

MEMBERSHIP SERVICE AGREEMENT

TERMS & CONDITIONS

Unless otherwise agreed and stated in your Membership Form, this is an ongoing Membership Agreement. The agreement will continue until either you or we terminate it in accordance with this Membership Agreement.

Pursuant to the terms of your Direct Debit Authority, your Membership Fees will continue to be debited from your credit card or account until we cancel the arrangement by notifying the DD Provider following your termination of this Membership Agreement. If you terminate the Direct Debit Authority in a manner not described in this Membership Agreement, you may be liable to us for damages for breach of contract.

This agreement is subject to a 48-hour Cooling-Off Period in accordance with clause 3.8(a). You understand that you can terminate this agreement in writing without reason within this 48-hour period (use of a Cancellation Form in the form of Annexure 1 of this agreement is preferred), at which time you will be refunded all amounts paid pursuant to this agreement, less administration costs and other fees for any fitness services provided. After this period ends, you acknowledge that you will be bound by this agreement.

This 48-hour period commences on the date and time your membership was completed online or in any Revo Fitness Club.

1. TERM OF MEMBERSHIP

- 1.1. The term of Membership shall be for an indefinite period commencing on the Membership Commencement date stipulated in the Membership Agreement ("the Term").
- 1.2. The Member's Membership shall continue and the Member will continue to be charged the Membership Fee monthly in advance until the Member terminates their Membership with not less than 30 days written notice to Revo Fitness.
- 1.2. The Member's Membership shall continue and the Member will continue to incur monthly Membership fees in advance until the Member terminates their Membership with no less than 30 days written notice to Revo Fitness.

2. COOLING-OFF PERIOD

- 2.1. The Member shall have a period of 48 hours from the time of signing the Membership Agreement ("Cooling off Period") to terminate this Contract by written notice to Revo Fitness.
- 2.2. If the Contract is terminated by the Member within the Cooling off Period, Revo Fitness will refund all fees charged to the Member except for the Customer Set up Fee and the costs of any fitness services already supplied by Revo Fitness prior to date of termination.
- 2.3. If the Member purports to terminate the Contract after the expiry of the Cooling-off Period, in any other method to what is set out in Clause 8, the Member will be subject to the provisions of Clause 9.

3. PAYMENT OF FEES

- 3.1. The Member shall pay the Membership Fees and other fees:
 - a) In the amounts and frequency set out in the Payment Option details in the Membership Agreement;
 - b) Using the Ezy pay payment method.
- 3.2. The Member:
 - a) Must sign an Ezy pay Direct Debit authority in favour of Revo Fitness from an approved credit card or bank account in the amounts and frequency set out in the Membership Details in the Membership Agreement,
 - b) Must ensure that the nominated credit card or bank account is able to accept direct debits and have sufficient funds available to pay on the debit date,
 - c) Acknowledges that the contract the Member enters into with direct debit service provider, Ezy pay, is a separate Contract to this Contract and that any problems or issues that the Member experiences with the direct debit service should be raised with Ezy pay, not Revo Fitness; and
 - d) Must keep the direct debit authority in place until 30 days after the Member has given Revo Fitness written notice to terminate the membership; and
 - e) Acknowledges that Revo Fitness shall continue to debit Membership Fees under the direct debit authority until the Member or Revo Fitness cancels the direct debit payment arrangement with the Member's bank or credit provider.

- 3.3.** If any payment by direct debit is rejected by Revo Fitness' bank:
- a)** Revo Fitness will notify the Member of this fact;
 - b)** The rejected payments remain due and payable by the Member;
 - c)** An additional fee will be payable for each rejected payment (please speak to management for fee amount); and
 - d)** The Member's membership benefits will be suspended until such time that the payment has been made.
- 3.4.** If the Member closes the credit card account or bank account which is subject to the direct debit authority, it is the Member's responsibility to provide Revo Fitness with a replacement direct debit authority over another approved credit card or bank account. Failure to provide a replacement direct debit authority will constitute a breach of this Contract and the provisions of Clause 9 will apply.
- 3.5.** If the Member fails to pay any amounts owing under this Contract on the due date for payment and this amount remains outstanding for more than 2 business days, Revo Fitness will be entitled to charge interest on the amount owing at 12 percent per annum, calculated daily, until the amount owing is paid in full.
- 3.6.** Revo Fitness reserves the right to increase fees payable by members for the use of its facilities. Revo Fitness agrees to reasonably endeavour to provide the member with written notice of the changes at the most current residential or email address provided by the Member. The changes will be effective 30 days from the date of the Notice. After a 30-day period, the member authorises Revo Fitness and the direct debit company to debit the new amount from the member's account.

