

**Clem 4 Pty Ltd ACN 164397933 as trustee of the Clem 4 Trust trading as Active Life Fitness
Terms and Conditions**

1. Definitions

Agreement means the terms and conditions contained herein this agreement, the Application Form and the Rules;

Application Form means the application form provided by the Supplier;

Authorised Representative as nominated by the Customer from time to time;

Customer means the applicant named on the Application Form;

Direct Debit Form means the direct debit form provided by the Supplier;

Fee means the costs of the Services as at the date of this Agreement and as stated on the Application Form, as varied from time to time by the Supplier;

Rules means the Supplier's rules provided to the Customer related to the Services and those other rules for which the Supplier uses from time to time;

Supplier means Clem 4 Pty Ltd ACN 164397933 as trustee of the Clem 4 Trust trading as Active Life Fitness;

Services means any goods or services supplied by the Supplier to the Customer from time to time that relate to any work or service contemplated by this Agreement and the Rules which includes the use of gymnasium equipment and related services however are limited to the membership limitations as noted on the Application Form;

Tax Invoice means the tax invoice supplied by the Supplier to the Customer.

2. Acceptance of Terms and Conditions

2.1 These terms and conditions and the Rules are deemed to be accepted by the Customer upon either of the following events occurring:

(a) the Application Form is signed by the Customer or their Authorised Representative ; or

(b) the Customer instructs the Supplier to supply the Services.

2.2 Upon acceptance pursuant to this clause the Customer must execute and return the Direct Debit Form prior to the Supplier providing the Services, unless the Supplier agrees otherwise.

3. Authority

3.1 The Customer acknowledges that the Supplier or any representative thereof has not made any representation or agreement whereby the Customer has relied upon.

3.2 If any representation or agreements have been made by the Supplier or any representative thereof, the Customer agrees that they have not relied upon them and this Agreement forms the entire agreement between the parties.

4. Price

4.1 The price payable for the Services is the Fee.

4.2 The Customer agrees that the Fee payable for the Services is subject to the limitations as noted in the membership section of the Application Form.

4.3 Prices are subject to change from time to time by the Supplier with no notice being required to be given to the Customer.

4.4 Prices are current as at the date that the Application Form is signed by the Customer.

5. Terms of Payment

5.1 All payments to the Supplier must be made by direct deposit into the Supplier's nominated bank account by completing the Direct Debit Form by means as required by the Supplier.

5.2 The Supplier reserves the right at any time to withhold or cancel the supply of Services any time, without notice, if the Customer fails to comply with the terms of this Agreement.

5.3 The Supplier may withhold access to and delivery or performance of any Services until clear payment is received.

5.4 The Customer may elect to suspend payment of the Fee, in return for suspension of the Services for a minimum of two weeks and a maximum of a period equal to one half of the period in which the Fee is payable, per year, for a cost of \$1.25 per week during the period of suspension, in addition to paying a \$5.00 activation fee each time a suspension is initiated. Active Life Fitness requires at least 2 weeks' notice to suspend your membership if you pay fortnightly and 1 months' notice if you pay monthly. To avoid you not having 24/7 access on your return we cannot backdate suspension.

5.5 Any suspension to the payment of the Fee and suspension of the Services increases the period for which Fee is payable for a period equal to that of the time that the suspension is in place.

5.6 Upon a suspension being initiated the Customer hereby agrees to the additional fees contained in this clause 5 being charged to the customer in addition to the Fee.

6. Delivery of Services and Variation

6.1 The Customer must provide the Direct Debit Form and Application Form to the Supplier prior to any Services being undertaken.

6.2 The Services that the Supplier is to supply are limited to the Services as noted in the Rules.

6.3 The Supplier may refuse to supply Services to the Customer in the event that monies owed to the Supplier by the Customer are outstanding.

6.4 The Services that the Supplier will provide to the Customer are limited to those Services as contained in the Rules and any additional Services or variations thereof that may be required may incur an additional fee which shall be determined by the Supplier upon assessment.

6.5 The Supplier will attempt, in all possible circumstances, to limit the Customer's access to the Services.

6.6 The Supplier will, on becoming aware of any actual or potential delay in providing any Services, provide the Customer with notice as to the nature and cause of the delay however the Customer will not be compensated as a result of any delay in the providing of any Services.

6.7 The Supplier is not liable to the Customer for any failure to perform the Services, delay for performing the Services, or the Customer not being able to access the Services.

6.8 The Customer further agrees that the Services are the only services to be supplied to the Customer for the Fee, and any additional services that may be provided at the location that the Supplier usually supplies the Services may incur an additional cost.

6.9 The Customer agrees that the Supplier may vary the Services and Rules at any time and from time to time, no such reduction in the Fee will be made and no notice is required to be given to the Customer.

