

## Revo Fitness Membership Agreement Terms & Conditions

WELCOME TO THE REVOLUTION

**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 DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Membership Agreement, unless the context requires otherwise:

- (a) **5-Week Membership** means a fixed term membership in accordance with clause 4.
- (b) **Cancellation Form** means the cancellation form you may use to cancel your Membership at Revo Fitness in accordance with clause 3.8, the form of which is contained in Annexure 1.
- (c) **Club Rules** means any applicable rules regarding conduct and use of the fitness equipment at each Revo Fitness Facility.
- (d) **Commencement Date** is the date of this Membership Agreement as stated on the Membership Form.
- (e) **Cooling-Off Period** means the period during which you may terminate this Agreement pursuant to clause 3.8(a)(i), and in accordance with the Regulations.
- (f) **Direct Debit Authority** means the direct debit payment method you authorise DD Provider to establish for the purposes of paying your Membership Fees in accordance with clause 6.2(a).
- (g) **Direct Debit Date** means the date our monthly Membership Fees are deducted from your account as specified in your Membership Form.
- (h) **DD Provider** means the direct debit service provider used by Revo Fitness and stated on the Membership Form and/or Direct Debit Authority.
- (i) **Home Club** means the original Revo Fitness Facility at which you signed up your Membership.
- (j) **Member** means an individual holding a Membership with us.
- (k) **Membership** means a membership held by a Member to use and access the Revo Fitness Facilities on the terms and conditions contained in this Membership Agreement.
- (l) **Membership Agreement** or **agreement** means these terms and conditions which govern your Membership, including your Membership Form which forms part of these terms and conditions.
- (m) **Membership Fee** means the amount stated in the Membership Form, to be debited to your account on a monthly basis on the Direct Debit Date.
- (n) **Membership Form** means the form completed by you to sign up to a Membership.
- (o) **Minor** means a Member under the age of 18 and includes the parent or guardian of that Member.

- (p) **Non-Member** means any person that is not a Member.
- (q) **Policies** means our Privacy Policy, Club Rules (if applicable) and our other policies implemented from time to time and notified to you.
- (r) **Regulations** means the Fair Trading (Fitness Industry Interim Code) Regulations (No. 2) 2017.
- (s) **Revo Fitness** means Revo Fitness a registered business name owned by Holder Group Pty Ltd (ABN 90 953 729 745) and from time to time operated under by NewFit Unit Trust (ABN 45 892 129 546) and a reference to “we”, “us” or “our”, where the context permits, means Revo Fitness.
- (t) **Revo Fitness Facility** means each Revo Fitness Facility, currently located at:
- (i) **Victoria Park** – 341 Albany Hwy, Victoria Park WA 6100;
  - (ii) **Claremont** – 3 Davies Road, Claremont WA, 6010;
  - (iii) **Northbridge** – 20 Parker Street, Northbridge WA, 6003;
  - (iv) **Scarborough** – 242 West Coast Highway, Scarborough WA, 6019;
  - (v) **Shenton Park** – 37 Lemnos Street, Shenton Park WA, 6003,
  - (vi) **Myaree** – 1/101 North Lake Road, Myaree WA, 6154
  - (vii) **Kelmscott** – 2/2 Page Road, Kelmscott WA, 6111
  - (viii) **O’Connor** – 1/5 Stockdale Road, O’Connor WA, 6163
  - (ix) **Innaloo** – 37 Ellen Stirling Boulevard, Innaloo WA, 6018
  - (x) **Cockburn** – 660 Beeliar Drive, Success WA, 6164
- as may be varied from time to time.
- (u) **Staffed Hours** means:
- (i) Monday – Thursday: 9.00am – 8.00pm
  - (ii) Friday: 9.00am – 5.00pm
  - (iii) Saturday: 8.00am – 4.00pm
  - (iv) Sunday: 10.00am – 2.00pm
- (Hours are subject to change and will be notified at each Revo Fitness Facility).
- (v) **Suspension Form** means the suspension form you must complete in order to suspend your Membership at Revo Fitness in accordance with clause 3.6, the form of which is contained in Annexure 2.