4. MEMBERSHIP BENEFITS

- 4.1.** During the term of the Member's Membership, the Member shall be entitled to access to the gym and use of the fitness equipment at Revo Fitness' premises.
- 4.2.** The Member acknowledges that:
- a)** Their access to the gym and the fitness equipment is not exclusive;
 - b)** The gym and the fitness equipment must be shared with the other members of Revo Fitness;
 - c)** Revo Fitness cannot give any guarantee or warranty that the Member will have access to fitness equipment;
 - d)** Revo Fitness purchases or leases the gym equipment from a third party and therefore does not manufacture any of the fitness equipment or other equipment used in the gym;
 - e)** Opening hours are subject to change without notice; and
 - f)** Revo Fitness may at times be operated as an unstaffed facility.
- 4.3.** The Member acknowledges that Membership does not include access to personal trainers. Personal training services can be obtained via a separate contract with Revo Fitness or other personal trainers who have a rental agreement with Revo Fitness. Any fees payable for these services will be in addition to the fees payable under this Contract.
- 4.4.** The Member acknowledges that at times, Revo Fitness operates as an unstaffed fitness facility. Access to, and the use of the facilities, is permitted to the Member during unstaffed hours. Members enter and use the facilities entirely at their own risk during these periods and agree to engage in proper use of the equipment, and practice safe conduct during unstaffed hours.

- 4.5. The Member agrees to participate in an Induction Training Program focusing on the safe and correct use of the equipment provided.

5. MEMBER'S OBLIGATIONS AS MEMBER:

- 5.1. The Member agrees to:
- a) Abide by the rules and conditions as set Revo Fitness regarding conduct at the gym and use of fitness equipment – which may be displayed on signage at Revo Fitness' premises;
 - b) Wear appropriate sportswear while using the facilities; Members must wear appropriate footwear at all times while using the equipment or fitness area,. Bare chests are not permitted;
 - c) Obey instructions given by Revo Fitness staff concerning the use of fitness equipment;
 - d) Not perform any act or engage in any activity which could cause damage to the gym, the fitness equipment or any item of property at Revo Fitness;
 - e) Not to perform any act or engage in any activity which causes or threatens harm against staff or other members of Revo Fitness;
 - f) Not to perform any act or engage in any activity which constitutes sexual harassment against staff or other members of Revo Fitness;
 - g) Not to consume or possess any alcohol or intoxicating substance or illicit substance on Revo Fitness' premises or operate fitness equipment while under the influence of alcohol or an intoxicating substance or illicit substance;
 - h) Provide Revo Fitness with full and ongoing disclosure of any physical or medical conditions;
 - i) Not to attend Revo Fitness' premises while the Member suffers from any illness, sickness or disease which is contagious;
- 5.2. If the Member causes any damage to the gym, the fitness equipment or any item of property of Revo Fitness, Revo Fitness shall be entitled to charge the Member for the costs to repair the damaged items or, if repair is not possible, the replacement of the damaged items.
- 5.3. The Member warrants that they are in good physical condition and has sought the necessary medical advice prior to embarking on a fitness program or exercise routine. If the Member is suffering from an illness, injury or long term medical condition, or has not visited a fitness facility or gym in excess of 6 months as a result of an illness or injury, they must provide a Medical Certificate from their Doctor permitting membership of a fitness facility.
- 5.4. Breach of any of the terms set out in Clause 5.1 – 5.3 will result in a warning from a member of Revo Fitness staff. Further failure to abide by the rules and conditions will result in the cancellation of membership.

6. SUSPENSION OF MEMBERSHIP:

- 6.1. The Member shall be entitled to suspend their membership for 2 weeks per calendar year during which the Member will not be charged for the weekly membership fee.
- 6.2. Suspension requests are accepted only by filling out a request form in person and suspension can only be for a minimum of 7 days at a time.
- 6.3. During the period of suspension of Membership, the facilities at Revo Fitness will not be available to the member for use.

