

1. Definitions

Activation Fee means \$49 or such other amount as varied from time to time by the Club.

ACTIVE FITNESS^{HQ} Rules means the rules referred to in clause 6.

Agreement means this **ACTIVE FITNESS^{HQ} Membership Agreement** and includes the **ACTIVE FITNESS^{HQ} Rules**.

Administration Fee means \$1.10 or such other amount as varied from time to time by the Club.

Annual Member means a Member who holds an Annual Membership.

Annual Membership means a Membership for a fixed time (fees may be varied) period of twelve (12) months from the Start Date.

Cancellation Fee means \$200 or such other amount as varied from time to time by the Club.

Cancellation Receipt is an **ACTIVE FITNESS^{HQ} form** available at the Facility.

Club means Doyalson RSL Club Limited ABN 69 000 985 008 trading as **ACTIVE FITNESS^{HQ}**.

Cooling off Period means the period of seven (7) days from the Start Date.

Continuing Member means a Member who holds Continuing Membership.

Continuing Membership means the membership that continues on a monthly basis after expiry of the initial twelve (12) month period of Annual Membership and is able to be cancelled by You or the Club on thirty (30) days' notice to the other.

Direct Debit Administration Fee means \$5.00 or such other amount as varied from time to time by the Club.

Due Dates means

a) for periodic payment of Membership Fees:

I) fortnightly in advance on a Thursday;

II) annual payments in advance – on the Start date and on each anniversary of the Start Date.

b) for all other Fees - when such other fees are required by this Agreement to be paid.

Facility means the gymnasium located on the Club premises at 80 Pacific Highway Doyalson.

Failed Direct Debit Fee means a fee of \$15.50 or such other amount as varied from time to time by the Club.

Fees mean the Membership and other fees set out in this Agreement as varied from time to time by the Club. The Fees in this Agreement are inclusive of GST.

Flexible Member means a Member who holds a Flexible Membership.

Flexible Membership means a Membership which is paid fortnightly in advance and continues on a monthly basis and is able to be cancelled by You or the Club on thirty (30) days' notice to the other.

Guest Fee means a fee of \$15.00 or such other amount as varied from time to time by the Club.

Member means a person who has signed an **ACTIVE FITNESS^{HQ} Membership Agreement** with the Club.

Membership means where the context allows, this Agreement.

Membership access band Fee means \$10 or such other amount as varied from time to time by the Club

Nominated Account means either Your bank account nominated in the "Direct Debit Bank Account Authorisation" or Your credit card account nominated in the "Credit Card Authorisation" in this Agreement.

Services means all the programmes, classes and services available at the Facility (except those services which may be provided by persons other than the Club).

Suspension Request is an **ACTIVE FITNESS^{HQ} form** available at the Facility

Start Date means the date set out in this Agreement.

Transfer Fee means \$49 or such other amount as varied from time to time by the Club.

You or Your means the Member described in this Agreement.

2. Membership and Access

2.0 Prior to joining **ACTIVE FITNESS^{HQ}** you must have an active membership with the Doyalson Wyee RSL club. If your Doyno membership lapses you will be denied access into **ACTIVE FITNESS^{HQ}**. If your Doyno membership is terminated or 'suspended' for any reason your **ACTIVE FITNESS^{HQ}** membership will be terminated or 'suspended' until the club see fit. Once a junior member is 18 years of age the above regulations in **2.0** become applicable.

2.1 Subject to the terms of this Agreement, You are entitled to membership of **ACTIVE FITNESS^{HQ}** commencing on the Start Date.

2.2 Membership of **ACTIVE FITNESS^{HQ}** entitles You to have access to and make reasonable use of the Facility and the Services.

2.3 Membership is personal to You and cannot be transferred, lent, sold, swapped or redeemed except in accordance with this Agreement.

2.4 You must present Your Membership access band on every visit to the Facility and access to the Facility may be denied if You do not present Your Membership access band or if Your Membership access band is not current.

2.5 If You lose Your Membership access band and require a replacement band You will be required to pay the Club the Membership access band Fee.

2.6 You must return your Membership access band to the Club upon expiry, cancellation or suspension of Your Membership. If you fail to do so You will be required to pay the Club the Membership access band Fee.

3. Fees

3.1 Upon signing this Agreement You agree to pay to the Club the following:

- the pro rata Fee applicable to Your Membership for the period from the Start Date to the next Due Date;
- the Activation Fee; and
- the Direct Debit Fee.