- (w) **Swipe Card** means the electronic card used to access the Revo Fitness Facility.
- (x) **Termination Date** is the date you terminate your Membership in accordance with this Membership Agreement.

## 1.2 Interpretation

In this Membership Agreement, unless expressed to the contrary:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Membership Agreement;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) a reference to:
  - (i) “you” refers to the person entering into this Membership Agreement;
  - (ii) a clause or sub-clause refers to a clause or sub-clause of this Membership Agreement;
  - (iii) a person includes a firm, unincorporated association, corporation, partnership or a government or statutory body or authority;
  - (iv) a person includes its legal personal representatives, successors and assigns;
  - (v) a party includes that party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
  - (vi) any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document; and
  - (vii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (e) the meaning of a general word or phrase is not limited by specific examples introduced by “including”, “for example” or similar expressions.

## 2 TERMS & CONDITIONS OF MEMBERSHIP

- (a) Your Membership at Revo Fitness is governed by this Membership Agreement.
- (b) By signing this agreement you accept and agree to comply with the terms of our Membership Agreement and Policies.

- (c) Unless otherwise stated on your Membership Form, the term of your Membership is for an indefinite period commencing on the Commencement Date and ending on the Termination Date.
- (d) We may change any provisions of this Membership Agreement by providing you 30 days' written notice, and you agree that such notice may be given by email to the email address provided by you to Revo Fitness. If you do not agree to the new provisions, you may terminate this agreement in accordance with clause 3.8(c).
- (e) In the event of any conflict or inconsistency between this Membership Agreement, the Membership Form or any Policies, the documents will take priority in the order listed in this clause 2(e).

## 3 MEMBERSHIP

During the term of your Membership, you are entitled to access the gym and use the fitness equipment at any Revo Fitness Facility during Staffed Hours, and outside Staffed Hours in accordance with clause 5.4 (subject to clause 3.4).

### 3.1 Member Acknowledgement

You acknowledge that:

- (a) your access to Revo Fitness Facility including the gym and the fitness equipment is not exclusive and must be shared with other Members;
- (b) we do not give any representations or guarantees that you will have access to any particular fitness equipment at any given time;
- (c) we purchase or lease the fitness equipment from a third party and do not manufacture any of the fitness equipment or other equipment used in the Revo Fitness Facilities and accordingly do not give any warranties regarding the equipment that would usually be given by a manufacturer;
- (d) the Staffed Hours are subject to change without notice;
- (e) we may operate as an unstaffed facility at certain times. You are permitted to access and use the Revo Fitness Facilities outside of Staffed Hours only in accordance with clause 5.4; and
- (f) your Membership does not include access to personal trainers. Services of personal trainers can be obtained via separate contracts with our personal trainers. Any fees payable for these services will be in addition to your Membership Fees and will be payable directly to the personal trainers. You acknowledge and confirm the release given in clause 9(e) regarding the use of personal trainers.

### 3.2 Member Information Obligation

- (a) You warrant and represent to us that all information you have provided in your Membership Form is true, accurate and complete in all respects and is not misleading or deceptive in any way.

- (b) You agree to notify us of any changes to the details provided in your Membership Form as and when they occur.

### 3.3 Member's Physical Condition

You warrant that:

- (a) you are in good physical condition and have considered any necessary medical advice prior to embarking on a fitness program or exercise routine;
- (b) if you are suffering from an illness, injury or long-term medical condition, or if you have not visited a fitness facility or gym in excess of 6 months as a result of an illness or injury, you will provide a medical certificate from your doctor permitting use of a fitness facility; and
- (c) it is your responsibility not to use any equipment that may have an adverse effect on any medical or physical condition you may have.

You acknowledge that we do not provide medical advice in any way in connection with your use of the Revo Fitness Facility.

By signing this Membership Agreement, you acknowledge and represent that to the best of your knowledge, you do not have any medical, physical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of your use of a Revo Fitness Facility.

