

**THE COLLECTIVE GYM PTY LTD ACN
624 348 796**

Membership Agreement

This membership agreement relates to the operation and function of THE COLLECTIVE GYM PTY LTD ACN 624 348 796 ("The Gym").

Nothing in these terms and conditions limit any rights you may be entitled to under the Trade Practices Act, Fair Trading Act, or any other Commonwealth or New South Wales State legislation. Any terms or conditions that create an inconsistency with any legislation are considered void to the extent of that inconsistency.

MEMBERSHIP TERMS AND CONDITIONS

1. GYM RULES

Members agree to abide by the following rules in relation to conduct, behaviour, dress code, equipment usage and use of services within The Gym.

I. Respecting our equipment

- a. You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it;
- b. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence;
- c. Use a clean towel when you use equipment, including exercise mats;
- d. Keep to the set time limits; and
- e. Put equipment away after use.

II. Taking care in wet areas

- a. Take care entering any wet areas of the Gym such as a bathroom or shower. Please note that these areas are unsupervised and you use them at your own risk.
- b. You must follow all signs and never run, or jump. Please also supervise children closely.

III. Keeping your belongings safe

- a. Any storage we provide for your use while exercising is not secure storage. Please keep your valuables on your or alternatively do not bring valuables into The Gym
- b. Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at The Gym.
- c. If you leave belongings at The Gym, we will hold them for you; however we give any items of lost property to charity each month.

IV. Wearing suitable clothes

- a. All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

V. Respecting others

- a. Be respectful and do not behave inappropriately towards other members, guests, our staff and outside providers. Examples of inappropriate behaviour include:
 - i. verbal or physical intimidation;
 - ii. Harassment;
 - iii. discrimination on the basis of race, sex, age or any disability another person may have

VI. Parking

- a. You park in the gym's car park or on gym premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents. b. Please keep to any set time limits for parking or we may charge you an extra fee.

VII. Consequences of Breaking the Rules

- a. We can refuse entry to anyone, including members, if they act unreasonably or break the rules of The Gym. We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately

2. MEMBERSHIP FEES

All Members of The Gym are required to pay membership fees.

Membership fees are to be paid monthly in advance, to The Gym.

Membership fees are fixed for a period of 12 months from the date of membership commencement.

After each 12 month anniversary of membership commencement The Gym reserves the right to increase membership fees. Members will be given 2 months' notice of any membership fee increases.

Members whose membership fees are in arrears will not be permitted to access The Gym unless and until their membership fees are paid up to date. Interest will be charged on overdue membership fees at a rate equal

The Gym will utilise the services of a third party provider for direct debit facilities. Fees and

charges may be applicable if a direct debit transaction cannot be processed due to lack of funds in the destination account; or for other reason not the fault of the direct debit provider. Credit card surcharge fees may also be imposed by the direct debit provider.

Members acknowledge they read and understood all terms and conditions associated with the relevant Direct Debit service agreement prior to signing the agreement.

3. FACILITIES AND SERVICES

Members will be entitled to the following facilities and services through their membership:

- Scheduled Classes
- Unaccompanied Gym Floor access

Facilities and services of The Gym may change without prior notice. Any such changes will not affect the terms of this agreement.

4. ACCESS TO THE GYM

Members will have unlimited access to the gym between the following hours. These are the core operating hours of the gym:

- a. Monday through Friday - 5am until finish time of last scheduled class for that day
- b. Saturday and Sunday - 6am - 11am.

Members will be permitted to access The Gym outside the core hours where classes and/or sessions have been scheduled by The Gym, contractors or licensees. Members are not permitted to access the Gym at any other time.

Members acknowledge that the core operating hours of The Gym are subject to change without notice.

5. OTHER SERVICES

There may be other services, including personal training services, offered by The Gym, contractors, licensees and others which are offered separately and/or in addition to the services provided under this agreement. The member will be required to pay applicable fees directly to the providers of additional services and agree to separate terms and conditions.

The Gym is not responsible for services provided by third parties, including fees or any associated cost claims or refunds, unless they are provided directly by The Gym.

6. MEMBERSHIP USAGE

Members agree that The Gym is not responsible for members' usage, nor is it responsible to notify members of their level of usage at any stage.

