their client and them as the service provider in their own right. Any dispute between you and the concessionaire will have no bearing on your rights as a member of [Healthy Life Fitness Centre Hillarys](#) neither will it involve [Healthy Life Fitness Centre Hillarys](#) in any way and visa-versa.

SMOKING

26. Smoking is not permitted on the club premises or within 10 meters of the main doors under any circumstances at any time.

GAMBLING

27. Gambling is not permitted on the club premises.

ANIMALS

28. Animals are not permitted on the club premises at any time (except guide dogs).

CHILDREN

29. Persons under the age of 18 are not permitted to use the clubs facilities without the express permission of the board of directors & written parental consent along with a relevant doctor's cover / medical note.

BICYCLES

30. Bicycles are not permitted into the club neither on the club premises at any time.

TELEPHONES

31. Members are requested not to have incoming calls to the club, neither to ask to use club phones or faxes to make outgoing calls / transmissions.

CONDUCT

32. While [Healthy Life Fitness Centre Hillarys](#), does not permit and will not tolerate any inappropriate conduct or behaviour that is worrisome or bothersome. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or any staff or contractors or employees.

USE OF CLUB FACILITIES AT ALL TIMES (STAFFED OR UNSTAFFED) 24/7/365

33. Availability of [Healthy Life Fitness Centre Hillarys](#) facilities or services, including but not limited to all exercise areas, all programs and classes, all or any equipment, baby and child sitting, personal training, training, coaching, third party services or relaxation areas may have limited hours, extended hours, be discontinued altogether at any time, or be offered on a 'first come first serve' basis. The club reserves the right to charge a separate participation or reservation fee for any or all of these facilities or services should the club so wish. Use of [Healthy Life Fitness Centre Hillarys](#) facilities or services are authorized and limited pursuant to your membership agreement be that during staffed / manned or un staffed, unsupervised unmanned hours.
34. Conflicts Regarding Use: Please don't linger on the equipment because other members may want to use it. No member should monopolize any of the equipment, apparatus or weights. If there is a sign up list for the use of the equipment and a maximum time limit on its use then the directions for the use of the sign-up list are part of the club rules herewith and [Healthy Life Fitness Centre Hillarys](#) expects all the members and their guests or visitors to follow them. In short, observe gym etiquette. If there is a conflict over use, let [Healthy Life Fitness Centre Hillarys](#) management resolve it please.
35. Cycle Zones, GX Zones, Stretch and Abdominal Zones, Functional Zones, General areas & Specialty Classes: [Healthy Life Fitness Centre Hillarys](#) has specific procedures and rules and may charge you for the use of these areas and special classes. Please see the front desk or read the posted information for these activities.
36. All Areas And Fight Zone MMA / Boxing Zone: [Healthy Life Fitness Centre Hillarys](#) requires you to use the club's facilities and services respectfully, with decorum, manners, consideration to those around you and not to engage in horseplay or behaviour that disturbs anyone else in the club. Martial artists, boxers have priority over casual trainers in the TITLE Boxing Ring. You must also follow the specific MMA / BOXING / FIGHT ZONE Rules that are up on the main MMA / FIGHT ZONE wall.
37. Weights & Other Equipment: There are specific rules posted regarding the use of the weights and other equipment in [Healthy Life Fitness Centre Hillarys](#) facilities. As a courtesy, please replace the weights on the rack after you use them and wipe off any benches after your use. You must use a towel under your body upon all apparatus and gym equipment at all times when working out or exercising.
38. No Solicitation: [Healthy Life Fitness Centre Hillarys](#) facilities are provided for the private use of club members only and are not open to the public. Any solicitation within any club is absolutely forbidden. This includes, for example: solicitation for profit, political purposes or any other reason; use of petitions; distributing or posting leaflets, notices or advertising anywhere in a club facility; or leaving multiple copies of leaflets or other papers in any club.

39.

STEROIDS PROHIBITED

40. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damage liver function. Men and women using steroids may develop fertility problems, personality changes. Men can also experience premature balding and development of breast tissue. There are also civil and criminal penalties for the unauthorized sale, use, or exchange of anabolic steroids.

DAMAGE UNLAWFUL OR ACCIDENTAL

41. **YOU ARE RESPONSIBLE FOR ANY DAMAGE.** You agree to pay for any loss or damage to the Club, its property, fixtures fittings or the facilities, premises and / or services caused by you or your guests through a

wilful, wrongful or negligent act or as a result of your, or their, breach of this agreement. Be this damage caused directly or indirectly as a result of your actions you will be held liable and as a guest or member held liable accordingly.