### 3.4 Minimum Age

Members must be at least 14 years of age. If you are under the age of 18 years old you are required to have authorisation from a parent/guardian to become a Member and your parent/guardian will be held responsible for your Membership Agreement.

Minors are governed by all terms and conditions of this Membership Agreement and additionally are subject to the following rules and restrictions:

- (a) Minors aged 14 – 15 years of age (inclusive) may only use the Revo Fitness Facilities during Staffed Hours and must be fully supervised by a parent/guardian or personal trainer. This supervision must be organised by the parent/guardian and is not the responsibility of Revo Fitness.
- (b) Minors aged 16 – 17 years (inclusive) are permitted to access the Revo Fitness Facilities outside of Staffed Hours where the facility has 24/7 access.

### 3.5 Orientation & Induction Program

- (a) It is a condition of Membership at Revo Fitness that you complete an orientation and induction program (**OIP**) prior to commencing your first exercise session.
- (b) The OIP focusses on, but is not limited to, access, layout, facilities and amenities, entry and exit areas and emergency procedures.

- (c) The OIP will be undertaken at a time convenient to Revo Fitness staff. You are responsible for arranging a suitable time with Revo Fitness staff to undertake your OIP prior to your first exercise session.
- (d) You accept, acknowledge and agree that each Revo Fitness Facility may have different equipment, layout and procedures and it is your responsibility to seek assistance and familiarise yourself with each Revo Fitness Facility you use.
- (e) We have the right to suspend or terminate your Membership if we are satisfied that the OIP has not been completed to a satisfactory standard prior to commencement of your use of the Revo Fitness Facilities.

### 3.6 Suspending of Membership

- (a) Except if you are a 5-Week Member, you are entitled to suspend your Membership by completing a Suspension Form not less than 30 days prior to the proposed suspension date.
- (b) Membership suspensions are subject to the following conditions:
  - (i) you are entitled to suspend your Membership for up to 12 months at any one time; and
  - (ii) your Membership suspension will cease on the date indicated in your Suspension Form, subject to the time limit conditions contained in sub-clause (i) above.
- (c) During the suspension period you will not be charged a Membership Fee and the Revo Fitness Facilities will not be available for your use. Your Membership Fees will be charged on a pro-rata basis in accordance with clause 6 from the Direct Debit Date immediately prior to the recommencement of your Membership after completion of the suspension period.
- (d) Following completion of the suspension period you will be entitled to access the Revo Fitness Facilities as a Member in accordance with clause 5 and:
  - (i) **(recurring Members)** if you pay your Membership Fee on a recurring basis pursuant to clause 6.1, we will resume charging your Membership Fee; and
  - (ii) **(advance payment Members)** if you have paid your Membership Fee in advance pursuant to clause 6.3, we will extend the date your advance payment period ceases by the duration of the suspension period.

### 3.7 Transfer of Membership

Your Membership applies solely to you and may not be sold, transferred to, or used by, any other person.

### 3.8 Cancellation of Membership

- (a) **Cooling Off Period**

- (i) This Membership Agreement is subject to a Cooling-Off Period of 48 hours from when the Membership Agreement is signed.
- (ii) This Cooling-Off Period applies to new Memberships only and excludes renewals, renewals of cancelled memberships or additional Memberships.
- (iii) To terminate your Membership during the Cooling-Off Period you must do so in writing, and where practicable complete a Cancellation Form, within the timeframe specified in 3.8(a)(i).
- (iv) If you terminate your Membership during the Cooling-Off Period we will refund all monies (if any) paid by you prior to termination, less any reasonable administration fees or fitness service fees that may be charged in our discretion in accordance with the Regulations, within 14 days.

**(b) Permanent Sickness or Physical Incapacity**

If you suffer a permanent sickness or physical incapacity preventing you from using the Revo Fitness Facilities you may request immediate cancellation of your Membership by completing a Cancellation Form and providing a medical certificate from a qualified medical practitioner.

Upon receiving the Cancellation Form and medical certificate, we will cancel your Direct Debit Authority and refund any payments made in advance from the date we received the Cancellation Form.

