

# MEMBERSHIP AGREEMENT

FIRST NAME	SURNAME	DATE OF BIRTH
HOME PHONE	MOBILE	WORK
ADDRESS		
SUBURB	POSTCODE	
EMAIL		
+ EMERGENCY CONTACT NAME	CONTACT NUMBER	RELATIONSHIP

## MEMBERSHIP DETAILS

The Term of your membership will commence on     /     /     .

You will continue to be debited the membership fee as described below on a monthly basis until you provide

**Physio Gym™ physiotherapy** with written request to cancel your membership and cease payment of such fees.

MEMBERSHIP OPTION	INITIAL TERM	PAYMENT OPTION	AMOUNT	FIRST PAYMENT DUE
		<input type="checkbox"/> eDEBIT (fortnightly) <input type="checkbox"/> Up Front	\$	

WHAT YOUR MEMBERSHIP INCLUDES

Notes:

## MEMBERSHIP COMPLETION

By signing this agreement, you agree to adhere to the terms and conditions of the use of **Physio Gym™ physiotherapy** Facility.

You have been supplied and agree to the terms and conditions  \_\_\_\_\_ (Please Initial)

Do you consent to **Physio Gym™ physiotherapy** sending you relevant reminders via SMS or Email? Yes  No

MEMBER SIGNATURE	PRINT NAME	DATE
<p><i>If the member is under the age of 18, a Parent or Guardian must sign on their behalf below.</i></p>		
PARENT/GUARDIAN SIGNATURE	PRINT NAME	DATE

### OFFICE USE ONLY

Card Number	Member Number	Exercise Clearance	Prescribed by

## THE AGREEMENT

1. Your Membership Application to **Physio Gym™** physiotherapy has been accepted by us on the terms and conditions contained herein. Membership entitles you to the use of the services and facilities only on the terms and conditions outlined in this Agreement. Any additional facilities, services or privileges will attract additional fees charges at your cost, unless otherwise waived by us in our sole discretion. You agree to abide by all of the rules of conduct, dress and use of equipment and services at **Physio Gym™** physiotherapy, which rules are displayed within each of the **Physio Gym™** physiotherapy premises and as outlined in this agreement.

2. You agree that your entitlement to the use of the services for the agreed term is non-transferable, non-refundable, and non-suspendable except for the specific circumstances outlined herein. We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without notice:

- Where we, in our discretion, deem your behavior in our facilities to be inappropriate ;
- where you display behavior that we consider to be inappropriate towards our staff or other members, agents, visitors or clients, including but not limited to behavior that is harassing, discriminatory and/or threatening in nature; and
- Where you have intently, willfully and repeatedly ignored safety instructions from our staff, including but not limited to the safety requirement of the use of the equipment contained within our facility and thereby placing yourself and/or other persons within our facility at risk;
- Where you have intently, willfully and or damages the equipment in our facility.

3. Members whose Contract Periods are 6 months or more shall have their membership fee continued to be debited monthly after the Contract Period expires, and their membership will be month by month until and unless members provide, in writing, a notice of termination of their membership. **Physio Gym™** physiotherapy requires least 30 days notice of any termination or cancellation of membership.

4. By entering into this Agreement, you consent and acknowledge that **Physio Gym™** physiotherapy shall continue to debit your account monthly unless and until you provide written notice to **Physio Gym™** physiotherapy of your termination of your membership, and that such notice must be at least 30 days prior to the date of cancellation.

5. **Physio Gym™** physiotherapy reserves the right to change, amend and update the terms and conditions of its membership and the rules relating to the use of the **Physio Gym™** physiotherapy facilities as it sees fit, at its discretion. The most current terms and conditions and rules of conduct shall be available on the **Physio Gym™** physiotherapy website.

## MEMBERSHIP DEFINITIONS

### Member's Package And Agreement

A member's package and benefit entitles the member to access particular areas and services of **Physio Gym™** physiotherapy. The type of membership chosen is described on the front of this agreement. The construct of equipment access and services will be determined by the **Physio Gym™** physiotherapy membership.