7. Warranties and Indemnities

7.1 The Customer warrants:

(a) that all information provided to the Supplier is accurate and acknowledges that the Supplier has placed reliance on the information provided and is not required to make any enquires to determine the validity of the information provided;

(b) the Authorised Person has the authority to perform and authorise any action that the Customer may undertake; and

(c) that at all times throughout the term of this Agreement the Customer will notify the Supplier if there is a change to the Customer's Authorised Person.

7.2 The Customer authorises the Supplier to:

(a) the extent permitted by law, to collect, retain and use any information about the Customer; and

(b) disclose any information obtained by any person for the purposes of delivering the Services.

7.3 The Customer indemnifies the Supplier against:

(a) any penalty or liability incurred by the Supplier for any breach by the Customer of this Agreement; and

(b) all actions, claims, demands, losses, damages, costs and expenses which the Supplier may sustain or incur or for which the Supplier may become liable whether during or after the term of this Agreement, by reason of any act or omission or negligence by the Supplier and its respective employees or any other authorised person.

- 7.4 The Supplier is not liable for any defect, damage or loss caused by the Supplier providing the Services.
- 7.5 The Supplier is not liable to compensate the Customer for any losses incurred for failure or delay if such is due to fire, cyclone, earthquake, flood, tsunami, inclement weather, strike, labour dispute, war, government order, riot, revolution, pandemic, civil commotion or any other cause beyond its reasonable control.
8. **Liability**
- 8.1 The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Customer in relation to the provision of the Services which cannot be excluded, restricted or modified by the Agreement ("Non-excludable Rights").
- 8.2 The Supplier disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Supplier for a breach of a Non-Excludable Right is limited, at the Supplier's option, to the supplying of the Services again or payment of the cost of having the Services supplied again.
- 8.3 The Supplier's liability for any claim in relation to this Agreement or the supply or performance of the Services (whether under statute, contract, tort, negligence or otherwise) will be limited to the amount of the fee paid by the Customer to the Supplier.
- 8.4 The Supplier is not be liable to the Customer for any claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any direct or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) of any remote abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties, as a result of or in connection with the provision of the supply or performance of the Services.
- 8.5 The Customer agrees that they waive any claim, future or present, that they may have or may arise against the Supplier that is in any way connected directly or indirectly with the supply of the Services.
- 8.6 Notwithstanding any other provision of this Agreement, the Supplier is in no circumstances (whatever the cause) liable in contract, tort including without limitation, negligence or breach of statutory duty or otherwise to compensate the Customer for:
- (a) Any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by the Supplier's failure to complete or delay in supply of the Services.
- 8.7 The Customer further indemnifies the Supplier from any costs or charges that in anyway either directly or indirectly relate to the supply of the Services and further for any services that the Supplier provides.
- 8.8 The Customer acknowledges and agrees that the Supplier may allow other persons to conduct business or services within the area that the Services are usually provided and any such person conducting other business or services is in no way affiliated with the Supplier and any recourse that the Customer may have against any other such person conducting other business or supplying services, whether legal recourse of otherwise, is to the exclusion of any liability on the Supplier's part.
- 8.9 Any damage caused, whether directly or indirectly by the Customer's actions or inactions must be remedied by the Customer upon demand by the Supplier, at the Customer's cost, and the Customer further agrees that they indemnify the Supplier for any loss incurred or damage suffered in remedying any such damage including, but not limited to, any loss or damage suffered by any other person using the Services provided by the Supplier.
9. **Default**
- 9.1 If the Customer makes default in any payment or breaches any terms contained here in this Agreement or the Rules, then the Supplier may terminate this Agreement.
- 9.2 In the event of default under this clause, the Supplier may, at its discretion:
- (a) elect to apply an interest charge against the Customer's account at the rate of 10% of the outstanding monies per month or part thereof;
- (b) charge an administration fee each month, or portion thereof, that an amount owing by the Customer is overdue;
- (c) commence proceedings against the Customer or enforce any personal guarantee;
- (d) call and act upon any security interest that the Supplier is entitled to enforce;
- (e) recover against the Customer all moneys that are owed to the Supplier including incidental costs that are incurred in relation to the Customer's default;
- (f) list the default in payment with the appropriate credit reporting agency; and
- (g) perform any other action that the Supplier deems appropriate to enforce this Agreement and recovery monies owed.
10. **Termination/Cancellation**
- 10.1 If the Customer wishes to cancel the supply of Services then they must give 30 days' notice in writing to the Supplier notifying them of termination. For direct debit memberships, at the end of the initial term this agreement shall continue on a fortnightly or monthly basis until such time as the member provides to Active Life Fitness written notification 30 days prior to terminate this membership.
- 10.2 In the event that the Customer wishes to terminate the agreement between the parties whereby the Supplier is providing Services for a fixed period of time, then the Customer must pay to the Supplier an amount equal to 75% of the remaining monetary obligation owed under this Agreement or \$275.00, whichever is the lesser in value, to the Supplier in addition to payment for the Services already provided or part thereof.
- 10.3 In the event that the Customer terminates this Agreement:
- (a) within 48 hours of accepting this Agreement; or
- (b) due to permanent sickness or physical incapacity, as certified by a medical practitioner, pursuant to the requirements of this clause 10, then the Customer must pay the lesser of \$75.00 or 10% of the total Fee that would have otherwise been payable to the Supplier pursuant to the terms of this Agreement.
- 10.4 The Supplier may terminate this Agreement at any time if the Customer breaches the terms and conditions contained herein without notice to the Customer.
11. **Privacy**
- 11.1 The Customer hereby authorises the Supplier to collect, retain, record, use and disclose personal information about the Customer, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a Solicitor or any other professional consultant engaged by the Supplier, a debt collector, credit reference organisation and/or any other individual or organisation which maintains credit references and/or default listings.
- 11.2 The Customer also authorises the Supplier to make enquiries with respect to the Customer's credit worthiness; to exchange information with other credit providers in respect to previous defaults of the Customer and to notify other credit providers of a default by the Customer.
12. **Security**
- Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:
- (a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer agrees to mortgage and/or charge all of its interest in the said land, realty or any other asset to the Supplier or the Suppliers' nominee to secure all amounts and other monetary obligations payable under these terms and conditions;
- (b) the Customer acknowledges and agrees that the Supplier (or the Suppliers' nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met;
- (c) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify the Supplier from and against all of the Suppliers' costs and disbursements including legal costs on a solicitor and own client basis; and
- (d) the Customer agrees to irrevocably nominate constitute and appoint the Supplier or the Suppliers' nominee as the Customer's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

