1 Welcome! Here's what you need to know about the start of your membership:

1.1 ASPC Membership

Membership Requirements

To be eligible for an ASPC Membership, you must:

- have previously held a membership with ASP; or
- be an athlete with acceptable training experience; or
- evidence at least 1 year weight training experience; or
- have purchased an ASP Training Package

Membership Entitlements

An ASPC membership entitles you to use of ASPC during normal operating hours, in line with these Terms and Conditions and Centre Code.

1.2 Membership Type

Foundation Membership

- 12 month minimum commitment.
- Only 100 available; not transferrable.
- Allows full use of ASPC.
- Valid for new ASPC Members only.
- Notice of cancellation required (see 3.3).

ASPC Membership

- 12 month minimum commitment.
- Allows full use of ASPC.
- Notice of cancellation required (see 3.3).

ASPC Premium Membership

- 1 month minimum commitment.
- Allows full use of ASPC.
- 4 complimentary Strongman Sessions per month.
- Additional 5% off supplements sold from ASPC.
- Notice of cancellation required (see 3.3).

Strongman Session

- Guided ASPC training session with up to 10 people.
- Valid for scheduled time of session only.
- Restricted use of ASPC.
- Payment made in advance of session.

Strongman Membership

- Monthly upfront cost.
- Restricted use of ASPC.
- Unlimited ASPC Strongman sessions.
- Valid for 30 days from payment.

Casual Visit

- Valid for calendar day of purchase only.
- Allows full use of ASPC.
- Payment made in advance of visit.

1.3 Startup Fee

When you join or renew	The Startup Fee applies to all new ASPC Memberships except Foundation. It is non-refundable, even if you elect to cancel during the cooling-off period (see 1.5). The Startup fee entitles you to an ASPC introductory package (including backpack, t-shirt and sweat towel); an ASPC Membership Card; an entitlement to 5% off all supplements, shakes and merchandise; a 15 minute orientation session and complementary 45 minute ASP Session (one-on-one introductory session with an ASP Coach).
Exclusions	ASPC Foundation members and/or ASPC members who are also purchasing an ASP Package are not required to pay the Startup Fee.

1.4 Age Restrictions

You must be at least 14 years old	ASPC Members must be at least 14 years old, unless we have received medical clearance.
Members under 16	If you are under 16, a parent or guardian must complete your pre-exercise questionnaire and you must train under adult supervision at all times.
Members under 18	If you are under 18, we strongly recommend that you pay a fee for us to develop a suitable exercise program for you.

1.5 Your Agreement

Signing your agreement	You have an agreement with us once you have signed it and we have accepted it.
Terms applicable	If these Terms and Conditions differ from anything you are told at ASPC or over the phone, these Terms and Conditions will apply unless a representative from ASP confirms otherwise in writing.
Our rights	If ASP does not enforce its rights under these Terms and Conditions, it is not deemed to have waived its rights. If there is a miscalculation on your ASPC Membership Agreement, ASP has 7 days after the agreement is signed to rectify it.

1.6 Cooling Off Period

Change of mind

If you request to cancel your ASPC Membership within 7 days of the date that you sign the agreement, we will cancel your ASPC membership and refund any initial payments made, less your Startup Fee.

1.7 Health and Safety

Guidance

When you join the ASPC, we will offer you a 60 minute introductory session. This session must be the first scheduled visit for each new ASPC member unless otherwise approved by an ASP representative.
Apart from this, we may not otherwise offer you exercise guidance.

Your promise

On the date that you sign your ASPC Membership Agreement and each time you use the ASPC, you warrant that:

- you are in good physical condition.
- you are not aware of any medical or other reason why you cannot undertake exercise.
- you are not suffering from an infection, illness or other ailment that poses risk to other ASPC members.

Seek expert advice

ASP staff and contractors are not medically trained and are not medically qualified to determine whether you are in good physical condition or can exercise without damaging your health, safety, comfort and physical condition.

Our recommendation

To ensure that you are fit and able to commence training at the ASPC, we recommend that you undergo a wide ranging and complete physical examination from a registered medical practitioner.

2 What you need to know during your membership:

2.1 Membership Fee Payment

Ongoing memberships

You must pay your membership fees in advance each month, by direct debit from a bank account or credit card.

Advance payments

You can pay your membership fees in advance as you like, up to the legal limits. You do still need to provide us with your nominated debit account details for when advance payments end.

Upfront memberships

Instead of a direct debit membership, you can pay upfront for an ASPC membership, and we may apply a discount if you do so. When your membership is due to end, you are able to renew it at the same rate up to 7 days after your membership end date. After this time renewal will be at the current joining rate.

2.2 Direct Debit Agreement

Payment days

We will debit fees on the 15th day of each month. Please note debits may take up to 5 days to come out of your account. You are required to have available funds in your account on the payment date and for the 5 days after.

Your responsibilities

You are responsible for:

- making sure that your account can accept direct debits (your financial institution can confirm this)
- making sure there is enough money in your account on the payment day and the 5 following days
- telling us in advance (at least 48 hours before your next direct debit) about any changes to your account or credit card.