3.2 You agree to pay the Fees to the Club upon the Due Dates.

3.3 Fee Variations

a) the Club may vary the Fees payable by You from time to time;

b) the Club will make reasonable efforts to notify You thirty (30) days before any Fee variations;

d) if Your Fees are varied You authorise any direct debits from your Nominated Account to be varied accordingly;

e) Upon a junior Annual Member reaching the age of 18 the Fees will increase to the current Annual Membership Fee. Upon a junior Flexible Member reaching the age of 18 the Fees will increase to the current Flexible Membership Fee.

3.4 You are also required to pay to the Club any fees which may be incurred by the Club in recovering or enforcing payment of Fees by You. Such fees may include fees charged by the Club's financial institutions, legal costs and/or the commission of a collection agent.

4. Dealing with Your Membership Agreement

4.1 Cancellation of Your Membership by You. You may cancel this Agreement by giving your completed Cancellation Request to the Club:

- within the Cooling Off Period and receive a refund of Your Fees less the Activation Fee and any charges for Services You may have incurred;
- if You are adversely affected by any variation of this Agreement (other than a variation of the Fees);
- within thirty (30) days of the Club notifying You of a variation in the Fees payable by You; or
- for any other reason as set out in this Agreement.

4.2 Your Cancellation Request:

- must be submitted on at least thirty (30) days prior to the requested date of cancellation; and
- must be delivered personally to the Club or posted by pre-paid registered post to the Club.

4.3 You will pay a Cancellation Fee upon cancellation unless:

- You are requesting cancellation because of Your physical condition and You present a medical certificate which verifies Your physical condition is such that You are unable to use the Services or the Facility and the General Manager of **ACTIVE FITNESS^{HQ}** agrees, at his/her discretion to waive the Cancellation Fee;
- the General Manager of **ACTIVE FITNESS^{HQ}** at his or her discretion waives the Cancellation Fee;
- You become entitled by law to cancel Your Membership;
- You cancel a Flexible or Continuing Membership on thirty (30) days' notice to the Club;
- You cancel the Agreement because You would have been adversely affected by a variation of this Agreement;
- You cancel this Agreement within 30 days of the Club notifying You of a variation of Fees; or
- You cancel within the Cooling Off Period.

4.4 Transfer of Your Membership by You if You pay Your Fees by direct debit, you may transfer Your Membership if:

- You pay the Transfer Fee; and
- the person to whom You transfer Your Membership signs a Membership Agreement for the balance of the term of Your Membership and agrees to pay the balance of the Fees payable for that term.

4.5 Suspension of Your Membership by You

a) Your Suspension Request:

- must be submitted at least thirty (30) days prior to the requested date of suspension; and
- must be delivered personally to the Club or posted by pre-paid registered post to the Club.

b) if You are an Annual Member and the 12-month period of Your Annual Membership has not expired such period will be extended by the period of the suspension.

c) Subject to 4.5(d) if Your Suspension Request is accepted by the Club You may only suspend Your Membership for the following periods per year depending upon Your Membership type:

Membership Type	Suspension period per membership year
Annual Membership Direct Debit	1 week minimum, 4 weeks maximum
Annual Membership Payment in advance	1 week minimum, 4 weeks maximum
Flexible and Continuing Membership	1 week suspension for every 3 months of consecutive debit payment

d) if You present a medical certificate with Your Suspension Request and the certificate verifies Your physical condition is such that You are unable to use the Services or the Facility the General Manager of **ACTIVE FITNESS^{HQ}** may agree at his/her discretion, to suspend Your Membership for a specified period.

e) You must pay the Administration Fee for each period of suspension.

5. Cancellation or Suspension of Your Membership by the Club

5.1 The Club may cancel or suspend Your Membership at any time if:

- Your Fees are not paid on the Due Dates;
- any other person uses Your Membership Access Band to access the Facility;
- You allow a person who is not a Member to access the Facility; or
- You fail to comply with any terms of this Agreement (including the **ACTIVE FITNESS^{HQ} Rules**) and Your failure cannot be remedied or if capable of remedy You fail to remedy it within a reasonable time.

5.2 If the Club cancels Your Membership pursuant to clause 5.1, You will be liable for Fees for the time You were a Member (calculated on a pro-rata basis), and other Fees incurred and Fees for any Services already supplied and also a Cancellation Fee if You are an Annual Member.

