

# Membership Agreement Terms and Conditions

## Membership Agreement

These Terms and Conditions form part of the Membership Agreement made between you and Revo Fitness by:

- you completing and submitting a Membership Form; and/or
- your Deemed Acceptance of these Terms and Conditions by continuing to access and use (or have the entitlement to access and use) any Revo Fitness Facility from the date that is 30 days after being notified that these Terms and Conditions will apply to your use of any Revo Fitness Facility.

## Ongoing agreement and ongoing fees – All membership types other than 5-Week Memberships

**Ongoing agreement:** Unless you have selected a 5-Week membership on your Membership Form, this is an ongoing agreement which will renew on a monthly basis and will only end when cancelled by you or terminated by Revo Fitness in accordance with these Terms and Conditions. Notice periods apply – see Schedule 2 for details.

**Fees payable:** Your fees depend on your Membership Type. The Membership Types available across all Revo Fitness Facilities and the fees associated with each Membership Type are set out in Schedule 1. Additional fees may apply if you do not comply with your obligations, as set out in Schedule 1.

**Total minimum payment:** Your minimum payment per month depends on your Membership Type and frequency of payment. The total minimum payment is your monthly Membership Fee (regardless of payment frequency) plus the Debit and Credit Card Fee on each applicable payment, which will be charged on the periodic basis stated in your Membership Form, starting on the date that you enter into your Membership Agreement or as otherwise set out in your Membership Form. If you cancel your Membership Agreement, you will be required to pay your Membership Fee plus any applicable Debit and Credit Card Fee during the notice period (if any). See Schedule 1 and Schedule 2 for details. Additional fees may apply if you do not comply with your obligations, as set out in Schedule 1.

**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, debit card or bank account until Revo Fitness cancels the arrangement by notifying the DD Provider following cancellation or of your Membership Agreement. If you terminate the Direct Debit Authority in a manner not described in these Terms and Conditions, you may be liable to Revo Fitness for damages for breach of contract.

## Fixed term agreement and total minimum payment – 5-Week Memberships only

**Fixed term agreement:** If you have selected a 5-Week Membership on your Membership Form, this is a fixed term agreement which will end 5 weeks after the Commencement Date.

**Total minimum payment:** The total minimum payment under your Membership Agreement depends on your Membership Type, and is a fixed upfront payment paid on sign-up. See Schedule 1 for details. Additional fees may apply if you do not comply with your obligations, as set out in Schedule 1.

## Cooling-off Period

**All States other than Western Australia:** If your Home Club is located in any Australian State other than Western Australia, your Membership Agreement **is not subject to any cooling off period**.

**Western Australia only:** If your Home Club is located in Western Australia, the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA)* govern your Membership Agreement. In accordance with the Regulations, if you are a WA Member, **your Membership Agreement is subject to a 7-day Cooling-Off Period** and may be cancelled by you within 7 days after the date that you enter into your Membership Agreement, or your Home Club opening (for WA pre-sale Memberships only), whichever is later. You may end your Membership Agreement at any time within the Cooling-Off Period without reason by giving notice to Revo Fitness in writing. Revo Fitness may charge an administration fee for administering the cancellation of your Membership Agreement. See Schedule 1 and Schedule 2 for details.

## Services provided

In consideration for the payment of your Membership Fee under your Membership Agreement, Revo Fitness will provide access to the Revo Fitness Facilities available for use by your selected Membership Type as set out in your Membership Form. Restrictions on your Membership rights may apply based on your Membership Type. You may choose a Membership Type available at your Home Club. See Schedule 1 for details.

## 1. Definitions and Interpretation

### 1.1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

**5-Week Membership** means a fixed term membership in accordance with clause 4.

**Access Card** means the electronic card or fob used to access a Revo Fitness Facility.

**Access Rights** means the right and ability to use Revo Fitness' access infrastructure provided by Revo Fitness to enable access to the Revo Fitness Facilities available to any particular Membership Type.

**Acquired Club** means any Revo Fitness Facility that has become a Revo Fitness Facility due to the acquisition of an existing gym business and/or premises by Revo Fitness as per an Acquisition Notice.

**Acquisition Notice** means a written communication from Revo Fitness advising that an Acquired Club has become a Revo Fitness Facility, and the terms by which a member of the Acquired Club would be deemed to accept these Terms and Conditions.

**Advance Payment Period** means a period of up to one (1) year commencing on the date agreed by Revo Fitness pursuant to clause 6.3, as adjusted pursuant to clauses 6.3(b)(iii) and 6.3(b)(iv) (as applicable).

