



## Membership Agreement

Some of the key terms of this Agreement are summarised below. You must refer to the noted clause or provision for full details:

### This agreement is subject to a 7 day cooling off period:

Cooling Off: You can cancel this Agreement within 7 days from the Start Date by giving us written notice. The Start Date is the date you sign this Agreement (unless we agree to a later date). (see clause 3)

### Your Safety:

You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance. (see clause 5)

### Membership Fees:

Membership fees may change. (see clause 12)

### Suspending Your Membership:

**Direct Debit Memberships:** Your membership can temporarily be suspended, for a minimum of 2 weeks and up to a maximum of 2 months in any 12 month period. Each suspension period must start and end on a direct debit cycle. The fee is \$5 per fortnight and you must give two weeks notice so that we can contact the third party billing company (Ezidebit). Your account must also be up to date.

**Pre-Paid memberships:** Your membership can temporarily be suspended for a minimum of 2 weeks and up to a maximum of 2 months in any 12 month period. There is no suspension fee for pre-paid memberships. There is no notice period required. We can not backdate suspensions.

To suspend your membership: email your request to [info@workoutzone.com.au](mailto:info@workoutzone.com.au) & allow 72 hours for processing.

### Cancelling a Membership:

**Direct Debit Memberships:** There is no minimum term however, you must provide 30 days written notice to cancel this Agreement. (see clause 10) Please note, the access fee key fob/wristband is non-refundable.

To cancel your direct debit membership, email your request to [info@workoutzone.com.au](mailto:info@workoutzone.com.au) and allow at least 72 hours for processing.

**Pre-Paid memberships:** Can not be cancelled and refunds are not offered for remaining membership time or for the access fee key fob/wristband.

### Reactivating a Membership:

**Direct Debit memberships:** a reactivation fee of \$20 applies.

**Pre-Paid memberships:** a reactivation fee of \$20 is applied when expired longer than 2 months. The full access fee of \$40 applies if a new key fob or wristband is required.

### Not Enough Money in Account When Fees Are Due

You will be charged the third party Biller's Administration Fee (Ezidebit dishonour fee), if there is not enough money in your nominated account

on the usual payment day, or there is another reason that your account was unable to be debited (except one within the Biller's control). Your bank or credit provider may charge you a fee for overdrawing your account.

### Direct Debit Information

If an automatic direct debit arrangement is in place, your Membership Fees will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this Agreement or stop the automatic debit arrangement in a way not described in this Agreement, you may be liable for damages for breach of contract. You should, however, cancel any direct debit authorisation when your Agreement lawfully ends.

### Signing the Agreement

When you sign this Agreement you are entering into a legally binding contract with us. This Agreement sets out your rights to use our Facilities and Services and the responsibilities you have to comply with as a Member. These responsibilities, including payment of Membership Fees, do not depend on how often you use our Facilities and Services.

What is set out in this Agreement overrides any statements made by you or us before you signed it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this Agreement, or if you have any queries regarding this Agreement, please ask us before you sign.

### Workout Zone Pty Ltd

"Us" "Our"

**Company Name:** Workout Zone Pty Ltd  
ACN 153 831 460

**Address** Ground Floor, 42-44 Hawthorn Road  
Caulfield North  
State Victoria 3161

**E Mail** [info@workoutzone.com.au](mailto:info@workoutzone.com.au)

**Member "You" "Your"**

### Fees

**Access Fee:** Key Fob \$40, Wristband \$40

**Reactivation Fee:** \$20 (Reactivating a membership (with an existing keyfob/wristband))

**Suspension Fee:** \$2.50 per week (Direct Debit option only)

**Guest Fee:** \$15 per casual visit (Done in staffed hours only)

**Pro Rata Fee:** (initial)

**Pro Rata Fee:** (at Agreement end)

**Tailgate Fee:** \$150.00 (Maximum)

(letting someone into the gym under your access is NOT allowed)

Office Use Only: All signing persons have read through Agreement ID Shown and Details have been completed ACL exclusion clause signed for VIC Orientation completed

### Signing Part

I/we have read through this Agreement in full and understand my/our obligations under it. By signing here, I/we agree to be bound by the provisions of this Agreement.

Name

Your full name

Applicant or guardian signature

X

Date



## Membership Agreement

### 2. Joining, Access And Reciprocity

2.1 When you join our Club, you will need to give us information noted in the Details and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer.

2.2 On joining you will need to purchase a Access fob or access wristband that will let you access and use our Club and the Facilities and Services. The access fob or wristband is non refundable.

### 3. Cooling Off

3.1 If you change your mind after joining, you have 7 days to cool off or cancel your Membership starting on the Start Date. To be effective, you must let us know in writing at any time during this 7 day cooling off period. Your written cancellation can be given to us personally, by post or by email.