5.3 In addition to clause 5.1 the Club may cancel Your Membership at any time on thirty (30) days notice to You.

5.4 If the Club cancels Your Membership pursuant to clause 5.3, You will be liable for Fees for the time You were a Member (calculated on a pro-rata basis) and other Fees incurred and Fees for any Services already supplied.

5.5 If You allow a person who is not a Member to access the Facility the Club may also require You to pay a Guest Fee for each such person.

6. ACTIVE FITNESS^{HQ} Rules

6.1 You must use the Facility and Services in accordance with the **ACTIVE FITNESS^{HQ}** Rules.

6.2 The **ACTIVE FITNESS^{HQ}** Rules may be displayed in the Facility and may be varied by the Club from time to time.

6.3 As at the date of this Agreement the **ACTIVE FITNESS^{HQ}** Rules include the rules set in schedule 1.

7. Variation of Your Membership Agreement

7.1 The Club may from time to time vary this Agreement, including the **ACTIVE FITNESS^{HQ}** Rules.

7.2 The Club will make reasonable efforts to notify You in advance of any variations to this Agreement.

7.3 The Club will give You the opportunity of cancelling Your Membership if You are adversely affected by any variation of this Agreement.

8. Continuation of Annual Membership Agreement

8.1 If You are an Annual Member, upon expiry of Your Annual Membership, this Agreement and Your Membership will continue as a Continuing Membership on a monthly basis, unless:

- a) Prior to such expiry Your Annual Membership is cancelled by You or the Club; or
- b) You request the Club to become a Flexible Member upon such expiry.

8.2 The Club will make reasonable efforts to contact You to discuss continuation of Your Annual Membership prior to expiry.

8.3 Unless varied in accordance with this Agreement the Fees payable for Continuing Membership will initially be the same as the Fees for the Annual Membership which has expired.

9. Direct Debit

9.1 All direct debit payments are managed on behalf of the Club by a third party billing company. You authorise that billing company to deduct from Your Nominated Account all Fees payable by You under this Agreement.

9.2 If Your Annual Membership continues after expiry in accordance with this Agreement Your Nominated Account will continue to be charged Fees according to the type of Membership You have selected and at the current Fees for such Membership.

9.3 If Your Nominated Account is unable to be debited on the Due Dates, You will also be charged a Failed Direct Debit Fee

9.4 You will be charged an Administration Fee if You change Your Nominated Account.

9.5 You must not close your Nominated Account without first nominating another Nominated Account.

9.6 If Your Nominated Account is a credit card account and such account expires You must provide the Club with a new credit card authorisation.

10. Video and Audio Surveillance

10.1 You acknowledge that the Facility will be subject to video and audio security surveillance and recording on a 24 hour basis.

10.2 Video and audio surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

11. Temporary Closure

11.1 The Club may close part or all of the Facility for a special occasion or for repairs or refurbishment, from time to time. You are not entitled to any suspension of membership fees, extension of membership or refund where a particular closure is by decision of the Club and for not more than 2 days, or is caused by anything beyond the reasonable control of the Club.

12. Indemnities and Exclusions

12.1 To the maximum extent permitted by law You indemnify the Club from and against any Claim for any Loss arising from or in connection with your use of the Facilities, Your negligence and any of your acts or omissions, where:

a) "Claim" means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of: when it arises; whether or not it is actual or contingent, whether it is made under contract or in tort (including in negligence), in equity, under statute or otherwise; and

b) "Loss" means actual, contingent or consequential damage, debt, loss, penalty, fine, expense, liability or costs (including legal costs on a solicitor/client basis and investigative costs).

12.2 To the maximum extent permitted by law the Club excludes all liability to You, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, the Club limits its liability to you to the maximum extent permitted by law.

12.3 Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, subject to this Agreement the Club is not liable for death or injury caused by the Club's negligence or breach of implied terms that services will be provided with reasonable care and skill at common law.

12.4 In some cases particular goods or services may be provided within the Facility by other parties including in some cases other parties with whom the Club has a contractual relationship. Any claim as a result of anything done or omitted by any such other party whether or not payment has been made through the Club must be brought against and is the sole responsibility of that other party and not the Club. To the maximum extent permitted by law You release the Club from any claim in connection with any act or omission by any such person.