**(c) Cancellation Due to Other Reasons**

Cancellation of your Membership for reasons other than those described in clauses 3.8(a) and 3.8(b) is subject to the following conditions:

- (i) you may terminate this Membership Agreement by completing the Cancellation Form and, where practicable, delivering the Cancellation Form in person at a Revo Fitness Facility, along with proof of your identity. If you are unable to attend a Revo Fitness Facility in person, you may post a copy of the Cancellation Form to us by registered post along with proof of your identity. We will respond to the termination request within 7 days;
- (ii) your Membership will be cancelled 30 days after you provide a signed Cancellation Form to a Revo Fitness staff member in accordance with clause (i)3.8(c)(i), or 30 days after a Revo Fitness Facility receives your Cancellation Form where posted. We recommend you contact us by phone to let us know if you have posted your Cancellation Form. We are not responsible for lost Cancellation Forms;
- (iii) your Membership Fees will be due and payable throughout the 30 day notice period; and
- (iv) you will have the same access rights to Revo Fitness Facilities under this Membership Agreement for the full 30-day period.



If you have paid in advance under clause 6.3 you may not cancel your Membership under this clause 3.8(c).

## (d) Cancellation and Restriction of Membership by Revo Fitness

- (i) We reserve the right to terminate your Membership at any time upon 30 days' written notice, or immediately if we determine in our absolute discretion that:
  - (A) you have not complied with clauses 5 or 6 of this Membership Agreement;
  - (B) we reasonably suspect you have engaged in any illegal activity at a Revo Fitness Facility;
  - (C) we have formed a genuine concern for your health and/or safety based on reasonable grounds; or
  - (D) you are in breach of any part of this Membership Agreement.
- (ii) If we cancel your Membership pursuant to this clause 3.8(d);
  - (A) **(recurring Members)** if you pay your Membership Fee on a recurring basis pursuant to clause 6.1, your Membership Fees will be due and payable until the next Direct Debit Date;
  - (B) **(advance payment Members)** if you have paid your Membership Fee in advance pursuant to clause 6.3, we will refund your Membership Fee on a pro-rata basis on any outstanding pre-paid period, subject to a \$50.00 termination fee which will be deducted from any refund;
  - (C) **(5-Week Members)** if you are a 5-Week Member who has paid their Membership Fee in advance you will not be entitled to any refund.
- (iii) You will cease to have any access to any Revo Fitness Facility from the date we cancel your Membership in accordance with this clause.

## 3.9 Novation

We reserve the right to transfer, assign, sell or novate your Membership, including this Membership Agreement, to another gym service provider where the gym facilities provided by the new owner of your Membership are:

- (a) on the same or substantially similar terms to your existing Membership under this Membership Agreement; and
- (b) are within a 6km radius of your Home Club.

## 4 5 WEEK MEMBERSHIP

If you have agreed to a 5-Week Membership in your Membership Form, all terms and conditions contained in the Membership Agreement apply to you, except for the following:

- (a) your Membership Fee must be paid in full and up-front, in person at a Revo Fitness Facility through our point of sale system;
- (b) your 5 Week Membership fee is non-refundable, subject to the Cooling-Off Period; and
- (c) your Membership ceases on the date that is 5 weeks following the Commencement Date. If you wish to continue your Membership following cessation of your 5 Week Membership you will need to re-apply for Membership in accordance with this Membership Agreement.

In the event of any inconsistency between the terms of this clause 4 and any other provisions of this Membership Agreement, the terms of this clause will prevail to the extent of any inconsistency if you hold a 5-Week Membership with us.

## 5 ACCESS AND CONDITIONS OF ENTRY

### 5.1 Access

- (a) We agree to provide a Swipe Card system for entry and exit to the Revo Fitness Facility and you agree that:
  - (i) you must use your own Swipe Card to enter and exit a Revo Fitness Facility; and
  - (ii) your Swipe Card is non-transferrable and may not be used by any other person at any time, except in an emergency situation.
- (b) Swipe Cards are provided to you on sign up at no cost upon becoming a Member. If you have your Swipe Card is lost or stolen, you must report this to your Home Club immediately upon it coming to your attention. A fee of \$30.00 will be charged to you in the event we need to replace your Swipe Card.
- (c) Any misuse of the Swipe Card system may result in us suspending, cancelling or terminating your Membership in accordance with clause 3.8(d).

