

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

DEFINITIONS

In this agreement the following terms apply:

“Agreement” means this membership agreement made between you and Invigr8 Health Club.

“Club” means the Invigr8 Health Club gym where you applied for your membership as described in this agreement.

“Invigr8 Health Club” means Round 2 Investments Pty Ltd trading as Invigr8 Health Club.

“You” means the person described in this agreement who is applying for the Invigr8 Health Club membership.

CONTRACT

This agreement incorporates the terms of the Invigr8 Health Club membership policies and club rules (which are located at the club) and the Invigr8 Health Club privacy policy which is available at www.invigr8.com.au or by emailing team@invigr8.com.au

GENERAL CONDITIONS OF ENTRY

To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership:

ENTRY: Entry will be refused or you may be requested to leave the Club if:

- you are using abusive or threatening language or behaving in a threatening way; or
 - you are under the influence of drugs or alcohol; or
 - you instruct other members when Invigr8 Health Club has not authorised you to do so; or
 - you behave in another way that is considered by Invigr8 Health Club to be risky or seriously inappropriate.
- All instruction given by any Invigr8 Health Club staff/contractor/PT must be complied with promptly and without hesitation

SAUNA FACILITIES: Saunas are available for male and female use and as such minimum standards of dress apply.

DRESS CODE: Fully enclosed shoes must be worn during workouts for safety reasons, excluding selected group fitness stretching classes (see in club for details). Members are required to always wear a singlet or t-shirt in the club.

TOWELS: You are required to use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. You may be requested to cease training if you do not use a towel. You can hire a towel from reception.

ALLOWING US TO USE YOUR IMAGE: We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

MEMBERSHIP FEE INCREASE

Invigr8 Health Club reserves the right, at any time, to change the fees charged to members for use of the facilities. Invigr8 Health Club 24/7 agrees to use reasonable endeavours to provide you with written notice of the changes at the most current address you have supplied. The changes will take effect 30 days after the notice has been received by you. We deem receipt to have occurred 2 business days after the notice was posted. At the end of the 30 day period, you authorise Invigr8 Health Club and/or the direct debit company to debit the new amount from your account.

MEMBERSHIP

Nature of membership - Your membership permits you to use Invigr8 Health Club premises, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by Invigr8 Health Club management. Invigr8 Health Club reserves the right to sell memberships at different rates and terms.

The Policies & Club Rules detail the use of Invigr8 Health Club. These policies & club rules may change from time to time and it is your responsibility to stay up to date regarding the changes. All changes will be posted in the club. A copy of the Policies & Club Rules is available from reception.

Access Fee - This is a non-refundable security deposit for your 24/7 access. If in the event you lose your proximity tag, you will be required to pay a “lost tag fee” to be able to gain access into the club.

Membership freezes - Invigr8 Health Club will only freeze your membership if you qualify under the membership freeze policy set out by the club. To be eligible for a membership freeze you must be in good standing with all processing and enrolment fees paid and you must be current on your fortnightly fees. You may suspend your membership by giving prior notice in writing for the period of 4 weeks in any year of your membership from your joining date. If you have a shorter term membership, we will pro-rata the 4 weeks. Longer freezes may be approved by management; this must be in writing and prior to any event. Suspension start dates cannot be backdated and membership will start again automatically after your stated suspension.

Membership transfer - Current members are able to transfer to a non-member. A \$60 transfer fee is payable by the incoming member on transfer of the membership.

Foundation Membership - Members are identified under Invigr8 Health Club Membership Policies as a Foundation Member. A Foundation Member has the privilege of maintaining the price of their membership for the life of the agreement. Invigr8 Health Club reserves the right to terminate their privileges in the event of the following:

- (a) A membership is not renewed prior to 30 days from expiry date.
- (b) A Direct Debit membership is in arrears for any fees or services.
- (c) A member’s conduct is improper or harmful to the best interests of Invigr8 Health Club and/or its members.

Termination of Foundation Membership privileges is effective on the date Invigr8 Health Club advises the member by email/mail to the last known address.

