

# Revo Fitness

## Membership Agreement Terms and Conditions (New South Wales and Victoria)

This Membership Agreement is made between you and Revo Fitness (**Membership Agreement**).

### **Periodic Agreement**

This is a periodic Membership Agreement which will continue until either you or we terminate it in accordance with the terms of this Membership Agreement.

### **Cancellation of Direct Debits**

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.

### **No Cooling off period**

This Membership Agreement **is not** subject to any cooling off period.

## 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, the form of which is contained in Appendix 1.
- (c) **Change of Membership Form** means the form you must complete in order to change your Membership Type included in Appendix 3.
- (d) **Club Rules** means any applicable rules regarding conduct and use of the fitness equipment at each Revo Fitness Facility as amended from time to time and in accordance with applicable laws and regulations, accessible on the Terms page of the Revo Fitness website: <https://revofitness.com.au/terms/>.
- (e) **Commencement Date** means the date of this Membership Agreement as stated on the Membership Form.
- (f) **Cooling-Off Period** means a period of 7 days (Western Australia only).
- (g) **Debit and Credit Card Fee** is the fee described in Item 2 of Schedule 1 payable on payments made via a debit or credit card by the Member.
- (h) **Deceptive Practices** means deceptive, misleading, false, or unfair advertising or marketing practices.
- (i) **Direct Debit Authority** means the direct debit payment method you authorise the DD Provider to establish for the purposes of paying your Membership Fees in accordance with clause 6.2(a).
- (j) **Direct Debit Date** means the date our fortnightly Membership Fees are deducted from your account as specified in your Membership Form.
- (k) **DD Provider** means the direct debit service provider used by Revo Fitness and stated on the Membership Form and/or Direct Debit Authority.
- (l) **False Representation** means any false or misleading representations concerning Revo Fitness' fitness services.
- (m) **Home Club** means the original Revo Fitness Facility at which you signed up your Membership or as otherwise nominated on your Membership Form.

- (n) **Member** means an individual holding a Membership with us.
- (o) **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.
- (p) **Membership Agreement** means these terms and conditions (as amended from time to time in accordance with clause 2.2 and any relevant laws or regulations) taken together with your Membership Form .
- (q) **Membership Fee** means the amount stated in the Membership Form for your Membership Type, to be debited to your account on a fortnightly basis on the Direct Debit Date.
- (r) **Membership Form** means the form completed by you to sign up to a Membership.
- (s) **Membership Portal** means the online or mobile membership portal operated by or on behalf of Revo Fitness pursuant to which Revo Fitness provides selected services to Members.
- (t) **Membership Type** means different type of membership options at the election of the Member that may provide different access rights or entitlements, as set out in Schedule 1.
- (u) **Minor** means a Member under the age of 18 and includes the parent or guardian of that Member.
- (v) **Non-Member** means any person that is not a Member.
- (w) **OIP** means a Revo Fitness orientation and induction program.
- (x) **Policies** means our Privacy Policy, Club Rules (if applicable) and our other policies implemented from time to time and notified to you.
- (y) **Regulations** means any regulations imposed by any government authority applying to fitness facilities operated by Revo Fitness in the relevant jurisdiction.
- (z) **Revo Fitness** means Revofit Pty Ltd (ACN 626 924 712) as trustee for The NewFit Unit Trust (ABN 45 892 139 546) with its registered office at Suite 8, Level 2, 216 Stirling Highway, Claremont, Western Australia which operates the Revo Fitness Facilities. A reference to “we”, “us” or “our” means, where the context permits, Revo Fitness.

- (aa) **Revo Fitness Facility** means each Revo Fitness Facility as may be varied from time to time and provided at the following link <https://revofitness.com.au/gyms/>.
- (bb) **Staffed Hours** means the hours advertised for a Revo Fitness Facility during which staff are present at that Revo Fitness Facility.
- (cc) **Suspension Form** means the suspension form you must complete in order to suspend your Membership at Revo Fitness, the form of which is contained in Appendix 2.
- (dd) **Swipe Card** means the electronic card used to access the Revo Fitness Facility.
- (ee) **Termination Date** means the date your Membership is deemed to be terminated or cancelled as set out in this Membership Agreement.
- (ff) **Updated Terms** means the most up to date version of these Membership Agreement terms at any given time, accessible on the Terms page of the Revo Fitness website: <https://revofitness.com.au/terms/>.

