

MEMBERSHIP TERMS

Definitions

“**Agreement**” means this Agreement as amended, supplemented or varied from time to time.

“**Club**”, “**Us**” or “**Our**” means C Fit Enterprise Pty Ltd ACN 169 417 618.

“**Initial Period**” means Initial Period of the membership described on the front page of this Agreement.

“**Extended Period**” means any period of the membership after the Initial Period.

“**Membership**” means the Members entitlement to use the use of the Services during the Term on the Terms and conditions contained in the Agreement.

“**Membership Fee**” means the fortnightly or monthly fee payable by the member during the Term noted on the front page of this Agreement.

“**Term**” means the aggregate the Initial Period plus any Extended Period.

“**You**” means the Member described on the front page of this Agreement.

Your Membership

The Members application for Membership to the Club has been accepted by us on the Terms and conditions contained herein. Membership to the Club entitles you to the use of the Club services and facilities (“**Services**”) only for the Term. Any additional facilities, services or privileges shall attract additional fees and charges at your cost unless otherwise determined by us in our sole discretion. You agree to abide by all the rules of conduct, dress and use of equipment and services (“**Rules**”) that are displayed in the Club from time to time. You agree that your entitlement to the use of the Services for the Term is non-transferable, non-refundable and non-suspendable, except for the specific circumstances outlined herein. We reserve the right to refuse entry to any person including Members have the right to cancel your membership without warning or notice for serious inappropriate behaviour that is threatening harassing includes damaging equipment in the Club and perceived risks.

Term and Cancellation

If the Term is for a period of three (3) months more, this Agreement shall be subject to a seven (7) day cooling off period beginning on the date of this Agreement. During the cooling off period the member may terminate the Agreement by notice in writing to the Club. The Term of the membership will be the Initial Period. Upon expiry of the Initial Period, the membership will continue on a month-to-month basis (Extended Period) and in accordance with Agreement. Any membership or after sales programs of three (3) months or less shall be non-refundable. **If your membership is a month-to-month basis, you can cancel your membership if you give us thirty (30) days notice in writing.** Your Termination notice period starts only after we send back to you our written confirmation of receipt for Termination notice, which we shall do within seven (7) days of the date we receive your termination notice and after your next direct debit occurs. Where either of us terminates your membership any fees that you have not paid (for example if you have not paid for the previous month) will need to be paid or we may take action to recover the outstanding payments. **Once a membership has 3 consecutive failed payments, the member’s details are forwarded to our Debt Collection agency for further action.**

If you elect to cancel the membership: (a) any amounts paid to date of cancellation shall be non-refundable; (b) any amounts then due and payable and unpaid shall be immediately recoverable without the necessity of any formal notice or demand; and (c) any amounts which, but for the cancellation of the Membership, would have been become payable during the Initial Period, shall be paid by you on the date on which, but for the cancellation, the amount have become payable,

and if not paid, shall be immediately recoverable without necessity of any formal notice or demand. You cannot seek any reduction in your membership fees because the Club is closed on a public holiday.

Cancellation inside a minimum term: You may terminate your direct debit membership before the expiry of the minimum term by paying either (a) the cancellation fee of \$200 which covers the cost of establishing and operating the membership; or (b) the total of the remaining balance of the minimum membership term (which on a 6 month commitment membership is \$499.85); whichever is the lesser. You must still provide thirty (30) day notice in writing if you wish to cancel inside a minimum term.

Payment Terms

All membership and billing agent fees will be paid by the member either fortnightly or monthly in advance. All merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). If any amounts are not paid on the due date, you agree that we may continue to debit the nominated credit or debit account with the total amount due without notice to you. The administration fee is a fee used for all set up costs of a new or renewing membership. This fee is non-refundable, even if you choose to cancel your membership during the cooling off period. If any amount payable for your membership is not paid on the due date, access to the Club will be suspended until such time as payments are up to date (late fees for recovery costs may be charged. An additional \$10 late payment administration fee may also be charged by the billing agent for each event of payment default. Any monies outstanding for other services in the Club may be automatically deducted from supplied account/credit card details if not paid at the Club. We reserve the right at any time, after a minimum period on a contract, to increase the fees to be charged, and will use reasonable endeavours to give written notice to the most current address you have supplied at least one month prior to this occurring. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise us and our billing agent to increase any direct debits to your credit card or bank account which you have authorised upon joining accordingly. Nothing contained in this Agreement shall render the billing agent of the Club for any purpose other than the collection of monies due and payable under this Agreement. You acknowledge that the billing agent shall not in any way be liable to you for the provision of the services.

Liability

It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by the Club. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use. You are responsible for any damage which you or your guest may cause to the Club facilities, if such damage is caused by a wilful act or negligence. Some contractors provide some of their services, such as personal training at the Club. Fees for services are paid directly to these contractors. We take no responsibility for the fees paid to these contractors. Any claim which you might have as a result of an act or failure to act by such a contractor, (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of that contractor and not us.