FEEES

You agree to pay the fees set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in this Agreement. If you terminate the Agreement or stop the automatic debit arrangement in a manner not described in the Agreement, then you may be liable to Invigr8 Health Club for any unpaid fees, or fees incurred by Invigr8 Health Club.

DISHONOUR FEE

A member is subject to a \$21.90 administration dishonour fee in the event that a fortnightly Direct Debit membership payment is dishonoured by their financial institution. This fee can increase at any given time without notice.

CANCELLATION, TERMINATION AND REFUND

48 Hour cooling off period - You can cancel your membership within 48 hours after signing this agreement by advising the club manager in writing. If you do, Invigr8 Health Club will refund all money you paid within 10 days of when Invigr8 Health Club receives the notice. An administration fee of \$75, or 10% of fees paid (whichever is lesser) is payable if you exercise your right to the 48-hour cooling off period.

It is the members responsibility to confirm the cancellation request has been received by Invigr8 Health Club if they have not signed a cancellation request form. It is also the members responsibility to ensure the payments have ceased after the date notified by Invigr8 Health Club.

Invigr8 Health Club may restrict and/or terminate your membership at any time at our sole discretion. Reasons could be but not limited to the following basis;

Cancellation Rights and Refund - You may cancel your membership if you qualify as follows:

- (a) Permanent Sickness or Physical Incapacity - Your disability must physically prevent you from using any of the Facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case Invigr8 Health Club will refund any unused prepaid monthly fees.
- (b) Concern for the health and/or safety of the member
- (c) Termination of direct debit Membership - You may terminate membership after three months and/or once your minimum term has been met by (i) written notice to Invigr8 Health Club; (ii) return of your membership access card/key when your membership ends. Your membership ends 2 weeks following the day Invigr8 Health Club receives notice. Any notice of termination must be received at least two days before your EFT bill date to allow Invigr8 Health Club sufficient time to process your termination.
- (d) Termination of Prepaid Membership - If you have a prepaid membership, you may not terminate it during the prepaid period (or get a refund), except for the reasons stated in sections (a). If you do not renew your prepaid membership by the renewal date, your prepaid membership automatically expires.
- (e) Termination for Cause by Invigr8 Health Club - Invigr8 Health Club may, at its option, terminate your membership if (i) you fail to make timely payments under any payment plan, (ii) any direct debit payments or fees are late, (iii) you fail to follow any of Invigr8 Health Club membership policies or club rules or violate any part of this Agreement; or (iv) your conduct is improper or harmful to the best interest of Invigr8 Health Club 24/7 or its members (v) concern for the health and/or safety of the member. (vi) abusive or threatening behaviour towards staff/contractors or other members. Termination is effective on the date Invigr8 Health Club emails a written notice. You are liable for all financial obligations until that date. If you prepaid your fees, Invigr8 Health Club will not refund any unused portion, and you must immediately return your membership access card/key.
- (f) Effect of Termination & Financial Obligation - Upon cancellation or termination, your right to use the Facilities ends and Invigr8 Health Club can deny you access and you may not be eligible to membership in future. Any money owing to Invigr8 Health Club when your membership ends, remains immediately due and payable and Invigr8 Health Club will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance.

MINIMUM AGE

All membership holders of Invigr8 Health Club must be a minimum of 13 years of age. All minors under the age of 16 must have a parent or guardian co-sign the membership agreement form and acknowledgement of indemnity waiver. Minors aged under the age of 18 years old must comply with the following restrictions:

- (a) Fob tag compulsory
- (b) A pre-exercise questionnaire to be completed by member with parent or guardian.
- (c) Members aged 13-15 are permitted access to the club outside staffed hours but **ONLY** with a parent/guardian training with them. Parent/guardian is to sign on their behalf accepting responsibility for the member on their agreement and induction form. Adult accompanying minor must be a member of the club also.
- (d) Members age 16-17 are permitted to train in unstaffed hours on their own at their own risk with a parent/guardian signing on their behalf agreeing to these terms and conditions

Failing to abide by the above terms will result in termination of memberships immediately and both will occur a \$250 non-compliance fee charged each to the member's nominated bank account.