Failed payments

If your direct debit reverses or is returned to us by your financial institution, we will continue to debit your nominated account, until we have received the total amount owing. We will make a reasonable effort to contact you to let you know before we do so.

Late payment fee

We will charge a late payment fee of $5 for a failed payment which will be debited from your account and you authorise us to do so.

Entry refusal

If you do not fully pay your fees on the due date, we may refuse you entry to the ASPC until your payments are up-to-date and you have provided us with up-to-date account details.

Payment queries

If you query a payment, ASP will endeavour to respond within 7 days.

AutoPay surcharges

If you choose AutoPay (i.e. regular debit from your bank account, Visa or MasterCard) as your membership payment method, a surcharge will be added to each direct debit.

2.3 Agreement Changes

Terms and Conditions

We may sometimes add to, change or remove Terms and Conditions, Centre Code and other membership conditions. This includes changing opening and closing hours, services, facilities and membership fees.
The most up-to-date Terms and Conditions always apply. You can find copies at ASPC or on our website at www.trainasp.com.au

Fee increases

ASP reserves the right to increase your fees at any time after the minimum period of your membership agreement has ended, and you authorise us to do so. We will make a reasonable effort to advise you in writing using the address nominated on your agreement and will do so at least one month before the change is to take effect. If you elect to cancel your membership as a result of the increase, you must notify ASP in writing within 14 days of the date you received the information on the fee increase. Your membership will cease on the date ASP receives this notice.

2.4 Suspension

Duration

You may suspend your membership in multiples of months, up to a maximum of 3 months each calendar year.

Cost

ASP will charge you a $20 fee ($5 for ASP Premium members) for each month you suspend your membership. This fee can be paid in advance or by direct debit.
Medical suspensions with supporting documentation will incur no cost.

Notice

You must give ASP at least 48 hours advanced notice of your intention to suspend your membership.

Upfront memberships	The end date of an upfront membership will be extended by the suspension length.
Travel and medical	You may suspend your membership for up to 9 months for travel or medical reasons once ASP is reasonably satisfied by supporting documents.
Conditions	• Before suspending your membership, you must ensure you pay all fees owing and have your membership fees up-to-date. • ASP is not obliged to back date any suspension requests, you remain responsible for requesting a suspension at the time or prior to it being required.

2.5 Membership Card

Photo identity	We will give you a membership card when you join. We will also attach your photo to your account on our digital membership database. If you visit the centre without a valid access card or photo identification, we may refuse you entry.
No card lending	Your membership card is ASP's property, you cannot lend it to anyone else or allow anyone else to use it.
Replacement fee	If your card is lost, damaged or stolen, a $5 replacement will be charged to replace it.

2.6 Feedback and Complaints

We welcome your feedback	Your feedback and complaints are important in helping us to provide the best service possible. If you have any feedback, questions or complaints about ASP, please contact us using one of the following methods: • **Email:** info@trainasp.com.au • **Phone:** (03) 9038 8008 • **Post:** 120 Weston Street, Brunswick East 3057

3 What you need to know about the end of your membership:

3.1 Cancellation

Methods

You can request to cancel your membership using one of the following methods:

- Requesting in person at ASPC Reception
- Phoning ASP
- Emailing ASP
- Mailing your written request, preferably by registered post.

We ask that you provide your current email address at the time of your request so that it may be confirmed in writing. Please keep a record/copy of your cancellation request.

3.2 Minimum Term

Cancelling within minimum term

You can cancel your membership during the minimum term only if:

- you become sick or incapacitated. You must show us a certificate from a qualified medical practitioner stating that you cannot exercise for the remainder of your term. No exit fee applies in this case.
- you relocate to an area more than 15 kilometers away from ASPC. A $100 exit fee applies in this case.
- you become bankrupt, and provide supporting documents of this. No exit fee applies in this case.
- we make changes to the contract that adversely affect you. No exit fee applies in this case.

Cancelling after minimum term

After the expiry of the minimum term of your membership you or we may cancel your membership.

3.3 Notice Period

30 days notice

You must provide 30 days notice to cancel your ASPC membership. This notice is taken from the day we receive your request to cancel your membership. Should you wish to ensure your debit does not continue past your minimum term, you must give us this 30 days notice within your minimum term.

No suspension

You cannot suspend your membership payments during the 30 days notice period.

Outstanding fees	You must pay any fees owed to ASP before cancelling your membership, or we may take action to recover them.

3.3 Membership Transfers

Transferring your membership	You can transfer your membership to another person within the minimum term of your agreement provided that: • you are not an ASP Foundation member. • the transferee completes the new membership sign-up process. • the transferee has not previously been banned by ASP or failed to pay their membership fees when due. • the transferee is not currently an ASPC member.
Outside minimum term	You cannot transfer your membership once you have completed the minimum term of your membership agreement.
Cost	A Transfer Fee equivalent to the new member Startup Fee is payable by the transferee.

4 ASPC's Code of Conduct:

4.1 Centre Code

Obligation

It is your obligation to follow the ASPC Code of Conduct at all times.