You hereby release and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor in the Club. You promise and represent on the date of signing these Membership Terms, and you repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition.

Our staff and many contractors are not medically trained and therefore not qualified to assess whether you or your guests are in good physical condition and/or that you or your guest can engage in active and passive exercise without detriment to you or their health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in doubt about you or your guest's ability to engage in active and passive exercise. We give you warning that, whilst on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members. In consideration of the Club accepting your application for membership of the Club and for you becoming and remaining a member of the Club, you agree that the Club should not be liable for any loss, damage or theft of any property belonging to, or brought onto any Club premises by you or your guest, occurring on said premises except where caused by gross negligence of the Club. Also that the Club shall not be liable for any death, personal injury or illness occurring upon any Club premises or as a result of the use of facilities and/or equipment provided by the Club, except to the extent that such death, personal injury or illness arises from the gross negligence the Club. All implied warranties,

terms and conditions shall, except where otherwise provided by statute, be excluded from this Agreement. Save as may otherwise be provided in this Agreement, the club's liability for any breach of this Agreement is, only if capable of limitation, hereby limited to, at the discretion of the Club: (a) the supply of the services again; or (b) the payment of the costs of having the services supplied again.

General Terms

Our operating hours can be obtained by visiting www.Camperdown-fitness.com.au or by calling (02) 8594 2900. We cannot guarantee that we will not need to add to, change or remove rules, conditions of membership, including but not limited to this Agreement, opening and closing hours and the services and facilities offered by the Club from time to time. You must keep us informed of any change of address, email address, contact numbers, bank account and credit card details for payment and any other information relevant to your membership. This Agreement will be subject to Australian law and the Courts of Australia will have jurisdiction over any disputes in relation to it.

This Agreement represents the entire Agreement between us in respect of subject matter and supersedes all prior representations, agreements or understandings whether written or oral in respect of the subject matter. You acknowledge that the use of the word "Club" in this Agreement is not to be constructed as creating any association of like interests with a Club owner or any concept of equity participation with a Club owner to any voting rights in your favour. The Billing Agent and the Club make assign their respective rights under and the benefit of this Agreement. Without derogating from the generality of the foregoing the Club shall be entitled to assign the provision of services to the owner of another Club ("Assignee Club") provided the Assignee Club is no more than 10km distance from the Club. If any part of this Agreement is or becomes void or unenforceable, in consequence of any determination by a court or tribunal or statute in jurisdiction that part is or will be severed from the Agreement for that jurisdiction so all parts that are not or do not become void or unenforceable in that jurisdiction remain in full force and effect and are unaffected by that severance. The validity and enforceability of that part in any other jurisdiction is not affected. No alteration to this Agreement or cancellation thereof nor alteration to the payment Terms or billing arrangements contained herein can be made without the prior written Agreement of the Club and Billing Agent. Notices required to be furnished by one party to another shall be in writing addressed to the address of the addressee appearing in this Agreement or at such other address as the addressee may from time to time advise the addresser in writing.

Privacy

Although the owner will use its best endeavours to respect confidentiality of any personal information acquired by the Owner from the Member, there may be occasions when, in the Owner's discretion, such information may need to be disclosed to a third party, in which case the member authorises the owner to so disclose. In the course of establishing your membership with you and during the term of your membership we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). The Club will only use, disclose or deal with such information in accordance with our privacy policy. A full copy of which is available on www.Camperdown-fitness.com.au

Drawing arrangements

First drawing under this direct debit arrangement will occur on the nominated date. We will only arrange for funds to be debited from your account as authorised in the direct debit request. If the debit day falls on a day that is not the banking day, we may direct your financial institution to debit your account the following banking day. We may vary any details of this arrangement or a direct debit request at anytime by giving you at least fourteen (14) days written notice to the address you have given us in the direct debit request. We will keep any information including your account details in your direct debit request confidential.

We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you to the extent specifically required by law; or for the purpose of this agreement (including disclosing information in connection with the query or claim).

Your rights

You may change, stop or defer a debit payment, or terminate this agreement by providing us thirty (30) days written notice by:

- Email: sales@camperdown-fitness.com.au.
- Written notice to 166 Parramatta Road Camperdown NSW 2050.
- Written notification by a cancellation notice available from reception

Enquiries

Direct enquiries should be made to us in the first instance and should be made five (5) working days before next drawing.

Disputes

You should check your account statement to verify that the amounts debited from your account are correct. If you believe that there has been an error in debiting your account, you should notify us directly by telephoning (02) 8594 2900 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

Your commitment to the Club

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- your account details which you have provided to us are correct by checking them against a recent account statement; and
- that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. You may also incur fees or charges imposed or incurred by us; and you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.