**Contract Period** is the agreed length of the contract.

**Direct debit request** moneys for the fortnightly payment of your membership will be deducted by the company **eDebit** on behalf of **Physio Gym™** physiotherapy from your nominated account or from your credit card. A fee of 2.5% is automatically added for credit card transactions. A service agreement with **eDebit** will be required prior to commencing your direct debit request.

**Pre-Paid Membership** is a memberships agreement where payment is made upfront at commencement of the agreement for a fixed period.

### Definition Of Each Membership

**General Gym Membership:** exercising on cardio, machine and free weights. In order to use studio equipment, member must be trained and approved for solo use by physiotherapist or exercise physiologist. Floor classes are included. The number of classes you can attend is determined by management, at a minimum you are entitled to one class per week.

Floor classes are mainly conducted by either Physiotherapist, Exercise Physiologist, Exercise Scientist or Physio Aids. They have higher numbers and less supervision. The routine is often set and specific adjustments to your program must be more self-directed. If you are concerned it is advised you discuss with the class instructor your needs prior to the class and seek to do individual sessions with the instructor to help devise alternative exercises to do during the class that is appropriate and safe. At times management may require to bring in non-allied health trained instructors.

**Studio Membership:** Pilates Studio classes using Reformer, Wunda Chair, Cadillac; **GYROTONIC®** Method. These classes are conducted by physiotherapist and exercise physiologist. Clinical notation is required for these classes so pre-booking is essential. This membership may only be granted to you once the therapist considers that you are confident and safe to join in group class learning. Studio classes are specific and you may be asked to follow a set routine unique to you and to document your program as you proceed during the class. The class may be assisted by physiotherapy aids or students.

**Studio Membership Packs:** **GYROTONIC®** Method equipment and the Pilates: 5, 10 and 20 pack options are available at a discount offered as per management promotions. These packs are time limited and have an

expiry date set by management. You cannot commence a studio class without a personal 1:1 initial assessment and a training session, a minimum of 2 sessions. The instructor reserves the right to ask you to attend personal 1:1 training sessions to safely progress your repertoire.

### Service Membership Packs

5, 10 and 20 pack options are available at a discount offered as per management promotions. These packs are time limited and have an expiry date set by management.

### Short Term Membership

Any membership contract period less than 3 months duration, these memberships cannot be on direct debit request and must be a pre-paid membership, unless otherwise directed by management. For the general gym component, only one floor class per week is allocated to the member.

### Long Term membership

Any membership term greater than or equal to 3 months. A direct debit request is available to these members. General gym component entitles member to unlimited floor classes.

### Off Peak Membership

Entitles the user to have gym access between the hours of 9am and 3pm and must leave the premises promptly at 3pm. Service and studio packs expiry

Package services have the following expiries, unless otherwise stipulated by management

- 5 packs expires in 10 weeks
- 10 packs expires in 20 weeks
- 20 packs expires in 20 weeks

### Lifestyle Classes Or Lifestyle Classes Indicated

The Beat It lifestyle classes are not included as part of any membership and must be billed separately. Members may be entitled to a discount for these classes.

### A Start Up Training Session

May be conducted at the **Physio Gym™** physiotherapy by Physio Assistance, Exercise Scientist, Exercise Physiologist or Physiotherapist, it includes:

1. Induction to **Physio Gym™** physiotherapy as a member
2. Introduction to basic equipment and safety.
3. Development of a basic program.
4. Introduction to the facility

### Physio Gym™ physiotherapy Crèche

Gym members will be entitled to use the **Physio Gym™** physiotherapy crèche facilities for their children (6 weeks to 5 years of age), at a cost additional to their membership fee. This will be per use and payable on the day of attendance or booking. Bookings are mandatory, and must abide by the 24hr cancellation policy and terms of the crèche, outlined in the crèche handout. At no time are children to be left in the facility whilst the parent or guardian leaves the building. No child should be left unsupervised whilst using the gym equipment, or attending a class.

