

1. THE AGREEMENT BETWEEN YOU AND US

These Terms, together with the Club Rules and the following completed documents:

- Your Membership Application & Direct Debit Request Form; and
- Your Health Check Questionnaire;

Make up all of the terms of a Membership Agreement ("Agreement") between, the member(s) whose name/s appear on the form listed above in 1(a) ("You") and @Fitness ("Us", "We", "Our"). It is important that you have read and understood all of the terms and conditions of the Agreement before signing the Membership Application & Direct Debit Request Form.

2. MEMBERSHIP

Your membership permits you to use our premises, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferrable by you unless deemed appropriate by us. We reserve the right to sell memberships at different rates and terms.

2.1 Membership Options

- Xpress** membership entitles you to use any of our Xpress facilities in Australia.
- Home Club** membership entitles you to use the facilities available at Your Home Club.
- Club** membership entitles you to use any of our facilities in Australia. You will have limited rights to use Clubs in other countries in which we operate in accordance with Our Reciprocal Rights Policy. This benefit is not available to members on discounted memberships.

2.2 Membership Dues and Fees

- Joining Fee:** other than as stated in paragraph 5 (Cooling Off Period) your Joining Fee is non-refundable and is payable by you when you sign these Terms. If your membership is terminated for any reason and you subsequently wish to re-join any Club you will need to pay the Joining Fee and Membership Fees applicable to that Club at that time.
- Membership Dues:** you are personally responsible for payment to us of the Membership Dues and any other ongoing payments set out in your Membership Application Form as they fall due. If your Initial Commitment Period includes a partial weekly billing period, your Membership Dues will be calculated on a proportional basis according to the number of days remaining in that weekly billing period.
- Changes to Membership Dues:** we reserve the right, at any time, to change the Membership Dues charged to members for use of Our Clubs. We will use reasonable endeavours to provide you with written notice of the changes at the most current email address you have supplied. The changes will take effect seven (7) days after the notice has been emailed. We deem receipt to have occurred 2 business days after the notice was emailed. At the end of the seven (7) day period you authorise Us and/or the direct debit company to debit the new amount to your account. If you do not agree to the new terms you may terminate your agreement in accordance with clause 5.1.
- Other Fees:** any fees and charges that may be payable for additional services and facilities, such as Life Styler Fees, Freeze Fees, Guest Fees, Access Pass Fees, Transfer Fees, Direct Debit Fees, Dishonour Fees and such will be set out in the relevant Home Club price list (and may be amended by Us from time to time).

2.3 Membership Transfers

We reserve the right to transfer your current Xpress, Home Club or Club membership to another @Fitness Xpress, Home Club or Club location if we conclude that over the course of eight (8) weeks you are visiting a particular Club on more occasions than your Home Club (deeming the new Club your Home Club). Any differences in Membership Dues will be payable by you. Prepaid memberships are non-transferrable to another location but can be transferred to a non-member for a transfer fee.

2.4 Membership Freezes

Your membership may be frozen for two or more consecutive whole weekly billing periods (i.e. minimum of 2 weeks), but cannot be frozen for only a part of any weekly billing period or longer than 12 weekly billing periods. Prepaid memberships may be frozen for a minimum of two (2) weeks, commencing on the first regular weekly billing period by the Club, and a maximum of eight (8) weeks. Your Home Club must receive your notice at least three (3) business days prior to the start of the first weekly billing period you wish to freeze. You will not be able to use the Club while your membership is frozen. If you freeze your membership during the Initial Commitment Period, the period during which your membership is frozen will not be included in calculating your Initial Commitment Period.

3. MEMBERSHIP COMMENCEMENT

Your membership will start on the Membership Start Date ("Commencement Date") set out on your Membership Application form, provided that:

- you have signed your Membership Application and your Direct Debit Request Form;
- you have completed a Health Check Questionnaire and, if applicable, provided any other medical details of your health and fitness to our satisfaction; and
- we have received your Total Upfront Payment as set out in your Membership Application Form.

4. MEMBERSHIP COMMITMENT

4.1 Your Commitment Period includes both an Initial Commitment Period and Ongoing Commitment Periods. You are committed to a minimum initial period of membership ("Initial Commitment Period") such that:

- if your Membership Start Date is the first day of a weekly billing period, the period of one (1) week from your Membership Start Date; or
- if your Membership Start Date is on any other day then the first day of a weekly billing period, the period including the rest of that weekly billing period plus one (1) week from the first day of the next weekly billing period; or
- if your Membership is a Prepaid Membership then on the first day when full payment is received.

5. CANCELLATION, TERMINATION & REFUND

You can cancel your membership within 48 hours after signing this Agreement ("Cooling Off Period"). If you do so we will refund you Total Upfront Payment and any Membership Dues that you have paid to us after you return your Access Pass, Gifts and any other documentation that we have provided to you upon joining. If you have used your membership during the Cooling Off Period, we will refund those amounts set out above, less the applicable visitor fee for each visit and a reasonable administration charge. For all cancellation enquiries please send an email to breakup@atfitness.com.au

5.1 Basic Cancellation Rights and Refund Your weekly membership can be terminated at any time provided you complete the cancellation request at your Home Club at least three (3) business days prior to your billing date. Any notice of cancellation requires at least three (3) business days to allow us sufficient time to process your request. Your Weekly Membership ends four (4) weeks following the day we receive your completed cancellation request. We will apply your 4 weeks payment in advance (PIA) Fees to your last four (4) weeks. For billing date enquiries please email breakup@atfitness.com.au.