**Cancellation Form** means the form contained in Schedule 3, as amended from time to time.

**Cancellation Notice Date** means the date on which written notice of cancellation is received by Revo Fitness under clause 1(b) of Schedule 2.

**Change Notice** means a written communication from Revo Fitness advising of a change to the terms of your Membership, including under clauses 2.2 and 6.5.

**Change of Membership Form** means the form contained in Schedule 5, as amended from time to time.

**Club Rules** means the rules regarding conduct and use of the fitness equipment and facilities by Members at each Revo Fitness Facility contained in Schedule 6, as amended from time to time and in accordance with applicable laws and regulations, as available at <https://revofitness.com.au/terms/>.

**Commencement Date** means the start date of your Membership Agreement as stated on the Membership Form.

**Cooling-Off Period** means, if you are a WA Member, a period commencing on the date you entered into your Membership Agreement and ending 7 days after the later of:

- (a) the date you entered into your Membership Agreement; and
- (b) the date your Home Club first opens for trade (for Western Australian pre-sale Memberships only).

**Debit and Credit Card Fee** means the fee described in Schedule 1 as the DD Provider Debit and Credit Card Fee for the relevant frequency of payment set out in your Membership Form charged by the DD Provider on payments made via a debit or credit card by the Member.

**Deemed Acceptance** means that you have been deemed to agree to:

- (a) these Terms and Conditions; and/or
- (b) a change to the terms of your Membership or these Terms and Conditions,

in accordance with the terms set out in an Acquisition Notice or Change Notice (as the case may be), on the basis of your continued access and use, or continued entitlement to access and use, a Revo Fitness Facility 30 or more days after the Acquisition Notice or Change Notice has been issued, or as otherwise provided by these Terms and Conditions.



**Direct Debit Authority** means the direct debit payment method you authorise the DD Provider to establish on sign-up for the purposes of paying your Membership Fees in accordance with clause 6.2(a) and by entering into your Membership Agreement.

**Direct Debit Date** means the date your Membership Fees are to be deducted from your account starting on the first billing date and each date thereafter reoccurring at the frequency specified in your Membership Form.

**Direct Debit Period** means the period commencing on each Direct Debit Date and ending immediately before the next Direct Debit Date.

**DD Provider** means the direct debit service provider used by Revo Fitness and stated on the Membership Form and/or Direct Debit Authority, as varied from time to time in accordance with these Terms and Conditions.

**Extended Freeze** means a suspension of your Membership pursuant to clause 3.8(b).

**Extended Freeze Period** means the period that your Membership is suspended in accordance with clause 3.8(b)(i) starting on the "Start Date" nominated in the Freeze Request Form, and ending on the earlier of:

- (a) the "End Date" nominated in the Freeze Request Form; and
- (b) the date that falls on the last day of the "Maximum Period" for an Extended Freeze stated in the Freeze Request Form.

**Freeze Request Form** means the form contained in Schedule 4, as amended from time to time.

**Home Club** means the Revo Fitness Facility recorded and noted as your Home Club in the Membership Portal in respect of your Membership, being:

- (a) the original Revo Fitness Facility at which you signed up your Membership; or
- (b) in the case of any Transferred Member, the Acquired Club, or

as otherwise updated, determined or varied by Revo Fitness from time to time in accordance with these Terms and Conditions.

**Material Amendments** means any amendment to the terms of your Membership Agreement which Revo Fitness reasonably considers will be material to a Member, including changes to your Access Rights, Membership Fee, Membership Type, Direct Debit Date and Direct Debit Period.

**Member** means an individual holding a Membership with Revo Fitness and includes each Transferred Member.

**Membership** means a membership held by a Member to use and access the Revo Fitness Facilities pursuant to these Terms and Conditions.

**Membership Agreement** means these Terms and Conditions (as amended from time to time in accordance with clauses 2.2 and 6.5 and any relevant laws or regulations) taken together with your Membership Form.

**Membership Fee** means the amount payable for your Membership Type:

- (a) due to be debited from your account on a periodic basis on each Direct Debit Date in the case of an ongoing Membership; and
- (b) to be paid in full up-front in the case of a 5-Week Membership.

**Membership Form** means:

- (a) the form completed by you to sign up to a Membership; or
- (b) if you are a Transferred Member, the Acquisition Notice,

and includes amendments to those documents from time to time, including by Change Notice, Change of Membership Form or in accordance with clauses 2.2, 3.3, 3.7 and 6.5.