### Membership Cards

The card will entitle the member access to the entitlements of their specific membership. Members must use their card to enter the facility. They must swipe their card on the appropriate card reader to signify if they are attending to 1. Use the gym or attend a floor class, 2. Attend a studio class and 3. Do a physiotherapy or personal training session.

### Administration Of Agreed Physiotherapy Sessions

The delivery of physiotherapy and exercise physiology sessions is specifically designed for learning and rehabilitation purposes. A time frame for delivery of the service is outlined in your membership portfolio or prescribed by your treating therapist. The time frames are specifically set and must be used within that period, they cannot be accumulated. The time frame for the administration of these sessions are only negotiable under special circumstances or if required to be adjusted for medical and rehabilitation purposes. The therapist may limit the training sessions at their discretion. The therapist used over the training period will be determined based upon availability and may vary.

### Safe Use of the GYROTONIC® Method Equipment and the Pilates Equipment

**Physio Gym™** physiotherapy offers a unique environment for members to practice their independent programs on the **GYROTONIC®** Method equipment and the Pilates equipment. You cannot use the equipment until you are deemed safe and competent by your treating credentialled therapist (in the specific technique). If you are unsure about use of the equipment then consult with a credentialled therapist about safe instruction. If staff see unsafe use or procedures not being followed then your use of the equipment can be restricted until you are proven safe.

### Age Restrictions

Minors (under the age of 18) need to obtain clearance from the Physiotherapist or Exercise Physiologist in order to undertake a membership at **Physio Gym™** physiotherapy.

### Personal Training

Certificate VI personal trainers cannot be utilized as part of your membership as they are not employed by **Physio Gym™** physiotherapy. If you seek personal training staff will put you in contact with an appropriate person.

## RULES AND ETIQUETTE OF Physio Gym™ physiotherapy

Terms of entry at **Physio Gym™** physiotherapy as per displayed in **Physio Gym™** physiotherapy.

## THE TERM, CANCELLATION, AND PUTTING MEMBERSHIP ON HOLD

### Initial Period

The term of the membership will be known as the initial period. Upon expiry of the initial period, the membership will continue on a month-to-month basis and in accordance with this agreement.

## Conditions Of Cancellation

You can only cancel your membership prior to the expiry of the initial period if:

- At least three quarters of the period has expired,
- You become subject to medical incapacity or
- If you relocate to an area not within 25 kilometres of **Physio Gym™** physiotherapy's premises.

For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction. If you have a medical condition a medical certificate from a general practitioner (GP) certifying that you are permanently sick or incapacitated from undertaking any exercise regime for a period of not less than three quarters of the initial period. In the case of relocation, a letter from the real estate or similar agent certifying you are moving from your premises and stating when it is to occur and where you are relocating to. In either of these cases, you may choose to:

1. pay a cancellation fee of \$200.00 to **Physio Gym™** physiotherapy providing thirty (30) days written notice or
2. defer the balance of the initial period to a date agreed with the management.

### Non-refundable Memberships

Memberships paid in full upfront shall be non-refundable, but transferable to a nominated friend, relative or associate for the unused portion of the membership at the time of cancellation. Any Membership or after sales programs of three (3) months or less shall be non-refundable.

### Cancellation After The Initial Period

If your membership is on a month-to-month basis such that your initial period is over, you can cancel your membership if you give thirty (30) days notice in writing. Your termination notice period starts only after we send back to you our written confirmation of receipt of your termination notice, which we shall do within seven (7) days of the date we receive your termination notice, and after your next direct debit occurs. Where either party terminates your membership any fees that you have not paid (for example, if you had not paid for the previous month) will need to be paid or we may take action to recover the outstanding payments.

If you elect to cancel the membership:

- any amounts paid to date of cancellation shall be non-refundable;
- any amounts then due and payable and unpaid shall be immediately recoverable without the necessity of any formal notice or demand; and
- any amounts which, but for the cancellation of the Membership, would have become payable during the initial period, shall be paid by you on the date on which, but for the cancellation, the amount would have become payable, and if not paid, shall be immediately recoverable without necessity of any formal notice or demand.