13. **GST**

- 13.1 All prices contemplated by this Agreement, Rules and any other document provided by the Supplier are exclusive of and subject to GST.
- 13.2 A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1c9 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 13.3 The parties acknowledge that GST is imposed on a supply made under or in connection with this Agreement and that the consideration provided for that supply will be increased by the rate at which the GST is imposed and the additional consideration will be payable by the Customer to the Supplier at the same time as the consideration to which the additional consideration relates.
- 13.4 The Supplier will issue a Tax Invoice to the Customer for the supply of the Services at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- 13.5 If one of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this Agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.
- 13.6 The Customer must pay any taxes in relation to the receipt of the Services.

14. **Intellectual Property**

- All intellectual property rights and copyright in:
- (a) the Services (including but not limited all calculations and documents associated with the Services); and
- (b) all designs, drawings, technical information and documents created the Supplier, remain the property of the Supplier.

15. **General**

- 15.1 Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricted or modifying any condition, warranty, guarantee, right or remedy implied by the law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.
- 15.2 The Customer must not assign or transfer their rights under this Agreement without prior written consent of the Supplier, and any such assignment or transfer may incur \$50.00 fee payable to the Supplier.
- 15.3 The Supplier may assign or transfer any rights under this Agreement without any prior notice being provided to the Customer.
- 15.4 These terms and conditions supersede all terms and conditions previously issued by the Supplier.
- 15.5 The parties acknowledge that this Agreement is intended as a contract for the supply of Services and not any other relationship and, in particular, not the relationship of employer and employee, principal and agent or the relationship of partnership.
- 15.6 A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being:
- (a) Delivered personally;
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting;
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day.
- 15.7 If any provision, or the application of any provision, of this Agreement is prohibited, invalid, void, illegal or unenforceable in any jurisdiction:
- (a) this will not affect the validity and enforceability of the provision or part in other jurisdictions;
- (b) the provision or part will only be ineffective to the extent of the prohibition, invalidity, voidness or illegality; and
- (c) the provision or part will be severed and will not affect the validity or enforceability of the remaining provisions or parts of this Agreement.
- 15.8 Any waiver of a right under this Agreement must be in writing and signed by the party granting the waiver and will not operate as a waiver in relation to any subsequent matter.
- 15.9 Any failure, delay, forbearance or indulgence by a party in an exercise, or partial exercise, of a right arising under this Agreement will not result in a waiver of that right or prejudice or restrict the rights of the party.
- 15.10 Each party must do all things and execute all further documents necessary to give full effect to this Agreement.
- 15.11 Each party acknowledges that the party has received legal advice or has had the opportunity of obtaining legal advice in relation to this Agreement.
- 15.12 This Agreement will be governed by the laws of Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.
- 15.13 This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.
- 15.14 **Updating terms**
We reserve the right to update our Terms and Conditions at any time following provision pf 30 days' written notice which may be given by:
- (a) publishing a notice of the update in our newsletter
- (b) placing notices of the update in our fitness centres;
- (c) writing to by email advising of the update;
- (d) publishing notice of the update on our website; and/or
- (e) sending you an SMS notification of the update
- The most up to date version of our Terms & Conditions are available on our website
<http://www.activelifitness.com.au/terms-conditions>

ACTIVE LIFE FITNESS CONDITIONS OF ENTRY

1.0 AGE REQUIREMENT DURING STAFFED HOURS

1.1 Minimum Age

- a) You must be at least 14 years old to become a member of Active Life Fitness.
- b) If you are under 18 years of age, you must have authorisation from a parent or legal guardian to become a member of Active Life Fitness.
- c) Your Membership Contract and a Pre Exercise Health Screen form must be signed by a parent or legal guardian.