## 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

### 2.1 General terms and conditions

- (a) Your Membership is governed by this Membership Agreement. This Membership Agreement sets out the rights and obligations of Revo Fitness and the member in relation to the Membership.
- (b) By entering into this Membership Agreement you acknowledge that you have received and read a copy of any Club Rules and 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.

### 2.2 Amendments to terms

- (a) We may change any provisions of this Membership Agreement from time to time with immediate effect, and you agree that notice of such change may be given by email to the email address provided on your Membership Form or in any other manner Revo Fitness deems appropriate, including by publication of the Updated Terms on the Revo Fitness website.
- (b) You agree that publication of the Updated Terms on the Revo Fitness website or reference to the Updated Terms in any material provided to you will be reasonable steps by Revo Fitness to inform you of the changes to the terms of your Membership Agreement.
- (c) If you do not agree to the changes in the Updated Terms, you may cancel this Membership Agreement in accordance with clause 3.10(a).

- (d) In the event of any conflict or inconsistency between this version of the Membership Agreement and the Updated Terms, the Updated Terms will prevail, and you acknowledge and agree that you will always be bound by the terms and conditions of the Updated Terms.
- (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 2.2(e).
- (f) A Non-Member acknowledges and agrees that it has received and read a copy of this Membership Agreement and any proposed third party agreements (if applicable) prior to entry into this Membership Agreement.
- (g) Once a Member enters into this Membership Agreement, Revo Fitness will provide a copy of the Member's Membership Agreement (being the digitally signed Membership Form which incorporates the terms of this Membership Agreement) and any signed third party agreement (if applicable) that the Member has entered into within a reasonable timeframe upon receipt of a written request for this specific documentation from that Member.

## 2.3 Fees

The fees and charges payable under this Memberships Agreement are the fees set out in Schedule 1.

## 3 MEMBERSHIP

### 3.1 General

- (a) During the term of your Membership in consideration for paying your applicable Membership Fees, you are entitled to access the gym and use the fitness equipment at any Revo Fitness Facility permitted by your Membership Type during Staffed Hours, and outside Staffed Hours in accordance with clause 5.4 (subject to clause 3.5).
- (b) This is an ongoing Membership Agreement which will continue until either you or we cancel it in accordance with this Membership Agreement.
- (c) The initial term of the Membership Agreement is ongoing unless Revo Fitness provides two months' notice of the end of the initial term, which will be provided where the unexpired period of the longest lease term of the various Revo Fitness Facilities (as may change from time to time upon entry into new or renewed leases by Revo Fitness) is concluding at the end of the two months' notice period or otherwise at the absolute discretion of Revo Fitness.

## 3.2 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) not all services may be available at all times (including classes) or at all Revo Fitness Facilities;
- (f) 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
- (g) your Membership does not include access to personal trainers. Services of personal trainers can be obtained via separate contracts with personal trainers operating from our Revo Fitness Facilities. 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.

## 3.3 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.

## 3.4 Member's Physical Condition

- (a) You warrant that:
  - (i) you are in good physical condition and have considered any necessary medical advice prior to embarking on a fitness program or exercise routine; and

- (ii) it is your responsibility not to use any equipment that may have an adverse effect on any medical or physical condition you may have.
- (b) You acknowledge that we do not provide medical advice in any way in connection with your use of the Revo Fitness Facility.
- (c) 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.

### 3.5 Minimum Age

- (a) Members must be at least 14 years of age.
- (b) If you are under the age of 18 years, prior to being accepted as a Member, you must:
  - (i) have written authorisation from a parent/guardian to become a Member (your parent/guardian will be held responsible for your Membership Agreement for the duration of your membership, including after you have turned 18 years old); and
  - (ii) complete the OIP pursuant to clause 3.6 below.
- (c) By signing a parent/guardian consent form, parents and guardians acknowledge and agree that they (and their personal representatives):
  - (i) are bound to personally guarantee the performance of the Member's obligations under this Membership Agreement;
  - (ii) indemnify Revo Fitness and all employees, volunteers, agents and officers thereof from and against any liability, claim, demand, cause of action, proceeding, action or the like brought or asserted against Revo Fitness or any of its employees, volunteers, agents or officers arising from or in connection with any claim, liability, injury, loss or damage the Member may suffer or incur, including to a third party (including any minor or other person for whom the Member is responsible), arising from or connected in any way with the Member's participation or attendance at or near any Revo Fitness Facility,

until such time that this Membership Agreement is cancelled in accordance with clause 3.10(a), notwithstanding that the Member may have turned 18 years old or any purported repudiation of this Membership Agreement by the Member.