**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, available in the Revo Fitness App.

**Membership Type** means the different type of membership options at the election of the Member (subject to availability) that may provide different Access Rights or entitlements, as set out in Schedule 1 (as amended from time to time in accordance with these Terms and Conditions).

**Non-Member** means any person that is not a Member.

**OIP** means a Revo Fitness orientation and induction program.

**Policies** means the Revo Fitness Privacy Policy, Club Rules and other policies implemented from time to time as available at <https://revofitness.com.au/policies/>.

**Privacy Policy** means the privacy policy available at <https://revofitness.com.au/policies/>.

**Regulations** means any regulations imposed by any government authority applying to fitness facilities operated by Revo Fitness in the relevant jurisdiction for the Member's Home Club only, including but not limited to:

- (a) the *Fair Trading (Health and Fitness Industry Code) Regulations 2022* (SA), which applies if your Home Club is located in South Australia; and
- (b) the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020* (WA), which applies if your Home Club is located in Western Australia.

**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.

**Revo Fitness App** means the Revo Fitness mobile app, available for download via the Apple App Store or Google Play Store.

**Revo Fitness Facility** means any Revo Fitness gym facility as varied from time to time and as listed at <https://revofitness.com.au/gyms/>.

**SA Member** means a Member whose Home Club is located in South Australia but does not include any such Member that is not genuinely using Revo Fitness Facilities in South Australia, as may be demonstrated by:

- (a) the Member having a residential address located in an Australian State other than South Australia; and/or
- (b) the Member having only accessed Revo Fitness Facilities in Australian States other than South Australia.

**Staffed Hours** means the hours advertised for a Revo Fitness Facility during which staff are present at that Revo Fitness Facility.

**Standard Freeze** means a suspension of your Membership pursuant to clause 3.8(a).

**Standard Freeze Period** means the period that your Membership is suspended in accordance with clause 3.8(a)(i), starting on the "Start Date" nominated in the Freeze Request Form, and ending on the earlier of:

- (a) the "End Date" nominated in the Freeze Request Form; and
- (b) the date that is 31 days from (and including) the "Start Date" nominated in the Freeze Request Form.

**Termination Date** means the date your Membership is deemed to be terminated or cancelled as set out in these Terms and Conditions.

**Terms and Conditions** means these Revo Fitness Membership Agreement Terms and Conditions, as amended from time to time, which form part of your Membership Agreement.



**Transferred Member** means an individual holding a gym membership with or at any Acquired Club on the date of acquisition by Revo Fitness, who has Deemed Acceptance of these Terms and Conditions in accordance with the terms of an Acquisition Notice in respect of the Acquired Club.

**Updated Terms** means the most up to date version of these Terms and Conditions at any given time, available at <https://revofitness.com.au/terms/>.

**WA Member** means a Member whose Home Club is located in Western Australia but does not include any such Member that is not genuinely using Revo Fitness Facilities in Western Australia, as may be demonstrated by:

- (a) the Member having a residential address located in an Australian State other than Western Australia; and/or
- (b) the Member having only accessed Revo Fitness Facilities in Australian States other than Western Australia.

## 1.2. Interpretation

In these Terms and Conditions, unless expressed to the contrary:

- (a) headings and bolding are for convenience only and do not affect the interpretation of these Terms and Conditions, except where they indicate that the provision only applies to certain classes of Member;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, alternative grammatical forms of the defined word or phrase have corresponding meanings;
- (d) a reference to:
  - (i) “you” refers to the person or persons entering into the Membership Agreement;
  - (ii) a clause, schedule, annexure or appendix refers to a clause, schedule, annexure or appendix of these Terms and Conditions;
  - (iii) a person includes an individual, firm, association, corporation, partnership, joint venture 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;
  - (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;
  - (viii) a “month” means a period starting at the start of any day of a calendar month and ending:
    - (A) immediately before the start of the corresponding day of the next calendar month; or
    - (B) if there is no corresponding day, at the end of the next calendar month; 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 and conditions of Membership