1.2 Children Under 16 years of age

Children under the age of 16 years may only participate in the following activities within staffed hours and must be supervised by a qualified personal trainer and/or parent or legal guardian:

- a) non-weights based group fitness classes; and
- b) use of cardiovascular equipment.

1.3 Children 16-17 years of age

Children between the ages of 16 and 17 may participate in the following:

- a) group fitness classes;
- b) adults weight-based group fitness classes, including weights-based circuit classes and classes that incorporate boxing type exercises;
- c) cardiovascular equipment; and
- d) resistance training*.

**Children between the ages of 16 and 17 may only participate in unsupervised resistance training once an initial resistance training program has been developed and supervised by a qualified member of staff.*

2.0 AGE REQUIREMENT OUTSIDE OF STAFFED HOURS

2.1 Minimum Age

- a) You must be at least 17 years old to use Active Life Fitness outside of staffed hours (24/7 access).
- b) A parent or legal guardian will need to be with you when you sign up for membership and complete your 24/7 safety induction so that they may give authorisation for you to become a member.
- c) Your Membership Contract and a Pre Exercise Health Screen form must be signed by a parent or legal guardian whilst in the club.

3.0 ACCESS TO CLUB

3.1 General Access Requirements

You acknowledge and agree that:

- a) you will scan your card at reception upon entering the club within staffed hours; and
- b) you will not use the after-hours scanners at the front and back entry doors within staffed hours to gain access to the club.

There are two scanners on the front reception desk, one labeled for 24/7 access and the other for non 24/7 access. Please scan in with the appropriate card on the correct scanner.

3.2 After Hours Access

You acknowledge and agree that to access the club during after-hours access periods you are required to:

- a) purchase a swipe access card and use this card to enter the gym outside of staffed hours;
- b) complete the Active Life Fitness security induction; and
- c) sign the Active Life Fitness Conditions of After-Hours Access document prior to accessing the club during after-hours access periods.

3.3 Staffed Hours

- a) Our staffed hours are displayed at our two entrances and on our website.
- b) We reserve the right to make amendments to our staffed hours without notice to you and solely at our discretion.

3.4 Membership Cards

- a) Your access and identification card is for your use only and must not be shared or issued to anyone else.
- b) The cost for lost cards is \$5 for non 24 hour access cards and \$35 for 24 hour access cards.

4.0 HEALTH RISKS

4.1 No Health Risk

You must immediately inform us in writing if you believe or reasonably should be of the belief, that participating in any fitness activities offered by us in any way could pose a risk to your health. Unless you tell us otherwise, we assume you have no health risks, conditions or injuries.

5.0 CONDITIONS OF ENTRY

As a member you will only be entitled to use our facilities:

- a) during times that accord with your membership type;
- b) for the term that your membership is valid; and
- c) strictly in accordance with:
 - i. all of our policies (which may be amended and updated from time to time);
 - ii. all signs and handouts that tell you what to do especially in areas, such as the child minding room, the swimming pool and steam room;
 - iii. any reasonable directions given by a member of our staff; and
 - iv. all of our Conditions of Entry as outlined in this document.

You acknowledge and agree that:

- d) you may be asked to leave the facility and/or your membership may be terminated by Active Life Fitness if you are found not to be following any our conditions of entry; and
- e) the rules and regulations may be amended by Active Life Fitness at any time.

5.1 General Conditions of Entry

You acknowledge and agree that:

- a) the gymnasium facilities are only available for use if you have a current membership or valid casual entry pass;
- b) you are required to scan your membership card on arrival at the gym. If you are bringing a guest they are required to first speak to a member of staff and sign in and out on the 'sign in sheet' located at the front desk;
- c) children up to and including the age of 13 are not permitted to be inside any areas of the club except for child minding during normal supervised child minding hours;
- d) you must put away all gym equipment immediately upon completion of exercise;
- e) you must wear enclosed, clean sports shoes whilst in the gym. This includes entering the gym and leaving the gym as well as in the pool area. Under no circumstances are thongs or any other type of non-enclosed shoes to be worn while in Active Life Fitness facilities;
- f) you are required to wear a singlet or t-shirt while in the gym;
- g) a towel must be used whilst participating in any group fitness classes or using any piece of equipment in the gym. If you forget to bring a towel you may hire a towel at reception for \$1;
- h) all equipment must be wiped down after use;

- i) wet clothing is not allowed in the gymnasium;
- j) you must conduct yourself in a manner which will not cause harm or discomfort to any other members or guests;
- k) you may not use abusive or threatening language or behave in a threatening way towards members, staff or other parties;
- l) Active Life Fitness accepts no responsibility for lost or stolen items;
- m) any breakage or damage to equipment must be immediately reported to an Active Life Fitness staff member and any equipment that is broken or faulty should not be used;
- n) bags are not permitted on the gymnasium floor. Bags must be stored on the storage rack in the weights room or in the lockers in the bathrooms;
- o) you must adhere to any reasonable instruction or request made by Active Life Fitness staff;
- p) Active Life Fitness is a non-smoking facility;
- q) no animals, drugs, alcohol or glass is allowed on the premises;
- r) you may not exercise while impaired by alcohol or drugs;
- s) foul, abusive or inappropriate language or behaviour is not permitted;
- t) mobile phones, cameras or recording devices are not to be used in the change rooms;
- u) use of emergency exit doors is only permitted in an emergency; and
- v) membership cards are not transferable between people and must only be used by the person whom the card is issued to.