- (iii) This clause 3.5 survives termination of the Membership Agreement.

### 3.6 Orientation & Induction Program

- (a) It is a condition of Membership at Revo Fitness that you complete an 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) You may complete the OIP [here](http://www.youtu.be/SfWi_UZfSEE) (www.youtu.be/SfWi\_UZfSEE).
- (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 cancel 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.

### 3.7 Changing Membership Types

- (a) Upon becoming a Member, you may change Membership Type only in accordance with this clause 3.7.
- (b) You may change your Membership Type by following the instructions in paragraphs (c) or (d) below.
- (c) To **upgrade your Membership Type** to a higher level membership you may do so by:
  - (i) completing a Change of Membership Form and delivering the Change of Membership Form in person at a Revo Fitness Facility during staffed hours, along with proof of your identity; or
  - (ii) if you are unable to attend a Revo Fitness Facility in person, you may email the Change of Membership Form to us at support@revofitness.com.au from the email address provided on your Membership Form along with proof of your identity; or
  - (iii) using the online Membership Portal (where available) and following the instructions on the Membership Portal.

Your change in Membership Type will apply from the date you receive confirmation of the upgrade from Revo Fitness and your Membership Fees will be adjusted to the new upgraded Membership Type from that date.

- (d) To **downgrade your Membership Type** to a lower level membership you must do by:
- (i) completing a Change of Membership Form and delivering the Change of Membership Form in person at a Revo Fitness Facility during staffed hours, along with proof of your identity; or
  - (ii) if you are unable to attend a Revo Fitness Facility in person, you may email the Change of Membership Form to us at [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form along with proof of your identity.

Your change in Membership Type will apply 30 days from the date of receipt by us of your Change of Membership Form. Your Membership Fees will be adjusted and applied from the next Direct Debit Date.

A one-off fee may be applied to the downgrade of your Membership Type to cover administrative costs associated with the change.

- (e) When you change your Membership Type, you acknowledge the Updated Terms will apply to your ongoing membership.

### 3.8 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 subject to the terms of this clause.
- (b) Membership suspensions are subject to the following conditions:
- (i) you are entitled to apply to suspend your Membership no more than 3 times in any calendar year;
  - (ii) you may suspend your Membership for up to 14 days at any one time; and
  - (iii) your Membership suspension will cease on the date indicated in your Suspension Form, subject to the time limit conditions contained in sub-clause 3.8(b)(i) above.
- (c) You will not be charged a Membership Fee for the period in which your Membership is suspended 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.

### 3.9 Transfer of Membership

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

### 3.10 Cancellation of Membership

#### (a) **Cancellation by Member**

A Member may only cancel this Membership Agreement in accordance with the methods set out in Schedule 2.

#### (b) **Cancellation and Restriction of Membership by Revo Fitness**

- (i) We reserve the right to cancel 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 3.10(b);
  - (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 within 7 days after the day on which cancellation takes effect; and
  - (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) Notwithstanding any provision in clause 3.10(b)(iii), if we cancel your Membership pursuant to this clause 3.10(b), Revo Fitness reserves the right to charge the member an Unpaid Fee in relation to the Membership Agreement (which, for the sake of clarity, may include all debts that the Member owes to Revo Fitness, which will continue to accrue until the date of cancellation).
  - (iv) You will cease to have any access to any Revo Fitness Facility from the date we cancel your Membership in accordance with this clause.
- (c) **Member may be liable for breach of contract**

A Member may be liable for damages for breach of contract if the Member terminates this Membership Agreement in a manner not described in this Membership Agreement.

### 3.11 Other pauses in Membership

Upon request by a Member, Revo Fitness may consider alternative suspension or freeze requests from Members, with or without a fee.

