



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 24/7.

“Club” means the Invigr8 Health Club 24/7 gym where you applied for your membership as described in this agreement.

“Invigr8 Health Club 24/7” means Invigorate Pty Ltd trading as Invigr8 Health Club 24/7.

“You” means the person described in this agreement who is applying for the Invigr8 Health Club 24/7 membership.

CONTRACT

This agreement incorporates the terms of the Invigr8 Health Club 24/7 membership policies and club rules (which are located at the club) and the Invigr8

Health Club 24/7 privacy policy which is available at www.invigr8.com.au or by emailing team@invigr8.com.au

MEMBERSHIP

Nature of membership - Your membership permits you to use Invigr8 Health Club 24/7 premises, facilities, equipment and services (facilities) as shown and

limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by Invigr8 Health Club 24/7 management.

Invigr8 Health Club 24/7 reserves the right to sell memberships at different rates and terms.

The Policies & Club Rules detail the use of Invigr8 Health Club 24/7. 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 24/7 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.

FEES

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.

DISHONOUR FEE

A member is subject to a \$21.90 administration fee in the event that a fortnightly Direct Debit membership payment is dishonoured by their financial

institution. Please note as per Ezidebits service agreement, this fee can increase at any given time without notice.

MEMBERSHIP FEE INCREASE

Invigr8 Health Club 24/7 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 email/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 24/7 and/or the direct debit company to debit the new amount to your account.

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 24/7 will refund all money you paid within 10 days of when Invigr8 Health Club 24/7 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 24/7 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 24/7.

Basic 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 24/7 will refund any unused prepaid monthly fees.

(b) Termination of Membership - You may terminate it after one month by (i) written notice to Invigr8 Health Club 24/7; (ii) return of your membership access card/key when your membership ends. Your membership ends 2 weeks following the day Invigr8 Health Club 24/7 receives notice. Any notice of termination must be received at least two days before your EFT bill date to allow Invigr8 Health Club 24/7 sufficient time to process your termination.

(c) 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.

(d) Termination for Cause by Invigr8 Health Club 24/7 - Invigr8 Health Club 24/7 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 24/7's 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. Termination is effective on the date Invigr8 Health Club 24/7 emails/mails a written notice to your last known address. You are liable for all financial obligations until that date. If you prepaid your fees, Invigr8 Health Club 24/7 will not refund any unused portion, and you must immediately return your membership access card/key.

(e) Effect of Termination & Financial Obligation - Upon cancellation or termination, your right to use the Facilities ends and Invigr8 Health Club 24/7 can deny you access. Any money owing to Invigr8 Health Club 24/7 when your membership ends, remains immediately due and payable and Invigr8 Health Club 24/7 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 24/7 must be a minimum of 14 years of age. All minors under the age of 16 must have a parent or guardian cosign the membership agreement form and acknowledgement of indemnity waiver. Minors aged 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 14-15 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

24/7 ACCESS

Invigr8 Health Club 24/7 only grants 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 whether or not caused through the negligence of Invigr8 Health Club 24/7.

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 24/7 operates on a 24/7 basis and is accessible by members 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 24/7 reserves the right to make amendments to staffed hours at any time without notice.

VIDEO SURVEILLANCE

For security purposes, Invigr8 Health Club 24/7 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

It is a condition of this Agreement that you participate in a scheduled member orientation program. The orientation focuses on the safe and correct use of the equipment provided at the club. Invigr8 Health Club 24/7 may suspend or terminate this Agreement in the event of unsatisfactory completion of the club orientation prior to the commencement of exercise.

RELEASE

You use the facilities provided by Invigr8 Health Club 24/7 at 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 24/7 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.

EQUIPMENT You understand and acknowledge that Invigr8 Health Club 24/7 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 24/7 is providing recreational services and may not be held liable for defective products or equipment.

PHYSICAL CONDITION AND NO MEDICAL ADVICE

You represent 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 acknowledge that Invigr8 Health Club 24/7 did not give you medical advice before you used the equipment, 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 24/7, 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 24/7 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 24/7 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 24/7 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 24/7 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 24/7 does not enforce any rights in this agreement for any reason, Invigr8 Health Club 24/7 does not waive its right to enforce it later.

EziDebit Pty Ltd AUSTRALIA SERVICE AGREEMENT

I/We hereby authorise EziDebit Pty Ltd (ACN:096902813) Direct Debit User ID number 165969 (herein referred to as EziDebit Pty Ltd) to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit request (herein referred to as the business)

I/We acknowledge that EziDebit Pty Ltd is acting as a Direct Debit Agent for the business and that EziDebit Pty Ltd does not provide any goods or services and has no express implied liability in regard to the goods and services provided by the Business or the terms and conditions of any agreement with the business.

I/We acknowledge that the debit amount will be deducted from my/our account according to the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account and credit card details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that EziDebit Pty Ltd will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We acknowledge that there may be a delay in processing if:

1. There is a public or bank holiday on the day, or any day after the debit date
2. A payment request is received by EziDebit Pty Ltd on a day that is not a Banking Business day
3. A payment request is received after normal EziDebit Pty Ltd cut off times, being 4pm QLD time Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day. I/We authorise the business to vary the amount of payments from time to time as provided for within the business agreement.

I/We authorise EziDebit Pty Ltd to vary the amount of the payments upon instructions from the business.

I/We do not require EziDebit Pty Ltd to notify me/us of such variations to the debit amount.

I/We acknowledge that the business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangements will be directed to the business.

I/We acknowledge that any request to stop or cancel the debit arrangements will be directed to the business.

I/We acknowledge that any disputed debit payments will be directed to the business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by

EziDebit Pty Ltd.

I/We authorise EziDebit Pty Ltd to attempt to re-process any unsuccessful payments as advised by the business.

I/We acknowledge that if specified by the business, a setup, variation, SMS or processing fees may apply as instructed by the business.

CREDIT CARD PAYMENTS

I/We acknowledge that "EziDebit Pty Ltd" Will appear as the business name for payments from a credit card. I/We acknowledge and agree that EziDebit Pty

Ltd will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that any disputes will be directed to the business, as EziDebit Pty Ltd is acting as a third party payment provider.

I/We acknowledge and agree that in the event that a claim is made, EziDebit Pty Ltd will not be liable for the refund of any funds.

EziDebit Pty Ltd will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made, relating to an

alleged incorrect or wrongful debit, or otherwise required by law. Further information relating to EziDebit Pty Ltd's Privacy Policy can be found at:

www.ezidebit.com.au

Credit Card fees are a minimum of the transaction fee or the credit card fee whichever is greater

I/We authorise:

1. The Debit User to verify details of my/our account with my/our financial institution.
2. The Financial Institution to release information allowing the Debit User to verify my/our account details.