7. TRANSFER OF MEMBERSHIP BY MEMBER:

- 7.1. Membership of Revo Fitness is not transferable by the Member;
- 7.2. Membership of Revo Fitness cannot be transferable between persons;

8. NOVATION:

- 8.1. Revo Fitness reserves the right to transfer, assign, sell or novate your membership, including this Agreement, to another provider of the gym service, granted that the facilities offered by the new owner of your contract are consummate with your existing membership, and are provided on similar terms within a 3km radius of the Gym location you currently use.

9. TERMINATION OF MEMBERSHIP:

- 9.1. The Member may terminate this Contract by providing 30 days written Notice to a Revo Fitness manager.
- 9.2. Membership fees will be due and payable for the 30-day Notice period.

10. DEFAULT BY MEMBER

- 10.1. The Member will breach this Contract if:

- a) The Member fails to pay any amounts owing under this Contract on the due date for payment and the amount remains unpaid for a period of 7 days
- b) The direct debit authority is cancelled and not replaced within 7 days;
- c) The Member is or becomes bankrupt;
- d) The Member terminates this contract in a way other than what is in accordance with clause 1.2 and clause 8;
- e) The Member breaches any of their obligations under clause 5; and
- f) The Member breaches any other term or condition of this Contract and this breach is not rectified within 14 days.

- 10.2. If the Member breaches the Contract, Revo Fitness may do any one or more of the following:

- a) Refuse entry to Revo Fitness' premises and suspend any or all of the Member's membership benefits for a period of up to 14 days;
- b) Terminate this Contract by serving written notice on the Member.

11. ASSUMPTION OF RISK FOR PERSONAL INJURIES:

- 11.1. The Member warrants to Revo Fitness that they are medically sound to undertake a normal course of exercise;

- 11.2. The Member acknowledges and agrees that:

- a) The Member's use of Revo Fitness' facilities and the fitness equipment provided is at the Member's sole risk and responsibility and that the Member is aware that exercise is physically demanding and participation in some activities may result in injuries;

b) Revo Fitness is not liable to the Member for any injuries that the Member sustains while using Revo Fitness' facilities and the fitness equipment provided, unless that injury is caused by the gross negligence of Revo Fitness.

11.3. Revo Fitness is not liable to the Member for any injuries sustained by the Member while the Member is under the supervision of a personal trainer who is not an employee of Revo Fitness. If the Member engages their own private personal trainer, any claims for injuries sustained under the supervision of that personal trainer should be brought against that personal trainer.

12. ASSUMPTION OF RISK FOR PERSONAL ITEMS:

12.1. Revo Fitness will not be liable for the loss, theft or damage of personal items belonging to the Member. Personal items are left and/or stored on the premises at the Member's own risk. Vehicles parked in or around the vicinity of Revo Fitness are parked at the Member's own risk. Revo Fitness will not be liable for the theft or damage to a vehicle or its contents.

13. PRIVACY:

13.1. The Member acknowledges that during the process of entering into the Contract, and during the term of the Contract, Revo Fitness will obtain access to personal information about the Member, such as information relating to the Member's health and financial position, and that Revo Fitness and/or Revolution Sports may use that information for the promotion of their own services but will not release information to third parties.

13.2. The Member further acknowledges that Revo Fitness and the Revolution Sports premises use video surveillance equipment to monitor the gym area (specifically the entry floor area) for safety purposes, and acknowledges that by entering the facility, the Member will be subject to video surveillance in the entry floor area.

14. GOVERNING LAW:

14.1. This Contract shall be governed by and construed in accordance with the laws of the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

15. SEVERABILITY:

15.1. If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

16. SWIPE CARD SYSTEM:

16.1. Members are required to use their own swipe card to enter and leave Revo Fitness. Revo Fitness reserves the right to sanction members for misuse of the swipe card system,

16.2. Swipe Cards and memberships are non-transferable between members. Revo Fitness reserves the right to suspend/cancel memberships if required.

16.3. Lost/misplaced swipe cards will incur a fee which is determined by Revo Fitness Management