

TERMS AND CONDITIONS OF THE LiFT STRENGTH & CONDITIONING/ DEBITSUCCESS MEMBERSHIP AGREEMENT

1. INTRODUCTION This document outlines the rights and responsibilities relating to the Member's entitlements during the Membership Period to use the studio's facilities. It also relates to the member's authority to Debitsuccess Pty Ltd to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Membership Agreement and DDR. These terms are stated below.

2. DEFINITIONS In this Agreement unless the contrary intention appears:

2.1 The singular includes the plural and vice versa. 2.2 A reference to a party includes that party's legal personal representative heirs and assigns. 2.3 "Member" includes the parent or guardian of the Member if the Member is under 18 years. 2.4 "studio" means the LiFT Fitness studio named on the Direct Debit Request (DDR) and Contract that this booklet refers to. 2.5 "Debitsuccess" is Debitsuccess Pty Ltd, PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 267 916, E-mail: Memberservice@Debitsuccess.com. All queries and comments about the fitness club services provided under this Membership Agreement should be directed to the studio. All queries and comments about the direct debit billing service should be directed to Debitsuccess. The Member acknowledges that Debitsuccess has been engaged by the studio to collect the fees due under this Membership Agreement if paying by way of direct debit, and also acknowledges that all rights of the studio under this Membership Agreement are able to be enforced by Debitsuccess as if it were the studio without any involvement on the part of the studio or the consent of the Member.

3. LEGALLY BINDING AGREEMENT

The Member acknowledges and agrees that:

3.1 The Direct Debit Request (DDR) and Contract is legally binding whether the use of the studio and its services is determined and paid on a yearly, monthly, weekly or individual basis. 3.2 The membership must remain current in order to avoid paying the admin fee again. 3.3 They declare that they are physically and medically fit and capable to engage in exercise and fitness programs at the studio, and have and will inform coaches of any condition or risk that may have an effect on their ability to participate in any exercise or fitness program prior to commencement. 3.4 They are 18 years of age or older at the time of signing, and not under any other legal disability. If not, a parent or adult guardian will sign also. 3.5 The **LiFT online adult pre-exercise screening tool** does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by LiFT Strength and Conditioning for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool. 3.5.1 If you answered "YES" to any of the 7 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise. 3.5.2 If you answered "NO" to all of the 7 questions, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise. 3.6 The member acknowledges and agrees to the best of my knowledge, all of the information I have supplied to LiFT Strength and Conditioning is correct.

4. RECEPTION AND ACCESS

4.1 All members must book in every time they attend the studio. 4.2 If a member would like to train with a non-member they must pay the casual membership rate. 4.3 The facilities are available to the general public and not exclusively for members. 4.4 To use the studio your account must be valid and up to date. Overdue payments can be made by calling Debit Success after which the studio may be used.

5. GENERAL CONDITIONS OF ENTRY

To ensure the studio is able to provide a high level of service in a safe, healthy and pleasant environment for all, members must comply with the following conditions:

5.1 Entry will be refused or a person requested to leave the studio if the person: 5.1.1 is abusive or uses offensive language or whose behaviour is threatening, or 5.1.2 is under the influence of drugs or alcohol. 5.2 No smoking is permitted in the studio. 5.3 No chewing gum permitted in the studio. 5.4 Sweat towels must be used at all times. 5.5 Weights must be returned to their correct place after use. 5.6 Correct training attire and runners must be worn in the studio – no jeans, work clothes, boots, sandals, thongs, or clothing that is likely

to cause offence to others are permitted. 5.7 No person under the age of 16 is allowed in the studio. 5.8 No food allowed in the studio. 5.9 No entry to a group exercise class 5 minutes after it starts.

6. OPEN LOCKERS

6.1 All items stored in the lockers are at your risk and we do not accept responsibility for items lost, damaged or stolen.

7. CANCELLATION / TERMINATION Direct Debit Membership

7.1 Cooling Off Period

The Direct Debit Request (DDR) and Contract is subject to a 7 day cooling off period: 7.1.1 The cooling off period commences at the close of business on the "Commencement Date". 7.1.2 The cooling off period ends at the close of business on the 7th day after the "Commencement Date". 7.1.3 New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the services and programs. 7.1.4 All monies will be refunded on a pro rata basis with the exception of an Administration Fee. 7.1.5 All cooling off cancellations must be in writing to the Manager.