### 5.2 Access by Non-Members

- (a) Access to the Revo Fitness Facilities is only provided to Members and you are not permitted to bring Non-Members into any Revo Fitness Facility.
- (b) If we determine you have breached clause 5.2(a);
  - (i) you accept full responsibility and liability on your behalf and agree to indemnify, hold harmless and release Revo Fitness from and against all claims, liabilities, injury, illness, loss or damage attributed to the Non-

Member or the Non-Member's access, whether or not caused by any negligence of Revo Fitness;

- (ii) you agree to pay to Revo Fitness an additional person charge equal to \$50.00 for each day, and for each person, granted access to the Revo Fitness Facilities by you, it being agreed that this amount represents a genuine pre-estimate of the loss suffered by Revo Fitness due to the breach of your obligations in this clause 5.2(a); and
- (iii) we reserve the right to terminate your Membership in accordance with clause 3.8(d) if you breach this clause 5.2.

## 5.3 General Conditions of Entry

### (a) Dress Code

- (i) You must wear appropriate clothing while using the Revo Fitness Facilities, in the discretion of the Revo Fitness staff. Work clothes, boots and casual clothes that are not sportswear are not permitted.
- (ii) You must wear appropriate enclosed sport shoes at all times while using the equipment or fitness area.
- (iii) If you do not wear appropriate clothing or shoes, we may ask you to leave the Revo Fitness Facilities.

### (b) Use of equipment and facilities

- (i) You must complete an OIP in accordance with clause 3.5 prior to undertaking your first exercise session or using any equipment at a Revo Fitness Facility.
- (ii) You must at all times follow the safe operating procedures and instructions on the equipment and/or as directed by Revo Fitness staff.
- (iii) You must only use the equipment for its intended purpose/s.
- (iv) If you cause any damage to the gym, the fitness equipment or any item of property at a Revo Fitness Facility, you must notify us immediately and we are entitled, at our discretion, to charge you for the costs of repairing the damaged items or, if repair is not possible, replacement of the damaged items.

### (c) Refusal of Entry

You may be refused entry or asked to leave if you:

- (i) act or engage in any activity which could cause damage to the gym, the fitness equipment or any item of property at a Revo Fitness Facility;
- (ii) do not follow any instruction or direction given to you by Revo Fitness staff concerning use of the equipment or personal conduct;

- (iii) act or engage in any activity which causes or threatens harm against Revo Fitness staff or other Members;
- (iv) act or engage in any activity which constitutes sexual harassment against Revo Fitness staff or other Members;
- (v) are under the influence of, or suspected to be under the influence of, any intoxicating substance or illicit substance while at any Revo Fitness Facility; and/or
- (vi) consume, or are in possession of, any intoxicating substance or illicit substance while at any Revo Fitness Facility.

## 5.4 24 Hour Operation

If you attend a Revo Fitness Facility offering 24-hour operation, and you use a Revo Fitness Facility outside of Staffed Hours, you accept and acknowledge that:

- (a) you will not allow any Non-Members into the Revo Fitness Facility pursuant to clause 5.2 of this Membership Agreement; and
- (b) you will not inappropriately use the emergency system. You accept and agree to indemnify us for all costs associated with deliberately using the emergency system in an inappropriate manner.

## 5.5 Safety, Maintenance and Changes to Operations

We will at times be required to make changes to our operations and the operations of our Revo Fitness Facilities for the purposes of safety, maintenance and service demand. This may include:

- (a) closing part or all of a Revo Fitness Facility due to safety or maintenance requirements;
- (b) closing off part of the Revo Fitness Facility and equipment areas due to safety of maintenance requirements; or
- (c) changing operating hours to suit demand.