5.2 Weights and Cardio Room Conditions of Entry

You acknowledge and agree that:

- a) there is to be no dropping of weights;
- b) no swearing, grunting or loud noises are permitted as this can be distracting and offensive to others;
- c) no rough play, loud or offensive language is permitted;
- d) a towel **MUST** be used at all times when using the equipment;
- e) all equipment must be wiped down after use;
- f) shirts must be worn at all times;
- g) all weights, bars and all other equipment must be returned to storage racks after use;
- h) collars must be used on barbells and safety pins properly used on machines;
- i) a spotter must always be used;
- j) fully enclosed footwear must be worn in all gym areas at all times;
- k) you must be considerate towards other gym users including allowing others the use of equipment between sets;
- l) in busy periods you must stick to a 20 minute time limit in cardio room;
- m) children between the age 15 years and under are not permitted in the weights room area;
- n) children aged 16 and 17 years must have a program written by a personal trainer before they enter the weights room;
- o) only one machine may be used at one time;
- p) you are responsible for letting Active Life Fitness staff know if you are unsure how to use a piece of equipment.

5.3 Group Fitness Conditions of Entry

You acknowledge and agree that:

- a) a towel must be used in all classes;
- b) in the interest of personal safety all participants must arrive before the class start time to allow for set up. Late entry to group fitness classes is not permitted;
- c) early departure from classes is not permitted in order to limit the distraction to others and reduce the risk of injury from not cooling down;

- d) all equipment must be returned to their original storage place after use;
- e) spin bike seats and handle bars must be lowered to their original position after use;
- f) spin bikes must be wiped down with disinfectant spray after use;
- g) members and guests are not permitted to touch the stereo systems in the group fitness rooms;
- h) for classes which require a pass you must ensure you collect a pass from reception before going into that class (no pass, no entry) and;
- i) you are responsible for letting the instructor know if you have any injuries or if there are any certain exercises you are unable to do.

5.4 Pool Conditions of Entry

You acknowledge and agree that:

- a) no running, pushing, back flips, rough play or diving is allowed in the pool;
- b) there is no lifeguard on duty;
- c) children under the age of 14 years old must be supervised by a competent person that is 16 years of age or older at all times;
- d) children under the age of 5 must be within reach of their carer at all times;
- e) parents or guardians with children under 10 years shall be dressed to enter the water if required;
- f) all guests must sign in and out on the guest registry upstairs at reception;
- g) proper swimming attire is to be worn at all times;
- h) you must dry yourself off and wear appropriate dry clothes and shoes when leaving the pool area;
- i) no food or drinks are permitted in the pool area (except bottled water);
- j) no glass objects are to be taken into the pool area;
- k) no alcohol or smoking is allowed in the pool area;
- l) animals are not permitted in or around the pool;
- m) surfboards, boogie boards or similar, are not permitted in the pool;
- n) large objects (such as pool noodles and kickboards) may obscure vision of the pool and they must be removed when not in use;
- o) no person under the influence of drugs or alcohol may use the pool or steam room;

- p) abusive, disruptive or offensive behaviour and language are not permitted and offenders will be removed from the club;
- q) people with communicable/infectious diseases including gastrointestinal illnesses such as cryptosporidiosis and skin infections shall not use the swimming pool;
- r) you will not enter the water if you have any bleeding or oozing;
- s) you will not deposit rubbish, or offensive material e.g. bodily wastes into the water;
- t) the maximum number of persons permitted in the pool at any one time is 45;
- u) if you currently have, or have had diarrhoea in the last 14 days, you should not enter the swimming pool;
- v) immunosuppressed individuals should not use the swimming pool;
- w) you must have a shower each time after exiting the steam room and entering the pool;
- x) you should avoid swallowing/drinking the pool water;
- y) you must wash hands thoroughly (using soap) after using the toilet or changing nappies;
- z) children should use the toilet before entering the pool;
- aa) soap, detergent or any other substance is not to be used in the pool;
- bb) contact lenses should be removed before entering the pool;
- cc) babies, toddlers or incontinent persons are not to enter the water with soiled nappies or naked;
- dd) nappies are not to be changed beside the pool and undiapered children should not be rinsed off in the pool;
- ee) accidents can happen and that if you or your child don't quite make it to the toilet, you are to inform reception immediately. Confidentiality will be respected;
- ff) swimming nappies must be used for children who are not toilet trained;
- gg) if you notice a problem with the pool water, you will inform management immediately; and
- hh) all signs and handouts in the pool area must be followed.