12.5 You agree to pay for any damage to the Facility caused by Your wilful, wrongful or negligent act or breach of this Agreement.

13. Physical Condition

13.1 You warrant to Club that at the time You use the Facility and Services that:

- a) you are in good health and in proper physical condition to use the Facility and Services; and
- b) you do not have any physical, psychological or medical conditions which may be exacerbated or made worse in any way as a result of your use of the Facility and Services.

13.2 You agree not to use the Facility and Services while suffering from an infection, or a contagious illness, or a physical ailment, such as an open cut or sore, or where there is any other risk, however small, to other persons.

13.3 You must complete a pre-exercise health check if required by the Club before using the Facility or Services.

13.4 Staff and other persons who may work within the Facility, are not medically trained and are not qualified to give medical advice nor to make a medical assessment of Your physical condition or Your fitness or health. A health screening check or recommendation is not a medical assessment and is only to provide suggestion that You need to carefully consider in light of Your own circumstances and medical advice You should obtain from your doctor.

13.5 The Club strongly advises You to take medical advice prior to undertaking any exercise program or other physical activity, if You are in any doubt about Your condition or fitness,

14. Authority to Use Your Image

From time to time the Club will take photos/video for promotional purposes. While the Club will make every reasonable effort to request permission to use Your image for any promotional purposes on occasion Your image may be used without permission and You authorise this use including authorising others to use Your image in relation to any representation of the Facility.

15. General

15.1 The Club does not waive its rights by delay or non-enforcement of its rights. No waiver or variation of the terms of this Agreement is effective unless in writing.

15.2 If a Court decides that any part of this Agreement is or becomes illegal, void or un-enforceable, that part is deleted and this does not invalidate the rest of the Agreement.

15.3 This Agreement comprises the entire agreement between You and the Club in relation to its subject matter and supersedes any prior agreement or understanding. You agree that the Club has not made any representations or promises to You that You have relied upon that are not in this Agreement.

15.4 This Agreement is governed by the laws of New South Wales.

16. Privacy Policy

16.1 The Club collects Your personal information contained in this Agreement to enable it to provide the Facility and Services to You. The Club's Privacy Policy sets out our policies on the management of personal information. The Club's Privacy Policy is set out on the Club's website www.activefitnesshq.com.au

17. RISK WARNING- You acknowledge;

a) Your use of the Facility and Services are recreational activities which involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from Your own actions, or the actions and/or omissions of others.

b) The risk warning set out in bold above and that the warning constitutes a risk warning to You pursuant to the *Civil Liability Act 2002 (NSW)*.

c) You engage in any recreational activity at Your own risk.

d) On each occasion You attend the Facility before using the Facility and Services You must consider Your Physical Condition and clause 13 of this Agreement;

e) That failure to have proper regard to Your physical condition or to comply with the **ACTIVE FITNESS^{HQ}** Rules increases the risk to You;

f) The Facility and Services the Club provides constitute Recreational services as defined in the *Competition and Consumer Act 2010 (Cth)*. To the maximum extent permitted by this Act, the Club excludes liability to You for:

I. death;

II. personal injury;

III. the contraction, aggravation or acceleration of a disease; and

IV) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:

(1) that is or may be harmful or disadvantageous to an individual or community; or

(2) that may result in harm or disadvantage to an individual or community arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities.

THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.

RE. If you are between the age of 14 years and 18 years, you acknowledge and agree that a Parent/Guardian has reviewed this waiver and consented to its terms.

I acknowledge that I have read and fully understand the terms of this Agreement including the Risk Warning, Physical Condition and Indemnities and Exclusion provisions.

.....
Member's Signature

.....
Date:

.....
Parent/Guardian Signature (if necessary)

.....
Date:

.....
Signed and Accepted by the Club

.....
Date

1. Definitions

Activation Fee means \$49 or such other amount as varied from time to time by the Club.

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Annual Membership means a Membership for a fixed time (fees may be varied) period of twelve (12) months from the Start Date.

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Continuing Membership means the membership that continues on a monthly basis after expiry of the initial twelve (12) month period of Annual Membership and is able to be cancelled by You or the Club on thirty (30) days' notice to the other.

Direct Debit Administration Fee means \$5.00 or such other amount as varied from time to time by the Club.