7. AGE REQUIREMENTS

For safety and security reasons, members must be 16 years or older at the date of joining. Members who are under 18 years of age must have a parent or guardian sign a consent form in person at The Gym.

8. CHILDREN IN THE GYM

Members agree that under no circumstance is it permitted for children to be left unattended The Gym. If children are left unattended, members agree that The Gym does not accept any responsibility for the safety and wellbeing of such children.

9. NON MEMBER ACCESS TO THE GYM

Members agree that they will not permit any non-member access to The Gym.

10. MEMBERSHIP COOLING OFF

New memberships are subject to a 7-day cooling off period, commencing from the close of business on the "Commencement Date" and ending on the close of business on the 7th day after the "Commencement Date". To be effective, requests to cancel during the cooling off period must be made in person at The Gym.

If a member chooses to cancel during the cooling off period, the member will only be charged for any classes or services rendered or products supplied.

11. MEMBERSHIP CANCELLATION

Members are able to cancel their membership without penalty by giving 4 weeks notice to The Gym.

12. PAUSING MEMBERSHIP

Members may 'freeze' their membership for a minimum period of 14-days at any time. Where this occurs, no membership fees will be collected during that period and the member will not be permitted access to the gym during that period. Members must make such requests in person at

The Gym.

13. COMMERCIAL ACTIVITY

Members agree that engaging in commercial or business activities in The Gym, such as offering personal training services or selling goods, is prohibited unless that member has been granted written permission to do so in writing by the Gym. If a member has been granted written permission, The Gym can revoke this at any time without prior notice.

14. UNEXPECTED GYM CLOSURES

The Gym is not responsible if members are unable to use the gym premises 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 the reasonable control of The Gym. If such a disruption continues for more than 7 days, then either the member or The Gym may cancel this agreement immediately by written notice. No fee will incur.

15. RELEASE AND INDEMNIFICATION

The Gym will not accept liability for any loss, damage, injury or expense to the member irrespective of how they occur. The member hereby indemnifies The Gym against all actions, claims, losses and damage made or suffered by any member pursuant to or as a result of the relationship between The Gym and the member formed under these terms and conditions.

16. MEMBERSHIP PRIVACY

The Gym will not pass on member information to any other business or entity without members' prior permission.

17. BREACH OF TERMS

If a member breaches any term in this agreement or acts in a way that is deemed inappropriate, The Gym reserves the right to suspend or cancel a person's membership.

The member agrees to pay for any loss or damage to The Gym, or its facilities and services, caused by that member or their guests through a wilful, wrongful or negligent act or as a result of that member's breach of this agreement.

MEMBER DETAILS

Member Name	
Member Address	
Member Date of Birth	
Member Phone	
Member Email	

EMERGENCY CONTACT

Name	
Relationship to you	
Contact Number	

MEMBERSHIP DETAILS**(ADMIN TO COMPLETE TO RETURN TO YOU BASED ON YOUR EZYDEBIT FORM)**

Membership Fees	\$_____ Per _____
Membership Commencement Date	/ /
Date of First _____ Payment	/ /
First Payment	\$_____ (ProRate ____ days)
Subsequent _____ Payments	\$_____ Paid pn the _____ of each _____

ACCEPTANCE OF TERMS AND CONDITIONS

I have read this Agreement and agree to the terms and conditions.

Name _____

Signature _____

Date _____

This section must also be completed if the member is less than 18 years of age at the date of joining.

By signing this form (below) I agree that:

I have read this Agreement and I give consent for the above named person to use the facilities and services offered by The Gym

I understand and have discussed with my child that The Gym is at times unsupervised and that they are to abide by all Gym rules and guidelines set out in the terms and conditions.

I have disclosed to The Gym any potential limitations utilising any of the equipment due to my child's age, fitness level, and any previous illness/injury.

I understand that there is a risk of physical injury during exercise and that there is the possibility that the future growth and development of teenagers that are not fully developed can be affected by heavy resistance training.

I agree to ensure that the above named person is well informed on the possible negative consequences of this type of training when not controlled.

Parent/Carer Name _____

Parent/Carer Signature _____

Date _____