5.5 Steam Room Conditions of Entry

You acknowledge and agree that:

- a) the maximum length of stay in the steam room should not exceed 10 minutes;
- b) you should wait at least 10 minutes after completing exercise before entering the steam room;
- c) you will use the toilet and shower (using soap) before entering the steam room;
- d) you must have a shower each time after exiting the steam room and entering the pool;
- e) you should exit the steam room immediately if you feel uncomfortable, dizzy or sleepy;
- f) exposure to high temperatures for an extended period of time can result in heat exhaustion, heatstroke, heart attack, and, on occasion, death;
- g) if you are pregnant, have heart disease, kidney disease, high blood pressure, diabetes, respiratory problems, are on certain medications for cardiovascular disease, and/or have other medical issues that might be adversely affected by high heat, you will not use the steam room;
- h) children under 16 years of age are not permitted to use the steam room;
- i) proper attire must be worn in the steam room (swimmers, shorts etc);
- j) personal grooming in the steam room such as shaving, fingernail clipping or body exfoliation is strictly prohibited and offenders will be removed from the club;
- k) lost fluids should be replaced as dehydration can occur;
- l) no person under the influence of drugs or alcohol may use the steam room;
- m) you will not contact steam head or steam at the steam head;
- n) you will not use the steam room alone;
- o) you will enter and exit steam room with caution as the floor may be slippery;
- p) steam room is only to be operated with the door closed; and
- q) use of steam room is at your own risk.

5.6 Squash Courts Conditions of Entry

You acknowledge and agree that:

- a) non marking shoes are to be worn on the squash courts;
- b) bookings must be made 24 hours in advance for squash courts;
- c) ball and racquets must be returned to reception after use;
- d) you must let Active Life Fitness staff know if there is any water or sweat on the courts;
- e) guests must pay for squash courts before they commence their game;
- f) guests must sign in and out on the guest registry at reception; and
- g) the squash courts are only permitted to be used within staffed hours.

6.0 PERSONAL TRAINING

- a) Personal training is available at Active Life Fitness for an additional fee.
- b) Personal Trainers at Active Life Fitness are contractors and all arrangements you make with any of our personal trainers are between the respective personal trainer and you directly.
- c) Active Life Fitness is not responsible for fees paid to personal trainers or for any associated costs or refunds.
- d) Only authorised Active Life Fitness registered Personal Trainers are permitted to train members at Active Life Fitness. Conducting personal training sessions within the club without being an approved trainer may result in the cancellation of your membership.
- e) Any service provided by Personal Trainers is a contract between the Personal Trainer and you. Active Life Fitness does not accept any responsibility for breach of contract or negligence.
- f) If you make a claim because of something a Personal Trainer has or has not done, your claim should be brought against the Personal Trainer, not Active Life Fitness, whether you have paid them or not. You release us from any claim resulting from an act or omission by a Personal Trainer.

7.0 OTHER SERVICES

- a) Contractors and tenants provide other services at Active Life Fitness, such as physiotherapy and massage.
- b) You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds.

8.0 PARKING

You acknowledge and agree that:

- a) You park in the Active Life Fitness carpark or on club premises at your own risk; and
- b) Active Life Fitness is not liable for any loss or damage to your vehicle or its contents.

9.0 USE OF EQUIPMENT

- a) You acknowledge and agree to follow all equipment operating and safety instructions on the equipment. If you are unsure how to use a piece of equipment you must seek assistance from a member of our staff before use. If there is no staff on duty then you are not to use the piece of equipment.
- b) You agree to return all equipment including barbells, dumbbells, and plate weights to their designated racks after use. This includes unloading plate weights after use and returning them to their storage rack.
- c) You acknowledge and agree to be personally liable for any injury or harm suffered by yourself or another person, as a result of your violation of these conditions.

10.0 PERSONAL PROPERTY

- a) You acknowledge and agree that you are solely responsible for all of your personal belongings whilst you are within our facility.
- b) You hereby release us from any and all liability relating to the loss or theft of any of your personal belongings that has occurred while you are at Active Life Fitness.
- c) Large lockers are available in both the women's and men's change rooms.
- d) Small lockers are available in the weights room for small items such as wallets and keys.
- e) Lockers provided are not security devices. Storing any valuables in the lockers is done so at your own risk.
- f) Bags are not to be left on the gym floor.
- g) Loss of locker keys or damage to lockers will incur a charge of \$50.
- h) Any belongings left in the gym will be stored in our lost property box for one month. See reception if you have lost any of your belongings in the gym to see if it has been handed in or picked up by an Active Life Fitness staff member.
- i) After one month any lost property that is not collected is donated to charity.

