



## Membership Agreement

Catalyst Mind and Body Performance (**Catalyst**) & the parties agree as follows:

### 1. Definitions and Interpretation

#### 1.1. Definitions

- a) **Facilities** means the health and fitness facilities of Catalyst at Unit 1, 187 Scarborough Beach Road, Mt Hawthorn, Western Australia, 6016.
- b) **Fee** means the fee payable (inclusive of GST) by the Member to Catalyst of the specified amount for the membership package and its services, per week.
- c) **Member** means the individual holding a Membership with Catalyst pursuant to this Membership Agreement.
- d) **Membership** means a Solo, Performance and Performance Plus membership.
- e) **Membership Agreement** or **Agreement** means this agreement.
- f) **Membership Benefits** means the benefits defined in clause 4.
- g) **Non-Member** means any person who is not a Member.

### 2. Agreement

- 2.1. Catalyst will provide the Member with Membership Benefits in exchange for payment of the Fee.
- 2.2. The terms of the Membership are governed by this Membership Agreement.
- 2.3. Catalyst may change any provisions of this Membership Agreement by providing 14 days' notice to the contact email provided by the Member in this Agreement.
- 2.4. Unless otherwise agreed to by Catalyst, Membership is ongoing. This Agreement will continue until either Catalyst or the Member terminates the Membership in accordance with this Agreement.
- 2.5. Membership is not transferable by the Member to any person.

### 3. Fee

- 3.1. The Fee is to be paid in full directly to Catalyst on the agreed upon day of the week, weekly, by direct debit as arranged from the Member's nominated credit card or bank account.
- 3.2. The Member will complete all necessary documentation as provided by Catalyst to facilitate direct debit arrangements from the Member's nominated credit card or bank account. Fees are non-

refundable.

- 3.3. The Member must ensure that the nominated credit card or bank account is able to accept direct debits and have sufficient funds available to pay the Fee on the debit date.
- 3.4. If any payment by direct debit is rejected by Catalyst's bank:
  - a) Catalyst will endeavor to notify the Member of this fact, using the contact details provided to Catalyst by the Member;
  - b) The rejected payments remain due and payable by the Member;
  - c) Failure to pay the agreed upon Fee when arranged, will result in a re-debit 3 days following the failed payment;
  - d) An additional fee will be payable each failed payment;
  - e) The Member's Membership Benefits will be suspended until such time that full payment has been received by Catalyst.
- 3.5. If the Member closes the credit card account or bank account which is subject to the direct debit authority, it is the Member's responsibility to provide Catalyst with a replacement direct debit authority over another approved credit card or bank account. Failure to provide a replacement direct debit authority will constitute a breach of this Contract and the provisions of clause 3.3 will apply.
- 3.6. Catalyst reserves the right to change the Fee by providing 30 days' notice to the Member to the contact email provided by the Member. The Member authorizes Catalyst and the direct debit company to debit the new amount of the Fee from the Member's the nominated credit card or bank account

#### **4. Membership Benefits**

- 4.1. During the term if the Member's Membership, the Member shall be entitled to access to the gym and to the use of the fitness equipment at Catalyst's Facilities.
- 4.2. The Member agrees and acknowledges that:
  - a) the Member's access to the gym and the fitness equipment is not exclusive;
  - b) the gym and the fitness equipment must be shared with other members of Catalyst;
  - c) Catalyst does not guarantee or warrant that the Member will have access to fitness equipment;
  - d) Catalyst purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness equipment or other equipment used in the gym;
  - e) Catalyst can cancel and/or close its Facilities at any time with no prior notice to the Member;
  - f) Opening hours are subject to change by Catalyst without notice to the Member.
- 4.3. The Member agrees to enter and use the Facilities entirely at their own risk and agree and covenant that they will engage in safe conduct and proper use of the equipment at all times.

#### **5. Termination by Member**

- 5.1. The Member may terminate this Agreement by providing Catalyst with written notice of intention to cancel the Membership (**Notice**).
- 5.2. Membership will be cancelled 30 days after the date of the Notice is received by Catalyst (**Notice Period**).
- 5.3. During the Notice Period, the Member;
  - a) is liable to pay the Fee;
  - b) subject to payment of the Fee, is entitled to Membership Benefits.