### 3.12 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 substantially similar to our existing facilities.

## 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 any applicable Cooling-Off Period, and the conditions provided in clause 3.10(b)(ii)(C); 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) Upon becoming a Member, Revo Fitness will provide you with usage of its access infrastructure to enable you to access the Revo Fitness Facilities applicable to your Membership (**Access Rights**).
- (b) You agree that:
  - (i) you must only access a Revo Fitness Facility by using the Access Rights granted to you;
  - (ii) you cannot transfer those Access Rights to any other person, other than in an emergency situation; and
  - (iii) you will not use those Access Rights to allow any other person to access the Revo Fitness Facilities.
- (c) Any breach of this clause may result in us suspending, cancelling or terminating your Membership in accordance with clause 3.10(b).

### 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 Fee 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 cancel your Membership in accordance with clause 3.10(b) 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, school uniforms 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 3.6 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, asked to leave or have your Membership cancelled 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 applicable to you 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.
- (c) You acknowledge and agree that the DD Provider may amend its fees and you will be liable for any change to fees imposed by the DD Provider.
- (d) 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. The Direct Debit Authority will set out any amounts payable by a Member to the DD Provider on top of any fees contemplated under this Membership Agreement.
- (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. The DD Provider contract can be accessed electronically on the Revo Fitness website during the sign-up process.

- (iv) You must keep the Direct Debit Authority in place until 30 days after you have given us written notice to cancel your Membership pursuant to clause 3.10(a).
- (v) You acknowledge that we will continue to debit Membership Fees under the Direct Debit Authority until you or we cancel your Membership (and any Membership Fees and/or Unpaid Fees will continue to be owing regardless of your use of the fitness services).
- (vi) It is your responsibility to ensure the Direct Debit Authority is cancelled upon the cancellation or termination 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 3.3.
- (ii) A Dishonour Fee will be charged to you in the event a payment is dishonoured.
- (iii) The outstanding payment and Dishonour Fee remains due and payable by you and, if not settled within 2 days will be re-debited to your account, until such time as any outstanding fees are paid.
- (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. Additional charges relating to the costs of that debt collection will be incurred by You where Revo Fitness engages a debt collection agency pursuant to this clause.

### 6.3 Payment in Advance

- (a) You may request to pay your Membership Fees in advance. We, at our sole discretion, reserve the right to accept or deny your request.
- (b) If we accept your request for advance payment, the following conditions apply:
  - (i) 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;
  - (ii) you may be entitled to a Cooling-Off Period under applicable Regulations in accordance with clause 3.10(a) (where you are a new Member who has never previously held a Membership with us);
  - (iii) your advance payment will be non-refundable after expiration of the Cooling-Off Period (if any) unless required under any applicable Regulations and subject to the conditions provided in clause 3.10(b)(ii)(B); and
  - (iv) your Membership will automatically renew after the agreed advance payment period ceases and standard billing will commence unless you cancel your Membership prior to that date or 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 3.10(b) 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 cancel this Membership Agreement in accordance with clause 3.10(a).

## 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) Revo Fitness must not use or disclose to another person (and must take reasonable steps to ensure that Revo Fitness employees do not use or disclose to another person) personal information about a Member obtained through Revo Fitness' business of supplying a fitness service to the Member unless authorised in writing by the Member or authorised or required under a written law.
- (b) You acknowledge that during the process of entering into a Membership Agreement with us, we will obtain access to your personal information. You authorise Revo Fitness to use and disclose your personal information for the purposes of giving effect to the fitness services contemplated by this Membership Agreement and in accordance with our Privacy Policy (subject to any applicable privacy law).
- (c) 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 or on behalf of 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 submit your complaint to Revo Fitness by sending your complaint in writing to [support@revofitness.com.au](mailto:support@revofitness.com.au). We will:

- (a) make a record of your complaint and inform you that we have received and recorded your complaint as soon as reasonably practicable after receiving a complaint; and
- (b) undertake every reasonable effort to resolve your complaint quickly and fairly.

## 11 REGULATIONS

The Regulations apply to this Membership Agreement and Revo Fitness will provide any document or information required to be provided by Revo Fitness or available under the Regulations (including a copy of the Regulations themselves) to a Member free of charge in electronic form and/or in paper form on written request from the Member to provide any such document or information.