Please note: We recommend that you DO NOT use the digital lock lockers in the men's and women's change rooms during non-staffed hours as there will be no way of opening your locker if you lock yourself out. We have a couple of lockers without a digital lock. If you would like to use these lockers please bring your own padlock to lock your locker.

11.0 POOL & STEAM ROOM

- a) You acknowledge and agree to abide by all signs and rules posted in the pool area.
- b) You acknowledge and agree that the pool is unsupervised and that you use the pool and steam room at your own risk.
- c) For hygiene reasons before entering the steam room or pool after a workout you must first have a shower. Upon exiting the steam room if you wish to then use the pool you must have a shower each time before using the pool.

Pool Opening Hours:

Monday to Thursday	5.00am to 7.45pm
Friday	5.00am to 6.45pm
Saturday	7.00am to 3.45pm
Sunday	8.00am to 3.45pm
All Public Holidays	Pool Closed

12.0 SQUASH COURTS

There are no additional costs for members using the squash courts. If you bring in a non-member to use the court the non-member must pay half of the court costs which is normally:

Peak Times* : \$25 per hour

Off-Peak Times: \$20 per hour

**Peak times are after 5pm on weekdays, weekends and public holidays*

Booking for squash courts are mandatory and may only be made 24 hours in advance. Squash racquets are available to hire for \$5 each. Balls are complimentary.

13.0 CHILD MINDING

- a) Child minding facilities are available at an additional cost to members.
- b) Parents are to be mindful of any food they bring into the child minding room as other children may have serious allergies.
- c) We do not allow any nut or obvious egg products in the child minding room.
- d) Children must be booked in to child minding as spaces are limited.
- e) On first use of the child minding facilities, before leaving your child/children you must first fill in a Crèche Entitlement Form for each of your children that will be in the child minding facility.
- f) You must sign your child/children in on the sign in sheet located in the child minding room and advise where in the gym they will be in case a staff member needs to find you.
- g) Upon picking your child/children up from the child minding room you must sign them out on the same sheet.
- h) If your child is ill you may not bring them into the child minding room.
- i) You are not permitted to leave the Active Life Fitness center under any circumstances while your child/children are in child minding.

Child Minding Opening Hours:

Monday to Friday	8.00am to 11.45am
Saturday	7.00am to 11:30am
Sunday	CLOSED
Public Holidays	CLOSED

Please note: For the 8am child minding time slot and Saturday morning child minding, bookings need to be made by close of business the day before. We will not take any bookings or walk-ins.

14.0 STUDENT MEMBERSHIPS

- a) Student membership rates are only valid for full time school and university students.
- b) To be eligible for student membership you must be an enrolled full time secondary, tertiary or TAFE student.
- c) You must present your current student identification concession card and/or relevant evidence of enrolment at the time of signing your membership forms.
- d) Members who are unable to produce valid full time student identification may be ineligible for a student membership.

15.0 GUEST PASSES

15.1 Complimentary Pass

A complimentary pass is only valid for 1 free visit to Active Life Fitness. Only one complimentary pass per person. A health screen form must be filled in and you must sign the guest sign in sheet before commencing your workout.

15.2 3 Day Pass

3 days must be 3 consecutive days and begins from your first visit. Only one 3 day pass per person. You must not have been a member in the past year and must also be a local resident. A health screen form must be filled in and you must sign the guest sign in sheet before commencing each workout.

15.3 10 Day Pass

10 Days must be 10 consecutive days and begins from your first visit. Only one 10 day pass per person and you must not have been a member in the last year to be eligible to use the 10 day pass. A health screen form must be filled in before starting your 10 day pass. Members with a 10 day pass must scan in at reception on every visit.

15.4 2 Week Pass

2 Week Pass must be 14 consecutive days and begins from your first visit. Only one 2 week pass per person and you must not have been a member in the last year to be eligible to use the 2 week pass. A health screen form must be filled in before starting your 2 week pass. Members with a 2 week pass must scan in at reception on every visit.

15.5 30 Day Pass

30 Day Pass must be 30 consecutive days and begins from your first visit. Only one 30 day pass per person. A health screen form must be filled in before starting your 30 day pass. Members with a 30 day pass must scan in at reception on every visit.

Please note: For all guest passes, guests are only permitted to use the club within staffed hours and must exit the club before closing time. You must be 18 years or older to use a guest pass.

16.0 OBLIGATIONS

You acknowledge and agree that:

- a) you will update your contact details when they change;
- b) you will act in an appropriate manner, and abide by the rules and regulations of the club;
- c) you will follow all directions by Active Life Fitness employees when requested;
- d) you will pay all agreed fees and ensure sufficient funds are available to cover all fees and advise Active Life Fitness in advance if your credit card has been stolen or bank details have changed to ensure payments are up to date;
- e) you will inform Active Life Fitness in advance if there is any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner;
- f) you have an obligation to inform Active Life Fitness in writing if you believe or should reasonably be of the belief, that participating in any fitness activities offered by Active Life Fitness in any way could pose a risk to your health;
- g) Active Life Fitness staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program;
- h) you are responsible for your own welfare and safety while exercising at Active Life Fitness. As a member I specifically indemnify and hold harmless Active Life Fitness its management and employees in respect of any event, which might otherwise have given rise to action against the club;
- i) it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated; and
- j) it is your responsibility to seek help from an Active Life Fitness staff member if you require assistance in operating a piece of equipment.