3.2 If you cancel your Membership under clause 3.1, we will charge you the Access Fee and fees for any services or products already supplied and Membership Fees will be refunded (for any unused period).

### 4. Minimum Age

4.1 For safety and security reasons you must be at least 18 years old to become a Member. Alternately 16 years of age with consent and signature of a guardian.

### 5. Health And Safety And Acceptable Conduct

#### 5.1 Your physical condition

5.1.1 When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead.

5.1.2 You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre- Exercise Questionnaire. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.

5.1.3 You must not use the Facilities and Services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other Members and others.

5.1.4 We may suspend or cancel your Membership if we have reason to suspect that you have not complied with clause 5.1.

#### 5.2 Your Access Pass

5.2.1 You will need your Access Pass to access the Club and must swipe this each time you use the Facilities and Services.

5.2.2 If you lose or forget your Access Pass you may access the Club during Staffed Hours if you show photo ID to Club staff but this will be at the discretion of the Club. You should not ask or expect another person to let you into a Club at any time.

5.2.3 You must not let anyone else into a Club without the approval of Club staff or let anyone else use your Access Pass. If you break

this term, you may be charged the Tailgate Fee and/or your Membership may be suspended or cancelled.

5.2.4 If your Access Pass is lost or stolen you must let us know immediately and get a replacement in 14 days or you may be refused access to the Club. A Replacement Pass Fee will apply.

#### 5.3 Orientation

You may be required to participate in a Member orientation to familiarise you with the Facilities and Services before you use them.

#### 5.4 Proper use of equipment

You promise to take care to use the Facilities and Services safely and properly. If you are ever not sure how to operate any equipment properly, you agree to ask Club staff first.

#### 5.5 Guests

You may bring a guest into a Club but only if they register with Club staff first, pay a Guest Fee and meet our other reasonable conditions. For example, they will need to be the Minimum Age, show photo ID, complete the Pre-Exercise Questionnaire and other standard forms.

#### 5.6 Club Rules

5.6.1 Club Rules apply to everyone using the Facilities and Services. They are usually displayed in the Club.

5.6.2 Club Rules form part of this Agreement so you must make sure you read, understand and follow them at all times.

5.6.3 If you break any of the Club Rules we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Club Rules we may suspend or cancel your Membership. If your breach causes us or another person costs, loss or damages, you agree to pay for these.

#### 5.7 Commercial activity

You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

#### 5.8 Action for risky or inappropriate conduct

If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled (with a Cancellation Fee potentially applying) and/or we may refer the matter to appropriate authorities.

If your conduct causes us or another person costs, loss or damages you agree to pay for these.

### 6. Security

#### 6.1 24 Hour CCTV cameras

Club premises have CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Club if you have questions on this.

#### 6.2 Emergencies

6.2.1 Clubs have an emergency phone, panic buttons and security for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.

6.2.2 If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.

6.2.3 Clubs may also have an emergency or crisis response procedure displayed which must be followed in emergencies.



## Membership Agreement

### 6.3 Be cautious

You must be cautious when entering, leaving a Club and using the Club and when appropriate, for example, if exercising alone or outside Staffed Hours.

### 6.4 Following Directions

You agree to follow any reasonable direction of Club staff relating to health, safety or security matters or related matters.

## 7. Privacy

### 7.1 Your personal information

From when you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances.

Your personal information may be transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia.

### 7.2 General consent

By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy.

### 7.3 Other

As noted in clause 6.1, CCTV camera recording is used in Clubs (except in bathrooms). Members and guests are not allowed to take photos and/or videos in Clubs unless prior specific permission is granted by the Club.

## 8. Transfer

Your Membership cannot be transferred to another person.

## 9. Putting Your Membership On Hold

9.1 You may temporarily suspend your Membership for any reason if your account is up to date. In any 12 month period you may suspend your Membership for up to 2 months.

9.2 We may agree to suspend your Membership for more than the period noted in clause 9.1 for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction.

9.3 The Suspension Fee usually applies during any suspension period.

9.4 The granting of any suspension period is subject to a written request from the member.

## 10. WHEN YOU CAN END THIS AGREEMENT

### 10.1 Notice

You may cancel this Agreement on the given of 30 days written notice at any time.

10.2 This notice can be given to us in writing, by email or post.

10.3 If you cancel under clause 10.1, we can charge you the Administration Fee. You will also be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Access Pass Fee and Fees for services already supplied.

## 11. WHEN WE CAN END THIS AGREEMENT

11.1 In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.

11.2 If we cancel your Membership under clause 11.1, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Access Pass Fee and Fees for services already supplied. We may also charge a Cancellation Fee and recover costs, loss or damages caused by your breach.