## 12 GOVERNING LAW

This Membership Agreement is governed by and construed in accordance with the laws of the Australian State in which the Member's Home Club is located and the parties agree to submit to the non-exclusive jurisdiction of its courts.

## 13 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.

## 14 ENTIRE AGREEMENT

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

## SCHEDULE 1 FEES

This Schedule 1 outlines the fees payable by a Member for each Membership Type as well as all other fees that Revo Fitness may charge under the Membership Agreement. Fees are subject to amendment from time to time in accordance with the Memberships Agreement Terms & Conditions.

### 1. Membership types

Membership Type	Rights and Entitlements	Fees
Level 1	Access to the gym floor and all standard equipment located in the general gym area.	\$9.69 weekly <b>Membership Fee</b> charged at \$19.38 per fortnight (ie an equivalent of \$42.00 per month) or another amount as specified in the Membership Form. This Membership Fee will be payable on an ongoing basis debited from your account on a fortnightly basis on the Direct Debit Date for the duration of your Membership until your Termination Date and relates to the services provided by Revo Fitness as set out in the 'description of services' contained in the Membership Agreement.
Level 2 (The Studio)	All rights of a Level 1 Member <b>plus:</b> <ul style="list-style-type: none"> <li>• access to 'The Studio' training rooms (where available); and/or</li> <li>• premium equipment on the gym floor designated for Level 2 Members only; and</li> <li>• may include access to premium online services offered exclusively to Level 2 Members.</li> </ul>	\$12.69 weekly <b>Membership Fee</b> charged at \$25.38 per fortnight (ie an equivalent of \$55.00 per month) or another amount as specified in the Membership Form. This Membership Fee will be payable on an ongoing basis (debited from your account on a fortnightly basis on the Direct Debit Date) for the duration of your Membership until your Termination Date and relates to the services provided by Revo Fitness as set out in the 'description of services' contained in the Membership Agreement.

### 2. Other fees

Fee	Amount (\$)	Payable...
Debit and Credit Card Fee	\$0.61	on each payment made by debit and/or credit card in accordance with clause 6 of the Membership Agreement.
Replacement fee	\$30.00	when we need to replace a Member's Swipe Card.
Additional Person Fee	\$150.00	for each additional person granted access to the Revo Fitness Facilities by the Member without Revo Fitness' prior written consent.

Dishonour Fee	\$9.99	in the event that a Member dishonours any payment under the Membership Agreement.
Unpaid Fee		for the fitness services supplied by Revo Fitness under this Membership Agreement that a Member has not paid for at the Termination Date of the Membership Agreement (including, but not limited to, amounts for all debts that the Member owes to Revo Fitness, which will continue to accrue until termination). This Unpaid Fee will be payable, at the absolute discretion of Revo Fitness, prior to this Membership Agreement being cancelled for any reason whatsoever.

## SCHEDULE 2

# CANCELLATION OF MEMBERSHIP BY MEMBER

### 1. Cancellation of Membership by Member

#### (a) 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 stating that you cannot use the fitness services supplied by Revo Fitness under this Membership Agreement because of your permanent sickness or physical incapacity. The Cancellation Form and medical certificate must, where practicable, be delivered 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 email the Cancellation Form to us at [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form along with proof of your identity.

Upon receiving the Cancellation Form and medical certificate, we will cancel your Direct Debit Authority and refund any payments (if applicable) made in advance from the date we received the Cancellation Form on a pro-rata basis on any outstanding pre-paid period within 7 days after the day on which termination takes effect (noting that termination may occur at any time within 30 days of receipt of the Cancellation Form as determined by Revo Fitness at its complete discretion). Revo Fitness reserves the right to charge an Unpaid Fee in relation to the Membership Agreement on any unpaid fees as at the date of termination.

