



Membership Terms & Conditions

Effective Monday 30 November 2026

Trading name	Max Fitness Chinchilla
Legal entity	HARDIMON AND BOYD INVESTMENTS PTY LTD
Address	93 Chinchilla Street, Chinchilla QLD 4413
Phone	0491 209 922
Email	getfit@maxfitnesschinchilla.com.au

1. Definitions

In these Terms and Conditions:

- Max Fitness, we, us, and our means HARDIMON AND BOYD INVESTMENTS PTY LTD trading as Max Fitness Chinchilla.
- Member means any person holding a current membership, pass, or access entitlement.
- Membership Agreement means these Terms and Conditions and any membership application completed by the Member.
- Facility means all areas operated by Max Fitness, including gym areas, group fitness rooms, female training areas, saunas, amenities, parking areas, creche facilities and any future facilities.
- Minimum Term means the agreed contractual membership period.
- Staffed Hours means the hours during which reception staff are present.
- Access Device means any membership tag, fob, application or future access technology used to gain entry.

2. Membership Types

Max Fitness may offer various membership types including:

- Direct Debit Memberships
- Upfront Memberships
- Casual Visits
- Multi-Visit Passes
- Corporate Memberships
- Concession Memberships
- Senior Memberships
- Under 18 Memberships

Membership types, fees and inclusions may vary.

3. Joining Requirements

Members must be at least 15 years of age.

Members under 18 years of age must have a parent or legal guardian complete and accept this Agreement.

Members must provide accurate and current personal information and agree to notify Max Fitness of any changes to their contact details.

Max Fitness may require a prospective member to present government-issued photographic identification to verify their identity, age and residential address before granting membership or facility access.

Identification may be sighted for verification purposes only and will not ordinarily be copied, scanned or retained unless required by law or with the member's consent.

Max Fitness reserves the right to refuse or delay membership activation where satisfactory identification cannot be provided.

4. Membership Fees and Payments

Membership fees are payable in advance according to the membership type selected.

Direct debit memberships may be paid weekly or fortnightly.

Membership fees include payment processing costs. No separate transaction fee is added to regular membership payments.

All outstanding amounts remain payable regardless of facility usage.

Changes to membership fees

Max Fitness may change membership fees by giving Members at least 30 days' notice by email.

Members within a Minimum Term will remain on their current fee until the end of that Minimum Term. The new fee applies from the first payment after the Minimum Term ends.

Upfront memberships are not affected by a fee change until they are renewed.

Members who do not wish to continue at the new fee may cancel their membership in line with section 8.

5. Direct Debit Terms

Members authorise Max Fitness and its nominated payment provider to debit membership fees and applicable charges.

If a payment fails:

- the Member will receive notification by email and SMS;
- a dishonour fee may apply;
- the outstanding amount will be added to the next scheduled payment.

After two failed payments, membership access may be suspended until arrears are paid.

Any outstanding arrears must be paid before membership may recommence.

6. Access and Security

Max Fitness provides 24-hour access to eligible members.

Access devices remain the property of Max Fitness.

Members must not:

- allow another person to enter using their access device;
- lend, share or transfer access devices;
- permit tailgating.

Tailgating or sharing access privileges may result in:

1. First written warning.
2. Final warning.
3. \$150 breach fee.
4. Suspension or termination of membership.

Replacement access devices may incur a replacement fee.

Staffed hours may change from time to time.

7. Membership Freezes

Members may request a suspension of membership for a minimum period of two weeks.

Freeze requests must be made in person at reception, by telephone or in writing, including by email. Max Fitness will then email the Member the membership hold request form. The completed form must be received by Max Fitness at least 7 days before the requested freeze start date.

Freezes cannot be backdated. An approved freeze takes effect from the start date confirmed in writing by Max Fitness, and membership fees already debited before that date are not refundable as a result of the freeze.

Standard freezes may be approved for up to six weeks.

Members may take a maximum of two standard freezes in any 12-month period. Medical, pregnancy and exceptional circumstance suspensions are approved separately and do not count toward this limit.

Medical, pregnancy or exceptional circumstance suspensions may be approved at management discretion.

Pregnancy freezes may be approved for up to three months.

No suspension fees currently apply.

Any approved freeze extends the minimum term by the length of the suspension.

Facility access is suspended for the duration of an approved freeze. Membership fees and facility access resume automatically on the day after the freeze ends, without further notice to the Member.

8. Cancellation

Cancellation requests must be submitted using the approved cancellation form.

Members may request the cancellation form in person at reception, by telephone or in writing, including by email. Max Fitness will then email the form to the Member.

Standard direct debit memberships require 30 days' notice.

The notice period begins on the date Max Fitness receives the cancellation request. The completed cancellation form must be returned within 7 days of the request. If it is not received within 7 days, the request lapses and the Member must make a new request, with a new notice period starting from that date. Membership fees remain payable throughout the notice period, and the membership remains active until the end date confirmed in writing by Max Fitness.

Senior and Under 18 memberships are exempt from the 30-day notice requirement.

Fixed-term direct debit memberships cancelled before the end of the minimum term may incur an early termination fee equal to the lesser of:

- \$200; or
- the remaining minimum term membership fees.

Medical cancellations may be approved upon receipt of a medical certificate.

- Direct debit medical cancellation: waive remaining contractual obligations.
- Upfront medical cancellation: management may consider a partial refund, credit, or extension.

Upfront memberships

Upfront memberships are purchased for a fixed period and are non-refundable once the applicable cooling-off period has expired.

Members who choose to cancel an upfront membership before the expiry of the membership term will not be entitled to a refund for any unused portion of the membership, except where required by law or where cancellation is approved by Max Fitness due to exceptional circumstances such as serious illness or permanent incapacity.