## **6. Member's Obligations**

- 6.1. The Member agrees to:
  - a) Abide by the rules and conditions as set by Catalyst regarding conduct at the gym (including sessions times and booking system) and use of the fitness equipment – which may be displayed on signage at Catalyst's premises;
  - b) Obey instructions given by the staff of Catalyst concerning the use of the fitness equipment;
  - c) Not do any act or engage in any activity which could cause damage or loss to Catalyst, the gym, the fitness equipment, or any item of property of Catalyst or any other member of Catalyst.
  - d) Not do any act or engage in any activity which causes or threatens harm against staff or Members;
  - e) Not do any act or engage in any activity which constitutes sexual harassment against staff or Members;
  - f) Not consume or possess any alcohol or intoxicating substance or illicit substance on Catalyst's premises or operate fitness equipment while under the influence of alcohol or an intoxicating substance or illicit substance;
  - g) Provide Catalyst with full and ongoing disclosure of any physical or medical conditions;
  - h) Not attend Catalyst's premises while the Member suffers from any illness, sickness or disease which is contagious;
  - i) Not grant access to the Catalyst premises to any Non-Members;
  - j) Complete any pre-exercise questionnaire, if required by Catalyst.
  - k) Ensure that all current contact details are provided to Catalyst.
  - l) Pay on demand for cost of repairing any damage caused to Catalyst Facilities including gym and fitness equipment, signage and glass.

## **7. Refusal of Entry, Suspension and Termination**

- 7.1 If Catalyst determines the Member has breached clause 6.1, Catalyst, may at its absolute discretion, do

any one or more of the following;

- a) Refuse entry to the Member to the Facilities for a period up to 30 days;
- b) Suspend the Membership for a period up to 30 days;
- c) Terminate this Agreement with immediate effect by giving notice in writing to the Member.

7.2 The Member remains liable to pay and agrees to pay the Fee during any period of refused entry, suspension and up to the date of termination pursuant to clause 7.1(c).

7.3 The member is entitled to a freeze period for their nominated membership, as determined by Catalyst and agrees to the conditions surrounding said freeze period.

## **8. Member Responsibility**

8.1. The Member warrants that the Member is in good physical condition and has had the necessary medical advice prior to Membership.

8.2. The Member will indemnify Catalyst against and hold it harmless from all demands, claims, loss, damage, expenses (including legal costs) and liabilities which Catalyst may have made against it or sustain in relation to any breach of this Agreement by the Member.

8.3. The Member accepts full responsibility and liability and the Member agrees to indemnify Catalyst against and hold it harmless from all demands, claims, loss, damage, expenses (including legal costs) and liabilities which Catalyst may have made against it or sustain as a result of any act, omission or negligence of any Non-Member granted access to the Facilities by the Member.

8.4. The Member is liable for and indemnifies Catalyst against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death caused or contributed by any act, omission or negligence of the Member.

## **9. Assumption of Risk for Personal Items**

9.1. Catalyst will not be liable for the loss, theft or damage occurring to the personal items of the Member. Personal items are left and/or stored on the premises at the member's own risk. Vehicles parked in or around the vicinity of Catalyst are parked at the Member's own risk. Catalyst will not be liable for the theft or damage to the vehicle or its contents.

10. The Member acknowledges and agrees that:

- a) The Member's use of Facilities is at the Member's sole risk and responsibility and that the Member is aware that exercise is physically demanding and participation in some activities may result in injuries, whether caused by the Member or another party.
- b) Catalyst is not liable to the Member for any injuries, death or illness that the Member sustains out of or in connection with the Member's participation in physical training within the Facilities provided by Catalyst.
- c) The Member assumes the entire and sole risk of participating in physical training in the Facilities and acknowledges and agrees that Catalyst shall have no liability whatsoever and howsoever

arising for any injury, illness or similar that the Member may suffer arising out of or connected with the Member's participation in physical training.

## **11. Privacy**

- 11.1. The Member acknowledges that during the process of entering into this Agreement and during the term of the Agreement, Catalyst will obtain access to personal information about the Member, such as information relating to the Member's health and financial position, and that Catalyst may use that information for the promotion of their own services but will not release information to third parties.
- 11.2. The Member further acknowledges that the Facilities use video surveillance equipment to monitor the Facilities for safety and security purposes, and acknowledges and agrees that by entering the Facilities, the Member will be subject to video surveillance.