Due Dates means

a) for periodic payment of Membership Fees:

I) fortnightly in advance on a Thursday;

II) annual payments in advance – on the Start date and on each anniversary of the Start Date.

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Facility means the gymnasium located on the Club premises at 80 Pacific Highway Doyalson.

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Member means a person who has signed an **ACTIVE FITNESS^{HQ} Membership Agreement** with the Club.

Membership means where the context allows, this Agreement.

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Nominated Account means either Your bank account nominated in the "Direct Debit Bank Account Authorisation" or Your credit card account nominated in the "Credit Card Authorisation" in this Agreement.

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2. Membership and Access

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2.1 Subject to the terms of this Agreement, You are entitled to membership of **ACTIVE FITNESS^{HQ}** commencing on the Start Date.

2.2 Membership of **ACTIVE FITNESS^{HQ}** entitles You to have access to and make reasonable use of the Facility and the Services.

2.3 Membership is personal to You and cannot be transferred, lent, sold, swapped or redeemed except in accordance with this Agreement.

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2.5 If You lose Your Membership access band and require a replacement band You will be required to pay the Club the Membership access band Fee.

2.6 You must return your Membership access band to the Club upon expiry, cancellation or suspension of Your Membership. If you fail to do so You will be required to pay the Club the Membership access band Fee.

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3.3 Fee Variations

a) the Club may vary the Fees payable by You from time to time;

b) the Club will make reasonable efforts to notify You thirty (30) days before any Fee variations;

d) if Your Fees are varied You authorise any direct debits from your Nominated Account to be varied accordingly;

e) Upon a junior Annual Member reaching the age of 18 the Fees will increase to the current Annual Membership Fee. Upon a junior Flexible Member reaching the age of 18 the Fees will increase to the current Flexible Membership Fee.

3.4 You are also required to pay to the Club any fees which may be incurred by the Club in recovering or enforcing payment of Fees by You. Such fees may include fees charged by the Club's financial institutions, legal costs and/or the commission of a collection agent.

4. Dealing with Your Membership Agreement

4.1 Cancellation of Your Membership by You. You may cancel this Agreement by giving your completed Cancellation Request to the Club:

- within the Cooling Off Period and receive a refund of Your Fees less the Activation Fee and any charges for Services You may have incurred;
- if You are adversely affected by any variation of this Agreement (other than a variation of the Fees);
- within thirty (30) days of the Club notifying You of a variation in the Fees payable by You; or
- for any other reason as set out in this Agreement.

4.2 Your Cancellation Request:

- must be submitted on at least thirty (30) days prior to the requested date of cancellation; and
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4.3 You will pay a Cancellation Fee upon cancellation unless:

- You are requesting cancellation because of Your physical condition and You present a medical certificate which verifies Your physical condition is such that You are unable to use the Services or the Facility and the General Manager of **ACTIVE FITNESS^{HQ}** agrees, at his/her discretion to waive the Cancellation Fee;
- the General Manager of **ACTIVE FITNESS^{HQ}** at his or her discretion waives the Cancellation Fee;
- You become entitled by law to cancel Your Membership;
- You cancel a Flexible or Continuing Membership on thirty (30) days' notice to the Club;
- You cancel the Agreement because You would have been adversely affected by a variation of this Agreement;
- You cancel this Agreement within 30 days of the Club notifying You of a variation of Fees; or
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- You pay the Transfer Fee; and
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a) Your Suspension Request:

- must be submitted at least thirty (30) days prior to the requested date of suspension; and
- must be delivered personally to the Club or posted by pre-paid registered post to the Club.

b) if You are an Annual Member and the 12-month period of Your Annual Membership has not expired such period will be extended by the period of the suspension.

c) Subject to 4.5(d) if Your Suspension Request is accepted by the Club You may only suspend Your Membership for the following periods per year depending upon Your Membership type:

Membership Type	Suspension period per membership year
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d) if You present a medical certificate with Your Suspension Request and the certificate verifies Your physical condition is such that You are unable to use the Services or the Facility the General Manager of **ACTIVE FITNESS^{HQ}** may agree at his/her discretion, to suspend Your Membership for a specified period.

e) You must pay the Administration Fee for each period of suspension.

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- Your Fees are not paid on the Due Dates;
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- You allow a person who is not a Member to access the Facility; or
- You fail to comply with any terms of this Agreement (including the **ACTIVE FITNESS^{HQ} Rules**) and Your failure cannot be remedied or if capable of remedy You fail to remedy it within a reasonable time.