### Seeking Reductions Or Returns

You cannot seek any reduction in your membership fees if **Physio Gym™** physiotherapy is closed for the following reasons:

- Public holidays
- Training and education courses
- The gym cannot be staffed appropriately
- Classes are cancelled or changed
- The facility is hosting training
- Treating practitioners are sick or
- The gym temporarily closes due to a safety risk

**Physio Gym™** physiotherapy will endeavor to give as much notice as possible for the above circumstances.

### Memberships Put On Hold With A Holding Fee

You can put your membership on hold for a maximum of four (4) weeks, in multiples of two (2) weeks during the initial period with a fee of \$10.00 for each fortnight, payable in advance provided that all amounts payable for membership dues are paid up to date. Additional periods, no longer than one third of the initial period of your membership are available for travel upon production of supporting documentation. You must apply in writing at least fourteen (14) days prior to the commencement of the holding period.

## PAYMENT TERMS

### Advanced payments

All membership fees are to be paid by the member in advance. If any amounts are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you.

### Forfeited Payments

**Physio Gym™** physiotherapy may, in their absolute discretion treat any situation where any amount payable remains unpaid for more than fourteen (14) consecutive days after the due date, as a cancellation by you of the agreement and to notify you accordingly. Any monies outstanding for other services may be automatically deducted from the supplied account or credit card details if not paid in person.

### Changes In Fees

We reserve the right at any time after the initial period, to increase the fees to be charged, and will use reasonable means to give written notice to the most current address you have supplied at least one month prior to this occurring. Nothing contained in this Agreement shall render **Physio Gym™** physiotherapy for any purpose other than the collection of moneys due and payable under this Agreement.

### Start Up Fees

A start up fee applies when you join or renew your membership. It is not refundable, even if you cancel during the cooling off period. The amount is on the membership

[Cont next page](#)

I agree to these terms and conditions

(Please Initial)

agreement. If you decide to defer your start up fees then they will be included in an agreed manner into your direct debit so that you will be charged a higher fee until you pay the fee over an agreed period.

#### Cooling Off Period

Is a 48hr period after signing the contract that the client may terminate the contract. During this period the start up fee will not be reimbursed.

#### Notice of an offer

**"I acknowledge that I have been given the option of choosing a membership based on either periodic billing or pre-payment. I have chosen to pay my membership by periodic billing/pre-pay my entire membership fee (delete whichever does not apply)."**

### YOUR RESPONSIBILITIES AND HEALTH

#### Liability

Your use of **Physio Gym™** physiotherapy equipment and the facilities must be conducted in a safe, correct and proper manner. If you are in any doubt as to how to operate any equipment, or if the equipment is not appropriate for you to use you should consult a member of staff before use. You are responsible for any damage which you or your guest may cause to the facilities.

You agree to indemnify and forever hold harmless any loss, injury or damage suffered by you or by **Physio Gym™** physiotherapy, its guests, staff or other members where such loss, injury or damage has been caused by your willful or negligent conduct.

#### External Contractors

Some contractors provide some of their services, such as personal training, group training, **GYROTONIC®** and Pilates instruction, at **Physio Gym™** physiotherapy. In the case when fees for services are paid directly to these contractors we take no responsibility for the fees paid to these contractors. Any claim which you might have as a result of an act or failure to act by such a contractor (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of, that contractor and not **Physio Gym™** physiotherapy. You hereby release, indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor in **Physio Gym™** physiotherapy.

#### Medical History

If you have any major physical or mental illnesses, disability or dysfunction a medical clearance from your treating doctor is required. **Physio Gym™** physiotherapy reserves the right not to allow membership if your condition is considered by **Physio Gym™** physiotherapy to be unsafe and/or a liability.