CLUB & YOUR PERSONAL SECURITY

42. **CCTV in the entire health club.** The premises has a comprehensive CCTV security camera system recording 24 hours a day (except in bathrooms) and may have remote video or other monitored / guarding services. This system is used for security purposes only but does not guarantee against harm. You should contact the director if you have questions on this matter.
43. **CCTV** in conjunction with an electronically activated main door triggered by each member's door-proximity toggle for your access / egress ensures a level of some personal security to you. However these precautions in no way protect you completely. You must use discretion, awareness and common sense when evaluating your own personal safety when entering / exiting and working out in the health club.
44. **CCTV Cameras and Surveillance** are in constant operation and recordings are held for at least 30 days. We undertake an ongoing video recording the club for the purpose of ensuring security in the club via CCTV cameras, recording the time and date at which images are taken.
 - (a) Video recording can be accessed only by authorised staff.
 - (b) Video recordings of any specific incident may be released to the WA Police Service, Westfield security services or Federal Police only under the terms of this policy or subject to the execution of a search warrant or other legal process and only with the approval of the club's director.
45. **Door Access / Egress** It is strictly prohibited for anyone to permit entry or exit to any other person at any time on any occasion for any reason whatsoever. Doing so will result in your being fined \$350 for each person you allow in or out. If any of the people permitted entry or exit are also members they too will be fined \$350 each for the same breach of security.

YOUR PROXIMITY TOGGLE FOB KEY ACCESS CARD

46. You will need your Proximity Toggle / Fob Key / access card to access the club and must swipe this or these tags each and every time you use the health club.
47. If you lose or forget your proximity toggle / fob key / access card you may not access the club under any circumstances whatsoever during unstaffed / unmanned hours.
48. During staffed hours you may enter if you show photo ID to the club staff but this will be at the discretion of the staff on duty. You should not ask or expect another person to let you into the club at any time.
49. You must not let anyone else into or out of the club under any circumstances whatsoever at any time during unstaffed hours. Doing so will result in an immediate fine of **\$350** and the cancellation of your membership.
50. You may not let anyone else use your proximity toggle, fob key or access card. If you break this term, you will be fined and charged the "**Tailgate Fee**" of **\$350** and / or have your and their membership suspended or cancelled at the club's discretion.
51. If your **proximity tag, fob key or access card** is lost or stolen you must let the club know immediately and get a replacement within 7 business days or you may be refused club access. A new **replacement proximity toggle / fob keys fee of \$50** will apply for any replacements. Access card replacement fee of \$4 will apply.
52. This is the **Fee** charged to buy a **proximity toggle / fob key \$25 cost plus a \$25 penalty** for losing the original and so compromising the club's security and safety).
53. The original purchase cost of the **proximity toggle / fob key** is not refundable under any circumstances. It is stated that if you need a replacement **proximity toggle / fob key**, a **Replacement Penalty and Fee of \$50** will apply in all cases.
54. **NOTE: Authority to deduct Fees, Penalties, Tail Gate Fines** by nominating a credit card and / or debit card and / or nominated Debit Success account when joining.
55. It should be noted that you authorise our **Factoring Company (Debit Success otherwise known as our Biller**, to deduct from that account all **Fees, Fines, Penalties, Costs and other charges** you are responsible for under this **Agreement**. You must keep your Debit Success account and your nominated credit card details issued to the club up to date at all times.
56. **WARNING:** The club, its management and the managing director strongly advise and indeed advocate most earnestly that all females of all ages from 18 to 99 only ever attend the club during its 24/7/365 unstaffed / unmanned hours with another person known to them. Please use common sense and do not place your personal well-being, safety or security in any danger by attending the club alone, out of hours as a female member. Use your best judgement and workout with a friend or family member out of hours.

EMERGENCIES

57. (a) **The club** has a series of emergency panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency. You must call **Westfield Scentre Group Security line on 040 999 4906**.
- (b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use. You will also be fined a further **\$350** for each trigger of a false alarm.
- (c) You must have read & signed the club rules that outline the emergency and crisis response procedure stated. These edicts must be followed in emergencies.
58. **Show Caution at all times.** You must be cautious when entering, exiting and working out in our club. You must wear your main door toggle-proximity reader on a lanyard when appropriate. You must be aware of all emergency / panic buttons whenever exercising alone or outside the club's staffed hours.
59. **Follow Staff Directions.** You agree to follow any reasonable direction of a member of the club staff relating to health, safety or security or related matters at all times.