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6.2 The **ACTIVE FITNESS^{HQ} Rules** may be displayed in the Facility and may be varied by the Club from time to time.

6.3 As at the date of this Agreement the **ACTIVE FITNESS^{HQ} Rules** include the rules set in schedule 1.

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8. Continuation of Annual Membership Agreement

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- a) Prior to such expiry Your Annual Membership is cancelled by You or the Club; or
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11. Temporary Closure

11.1 The Club may close part or all of the Facility for a special occasion or for repairs or refurbishment, from time to time. You are not entitled to any suspension of membership fees, extension of membership or refund where a particular closure is by decision of the Club and for not more than 2 days, or is caused by anything beyond the reasonable control of the Club.

12. Indemnities and Exclusions

12.1 To the maximum extent permitted by law You indemnify the Club from and against any Claim for any Loss arising from or in connection with your use of the Facilities, Your negligence and any of your acts or omissions, where:

a) "Claim" means any claim, allegation, suit, action, demand, cause of action or proceeding, irrespective of: when it arises; whether or not it is actual or contingent, whether it is made under contract or in tort (including in negligence), in equity, under statute or otherwise; and

b) "Loss" means actual, contingent or consequential damage, debt, loss, penalty, fine, expense, liability or costs (including legal costs on a solicitor/client basis and investigative costs).

12.2 To the maximum extent permitted by law the Club excludes all liability to You, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, the Club limits its liability to you to the maximum extent permitted by law.

12.3 Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, subject to this Agreement the Club is not liable for death or injury caused by the Club's negligence or breach of implied terms that services will be provided with reasonable care and skill at common law.

12.4 In some cases particular goods or services may be provided within the Facility by other parties including in some cases other parties with whom the Club has a contractual relationship. Any claim as a result of anything done or omitted by any such other party whether or not payment has been made through the Club must be brought against and is the sole responsibility of that other party and not the Club. To the maximum extent permitted by law You release the Club from any claim in connection with any act or omission by any such person.

12.5 You agree to pay for any damage to the Facility caused by Your wilful, wrongful or negligent act or breach of this Agreement.

13. Physical Condition

13.1 You warrant to Club that at the time You use the Facility and Services that: a) you are in good health and in proper physical condition to use the Facility and Services; and

b) you do not have any physical, psychological or medical conditions which may be exacerbated or made worse in any way as a result of your use of the Facility and Services.

13.2 You agree not to use the Facility and Services while suffering from an infection, or a contagious illness, or a physical ailment, such as an open cut or sore, or where there is any other risk, however small, to other persons.

13.3 You must complete a pre-exercise health check if required by the Club before using the Facility or Services.

13.4 Staff and other persons who may work within the Facility, are not medically trained and are not qualified to give medical advice nor to make a medical assessment of Your physical condition or Your fitness or health. A health screening check or recommendation is not a medical assessment and is only to provide suggestion that You need to carefully consider in light of Your own circumstances and medical advice You should obtain from your doctor.

13.5 The Club strongly advises You to take medical advice prior to undertaking any exercise program or other physical activity, if You are in any doubt about Your condition or fitness,

14 Authority to Use Your Image

From time to time the Club will take photos/video for promotional purposes. While the Club will make every reasonable effort to request permission to use Your image for any promotional purposes on occasion Your image may be used without permission and You authorise this use including authorising others to use Your image in relation to any representation of the Facility.

15. General

15.1 The Club does not waive its rights by delay or non-enforcement of its rights. No waiver or variation of the terms of this Agreement is effective unless in writing.

15.2 If a Court decides that any part of this Agreement is or becomes illegal, void or un-enforceable, that part is deleted and this does not invalidate the rest of the Agreement.

15.3 This Agreement comprises the entire agreement between You and the Club in relation to its subject matter and supersedes any prior agreement or understanding. You agree that the Club has not made any representations or promises to You that You have relied upon that are not in this Agreement.