#### Rehabilitation, Management And Prevention

If you intend to take a membership for the purpose of physiotherapy prescribed physical rehabilitation, management and prevention you are required to be assessed by the physiotherapist to determine your suitability for independent or class exercise in **Physio Gym™** physiotherapy. **Physio Gym™** physiotherapy reserves the right to deem you as unsuitable for membership, independent and group training.

#### General Health

Upon initiating your membership with **Physio Gym™** physiotherapy a general health medical assessment form ascertains the condition of your health is issued. If **Physio Gym™** physiotherapy considers a medical or physiotherapy assessment is required before the issue of a membership, then it reserves the right to prevent your access to the Gym, Studio and floor class facilities and services.

You promise and represent on the date of signing these membership terms, and you repeat such warranty and representation each time you use our facilities, that your medical condition has not worsened in such manner to put you at risk of further injury, and that you are in sufficient physical condition to be engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition.

*We strongly advise you to take advice from your medical doctor prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise.*

#### Injury On The Premises

We give you warning that, whilst on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members **Physio Gym™** physiotherapy is not liable for these injuries. Also that the company shall not be liable for any death, personal injury or illness occurring upon the **Physio Gym™** physiotherapy premises or as a result of the use of facilities and/or equipment provided, except to the extent that such death, personal injury or illness arises from the gross negligence of the **Physio Gym™** physiotherapy premises in which the death, personal injury or illness occurred.

Any damages payable by **Physio Gym™** physiotherapy shall be capped at a maximum amount of \$20,000.00 should it be found that **Physio Gym™** physiotherapy was liable as described herein.

#### Loss or damages

**Physio Gym™** physiotherapy shall not be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by you or your guest, occurring on the premises.

#### Warranties

All implied warranties, terms and conditions shall, except where otherwise provided by statute, be excluded from this Agreement. Save as may otherwise be provided in this Agreement, the company's liability for any breach of this agreement is, only if capable of limitation, hereby limited

to, at the discretion of the company: (a) the supply of the services again; or (b) the payment of the costs of having the services supplied again.

#### GENERAL TERMS

Our operating hours can be obtained by visiting [www.physiogym.net.au](http://www.physiogym.net.au). We cannot guarantee that we will not need to add, change or remove rules, conditions of membership, including but not limited to this agreement, opening and closing hours and the services and facilities offered by **Physio Gym™** physiotherapy from time to time.

You must keep us informed of any changes of address, email address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership.

This Agreement will be subject to Australian Law and the Courts of Australia will have jurisdiction over any disputes in relation to it. This Agreement represents the entire agreement between us in respect of the subject matter and supersedes all prior representations, agreements or understandings whether written or oral in respect of the subject matter.

**Physio Gym™** physiotherapy may assign its respective rights under and the benefit of this agreement. Without derogating from the generality of the foregoing **Physio Gym™** physiotherapy shall be entitled to assign the provision of the services to the owner of another like-minded facility ("**Assignee Facility**") provided the Assignee Facilities no more than 20 kilometers distance from **Physio Gym™** physiotherapy.

If any part of this Agreement is or becomes void or unenforceable, in consequence of any determination by a Court or Tribunal or Statute in a jurisdiction that part is or will be severed from the agreement for that jurisdiction so that all parts that are not or do not become void or unenforceable in that jurisdiction remain in full force and effect and are unaffected by that severance. The validity and enforceability of that part in any other jurisdiction is not affected. No alteration to this agreement or cancellation thereof nor alteration to the payment terms or billing arrangements contained herein can be made without the prior written agreement of the company. Notices required to be furnished by one party to another shall be in writing and addressed to the address of the addressee appearing in this Agreement or at such other address as the addressee may from time to time advise the addresser in writing.

#### Issues With Outside Providers

Personal Trainers, Class Instructors, External Physiotherapists, Exercise Physiologists

If you make a claim because of something an external contractor has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from, and hold us harmless from, any claim resulting from an act or omission by the contractor. Wherever we can we will help you resolve issue with the external contractor.