Consequences

We can refuse entry to anyone, including ASPC members. If you act unreasonably, break the ASPC Terms and Conditions or this Centre Code, we may warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.
Any unused portion of paid membership will be refunded.

Instant Cancellation

ASP can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others.
- damaging equipment.
- using illegal or performance-enhancing drugs.
- providing instruction to other members where you are not authorised by ASP to do so.

4.2 Equipment Use

Responsibilities

You are responsible for using our facilities and equipment correctly, including adjusting levels and settings. ASP asks that you do not leave dumbbells, barbells, plates and/or implements on benches at any time and that you return them to their original position after each session.

Correct form

If necessary, employees of ASP reserve the right to correct the form and enforce appropriate usage of the equipment by all ASPC members and guests, or recommend that they undertake a training session with an ASP Coach.

Changes

ASP reserves the right to make changes to exercise equipment supplied for the ASPC and to make changes to any ASPC timetables (i.e. altering class type, times and coaches) at any time.

Damage

You are responsible for any damage to centre facilities caused by you or your guests through a willful act or negligence.

4.3 Lockers

Your belongings

We provide lockers for you to use when exercising. Lockers are located inside the change rooms and are not security devices, so please keep all valuable belongings and your ASPC Membership Card with you. ASP, its employees and contractors are not responsible for any loss or damage to any belongings not kept in a locker, or if someone breaks into your locker.

Belongings left in lockers

If you leave your belongings in a locker overnight, ASP may remove them. Items of lost property will be held for 2 weeks and then donated to charity.

4.4 Clothing and Hygiene

Suitable clothes

ASPC members and guests are required to wear a singlet or t-shirt at all times at ASPC. Clothing must be clean, tidy and not contain offensive prints or designs for the consideration of other members.

Shoes

All members and guests must wear dry fully enclosed and clean sports shoes during workouts for safety reasons. Dress shoes, boots, sandals or thongs are not permitted.

Sweat Towel

ASP applies a 'no towel, no workout' policy. Please use a clean towel on equipment when exercising and wipe down equipment after use to maintain hygiene and safety standards. Towels may be purchased from reception.

4.5 Vehicles

Park at your own risk

You park on the ASPC premises at your own risk. ASP is not liable for any loss or damage to your vehicle or its contents.

4.6 Guests

Bringing a guest with you

You may bring guests to the ASPC for a fee. Your guest must:

- be at least 14 years old.
- be accompanied by you and leave when you do.
- Sign-in and show photo identity.
- Complete a pre-exercise questionnaire on first visit.
- follow the code and terms set out in the guest sign-in form and pre-exercise questionnaire, and any other Centre Code on signs and handouts.

4.7 Cameras and Phones

Courtesy

As a courtesy to other members, please keep taking and receiving calls to an absolute minimum. Cameras of any kind are not permitted in the centre without written authorisation from an ASP representative.

5 Legal stuff you need to know:

5.1 Applicable Law

State laws

These Terms and Conditions are subject to Australian law governed by and are to be construed in accordance with the laws of the State of Victoria.

Valid sections

If a court determines that any section of these Terms and Conditions are judged invalid or unenforceable in all the circumstances, it will be deemed to be deleted and will not affect the validity or enforceability of the remaining provisions.

5.2 Privacy Statement and Acknowledgement

ASP Privacy Policy

When you join and during your membership, we will have access to personal information about you, such as your health and financial situation. We will only use, disclose or deal with your information in accordance with our privacy policy, found at www.trainasp.com.au

5.3 Issues With Outside Providers

Outside providers

Contractors provide some services at the ASPC, such as personal training, physiotherapy and massage. Service fees are paid directly to these outside providers and ASP is not responsible for those fees.

Claims

If you make a claim because of an act or omission by a contractor, your claim should be brought against them, not ASP. You release us from, and hold us harmless from, any claim resulting from an act or omission by a contractor.

5.4 Use of ASPC

Centre Terms and Conditions

Australian Strength Performance Pty Ltd (ACN 142 815 067) allows you to use the Australian Strength Performance Centre in accordance with these Membership Terms and Conditions.
If you breach these Terms and Conditions, ASP may cancel your membership.

5.4 Warning under the Australian Consumer Law and Fair Trading Act 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on the ASP Membership Agreement and Terms and Conditions (ASP) is required to ensure that the recreational services it supplies to you are rendered with due care and skill; and are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, ASP is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign the ASP Membership Agreement and agree to the Terms and Conditions, you will be agreeing that your rights to sue ASP under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted, or modified in the way set out in the ASPC Membership Agreement.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

5.5 Meanings

Word	Meaning
ASP, We, Us, Our	Australian Strength Performance Pty Ltd
ASPC, Centre	Australian Strength Performance Centre
You, Your	A member of ASPC
Agreement, Application	Membership Application and Agreement. This is between Australian Strength Performance and you, under which you will become a member of the ASPC.
Minimum Term	The term specified in the membership application and agreement form.
Code	Code for operating equipment, opening hours and behaviour in the centre, specified in these Terms and Conditions, and in centre signs and handouts.