7.2 Permanent Disability

7.2.1 Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the studio may agree to cancel the membership effective from the day of notice for an Administration Fee of up to 10% of the Membership Fee. If the medical condition is deemed not to be a permanent disability or serious illness and membership is within minimum term the standard cancellation terms and fees apply as outlined in 7.3. 7.2.2 All monies will be refunded with the exception of charges for services already delivered.

7.3 Cancellation procedure

7.3.1 ALL CANCELLATION REQUESTS MUST IN THE FIRST INSTANCE BE DIRECTED IN WRITING TO THE STUDIO VIA EMAIL.

7.3.2 Cancellations inside the Minimum Term – The Member may terminate their Membership Agreement before the expiry of the minimum term or payment if all the instalments and fees due up to the date of termination (which outstanding fees remain owing to the studio), by paying the cancellation fee specified on the front of the Direct Debit Request (DDR) and Contract to Debitsuccess. The Direct Debit Request DDR and Contract may be cancelled upon payment of either: 1. the costs the studio has incurred in establishing and operating the Membership which the studio assesses as \$150.00, or 2. the payment of the balance of the Membership Fees, whichever is the lesser. 7 days' notice is required for cancellation of all memberships including cancellations inside Minimum Term. 7.3.3 Cancellations after completion of the Minimum Term - After the expiry of the minimum term or payments, and after all instalments and fees due have been paid in full, the Direct Debit Request (DDR) and Contract shall continue indefinitely until such time as the Member makes a request, after the expiry of the minimum term for it to terminate. Any instalments/fees due at the date of termination (including instalments/ fees which fall due during the notice period) will remain a debt owed to and recoverable by Debitsuccess. There will be a period of notice of 7 days unless otherwise specified by the studio between the date of request and the date of actual termination during which any payments due must still be paid in full. The Member should contact Debitsuccess if they have not received written confirmation of the termination within the 7 day period. The Member shall not consider that the Direct Debit Request (DDR) and Contract has been terminated until such time as this is confirmed in writing to the Member by Debitsuccess (not more than 14 days after the termination date). Termination of the Direct Debit Request (DDR) and Contract will also terminate the Direct Debit Request Authority.

Paid in Full Memberships

7.4 If you decide to pay your membership in full, there will be no refunds available if you wish to terminate your membership prior to the end of your agreement. 7.5 If you purchase a paid in full memberships you have the ability to transfer the remaining time on your membership agreement to another person for a set fee as outlined in condition 8.1. 7.6 Paid in full memberships cannot be transferred between LiFT clubs at any time. 7.7 We agree and will refund any paid in full memberships or any other fees that the law requires. 7.8 Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the studio may agree to cancel the membership effective from the day of notice for an Administration Fee of up to 10% of the Membership Fee. In such a case the balance of the unused portion of the membership less the Administration Fee shall be refunded to the Member.

8. TRANSFER OF MEMBERSHIP BY THE MEMBER

8.1 Transfer of membership will be by agreement of the Manager of the studio and will incur a Transfer Fee of \$55. This fee is payable to the studio.

9. DAMAGE TO THE STUDIO

9.1 Any Member who wilfully or through their negligence damages the studio or its property will pay for the damage. Members are also responsible for damages caused by their guests.

12. SAFETY, MAINTENANCE & SERVICE DEMAND The studio may from time to time as reasonably necessary:

12.1 close off any part of the studio or isolate any piece of equipment for maintenance or safety reasons; 12.2 change the hours of opening and closing or alter class timetables in accordance with demand; or 12.3 vary studio rules. Where this occurs the studio will provide reasonable notice.

13. DAMAGE & PERSONAL INJURY Disclaimer To the extent permitted by law, the studio and Debitsuccess exclude any liability to the Member in the Membership Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with the Direct Debit Request (DDR) and Contract and/or the services/products provided by the studio and/or Debitsuccess, and/or any act or omission of the studio and/or Debitsuccess.

14. SEVERABILITY In the event any part of this Direct Debit Request (DDR) and Contract being or becoming void or unenforceable then that part shall be severed from the Direct Debit Request (DDR) and Contract with the intention that the balance of the Direct Debit Request (DDR) and Contract shall remain in full force and effect, unaffected by the severance.