Where this occurs, we will endeavour to provide you with adequate and reasonable advance notice.

## 6 PAYMENT

### 6.1 Payment

- (a) You agree to, and must pay, the Membership Fees and other applicable fees in the amounts and frequency set out in your Membership Form:
  - (i) by using the DD Provider Direct Debit Authority payment method pursuant to clause 6.2, or

- (ii) with our approval, by payment in advance pursuant to clause 6.3.
- (b) You acknowledge that at any time, we may change the DD Provider. You acknowledge, agree and consent to Revo Fitness assigning or novating all existing payment agreements to a new payment provider and providing your personal information, including but not limited to your payment details, to the new payment provider in accordance with this Membership Agreement and our Privacy Policy which is available on our website.

## 6.2 DD Provider

### (a) Your Obligations

- (i) Unless you pay the Membership Fee in advance pursuant to clause 6.3, you must sign a Direct Debit Authority with the DD Provider in favour of Revo Fitness which enables direct debit payments from an approved credit card or bank account in the amounts and frequency set out in your Membership Form.
- (ii) You must ensure that your nominated credit card or bank account is able to accept direct debits and have sufficient funds available to pay the Membership Fees and any other applicable fees on each applicable Direct Debit Date.
- (iii) You acknowledge that the contract that you enter into with the DD Provider (or such other direct debit service provider in accordance with clause 6.1(b) as applicable) is a separate contract to this Membership Agreement and that any problems or issues that you have with the Direct Debit Authority should be raised directly with DD Provider.
- (iv) You must keep the Direct Debit Authority in place until 30 days after you have given us written notice to terminate your Membership pursuant to clause 3.8(c).
- (v) You acknowledge that we will continue to debit Membership Fees under the Direct Debit Authority until you or we cancel your Membership.
- (vi) It is your responsibility to ensure the Direct Debit Authority is cancelled upon termination or expiry of your Membership.

### (b) Dishonoured Payments

- (i) We will endeavour to notify you of any dishonoured or overdue payments by informing you via the contact information provided by you in your Membership Form or pursuant to clause 3.2.
- (ii) A dishonour fee of \$21.00 will be charged to you in the event a payment is dishonoured.
- (iii) The rejected payment remains due and payable by you and, if not settled within 7 days in person at your Home Club, will be re-debited to your account.

- (iv) Additional fees and charges may be incurred by you for any dishonoured payments by DD Provider or your financial institution pursuant to your agreements with them.
- (v) Your Membership and access to the Revo Fitness Facilities will be suspended until such time as any outstanding fees are paid.
- (vi) If you fail to pay any amounts owing under this Membership Agreement on the due date for payment and this amount remains outstanding for more than 14 days, we will be entitled to contact a debt collection agency to collect the funds owing.

## 6.3 Payment in Advance

You may request to pay your Membership Fees in advance. We, at our sole discretion, reserve the right to accept or deny your request.

If we accept your request for advance payment, the following conditions apply;

- (a) you must provide full payment of one (1) year of Membership Fees, it being acknowledged that we are not permitted to accept prepayment of Membership Fees for a period greater than 12 months;
- (b) you are entitled to a Cooling-Off Period in accordance with clause 3.8(a) (where you are a new Member who has never previously held a Membership with us);
- (c) your advance payment is non-refundable after expiration of the Cooling-Off Period (if any); and
- (d) your Membership will automatically terminate after the agreed advance payment period ceases unless otherwise agreed by Revo Fitness.

## 6.4 Change of Payment Details

- (a) If you close the credit card account or bank account which is subject to the Direct Debit Authority, it is your responsibility to provide the DD Provider with a replacement Direct Debit Authority over another approved credit card or bank account prior to the next applicable Direct Debit Date.
- (b) Failure to provide a replacement Direct Debit Authority will constitute a breach of this Membership Agreement, the provisions of clause 3.8(d) will apply, and you will be liable to us for any unpaid fees, or fees we incur in connection with such breach.

