



Account Terms and Conditions

Effective from 1st February 2014

Gym Payment Options

Rapid Fitness offers a variety of Gym Payment Options for payment of Gym Membership. These include Direct Debit, Credit Card, Cash, Cheque and Direct Deposit. Please choose the option that best suits your needs. You may change your Gym Payment Options at any time you like with a two week notice period in writing.

Your Commitment to us, yourself and your family

Rapid Fitness is a boutique gym. For you to be most effective in your gym training goals you need to be committed to your gym program. Your minimum contract with us is three weeks. After this all we ask is for two weeks' notice in writing should you decide to leave us. Remember your continual training in your program is vital for it to operate effectively.

Direct Debit / Credit Card Payment

A client may use Rapid Fitness Direct Debit Payment System to pay their Gym Membership. The client has payment options either weekly, fortnightly, monthly or term (refer Gym membership Plans). It is the clients' responsibility to ensure there are enough funds available in the nominated account to enable a Direct Debit Payment. A \$25.00 administration fee is charged to clients for all Direct Debit and Credit Card Payment failures (refer Direct Debit Payment failures).

Cash / Cheques / Direct Deposit

Clients may pay for their gym memberships by Cash, Cheque or Direct Deposit but only 3, 6 or 12 month pay up front memberships. The client is not able to receive a refund if they terminate their membership during a paid period, however they can place their unused membership on hold until they wish to reactivate it at a later date. A \$25.00 administration fee will apply to clients who present a bounced cheque.

Christmas / New Years Two Week Closure

Rapid Fitness Group Fitness Classes close once a year for two weeks during the Christmas and New Year's break. During this time the gym is still open. No discount is given during this period.

Public Holidays

All clients will continue normal Direct Debit Payments over public holidays.

School Holidays

Rapid Fitness is open during school holidays. Clients who will not be able to attend training during school holidays may request to place their memberships on hold or defer payments over this period (refer Change of Payment).

Direct Debit Payment Failure

If a Direct Debit Payment failure should occur for a client, the client will be issued an invoice with the overdue amount. This invoice will also include a \$25.00 administration fee. The client will be given fourteen (14) days' notice to make payment arrangements.

Change of Payment

Clients who wish to place their membership on hold, skip a payment period or cancel their membership may do so at no expense. Clients are to complete a Change of Payment form. These forms are available from reception upon request. A minimum of fourteen (14) days' notice is required for these changes. All accounts may be placed on hold at any stage with appropriate notice.

Termination of Membership

A minimum of 14 days' written notice is required by clients to terminate their Gym Membership. There is no charge for this service. This is done by completing a 'Change of Payment' form. Clients who terminate payments through their bank without notice will be passed to Debt Collection to recover unpaid monies. Please note that a signed contract is a legal obligation and is your responsibility to honour your commitments. Terminating payments at your bank does not release you from your financial obligations. Termination is not valid in the initial 3 weeks.

Recovery of Unpaid Accounts

It is the responsibility of the client to ensure their account is kept up to date. Outstanding monies are to be paid within 14 days to avoid the account being sent to debt collection. A \$25 administration fee applies to all dishonoured debts.

Debt Collection Charges

In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

Management's Right to Terminate Memberships

Management reserves the right to terminate memberships and contracts without reason or notice.

Gym Rules

Clients must adhere to the gym rules. These rules are found throughout the centre.

If you have any trouble with a client in the gym or are unsatisfied with our services, please advise us so we can improve our services for you. Your feedback is important to us.

Did you know we are on Facebook? Join today!

Client Name: _____

Client Signature: _____ Date: _____

Confirming Staff Member: _____ Date: _____

We remind you that our relationship is governed by our trading terms, which are detailed on www.rapidfitnessaustralia.com.au