

MONTHLY MEMBERSHIP / DIRECT DEBIT

SPECIAL TERMS AND CONDITIONS
VERSION 1.1



These terms and conditions (**Monthly Membership / Direct Debit Special Conditions**) will apply where you have selected a monthly periodic membership on your application form (**Monthly Membership / Direct Debit**).

1. Monthly Memberships / Direct Debit and payment

- 1.1 You agree to pay for your Monthly Membership monthly in advance by direct debit from the bank account you nominate on the application form, or such other account that you subsequently notify Unigym of in writing. If you sign your application form for a Monthly Membership / Direct Debit you thereby authorise Unigym to direct debit your nominated account to facilitate the monthly payment for your selected membership (as increased in accordance with the General Conditions) (**Monthly Fee**).
- 1.2 You understand that the Monthly Fee will be deducted from your account on or about the 15th of each month.
- 1.3 On the date your application is accepted and processed, you must pay Unigym the following amounts by cash, credit card, EFTPOS or cheque:
 - a. a joining fee of \$75; and
 - b. a pro rata amount of the applicable Monthly Fee from the joining date until the next 15th of the month.
- 1.4 If your Monthly Membership / Direct Debit is cancelled for any reason and you reapply for a further Monthly Membership / Direct Debit, the payments listed in clause 1.3 will again need to be paid to implement a new Monthly Membership / Direct Debit.
- 1.5 You understand that your Monthly Membership / Direct Debit entitles you to access the Facilities and general Unigym Activities but that personal training is not included in the Monthly Fee and personal training will be covered under other Special Conditions.

2. Payment by direct debit

- 2.1 Unigym will regularly debit your Monthly Fees from your nominated account on/or about the 15th of each month however if the 15th is not a business day, Unigym will debit your account on the following business day. Please note that debits may take up to 5 business days to come out of your nominated account.

- 2.2 In applying for Monthly Membership / Direct Debit you agree to:
 - a. ensure that your nominated account can accept direct debits (your financial institution can confirm this);
 - b. ensure that there is enough money in your nominated account on the payment day and the 5 following business days to enable the Monthly Fee to be debited;
 - c. advise Unigym at least 10 business days in advance if you propose to transfer or close your account;
 - d. not advise your bank to stop deducting the Monthly Fee from your nominated bank account prior to your membership being cancelled in accordance with these Special Conditions.
- 2.3 If the Monthly Fee cannot be debited from your nominated account (for example because your financial institution does not allow direct debit or your account is closed or has insufficient funds) then Unigym will contact you via your email address listed on file or where none is listed at your last known place of address and will require you to promptly make the following payments:
 - a. payment for the Monthly Fee which Unigym had attempted to direct debit from the account;
 - b. payment for any default fee charged by your financial institution to Unigym for unsuccessfully attempting to direct debit the Monthly Fee.
- 2.4 Until alternative arrangements satisfactory to Unigym are made, and the amounts referred to in clause 2.3 are actually paid, Unigym will place a note on your membership file blocking your access to the Facilities.
- 2.5 If the amounts referred to in clause 2.3 remain unpaid after written demand by Unigym for the same, you acknowledge that the total amount will be a debt that Unigym may recover against you, including by using the services of a registered collection agency.
- 2.6 If over the course of your Monthly Membership / Direct Debit a pattern of default emerges in relation to your direct debit payments then, in addition to cancelling your Monthly Membership in accordance with clause 4 below, Unigym may refuse any future applications for membership.

3. Your cancellation of your Monthly Membership / Direct Debit

- 3.1 You may cancel your Monthly Membership / Direct Debit without reason by completing a cancellation form and delivering it to Unigym at any time and the following charges will be applicable.
- 3.2 Provided that the cancellation form is given to Unigym at least 10 business days before the next impending 15th day of the month, your membership will be cancelled on receipt of the form and no further Monthly Fees will be debited from your bank account. However, if you cancel your membership closer to the 15th, the Monthly Fee for the following month will be debited and if this occurs it will not be refundable. You may however continue to enjoy your membership rights up until the date to which you have paid.
- 3.3 In addition to any Monthly Fee payable under clause 3.2, you will also be required to pay the following amounts in cash or by credit card when you deliver your cancellation form to Unigym:
 - a. a \$35 exit fee (except where clause 3.4 applies);
 - b. an amount for any Unigym Activities supplied to you but not paid for at the time of cancellation; and
 - c. any other outstanding amounts owing to Unigym.

- 3.4 You will not be required to pay the \$35 exit fee where:
- a. you have had a Monthly Membership / Direct Debit for 12 successive months or longer;
 - b. cancellation occurs because a change referred to in clause 1.3 of the General Conditions has taken place and Unigym has formed the view (based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change; or
 - c. cancellation occurs further to clause 8.3 or clause 8.4 of the General Conditions.

4. Unigym's cancellation of your Monthly Membership

- 4.1 Where Unigym cancels your membership under the General Conditions, clause 3 of these Special Conditions will apply to the calculation of amounts payable by you in such circumstances except where your membership has been cancelled for:
- a. damaging the Facilities or stealing the equipment; or
 - b. damaging or stealing the belongings of other users of the Facilities in which case Unigym may in its discretion refuse to waive the \$35 exit fee which would otherwise apply under clause 3.4. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.
- 4.2 Where Unigym cancels your membership because of you not paying outstanding amounts owing under clause 2.5, then clause 3.3 only will apply to the amounts you will be required to pay and Unigym will not waive the \$35 exit fee. Additionally, where your membership is cancelled under this clause but you subsequently pay outstanding amounts, Unigym may refuse future applications for Monthly Membership / Direct Debit by you.

5. Health Screen

- 5.1 In addition to the requirement that you complete a Health Screen when you join, you must also complete one between 1st and 28th or 29th February where your Monthly Membership / Direct Debit continues over that period.
- 5.2 If you do not fill out a Health Screen when requested, Unigym may cancel your Monthly Membership immediately and clause 3 of these Monthly Membership / Direct Debit Special Conditions will apply.

6. Time Stoppage

- 6.1 Time stoppage is not available for Monthly Memberships / Direct Debit.

7. Transfer of membership

- 7.1 Your Monthly Membership / Direct Debit is not transferrable.



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