## 6.5 Increased Charges

- (a) We reserve the right to increase your Membership Fees at any time. We agree to provide you with written notice of the changes either in person at a Revo Fitness Facility, or via email.
- (b) Any changes to your Membership Fees will be effective 30 days from the date we provide notice under clause 6.5(a). After this period, you authorise us and the DD Provider to debit the new Membership Fee amount from your account. If you do not

agree to the new Membership Fees, you may terminate this Membership Agreement in accordance with clause 3.8(c).

## 7 PRIVACY

### 7.1 Personal Information

In this clause 7.1, a word or expression defined in the *Privacy Act 1988* (Cth) which is not otherwise defined in this Membership Agreement has the meaning given to it in that Act.

- (a) You acknowledge that during the process of entering into a Membership Agreement with us, we will obtain access to your personal information. We will only use your personal information for the purposes of giving effect to this Membership Agreement and in accordance with our Privacy Policy.
- (b) You acknowledge that in entering into the Direct Debit Authority agreement with DD Provider in accordance with clause 6.2 (or any other direct debit service provider as applicable) you agree to provide DD Provider with your personal information which will be handled in accordance with the Privacy Policy of DD Provider.

### 7.2 Surveillance

For safety and security reasons we implement video and audio surveillance to monitor Revo Fitness Facilities. Surveillance is limited to the Revo Fitness Facility entry and floor areas only.

By signing this Membership Agreement, you acknowledge that when accessing a Revo Fitness Facility you will be subject to video and audio surveillance and consent to such surveillance being taken and held by Revo Fitness.

## 8 LIABILITY OF PROPERTY

- (a) We will not be liable for any loss, theft or damage occurring to your personal items. Any personal items left or stored at Revo Fitness Facilities are left or stored at your own risk.
- (b) Vehicles parked in or around the vicinity of our Revo Fitness Facilities are parked at your own risk and we will not be liable for the theft or any damage occurring to vehicles or their contents.

## 9 RELEASE AND INDEMNITY

- (a) You acknowledge and accept that while on the premises of any Revo Fitness Facility and while undertaking exercise and using the equipment, you are at risk of sustaining injury, permanent disability or death. Such risks may arise from:
  - (i) slipping on wet flooring;
  - (ii) being struck by weights;
  - (iii) colliding with equipment, or other Members;
  - (iv) engaging in strenuous exercise and activities; and/or

- (v) incorrect use of equipment or the Revo Fitness Facilities.
- (b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.
- (c) You acknowledge and agree that the risks contained in clause 9(a) are not exhaustive, and there are other unknown or anticipated risks from your use of the Revo Fitness Facilities that may result in injury, permanent disability or death.
- (d) You acknowledge that while every attempt is made to ensure that our Revo Fitness Facilities are safe, there are some significant and inherent risks involved in your use of the Revo Fitness Facilities. You assume all such risks, and agree that you are attending and using the Revo Fitness Facilities voluntarily and entirely at your own risk.
- (e) You acknowledge that we are not liable to you for any injuries sustained while you are under the supervision of a personal trainer who is not an employee of Revo Fitness. If you engage your own private personal trainer, any liability for injuries sustained under the supervision of that personal trainer remains with that personal trainer and not Revo Fitness.
- (f) You agree to indemnify, hold harmless, and release Revo Fitness and all employees, volunteers, agents and officers thereof from and against all claims, liabilities, injury, loss or damage you may suffer or incur, including to a third party (including any minor or other person for whom you are responsible), arising from or connected in any way with your participation or attendance at or near any Revo Fitness Facility. Further, you agree not to bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against Revo Fitness or any employee, volunteer, agent or officer thereof in contravention of this clause.
- (g) This clause 9 survives termination of the Membership Agreement.

## 10 COMPLAINTS

If you have any complaints regarding our service or any other issue regarding a Revo Fitness Facility you must complete a complaint form obtainable from Revo Fitness staff at any Revo Fitness Facility. We will:

- (a) make a record of your complaint and inform you that we have received and recorded your complaint within 7 days; and
- (b) undertake every reasonable effort to resolve your complaint quickly and fairly.