17.0 GUESTS

You may bring guests into the club during staffed hours only for a fee. All guests must:

- a) speak to a member of staff upon entering the gym;
- b) be at least 14 years of age (must be accompanied by a parent or legal guardian if under 18 years);
- c) sign in and out on the guest registry sheet at reception;

- d) fill in and sign a pre-exercise questionnaire on their first visit; and
- e) follow all signs and rules of the club.

18.0 DIRECT DEBIT RESPONSIBILITIES

You acknowledge and agree that you will ensure that:

- a) there is enough money in your account on the payment day and the next 5 days;
- b) your account can accept direct debits;
- c) you will inform Active Life Fitness if you are transferring or closing your account, at least 72 hours before you next direct debit; and
- d) you will inform Active Life Fitness about any changes to your credit card such as its expiry date or number at least 72 hours before your next direct debit.

You acknowledge and agree to the following Consequences of Late or Failed Payments:

- e) if your fees are not fully paid by the due date, Active Life Fitness may suspend your club access until payments are up to date and you have given us your account details; and
- f) if you have 24/7 access and you have any unpaid or failed payments the system will automatically deny you entry outside of staffed hours.

ACTIVE LIFE FITNESS

CONDITIONS OF AFTER-HOURS ACCESS

The following conditions apply to all members who wish to access the Active Life Fitness facilities during after-hours operation. This document refers specifically to the use of the Facility after-hours, and does not replace any other agreement between you and Active Life Fitness, such as the membership Terms and Conditions.

1. USE OF PREMISES

You acknowledge that by accessing the premises after-hours, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of the facility and assume all risks for injury, illness or death.

2. ACCESS

a) Other Persons Prevented from Accessing the Facility

You agree to access the facility using your Active Life Fitness access card. You must not allow access to the facility to anyone other than yourself. You acknowledge that you will be charged a \$150 fine if you violate this condition. In addition, you agree that you will be personally liable for any injury or harm suffered by an unauthorised guest, if you violate this condition. Any guests that you wish to bring to the facility must only attend during staffed hours.

b) Permitted Access Areas

You agree not to enter reception, child minding room, aerobics room 1, aerobics room 2 (yoga & pilates room), squash courts, pool, lights control room, personal trainer locker room or any other prohibited area as directed by Active Life Fitness, at any time during after-hours operation. Members may only access the pool and emergency exit in the event of an emergency where these two doors are your closest exit. Access to any of the prohibited areas will result in Active Life Fitness' security department being automatically notified. You acknowledge that you will be charged a \$150 fine if you violate this condition.

c) Permitted Entry and Exit Points

You must only access the facility via the main 2 entrances, at the front and back of the premises. You agree not to access the downstairs exit doors unless there is an emergency and one of these doors is your closest exit. You acknowledge that you will be charged a \$150 fine if you violate this condition.

3. SECURITY

a) Security Facilities

Active Life Fitness provides an automated 24/7 security system, including emergency buttons, duress pendants and 24/7 monitoring. Notwithstanding this, you acknowledge that you access the facility at your own risk and that no staff are on duty to provide assistance to you in the event of injury, harm or other risk to your safety.

b) Security Induction

Active Life Fitness will provide a security induction for any member wishing to access the facility after hours. You agree to complete the Active Life Fitness security induction prior to accessing the gym after-hours. You acknowledge that you will be charged a \$150 fine if you violate this condition.

4. LOSS OF PERSONAL PROPERTY

Active Life Fitness is not responsible for any loss or damage to your personal property. You agree that any personal property brought onto the premises is done so at your own risk.

Please note: We recommend that you DO NOT use the digital lock lockers in the men's and women's change rooms during non-staffed hours as there will be no way of opening your locker if you lock yourself out. We have a couple of lockers without a digital lock so if you would like to use these lockers please bring your own padlock and key to lock your locker.

5. USE OF EQUIPMENT

You agree to put away and correctly store all equipment that you use during your access of the facility. This includes any gym equipment or other objects located within the facility, and includes your own personal property. You agree that you will be personally liable for any injury or harm suffered by yourself or another person, as a result of your violation of this condition.

6. LOST/MISPLACED 24 HOUR ACCESS CARD

If you lose or misplace your 24 hour access card you will be required to purchase a replacement card for \$35. Please see reception during staffed hours to organise.

7. RELEASE

You use the Facilities provided by Active Life Fitness at the Centre after-hours 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, Active Life Fitness 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 during after-hours access.

8. INDEMNITY

You indemnify Active Life Fitness against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgments and losses of any kind whatsoever that Active Life Fitness 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 Facility during after-hours access.