11.3 You promise you are not bankrupt or insolvent and are able to pay applicable Fees at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your Membership Fees for an extended period. We may cancel your Membership if you become bankrupt or insolvent.

11.4 If we cancel your Membership under clause 11.3 you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Access Pass Fee and Fees for services already supplied.

## 12. FEES

### 12.1 Ezidebit Membership Fees

All ezidebit Membership Fees are payable on a 2 week Billing Period. You must pay Membership Fees in advance until your Agreement ends.

12.2 If you do not pay a Fee when due

12.2.1 If you do not pay a Fee or other amount you owe when due, we can suspend your Membership until all amounts have been paid. This is in addition to our other rights under this Agreement, including those under clause 11.1. Other consequences may also apply with respect to late or rejected direct debit payments (see clause 13.3).

12.2.2 Fees and charges continue to accrue during a suspension.

### 12.3 Fee increases

12.3.1 Fees may change from time to time including Membership Fees and all other Fees. We will make reasonable efforts to tell you of any Fee changes. If your Fees are varied, you authorise any debits from your nominated account to also be varied.

## 13. DIRECT DEBIT

### 13.1 Direct Debit Payment Agreement

If you pay any Fees, including ongoing Membership Fees, by direct debit, then this will be through our Biller (not us). You will be provided with a copy of Direct Debit Payment Agreement of the Biller which applies to any direct debit services. The Direct Debit Payment Agreement, which we are not a party to, is entirely separate to this Agreement.

### 13.2 Authority to deduct Fees

By nominating a credit or debit account, you authorise our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement. You must keep your account details up to date.

### 13.3 Late or rejected direct debit payments

You must ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the Biller's control), you will be charged the Biller's Administration Fee.

This will be added to your next debit amount. Prior arrears may also be included. You authorise our Biller to deduct any unpaid arrears outstanding on your account. Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.



## Membership Agreement

### 14. OTHER SERVICES

14.1 There may be other services, including personal training services, offered at the Club by contractors, licensees and others which are offered separately to services provided under this Agreement. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions. We are not responsible for these third party provided services including fees or any associated costs claims or refunds.

14.2 Only providers pre approved by the Club may offer services within the facility.

### 15. CHANGES TO YOUR AGREEMENT

We may sometimes make changes to this Agreement, including our Club Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it. We will make reasonable efforts to tell you of any change in advance and when it will take effect. Subject to other Terms, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.

### 16. OUR LIABILITY TO YOU

#### 16.1 Statutory guarantees

Under the ACL we guarantee that the services we supply:

16.1.1 are provided with due care and skill;

16.1.2 are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve/ receive and/or

16.1.3 are supplied in a reasonable time.

Under certain legislative provisions, however, we can ask you to accept some limitations to the ACL guarantees. If you sign this Agreement, you agree, to the extent allowed by section 139A of the CCA, to exclude or modify our liability to you for death or injury from our failure to comply with ACL guarantees. This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the CCA).

#### 16.2 Other implied terms

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, but subject to clause 16.1 and 16.2, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

#### 16.3 Loss of property

You promise not to unnecessarily bring valuables into a Club and agree that it is not the obligation of the Club to look after unattended property.

### 17. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any loss or damage to the Club or the Facilities and Services caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this Agreement.

### 18. CLUB CLOSURES

18.1 We may need to close the Club for a period of time, for example, due to an emergency, or if required by a court order or by law.

18.2 We may close our Club up to 14 days in any 30 day period under clause 18.1 and keep charging Membership Fees.

18.3 If we close the Club for between 15 and 30 days under clause 18.1 in any 30 day period, we will automatically suspend your membership with no fees payable by you.

18.4 We may also close the Club for up to 30 consecutive days if it is being refurbished or relocated.

18.5 We will try, but cannot promise we will be able, to tell you about any Club closures in advance.

### 19. COMPLAINTS AND FEEDBACK

If you have any concerns about the Facilities and Services or anything else in relation to your Membership, you should first raise it with Club staff. If you are uncomfortable about approaching, or do not wish to approach Club staff, or are not happy with the response given, you may send a complaint to us at [info@workoutzone.com.au](mailto:info@workoutzone.com.au)

### 20. GENERAL LEGAL MATTERS

#### 20.1 Unexpected events

We are not responsible if Members cannot use our Club because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control.

If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.

#### 20.2 Severability

If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.

#### 20.3 Waiver

If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in the future.

#### 20.4 Entire agreement

You agree that we have not made any representations or promises that you have relied that are not in this Agreement.

#### 20.5 Applicable law

The law of the state of Victoria applies to this Agreement.