VARIATIONS

60. The [Healthy Life Fitness Centre Hillarys](#) board of directors reserve the right to amend the club rules, as it deems appropriate and the valid set club rules will always be as posted on a club notice board for all members to view at their convenience.

KID'S CAMP (AKA CRECHE) FACILITIES UNDER CLUB RULES

61. The crèche operates under the strict guidelines of a standard health club kid's camp (crèche facility) within the guise of a temporary crèche facility. It is in no way day-care, child care, kindergarten or any form of educational, learning, nor other institution. It is merely a child minding service provided by [Healthy Life Fitness Centre Hillarys](#) for the benefit of the on-site visiting member who must be a parent of the child or children placed in the crèche.

There is a fee per child per visit applicable that may and can vary from time to time as deemed appropriate by the directors of the club. Fees will rise from time to time to cover operating costs of the crèche as and when deemed necessary by the directors.

EQUAL OPPORTUNITY POLICY STATEMENT

62. [Healthy Life Fitness Centre Hillarys](#) seeks, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to the club director.

INTERPRETATION OF ALL THE CLUB RULES AND ACCEPTANCE OF TERMS THROUGH USE

63. By using [Healthy Life Fitness Centre Hillarys](#) and / or the Web site, www.healthylifefitnesscentre.com.au (the "Site"), you agree to be bound by the Terms of Use. We may change the Terms of Use at any time by posting revisions to the Site, and your continued use of the Site indicates your agreement to the revised terms. Accordingly, we urge you to review the Terms of Use, and if you do not agree to the terms of this or any revised policy, please exit the Site immediately. You also agree to provide true, accurate, current and complete information about yourself as prompted by our Online Services' registration form and update that information to keep it accurate. You acknowledge and agree that our Online Services contain proprietary information that is protected by applicable intellectual property and other laws. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, use of our Online Services, access to our Online Services or any of the content accessible through our Online Services.

64. [Healthy Life Fitness Centre Hillarys](#) is a private club operated by a Proprietary Limited Company for business purposes. Though it has a membership subscription system it is not a 'private members club' as such nor obliged to have a members committee of any sort.
65. All decisions by [Healthy Life Fitness Centre Hillarys](#) staff or the board of directors are final and no redress is available other than through discussion with the managing director. In this instance the managing director's word is final in the interpretation of these rules & other issues not covered in this list of club rules.
66. The club rules are not restricted or limited to those mentioned herein & should [Healthy Life Fitness Centre Hillarys](#) directors or their nominated representatives or agents decide on other rulings that do not appear in this document they will for all intent and purpose be read as part of the rules. They can be incorporated as such, without any due notice being given to the members or their guests but instead verbally issued by any staff member at any time.
67. Each & every member is subject to all stated terms & conditions in the printed club contracts & all those stated on the reverse side if their own blue copy of their club membership contracts in conjunction with all requisite terms & conditions under their nominated direct debit provider / facilitator & the terms signed up to thereunder.

LIMITED PERMITTED USE

68. You agree that you are only authorized to visit, view and to retain a copy of pages of the site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the site for any purpose other than for personal use, unless otherwise specifically authorized by [Healthy Life Fitness Centre Hillarys](#) to do so. You also agree not to deep-link to the site for any purpose. The content and software on this site is the property of [Healthy Life Fitness Centre Hillarys](#) and is protected by Australian and international copyright laws. You also agree not to use our Online Services to:

- Violate or solicit the violation of any applicable local, state, national or international law;
- Infringe the rights of any third party, including but not limited to intellectual property rights and privacy or publicity rights; and,
- Interfere with or disrupt our Online Services.

Furthermore, you agree that you will not use any automated device or process, such as a "bot" or a "spider," to copy or extract information or content from our online services, except to use such information or content for purposes of listing our online services with a search engine or other service designed to direct users to the Site.

You further agree that you will not copy, modify, or publicly display any information or content on the site for use in any commercial manner, except to use such information or content for purposes of listing the site in a search engine or other service directing users to our site.