#### (b) Cancellation Due to Other Reasons

Cancellation of your Membership for reasons other than those described in clause 1(a) above is subject to the following conditions:

- (i) your Membership must be active and not suspended at the time you terminate and at all times during the notice period;
- (ii) 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 email the Cancellation Form to us at [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form along with proof of your identity. We will respond to the termination request within 7 days and confirm the amount of the last payment under the Membership Agreement and the date that the termination takes effect;
- (iii) your Membership will be cancelled 30 days after the date on which Revo Fitness receives your Cancellation Form. We recommend you contact us by phone to let us know if you have emailed your Cancellation Form. We are not responsible for lost Cancellation Forms;
- (iv) any Membership Fees payable during the 30-day notice period are payable in full (in addition to any outstanding Membership Fees and Unpaid Fees that you owe to Revo Fitness);



- (v) you will have the same access rights to Revo Fitness Facilities consistent with your current Membership Type under this Membership Agreement until the date your Membership ends under clause 1(b)(iii) above;
- (vi) Revo Fitness will cease any deductions under the Membership Agreement upon receipt of the last payment due under the Membership Agreement; and
- (vii) Revo Fitness must treat a notice of termination by the Member as a notice of any third party agreement and, on receipt of the last payment due by the Member under the Membership Agreement, will immediately instruct any third party (if applicable) to cease deductions under any third party agreement.
- (viii) If you cancel your Membership Agreement in accordance with this clause 1(b), Revo Fitness reserves the right to charge you an Unpaid Fee on all amounts owing by you to Revo Fitness under the Membership Agreement as at the date you cancel your membership.
- (ix) If you have paid in advance under clause 6.3 of the Membership Agreement, you will not be entitled to any refund where you terminate your Membership Agreement under this clause 1(b).

## APPENDIX 1 CANCELLATION FORM

### PERSONAL DETAILS

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

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

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

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

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

### REASON FOR CANCELLATION

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

Your Membership may be cancelled only in accordance with clause 3.10 of the Membership Agreement.

### CONFIRMATION OF CANCELLATION

By completing and lodging this Cancellation Form you:

- (a) confirm your desire to cancel your Membership with Revo Fitness; and
- (b) acknowledge your understanding that you remain bound by the [terms and conditions](http://www.revofitness.com.au/terms/) (www.revofitness.com.au/terms/)

until the date your Membership is deemed cancelled.

Use this form to:

- (a) cancel your Membership **immediately** within the Cooling-Off Period (WA only);
- (b) cancel your Membership **immediately** where you have suffered a permanent sickness or physical incapacity; or
- (c) cancel your Membership on **30 days** written notice for any other reason.

If you are cancelling your Membership in the circumstances listed in (a) or (b) above, your Membership will end immediately and you will no longer be entitled to use the Revo Fitness Facilities. If you are cancelling your Membership in the circumstances listed in (c) above, 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.

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.

## APPENDIX 2 SUSPENSION FORM

### PERSONAL DETAILS

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

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

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

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

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

### REQUESTED 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 Fitness Facilities. This also reactivates your direct debiting arrangement in accordance with the Membership Agreement.

### CONFIRMATION OF SUSPENSION

By completing and lodging this Suspension Form you:

- (a) confirm your intention to suspend your Membership for the period specified above;
- (b) confirm your understanding that during the period of your suspension, you will not be entitled to use Revo Fitness Facilities; and
- (c) acknowledge that you otherwise remain bound by the prevailing [terms and conditions](http://www.revofitness.com.au/terms/) (www.revofitness.com.au/terms/) of your Membership.

### OFFICE USE ONLY

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

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

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

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

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

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

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

You may suspend your Membership by completing this form not less than 30 days prior to your proposed suspension date. You may:

- (a) suspend your Membership three (3) times in any calendar year; and
- (b) suspend your Membership for up to 14 days at any one time.

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 Fees will resume as normal.

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.

## APPENDIX 3 CHANGE OF MEMBERSHIP FORM

### PERSONAL DETAILS

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

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

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

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

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

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**New** membership type requested

Level 1

Level 2

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### Acknowledgement:

By completing and lodging this Change of Membership Form with Revo Fitness you acknowledge that:

- (a) upon acceptance by Revo Fitness, your Membership type and associated entitlements will change in accordance with the timeline set out in your Membership Agreement; and
- (b) you will continue to be bound by the prevailing [terms and conditions](http://www.revofitness.com.au/terms/) (www.revofitness.com.au/terms/) of Revo Fitness.

Please note, you are entitled to change your Membership by completing this form:

- (a) once per month; or
- (b) such other period if agreed by Revo Fitness.

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.