5.2 Termination of Prepaid Memberships You may not terminate a prepaid membership during the prepaid period (or receive a refund) unless, a licensed physician verifies in writing that you have a disability that physically prevents you from using any of the facilities, in which case we will refund any unused fees. If you do not renew your prepaid membership by the renewal date, your membership automatically expires.

5.3 Termination for Cause by us We may, terminate your membership if:

- in the case of Weekly Membership, you fail to make timely payments under any payment plan;
- in the case of Weekly Membership, any weekly payments or fees are late;
- you fail to follow any of our membership policies, Club and Home Club Rules or violate any part of this Agreement; or
- your conduct is improper or harmful to the best interests of us or our members.

5.4 Termination is effective on the notice date we email to your last known email address. You are liable for all financial obligations until that date. If you have prepaid your membership, we will not refund any unused portion (except as provided in section 5.2), and you must immediately return your membership Access Pass/Key.

5.5 Upon cancellation or termination your right to use our Clubs and Facilities ends. We will collect any Membership Dues and fees that are outstanding prior to terminating your membership. We may use a third party to assist in the collection of outstanding fees.

6. MINIMUM AGE

All our members must be a minimum of 14 years of age. All minors under the age of 18 must have a parent/guardian co-sign the membership agreement form and acknowledgement of indemnity waiver. Minors aged between 14-16 must comply with the following restrictions:

- access during staffed hours only;
- a pre-exercise questionnaire to be completed by parent or guardian; and
- a suitable qualified Life Styler (Personal Trainer) to undertake a pre-exercise assessment and then provide an exercise program to the minor prior to commencement of exercise.

7. ALWAYS OPEN (24/7 ACCESS)

Any member who brings a non-member into the Club during unstaffed hours, or gives their Access Pass to a non-member, acknowledges that:

- He or she (as applicable) will be liable for any injury, loss or damage attributed to the non-member whether or not caused through our negligence;
- their membership will be terminated with a \$150 non-compliance fee charged to the member's nominated bank account or credit card. Additionally, any loss or damage the Club sustains from actions by the non-member will also be charged; and
- they will be prohibited from re-joining any Club operating under our brand/s.

7.1 Unstaffed Hours: we grant our members 24/7 access and our Clubs are accessible by members during unstaffed hours. As a member utilising our Clubs, you acknowledge, that you enter and use the Club at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the undue effect of exercising in an unstaffed facility, then **DO NOT sign this Agreement.**

7.2 Staffed Hours: The staffed hours for the Club are displayed at the entrance to the Club. We reserve the right to make amendments to staffed hours at any time without notice.

7.3 Video Surveillance: For security purposes we use video surveillance equipment to monitor the Club on a 24hour basis. By signing this agreement you acknowledge that by accessing our Clubs you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only, and is not within the walls of the bathrooms or member screening rooms.

7.4 Orientation: It is a condition of this Agreement that you participate in a member orientation program. The orientation focuses on the safe and correct use of the equipment provided at the Club. We may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

8. CLUB RULES

Club Rules govern your use of a Club. In becoming a member you agree to comply with the Club Rules which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests and visitors while they are using the Club.

9. CHANGES TO THESE TERMS AND CLUB RULES

We reserve the right to make reasonable amendments to these Terms or the Club Rules at any time. We will give you at least seven (7) days notice via email to advise you that changes are being made. You may view the amended Terms or Club Rules at our website (www.atfitness.com.au) or at your Home Club. If you do not agree to the new terms or club rules you may terminate your agreement in accordance with clause 5.1.

10. RISK AND YOUR HEALTH

Exercising and using Club facilities may involve the risk of injury and you exercise and use the Club facilities at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and seek medical advice.

11. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY

11.1 LIABILITY - You use the facilities provided by the Club at your own risk and acknowledge that the use of these facilities may involve risk of injury, whether caused by you or another party. You release Us, to the fullest extent permitted by law, against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, loss of property, injury or death to any person.

11.2 INDEMNITY - You indemnify Us against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements and losses of any kind whatsoever that we incur arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, loss of property, injury or death to any person caused by you at or in the Club or in the vicinity of the Club.

11.3 Member Liability Release (Vic ONLY)

Under the provisions of the **Fair Trading Act 1999 (Vic)** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999 (Vic) the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you or your child. If you sign this form, you will be agreeing that you and your child's rights to sue the supplier under the Fair Trading Act 1999 (Cth) if you or your child 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 this form.

NOTE: The change to you and your child's 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" is defined in the Fair Trading (Recreational Services) Regulations 2004 (Vic).

12. CHANGE OF DETAILS

You must provide us with any changes to your details that are relevant to your membership. In the event that you do not provide updated details to us, and your contract details change, notice given by us to the email we have on our records will constitute valid notice to you under these Terms.

13. PRIVACY

We take privacy of our members seriously and our Privacy Policy (available by request via email privacy@atfitness.com.au or atfitness.com.au) explains the ways in which we use and protect your personal information. We will collect personal information from you that may relate to your physical health or condition. Should you default on payments due to us we may notify the default to a credit reference agency or other third party to obtain payment from you.

14. ENTIRE AGREEMENT AND ENFORCEMENT

You acknowledge that neither we nor any other party has made any representations or promises upon which you have relied when entering this Agreement. This document contains the entire agreement between you and us and replaces any oral or other written Agreement. Any manual or hand written changes to this Agreement are not valid. If a court declares any part of this Agreement void, it will not make void the remaining parts, which continue unaffected. If we do not enforce any rights in this Agreement for any reason, we do not waive our rights to enforce them later.