SPECIFIC CLUB RULES REGULATIONS TERMS AND CONDITIONS PERTAINING TO MEMBERSHIP, SECURITY AND THE 24/7/365 OPTION

OFF PEAK / STUDENT / SHORT TERMED (1 DAY 1/2/3/4 WEEK & 1/2/3/6 MONTH) MEMBERSHIPS

69. Off Peak, Student, 1 day, 1 week, 2 week, 3 week 4 week, 1 month, 3 month, 6 month members are not permitted to hold a **24/7/365** Proximity Toggle / Fob Key access. If they wish to use the club outside staffed / manned hours they must upgrade to a full or corporate membership.
70. **Age Restriction.** Under – 18 year old members are not permitted to hold a **24/7/365** Proximity Toggle / Fob Key access. If they wish to use the club outside staffed / manned hours they must upgrade to a full or corporate membership

WARNING: DAMAGE TO CLUB PROPERTY, EQUIPMENT, FACILITIES, FIXTURES OR FITTINGS

UNLAWFUL ON PURPOSE OR ACCIDENTAL

71. **YOU ARE RESPONSIBLE FOR ANY DAMAGE.** You agree to pay for any loss or damage to the Club, its property, fixtures fittings or the facilities, premises and / or services caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this agreement. Be this damage caused directly or indirectly as a result of your actions you will be held liable and as a guest or member held liable accordingly.

CLUB PROPERTY, INFRASTRUCTURE & YOUR OWN PERSONAL SECURITY

72. **CCTV in the entire health club.** The premises has a comprehensive CCTV security camera system recording 24 hours a day (except in bathrooms) and may have remote video or other monitored / guarding services. This system is used for security purposes only but does not guarantee against harm. You should contact the director if you have questions on this matter.
73. **CCTV** in conjunction with an electronically activated main door triggered by each member's door-proximity toggle for your access / egress ensures a level of some personal security to you. However these precautions in no way protect you completely. You must use discretion, awareness and common sense when evaluating your own personal safety when entering / exiting and working out in the health club.
74. **CCTV Cameras and Surveillance** are in constant operation and recordings are held for at least 30 days. We undertake an ongoing video recording the club for the purpose of ensuring security in the club via CCTV cameras, recording the time and date at which images are taken.
- (c) Video recording can be accessed only by authorised staff.
- (d) Video recordings of any specific incident may be released to the WA Police Service, Westfield security services or Federal Police only under the terms of this policy or subject to the execution of a search warrant or other legal process and only with the approval of the club's director.
75. Remember that each and every person on the premises must be logged into the door access / egress control system by their own proximity toggle / fob key and access card.
76. This is vital in case of any emergency, incident, accident, occupational health and safety occurrence or fire in addition to any assault, attack, harm or other incident that requires all known persons being interviewed and / or detained.
77. **Door Access / Egress** It is strictly prohibited for anyone to permit entry or exit to any other person at any time on any occasion for any reason whatsoever. Doing so will result in your being fined **\$350** for each person you allow in or out. If any of the people permitted entry or exit are also members they too will be fined **\$350** each for the same breach of security.
78. **Penalties / Fines for facilitating a "Tailgate" is \$350 per person permitted entry to the member facilitating entry and if the person or people who "Tailgated" is also a member then they too shall be fined another \$350 each.**
79. The fines and penalties will be deducted from the credit card held by the club when you took out your 24/7/365 access membership.
80. In addition each member shall have their membership cancelled immediately without redress.