## 11 GOVERNING LAW

This Membership Agreement is 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.



## **12 SEVERABILITY**

Any term or any part of this Membership Agreement that is or becomes illegal, void or unenforceable may be severed from this Membership Agreement and the remaining terms or parts of the terms of this Membership Agreement continue in force.

## **13 ENTIRE AGREEMENT**

The terms of this Membership Agreement constitute the entire agreement between the parties.

## Annexure 1 – Cancellation Form

### CANCELLATION FORM

#### PERSONAL DETAILS

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Email: \_\_\_\_\_

Home Club: \_\_\_\_\_

Holiday

#### OFFICE USE ONLY

Pro Rata Amount: \_\_\_\_\_

Date of Pro Rata Payment: \_\_\_\_\_

Suspension End Date: \_\_\_\_\_

Next Debit Date: \_\_\_\_\_

Actioning Manager: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

#### CANCELLATION REASON

- 48 Hour cooling off period
- Permanent sickness/disability
- Other (Why are you cancelling?)
  - Moving Area
  - Requires Classes
  - Not Satisfied
  - Motivation
  - Changing Gym
  - Not Using Facility
  - Financial

#### CONFIRMATION OF CANCELLATION

#### MEMBER SIGNATURE:

Date Signed: \_\_\_\_\_

Completing this Cancellation Form entitles you to cancel your Membership in accordance with clause 3.8 of the Membership Agreement.

You are entitled to cancel your Membership by completing this form:

- (a) within the 48-hour Cooling-Off Period pursuant to clause 3.8(a);

- (b) at any time if you have suffered a permanent sickness or physical incapacity pursuant to clause 3.8(b); or
- (c) following the completion of a 30-day notice period pursuant to clause 3.8(c).

If you are cancelling your Membership on the basis of the Cooling-Off Period, or due to medical reasons, your Membership will terminate immediately and you will no longer be entitled to use the Revo Fitness Facilities.

If you are cancelling your Membership by providing 30 days' written notice, your Membership will

remain active for that 30-day period and you will be entitled to full use of the Revo Fitness Facilities during that time.

Cancellation of your Membership is subject to the terms and conditions contained in the Membership Agreement. In the event of any inconsistency between the terms of the Membership Agreement and the contents of this form, the terms of the Membership Agreement prevail to the extent of any inconsistency.

## Annexure 2 – Suspension Form

# SUSPENSION FORM

### PERSONAL DETAILS

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Email: \_\_\_\_\_

Home Club: \_\_\_\_\_

### SUSPENSION DATES

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

**PLEASE NOTE:** The suspension end date is when your Membership will be reactivated, giving you access to all REVO Facilities. This also reactivates your direct debiting

### OFFICE USE ONLY

Pro Rata Amount: \_\_\_\_\_

Date of Pro Rata Payment: \_\_\_\_\_

Suspension End Date: \_\_\_\_\_

Next Debit Date: \_\_\_\_\_

Actioning Manager: \_\_\_\_\_

Manager Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

arrangement in accordance with the Membership Agreement.

### CONFIRMATION OF SUSPENSION

#### MEMBER SIGNATURE:

**Date Signed:** \_\_\_\_\_

Completing this Suspension Form entitles you to suspend your Membership in accordance with clause 3.6 of the Membership Agreement.

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You may suspend your Membership by completing this form not less than 30 days prior to your proposed suspension date. You may suspend for up to one calendar year at any one time, in accordance with clause 3.6(b) of the Membership Agreement.

During the suspension period you will not be charged a Membership Fee and you will not be entitled to access the Revo Fitness Facilities. Use of the Revo Fitness Facilities during the suspension period constitutes a breach of your Membership Agreement.

Following completion of the suspension period you will regain access to the Revo Fitness Facilities and payment of your Membership Fee's will resume as normal.

Suspension of your Membership is subject to the terms and conditions contained in the Membership Agreement. In the event of any inconsistency between the terms of the Membership Agreement and the contents of this form, the terms of the Membership Agreement prevail to the extent of any inconsistency.