

Suspension

Minimum Period - 1 Month / Maximum Period - 12 Months

Only members that have suspension privileges may be suspended. A suspension form must be completed by the member prior to the period of absence otherwise the suspension will not be valid. In the case of temporary physical incapacity* that is validated by a medical certificate, no cost will be incurred by the member for the suspension. A copy of the certificate should be supplied in person or by fax to 4903 6250. All other suspensions will incur a fee of \$10.00 per suspension payable at the commencement of suspension. Suspension will not be backdated. The period for the suspension is added to the end of the membership term.

* A temporary physical incapacity is defined as an injury or ailment which prohibits the member from participating in any kind of physical activity offered by the Health Club (including pregnancy).

Cooling Off

7 Days

There is a seven (7) day cooling off period for all prepaid term memberships of three (3) months and longer. Any refund request must be in writing during the cooling off period and will be subject to a deduction of the administration fee and fees for the services received. Except for permanent physical incapacity, which must be validated by an official medical document, membership is non refundable for any other reason or circumstances, including but not limited to non-use, re-location, change of mind, employment, too busy, health or personal problems. Where a refund is offered, the Health Club agrees that it will be paid in full within fourteen (14) days of its application being accepted. The \$25.00 administration fee is non-refundable.

Non-Payment

I accept responsibility for any administrative costs incurred by Balance Health Clubs as a result of non-payment or late payment of fees, including bank dishonour fees. I further acknowledge that outstanding accounts referred to a debt collection agency, after all other avenues of collection have been exhausted, will attract an additional charge calculated on a full fee recovery basis to Balance Health Clubs (net of any collection costs).

Membership Card

Membership cards are not transferable** and must be shown on every visit to gain entry. Photo identification is necessary with Health Club Membership purchase and an ID photo will be taken for the Health Club database records. Members must get a replacement card if their card is lost or stolen at a cost of \$2. These can be organised through any Club Help Desk or Balance Reception.

**If a member has allowed his/her membership card to be used by another person, the person to whom the membership card was issued forfeits all claims and rights to the card and ceases to be a member and the card will be retained. Contract is then subject to full cancellation fees.

Privacy Act

All information submitted by you to manage and deliver the service you require is kept secure according to the Privacy Policy developed by The Wests Group Australia, which complies with the Privacy Act 1988 (as amended). We do not disclose personal information to any other person or business to use for their promotion. By signing on to this membership and other promotions you are authorising the operators to contact you by email or SMS from time to time with information and promotions pertaining to The Wests Group Australia unless you have opted not to receive information from us. For more information on our Privacy Policy visit www.westsnewcastle.com.au or ask for a copy at Reception. We reserve the right to modify this Privacy Policy at any time. If it is changed, the changes will be posted on www.westsnewcastle.com.au so that you are always aware of the sort of information collected, how that information may be used and under what circumstances it may be disclosed by us.

Acknowledgement

I hereby agree and abide by the policies and guidelines set by Balance Health Clubs in relation to the use of all facilities. I will conduct myself appropriately and follow reasonable directions of Balance Health Club staff and management whilst I am on or about the premises. I acknowledge that if I fail to comply with any such policies or directions or otherwise engage in behaviour which is offensive or disruptive to Balance Health Clubs or other members, I may be asked to leave the premises, forcibly removed if necessary and/or have my membership cancelled. This contract is then subject to full cancellation fees.

Responsibility

I am aware that my use of the premises and its facilities and my participation in the classes and programs conducted by Balance Health Clubs may involve strenuous activity and risk (special or otherwise) associated with such use and participation. I release Balance Health Clubs and its directors, employees, contractors, and agents (the 'staff') from all liability and responsibility whatsoever. This includes personal injury, property damage or death howsoever caused, but not limited to the negligence (whether passive or active) of Balance Health Clubs or its staff or any other person using the premises. Please refer to the Personal Responsibility Act 2002 for more information.