15.5 This Agreement is governed by the laws of New South Wales.

16. Privacy Policy

16.1 The Club collects Your personal information contained in this Agreement to enable it to provide the Facility and Services to You. The Club's Privacy Policy sets out our policies on the management of personal information. The Club's Privacy Policy is set out on the Club's website www.activefitnesshq.com.au

17. RISK WARNING- You acknowledge;

a) Your use of the Facility and Services are recreational activities which involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from Your own actions, or the actions and/or omissions of others.

b) The risk warning set out in bold above and that the warning constitutes a risk warning to You pursuant to the *Civil Liability Act 2002 (NSW)*.

c) You engage in any recreational activity at Your own risk.

d) On each occasion You attend the Facility before using the Facility and Services You must consider Your Physical Condition and clause 13 of this Agreement;

e) That failure to have proper regard to Your physical condition or to comply with the **ACTIVE FITNESS^{HQ} Rules** increases the risk to You;

f) The Facility and Services the Club provides constitute Recreational services as defined in the *Competition and Consumer Act 2010 (Cth)*. To the maximum extent permitted by this Act, the Club excludes liability to You for:

- I. death;
- II. personal injury;
- III. the contraction, aggravation or acceleration of a disease; and
- IV) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
(1) that is or may be harmful or disadvantageous to an individual or community; or
(2) that may result in harm or disadvantage to an individual or community arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities.
THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED THAT YOU UNDERSTAND IT.

RE. If you are between the age of 14 years and 18 years, you acknowledge and agree that a Parent/Guardian has reviewed this waiver and consented to its terms.

I acknowledge that I have read and fully understand the terms of this Agreement including the Risk Warning, Physical Condition and Indemnities and Exclusion provisions.

.....
Member's Signature Date:

.....
Parent/Guardian Signature (if necessary) Date:

.....
Signed and Accepted by the Club Date

Active Fitness HQ Rules

1. You are not guaranteed a place in any group exercise class as numbers are limited for safety reasons, nor guaranteed access to particular equipment or at a particular time.
2. The Club reserves the right to adjust, cancel or reschedule any Group Exercise programme. The actual facilities and services, and hours of availability are adjusted at the discretion of the Club.
3. For safety reasons members are not allowed entry to any Group Exercise class more than 5 minutes after it starts or after the "warm up" component of the class has been completed. Members are advised to arrive 10 minutes prior to the commencement of a class. ACTIVE FITNESSHQ Terms and Condition VI
4. Crèche use is subject to availability and children must be escorted to the crèche by their parent or guardian and signed in. Terms and conditions apply.
5. For safety reasons you must not bring children into any dedicated exercise areas or to leave them unattended. The Club accepts no responsibility for children either brought into the Facility or left unattended in any area of the Facility at any time.
6. The Club takes no responsibility for any loss or damage for any personal belongings whether or not left in lockers or storage areas provided even if inside a locker when locked. You must remove personal items from lockers at the conclusion of Your training session.
Any items left in lockers at the close of business may be treated as abandoned and removed and discarded or recycled by the Club.
7. The Club reserves the right to refuse entry to the Facility on any particular occasion, without giving a reason. Any patrons under the influence of alcohol or drugs are excluded if detected. Abusive, disruptive or offensive behaviour and language are not permitted.
8. You must not bring any video camera or other camera or recording device into the Facility. While the use of mobile phones and/or iPad type devices is allowed, these devices must not be used to take or make any video, photo or recording.
9. Members' bags may be searched.
10. No pets or animals are permitted in the Facility with the exception of Guide Dogs.
11. Towels must be used on equipment at all times. Towels are available to purchase from reception. As a courtesy to other members, body deodorant must always be used.
12. As a courtesy to other members and staff you must ensure that all used weights are packed away accordingly.
Non-compliance of this rule could lead to suspension and or cancellation of your agreement with Active FitnessHQ
13. You must not engage in any personal training sessions other than facilitated by Active FitnessHQ personal trainers.
Non-compliance of this rule could lead to suspension and or cancellation of your agreement with Active FitnessHQ.
14. You must not facilitate personal training sessions inside Active FitnessHQ. Non-compliance of this rule could lead to suspension and or cancellation of your agreement with Active FitnessHQ and Legal proceedings.
15. You may be removed from the Facility if you do not follow these Rules You must observe and comply with all signs, requirements and directions and all laws and regulations.

The Active Fitness HQ rules are constantly updated (see clause 7 variation of contract) to ensure we can continue to provide a safe and clean environment for all to enjoy.

THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY.

By agreeing to these terms and conditions you acknowledge that you have read and fully understand the terms of this Agreement including the Risk Warning, Physical Condition and Indemnities and Exclusion provisions.