Approved medical cancellations may require supporting documentation from a registered medical practitioner.

Where a refund is approved, Max Fitness may deduct the value of services already provided and any applicable administration fees permitted by law.

9. Cooling Off Period

Members may cancel their membership within 48 hours of joining.

Any applicable refund may be reduced by the value of services already provided.

Cancellation requests must be submitted in writing.

10. Health and Exercise Risks

Exercise carries inherent risks.

Members acknowledge participation may result in injury, illness or, in rare circumstances, serious injury or death.

Members are responsible for obtaining their own medical advice before commencing or continuing exercise.

Max Fitness does not undertake medical screening or determine whether exercise is suitable for individual members.

Members agree to notify Max Fitness of any condition that may affect safe participation.

Members must immediately cease exercise if experiencing pain, dizziness, breathing difficulties or other concerning symptoms.

Members acknowledge that participation is undertaken at their own risk.

11. Member Conduct

Members must:

- behave respectfully toward staff and other members;
- use equipment safely;
- re-rack weights;
- wipe equipment after use;
- follow staff directions;
- comply with all signage.

Members must not:

- use offensive, abusive or threatening language;
- engage in harassment or discrimination;
- smoke or vape on the premises;
- enter while under the influence of alcohol or drugs;
- bring animals onto the premises except assistance animals;
- deliberately damage property.

12. Dress Standards

Members must wear clean and appropriate exercise clothing.

Enclosed athletic footwear must be worn at all times.

Management may refuse entry where clothing or footwear is inappropriate or unsafe.

13. Equipment, Facility and Sauna Rules

Members must not move gym equipment without staff approval.

Equipment must only be used for its intended purpose.

Max Fitness may remove equipment from service for maintenance, repairs or safety reasons.

Equipment availability cannot be guaranteed.

Saunas

The hot rocks sauna is included with membership.

Infrared saunas are not included in any membership and must be booked and paid for separately. Separate booking terms apply.

Sauna use is at the Member's own risk. Members who are pregnant, or who have a heart condition, blood pressure condition or any other medical condition that may be affected by heat, should obtain medical advice before using a sauna.

Members must not use a sauna while under the influence of alcohol or drugs, must stay hydrated, and must leave the sauna immediately if they feel dizzy, faint or unwell.

14. Women's Training Area

The designated women's training area is reserved for female members only.

Staff may enter the area where required for operational, safety or maintenance purposes.

Members must comply with all signage relating to this area.

15. Group Fitness Facilities

Group fitness rooms are intended for approved classes and scheduled activities.

Only Max Fitness approved instructors may conduct classes or training sessions.

Members must not conduct private coaching, personal training or organised activities without management approval.

16. Children and Visitors

Children are only permitted within approved creche facilities during operating hours.

Children are not permitted on the gym floor or within workout areas.

Guests and non-members may only access the facility with management approval.

Separate creche conditions apply.

17. Photography, Recording and CCTV

CCTV operates throughout the facility for safety and security purposes.

Members consent to CCTV monitoring while on the premises.

Incidental appearance in photographs or videos taken by Max Fitness for promotional purposes may occur.

Members who do not wish to appear should notify staff at the time of filming.

Deliberate filming or photographing of other members without consent is prohibited.

Tripods and professional recording equipment are prohibited without approval.

18. Personal Trainers and Contractors

Only personal trainers, instructors and contractors approved by Max Fitness may provide training, coaching, instruction or services within the facility.

Independent personal trainers and contractors operate their own businesses. Max Fitness is not responsible for advice, programs or services provided by independent contractors.

Future wellness providers, allied health providers or contractors may operate under separate agreements.

19. Property, Lockers and Parking

Lockers are provided at the Member's own risk.

Max Fitness accepts no responsibility for loss, theft or damage to personal property.

Lost property may be disposed of or donated after 30 days.

Members are responsible for damage caused intentionally or through negligence.

Max Fitness accepts no responsibility for damage or theft occurring within parking areas.

20. Suspension and Termination by Max Fitness

Max Fitness may suspend or terminate memberships for:

- unsafe behaviour;
- abusive conduct;
- harassment;
- discrimination;
- illegal activity;
- repeated rule breaches;
- misuse of access privileges;
- damage to property.

No refund is payable where membership is terminated for misconduct.

21. Closures and Force Majeure

Max Fitness may temporarily close facilities for maintenance, repairs or safety reasons.

Reasonable notice will be provided where practical.

Where the facility is closed due to floods, natural disasters, government restrictions or circumstances beyond reasonable control:

- direct debit memberships may be suspended;
- upfront memberships may be extended by the closure period.

22. Complaints and Dispute Resolution

Complaints should first be raised with reception staff.

Management will endeavour to respond within 24 business hours.

Both parties agree to attempt resolution for at least seven business days before commencing legal proceedings or external dispute processes.

23. Privacy and Communications

Members consent to receiving notices by email and electronic communication.

Email notices are deemed received within 72 hours.

Members consent to receiving membership notices, service updates and administrative communications.

Separate privacy policies may apply.

24. Changes to Terms

Max Fitness may amend these Terms and Conditions by providing at least 30 days' notice.

Notice may be provided by email and publication on the Max Fitness website.

Continued use of the facility constitutes acceptance of the updated Terms.

25. General Terms

This Agreement is governed by the laws of Queensland.

If any provision is found invalid, the remaining provisions continue to apply.

Electronic acceptance and online sign-up constitute acceptance of this Agreement.

Separate terms may apply to future facilities, creche services, sauna bookings, retail purchases and other services.

Questions about these terms?

Call us on 0491 209 922, email getfit@maxfitnesschinchilla.com.au, or see the team at reception during staffed hours.