24/7 ACCESS

Invigr8 Health Club only grants its members 24/7 access to its facilities. Any member who brings a non-member or restricted access member into the club during unstaffed hours acknowledges that:

1. They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member/unauthorised person whether or not caused through the negligence of Invigr8 Health Club.
2. Their membership will be terminated with a \$250 non-compliance fee charged to the member's nominated bank account.

UNSTAFFED HOURS

Invigr8 Health Club operates on a 24/7 basis and is accessible by members only, during unstaffed hours. As a member utilising the Facilities you acknowledge that you enter and use the Facilities 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.

STAFFED HOURS

The staffed hours for the club are displayed at the entrance to the club. Invigr8 Health Club reserves the right to make amendments to staffed hours at any time without notice.

VIDEO SURVEILLANCE

For security purposes, Invigr8 Health Club uses video surveillance equipment to monitor the club on a 24 hour basis. By signing this Agreement you acknowledge that by accessing the facility 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 client screening rooms.

ORIENTATION/INDUCTION

It is a condition of this Agreement that you participate in a Member orientation/induction. The orientation/induction focuses on various aspects of the Club including, but not limited to, Club layout, amenities, safe use of equipment, safe manual handling techniques and entry and exit areas. Invigr8 Health Club may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation/induction prior to the commencement of exercise.

RELEASE

You use the facilities provided by Invigr8 Health Club within the Club at your own risk and acknowledge that the use of the facility may involve risk of injury, whether caused by you or another party. You release, to the fullest extent permitted by law, Invigr8 Health Club 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, injury or death to any person.

INDEMNITY

You indemnify Invigr8 Health Club 24/7 against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgements and losses of any kind whatsoever that Invigr8 Health Club 24/7 incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by you at or in the club or in the vicinity of the club.

Risk Warning

Invigr8 Health Club warns that whilst you are on our premises using our Club and recreational services, you are at risk of suffering physical harm or personal injury including but not limited to broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:

- (i) slipping on wet flooring;
- (ii) being struck by weights;
- (iii) colliding with equipment, or other Members;
- (iv) engaging in strenuous exercise and activities; or
- (v) incorrect use of equipment or Club,

(b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.

(c) You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.

(d) You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by Invigr8 Health Club are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

EQUIPMENT

You understand and acknowledge that Invigr8 Health Club purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the club. You understand and acknowledge that Invigr8 Health Club is providing recreational services and may not be held liable for defective products or equipment.

PHYSICAL CONDITION AND NO MEDICAL ADVICE

You acknowledge that you are in good physical condition and have no medical reason or impairment that might prevent you from your using the equipment at the club. You also acknowledge that Invigr8 Health Club did not give you medical advice before you used the equipment or participated in group fitness class and cannot give you any medical advice after you use the equipment. If you have any health or medical concerns now or after you join as a member of the club you must discuss them with your doctor before using the equipment.

If you incur an injury onsite at Invigr8 Health Club, it is your responsibility to notify a staff member immediately. Prior to leaving the club, an incident report MUST be completed to record the incident.

LIABILITY OF PROPERTY

Invigr8 Health Club is not liable to you for any personal property that is damaged, lost or stolen while in or around the club including, but not limited to, a vehicle or its contents or any property left in an open locker. If you cause damage to the club or any equipment you are liable to Invigr8 Health Club for its cost of repair or replacement.

CHANGE OF DETAILS

You must provide us with any changes to your details which are relevant to your membership.

ENTIRE AGREEMENT AND ENFORCEMENT

You acknowledge that neither Invigr8 Health Club 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 Invigr8 Health Club 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 invalid, it will not invalidate the remaining parts, which continue unaffected. If Invigr8 Health Club does not enforce any rights in this agreement for any reason, Invigr8 Health Club does not waive its right to enforce it later.