15. SUSPENSION Suspension may be possible under the terms of the Direct Debit Request (DDR) and Contract. You may suspend for a minimum of 2 weeks at a time so long as the total time suspended within a 12 month period does not exceed 6 weeks. In order to suspend you must contact the studio Manager in writing with reasonable notice (at least 3 days) prior to the date of suspension. There is a charge of \$5.00 per week dependant on the type of membership while the Agreement is suspended. Any time spent on suspension will be added onto the minimum term of the Agreement so that the amount payable shall still be payable regardless of any suspension or suspension charges made.

16. BREACH OF TERMS & CONDITIONS Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your membership may be suspended or terminated. A proven serious breach of the general conditions of entry under Clause 5 may result in immediate termination of your membership without warning. The Member, Debitsuccess and the studio each hold reciprocal rights of termination for a material breach of any term or condition of this Membership Agreement. The Membership Agreement will be terminated upon receipt of written notice outlining the relevant breach.

17. TRANSFER OF MEMBERSHIP BY THE studio

17.1 The studio will have the right to assign or novate the Membership Agreement to a third party in the event of the sale of the business. 17.2 The studio may relocate to another premise within a 5 kilometre radius and the location at which the services are provided may change during the term of this Membership Agreement. 17.3 In the event of clauses 17.1 or 17.2 occurring you agree that the Direct Debit Request (DDR) and Contract will continue with the new third party and/or at the new location.

18. PAYMENTS BY DIRECT DEBIT If paying by Direct Debit the Member agrees to pay the instalment amount at the agreed payment frequency until the Direct Debit Request (DDR) and Contract is terminated in accordance with Clause 7 above. Should there be any arrears in payments the Member authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

19. ADMINISTRATION FEE (DIRECT DEBIT) If paying by Direct Debit, a one-off Administration Fee of the value indicated on the face of this Contract is payable to Debitsuccess by the Member on signing of the Direct Debit Request (DDR) and Contract. This fee is paid, to Debitsuccess..

20. PRIVACY

20.1 A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the studio or Debitsuccess to provide you with the services contemplated by the Direct Debit Request (DDR) and Contract or in accordance with your

selection relating to the Privacy disclaimer on the front page of the Direct Debit Request (DDR) and Contract. Debitsuccess' Privacy Statement is to be found on its website www.Debitsuccess.com. The studio's Privacy Statement can be obtained from the studio. 20.2 Unless you indicate to the contrary, you agree that we may use your personal information for internal marketing purposes. We may use your personal information to develop marketing lists and other programs for internal use only so that we may offer you goods and services by mail, telephone, facsimile, email or SMS. If you do not want to be contacted in this manner please notify your studio or reply "STOP" to any email or SMS.

21. CREDIT/DEBIT REPORTING AGENCIES If paying by Direct Debit, upon default by the Member in regard to any obligation under the Direct Debit Request (DDR) and Contract and failure to remedy the default after notification by Debitsuccess, the Member authorises Debitsuccess to notify any debt collection/credit reporting agency of the default. Should this occur then at Debitsuccess' sole discretion it may terminate the Membership Agreement at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full. The Member authorises Debitsuccess to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being Debitsuccess' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

22. INCREASE IN FEES If paying by Direct Debit, Debitsuccess may at any time AFTER the end of the minimum term, upon sending written notice to the Member's last known address and giving 14 days notice, increase the instalment amount. If the Member wishes to terminate the Direct Debit Request (DDR) and Contract as a result of the increase in the instalment amount, the Member must notify Debitsuccess in writing within 14 days of the date of the written notice sent by Debitsuccess. The Membership Agreement will be terminated upon receipt of this notice. If the Member does not notify Debitsuccess of its intention to terminate the Direct Debit Request (DDR) and Contract within such specified time period, then the Direct Debit Request (DDR) and Contract will remain in force and the increase in the instalment amount will be deemed to be accepted by the Member.

23. ENTIRE AGREEMENT The Direct Debit Request (DDR) and Contract, constitute the entire agreement, understanding and arrangement (express and implied) between the Member, the studio and Debitsuccess relating to the subject matter of the Direct Debit Request (DDR) and Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.