

Charge CrossFit Terms and Conditions

These are the terms and conditions upon which Metal & Fitness Pty Ltd t/a Charge Crossfit (ABN 8315654671) ("**Charge CrossFit**") offers memberships for use of its facility. By purchasing a Charge CrossFit membership, you are acknowledging your acceptance of these terms and conditions.

1. MEMBERSHIP ACCESS

1. The Membership commences on the date stated on the Ezidebit direct debit agreement form or confirmed in an email to info@chargecrossfit.com.au.
2. Members have unlimited access to the classes during operating hours.
3. Memberships cannot be assigned or transferred to another person unless authorised by Charge CrossFit.

2. MEMBERSHIP TERMS

1. Charge CrossFit offers memberships for 3, 6 and 12 months as well as month to month ("**Membership Period**").
2. Membership fees vary and discounts apply to longer term Memberships. Membership fees are contained in Charge CrossFit's fee schedule ("**Membership Fee**").
3. Membership Fees are payable in a lump sum payment, monthly or fortnightly direct debit.
4. Membership Fees may be reviewed at any time by Charge CrossFit. You will be provided with 30 days' notice of any change to Membership Fees. If you do not accept the change to Membership Fees you may cancel your Membership. There will be no Cancellation Fees if you cancel your Membership before the date that the new fees will apply.
5. Memberships will automatically renew for the same Membership Period, unless cancelled by the Member in accordance with clause 5 below.

3. COOLING OFF

1. Memberships of more than three months are subject to a seven-day cooling off period.
2. If a Member cancels the membership with Charge CrossFit by 5.00pm on the seventh day of the initial Membership Period, Charge CrossFit will refund any Membership Fees paid, less the period for which the membership was used, and cancel any direct debit arrangement that applies.

4. DIRECT DEBIT PAYMENT

1. Direct debit payment options are available to Members through the Ezidebit service.

2. Members must comply with the EziDebit terms of use. Please check all direct debit documentation before signing.

5. MEMBERSHIP CANCELLATION

1. Charge CrossFit reserves the right to cancel Memberships if a Member breaches these Terms and Conditions or the rules of Charge CrossFit or if a Member gives false information to Charge CrossFit. If Charge CrossFit cancels a Membership, Membership Fees paid in advance will be refunded less any money owing to Charge CrossFit under these terms and conditions.
2. Subject to the following clauses, memberships can be cancelled at any time during a Membership Period with a minimum of 14 days' written notice to info@chargecrossfit.com.au prior to the end of the Membership Period. Memberships will remain active up until the next month within the Membership Period. Memberships that are cancelled within 14 days of the end of the Membership Period will remain active until the end of the next month within the Membership Period.
4. If a membership is cancelled Charge CrossFit will refund the member any Membership Fees paid in advance, less the applicable Cancellation Fee.
5. Cancellation Fees apply if a membership is cancelled during the Membership Period and vary depending upon the Membership Period. Members acknowledge that discounted Membership Fees apply to longer Membership Periods. Cancellation Fees are displayed at the gym. Cancellation Fees will not apply if you cancel your membership within the 30-day notice period of a fee increase.
6. Where the member pays by direct debit the Cancellation Fee will be deducted on the next direct debit payment date.
7. Memberships cannot be cancelled while there are unpaid Membership Fees owing to Charge CrossFit. To cancel your membership you must pay Charge CrossFit all amounts owing, before or at the time of cancelling a membership.

6. FAILURE TO PAY

1. Failure to pay Membership Fees may result in the cancellation of the Membership when:
 - (a) Membership Fees remain unpaid for 30 days after the due date; and
 - (b) The Member fails to pay three invoices issued by Charge CrossFit within a 12 month period.
2. Cancellation Fees apply to Memberships cancelled under clause 6.1.
3. Members will be liable to pay all expenses incurred by Charge CrossFit arising from a default in payment, including but not limited to debt recovery costs, legal fees and disbursements on an indemnity basis.

4. Ezidebt may also charge additional fees in accordance with their terms and conditions.

7. MEMBERSHIP SUSPENSION

1. Memberships may be suspended a maximum of twice per calendar year for a maximum total of two months.
2. Members must give Charge CrossFit written notice to info@chargecrossfit.com.au at least 14 days prior to date of suspension.
3. A fee of \$5 per week is charged for all suspensions which payable by the member which will be deducted from the member's bank account by direct debit on the day after the date of recommencement of membership.
4. A date of recommencement of membership must be given to suspend a membership.
5. The direct debit of Membership Fees will recommence after the suspension period has ceased.
6. Memberships cannot be suspended if membership payments are outstanding.

8. MEMBERS' RESPONSIBILITIES

1. Members must provide Charge CrossFit with a completed waiver form in person or online before commencing their first session.
2. Members agree to provide an accurate health and fitness profile prior and during engagement in an exercise program with Charge CrossFit.
3. When on the premises members must:
 - (a) act carefully and safely;
 - (b) comply with all reasonable directions given by Charge CrossFit;
 - (c) treat others with respect and engage in behaviour that is fair, inclusive, equal, and free from any form of harassment or discrimination; and
 - (d) comply with all laws.

9. USE OF WODIFY

Charge CrossFit requires bookings for all classes. Bookings must be made through the Wodify athlete platform. Members must sign in upon arrival using our sign in counter or through their own mobile device.

10. CANCELLATION OF PERSONAL TRAINING AND DROP IN SESSIONS

Cancellations of personal training sessions, drop-in sessions and any other bookings made where payment must be made in advance must be made 24 hours before the session start time. You will be charged the full amount of the session if you cancel within 24 hours.

11. OPERATIONAL & FACILITY

1. Charge CrossFit reserves the right to change or cancel the opening hours or scheduled times of any of our facilities, classes or services. Please check all timetables and member information for changes.
2. Charge CrossFit does not guarantee the availability of facilities or services.
3. To be a member and participate in classes at Charge CrossFit, you must be at least 16 years of age.
4. Unless authorised by Charge CrossFit, children aged between 6 and 15yrs can only participate as part of a CrossFit Kids/Teens membership if available or with an organised group by prior arrangement with facility management.
5. All property brought to the premises by Members is stored at the sole risk and responsibility of the Members, including if stored in lockers or designated storage areas.
6. Charge CrossFit is not liable for any loss or damage caused to a Members' property whilst on the premises.

I have read , understood and agree to the terms and conditions of my Charge CrossFit membership.