YOUR PROXIMITY TOGGLE FOB KEY ACCESS CARD

81. You will need your Proximity Toggle / Fob Key / access card to access the club and must swipe this or these tags each and every time you use the health club.
82. If you lose or forget your proximity toggle / fob key / access card you may not access the club under any circumstances whatsoever during unstaffed / unmanned hours.
83. During staffed hours you may enter if you show photo ID to the club staff but this will be at the discretion of the staff on duty. You should not ask or expect another person to let you into the club at any time.
84. You must not let anyone else into or out of the club under any circumstances whatsoever at any time during unstaffed hours. Doing so will result in an immediate fine of **\$350** and the cancellation of your membership.
85. You may not let anyone else use your proximity toggle, fob key or access card. If you break this term, you will be fined and charged the "**Tailgate Fee**" of **\$350** and / or have your and their membership suspended or cancelled at the club's discretion.
86. If your **proximity tag, fob key or access card** is lost or stolen you must let the club know immediately and get a replacement within 7 business days or you may be refused club access. A new **replacement proximity toggle / fob keys fee of \$50** will apply for any replacements. Access card replacement fee of \$4 will apply.
87. This is the **Fee** charged to buy a **proximity toggle / fob key \$50**. for losing the original and so compromising the club's security and safety).
88. The original purchase cost of the **proximity toggle / fob key** is not refundable under any circumstances. It is stated that if you need a replacement **proximity toggle / fob key**, a **Replacement Penalty and Fee of \$50** will apply in all cases.
89. **NOTE: Authority to deduct Fees, Penalties, Tail Gate Fines** by nominating a credit card and / or debit card and / or nominated Debit Success account when joining.
90. It should be noted that you authorise our **Factoring Company (Debit Success otherwise known as our Biller**, to deduct from that account all **Fees, Fines, Penalties, Costs and other charges** you are responsible for under this **Agreement**. You must keep your Debit Success account and your nominated credit card details issued to the club up to date at all times

EMERGENCIES

91. (a) **The club** has a series of emergency panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency. Call Westfield Scentre Group Security on **040 999 4906**.

(b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use. You will also be fined a further \$350 for each trigger of a false alarm.

(c) You must have read & signed the club rules that outline the emergency and crisis response procedure stated. These edicts must be followed in emergencies.
92. **Show Caution at all times.** You must be cautious when entering, exiting and working out in our club. You must wear your main door toggle-proximity reader on a lanyard when appropriate. You must be aware of the position of all emergency / panic buttons whenever exercising alone or outside the club's staffed hours.
93. **Follow Staff Directions.** You agree to follow any reasonable direction of a member of the club staff relating to health, safety or security or related matters at all times.
94. **All 24/7/365** Proximity Toggle / Fob Key access membership holders wishing to use the club outside staffed / manned hours must **provide a valid authorised credit card** for the club to hold securely with the necessary authority to charge that same card **\$350** fees.
95. This legitimate fee to be charged to the member in the event that the club discovers abuse of the main club door's electronically secure access / egress system. The '**Tailgate Penalty**' will always be levied per person illegally given access by that member or their Fob Key / Proximity Toggle. The club will be legally bound to produce CCTV evidence of the illegal entry and so that member breaking safety, security, well-being edicts that have been signed up to by all 24/7/365 holders.

96. If you are fearful of any person or persons who force their way into the club when you securely open the door you are obliged to press the panic / emergency button & / or use the emergency phone near reception to call Westfield Secentre Group Security 040 999 4906 for assistance.

If you perceive the illegal entrants to be intruders you should exit the club as quickly & safely as possible while calling the police, Westfield Security or a staff member immediately. Advise them of the incident & make sure that you are safely out of the club.

PENALTIES THAT CAN BE CHARGED IMMEDIATELY TO YOUR CREDIT CARD:

- i) Proximity Toggle / Fob Key & Lanyard Fee \$25.
- ii) Replacement of a lost / stolen Proximity Toggle / Fob Key & Lanyard Fee \$50.
- iii) 'Tailgate' Fee \$350 per abuser (person) permitted entrance by you.
- iv) 'Tailgate' Fee \$350 per abuser (person) permitted entrance by your proximity toggle / fob key.
- v) 'Tailgate' Fee \$350 per abuser (person) permitted entrance by you loaning out your proximity Toggle / fob key to any third party.
- vi) If you are the 'Tailgater' of another member knowingly or unwittingly permitting you access you will be charged \$350 per illegal entrant.

Name: _____

E Mail Address: _____

Address: _____

Credit Card Type: _____

Bank Providing Credit Card: _____

Credit Card Number: _____

Credit Card Expiry Date: _____

Credit Card CVC: _____

Authority to charge this credit card \$50 or \$350 as per terms & conditions above:

Signature: _____ Printed Name: _____

Emergency Contact Name: _____

Emergency Contact Numbers: _____

Alternative Emergency Contact Name: _____

Alternative Emergency Contact Numbers: _____

I _____ hereby sign that I agree to the full terms and conditions laid out in these explicit terms and conditions of the 24/7/365 membership at Healthy Life Fitness Centre Hillarys.

Signature: _____ Date: _____

Staff Member Witnessing Signatures: _____

Printed Name: _____

Date: _____