#### Privacy

Although the Owner will use its best endeavors to respect the confidentiality of any personal information acquired by the Owner from the Member, there may be occasions when, in the Owner's discretion, such information may need to be disclosed to a third party in which case the Member authorises the Owner to so disclose. In the course of establishing your membership with you and during the term of your membership we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). The Company will only use, disclose or deal with such information in accordance with our Privacy Policy, a full copy of which is available by contacting us on [info@physiogym.net.au](mailto:info@physiogym.net.au)

#### Warning Under The Competition And Consumer Act 2010 Restrictions On Your Right To Sue

Under the Competition and Consumer Act 2010 (the Act), several conditions are implied into agreements for supplying certain goods and services. These guarantees mean that we guarantee the services we supply to you are

- Rendered with due care and skill
- Fit for any purpose you have told us you are acquiring the services for or for a result which you have told you wish the services achieve, and
- Will be supplied in a reasonable time

Under section 32N of the Act, the supplier is allowed to ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue the supplier under the Act if you are killed or injured because the services were not rendered with due care or skill, or they were not reasonably fit for their purpose, are excluded, restricted or modified as set out in these terms and conditions.

The changes to your rights in these terms and conditions, does not apply if your death or injury is due to the suppliers gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) regulations 2004.

#### Your Promise

You promise: To make sure that you know how to exercise safely, by asking if necessary.

To use your best endeavors to exercise safely.

You will not take valuables into the practice, even if you plan to use a locker or bag shelf supplied.

#### Complaints

If you are unable to resolve a complaint about your gym membership with **Physio Gym™** physiotherapy management then you can contact Fitness Australia in writing:

Complaints Administration Officer Fitness Australia  
PO Box 6453 South Sydney Corporate Park  
Alexandria NSW 2015  
Phone: 1300 211 311 Email: [info@fitness.org.au](mailto:info@fitness.org.au)

### DIRECT DEBIT THROUGH

#### **Physio Gym™** physiotherapy WITH eDebit

#### Direct Debit Request (DDR) service agreement

This document also serves to outline our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Universal Motion Physiotherapy Pty Ltd trading as **Physio Gym™** physiotherapy and you. Direct Debit arrangements pertain to requests to deduct money from your financial institution account. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

#### Drawing Arrangements

The first drawing under this Direct Debit arrangement will occur on the nominated date. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice to the address you have given us in the Direct Debit Request. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you to the extent specifically required by law; or for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### Your Rights

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by:

- telephoning us on (02) 9569 5899 during business hours;
- writing to: **Physio Gym™** physiotherapy Front of House Manager PO Box 111, Leichhardt 2040 or email [info@physiogym.net.au](mailto:info@physiogym.net.au)

#### Enquiries

Direct enquiries should be made to us in the first instance, and should be made five (5) working days before the next drawing.

#### Disputes

You should check your account statement to verify that the amounts debited from your account are correct. If you believe that there has been an error in debiting your account, you should notify us directly by telephoning (02) 9569 5899 and confirm that notice in writing with us as soon as possible so that we can resolve your query quickly. Alternatively you can take it up with your financial institution. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

#### Your Commitment To **Physio Gym™** physiotherapy

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- There are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

If there are insufficient clear funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. You may also incur fees or charges imposed or incurred by **Physio Gym™** physiotherapy; and you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

Universal Motion Physiotherapy Pty Limited Trading as Physio Gym (ACN 121 498 342) and licensed to use **Physio Gym™** physiotherapy trade marks as agreed with UMP Holdings Pty Ltd.

**GYROTONIC** is a registered trademark of Gyrotonic Sales Corp and is used with their permission.

Your obligation under Periodic Billing Membership Contract **"I acknowledge that unless I provide written notice of termination of my membership prior to the end of the minimum period of my Periodic Billing Membership Contract, my membership fees will continue to be deducted until 30 days after I provide written notice of termination to the Fitness Centre. I understand that the Fitness Centre must respond to its receipt of a written termination notice within 7 days."**

I agree to these terms and conditions

(Please Initial)