### 2.1. General terms and conditions

- (a) By entering into your Membership Agreement (including by Deemed Acceptance) you acknowledge and agree that you have received or accessed, read, and agree to comply with the terms of:
  - (i) these Terms and Conditions and all Revo Fitness Policies (including the Club Rules); and
  - (ii) any proposed third-party agreements (if applicable).
- (b) 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) Revo Fitness may amend these Terms and Conditions from time to time, including as required as a result of operational necessity and flexibility, the evolution of services provided by Revo Fitness, and legal or regulatory changes.
- (b) Subject to clause 2.2(c), you agree that:
  - (i) notice of such amendment 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; and
  - (ii) 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, both of which constitute a Change Notice.
- (c) Notwithstanding clause 2.2(b), Revo Fitness will provide not less than 30 days' notice of any Material Amendment by email to the email address provided on your Membership Form or in any other appropriate manner (which may include notification via the Revo Fitness App).
- (d) If you do not agree to the changes in the Updated Terms and/or any Material Amendment, you may cancel your Membership Agreement in accordance with clause 3.10(a) within 30 days of notice of the amendment and, to the extent permitted by law, the Updated Terms or Material Amendment (as applicable) will not apply to your Membership during your notice period.
- (e) If you do not cancel your Membership Agreement in accordance with clause 2.2(d) you will be deemed to have agreed to the amendments and the Updated Terms and/or Material Amendment (as applicable) will apply to your Membership.
- (f) Subject to clauses 2.2(b), 2.2(c) and 2.2(d), to the extent of any conflict or inconsistency between this version of these Terms and Conditions 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.
- (g) In the event of any conflict or inconsistency between these Terms and Conditions, the Membership Form or any Policies, the documents will take priority in the order listed in this clause 2.2(g).

### 2.3. Copy of agreements

Revo Fitness will provide a copy of your Membership Agreement (being the digitally signed Membership Form which incorporates these Terms and Conditions) and any signed third-party agreement (if applicable) that you have entered into, within a reasonable timeframe following





receipt of a written request to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on the Membership Form.

## 2.4. Fees

The fees and charges payable under your Membership Agreement are the fees set out in Schedule 1, as amended in accordance with clauses 2.2 or 6.5.

## 3. Membership

### 3.1. General

Subject to these Terms and Conditions, in consideration for payment of the Membership Fee you are entitled to access the gym and use the fitness equipment at any Revo Fitness Facility permitted by your Membership Type and Access Rights during Staffed Hours, and outside Staffed Hours in accordance with clause 5.4 (subject to clause 3.5).

### 3.2. Member Acknowledgement

You acknowledge and agree that:

- (a) your access to any Revo Fitness Facility including the gym and the fitness equipment is not exclusive and must be shared with other Members;
- (b) Revo Fitness does not give any representations or guarantees that you will have access to any particular fitness equipment at any given time;
- (c) Revo Fitness purchases or leases the fitness equipment from a third party and does not manufacture any of the fitness equipment or other equipment used in the Revo Fitness Facilities. Accordingly, Revo Fitness does 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) each Revo Fitness Facility 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) in accordance with clause 9, your Membership does not include access to personal trainers.

### 3.3. Member Information Obligation

- (a) You represent and warrant to Revo Fitness 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 Revo Fitness of any changes to the details provided in your Membership Form as and when they occur.
- (c) You agree that Revo Fitness may at its absolute discretion, update your Home Club if Revo Fitness considers that the nominated Home Club is not appropriate, including by reason of you regularly accessing a Revo Fitness Facility at another location, residing in a different jurisdiction, or the Home Club no longer being available due to operational reasons pursuant to clause 5.5(a).
- (d) You agree that a change to your Home Club under clause 3.3(c) may be made by Revo Fitness by updating your Home Club in the Membership Portal and, subject to clauses 5.5(b) and 5.5(c), publication of a new Home Club in your Membership Portal will be reasonable steps by Revo Fitness to notify you of a change to your Home Club.



## 3.4. Member's Physical Condition

- (a) You acknowledge and agree that Revo Fitness will not provide medical advice in any way in connection with your use of any Revo Fitness Facility or any equipment contained in any Revo Fitness Facility.
- (b) You warrant to Revo Fitness 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;
  - (ii) 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 illness, injury or death to you as a result of your use of a Revo Fitness Facility; and
  - (iii) you will not use any equipment that may have an adverse effect on any medical or physical condition you may have.

## 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 the Member's Membership Agreement; and
  - (ii) indemnify, hold harmless, and release Revo Fitness and all of its employees, volunteers, agents and officers from and against all 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, arising from or connected in any way with the Member's participation or attendance at or near any Revo Fitness Facility, except to the extent that any liability, injury, loss or damage is caused by wilful misconduct or gross negligence of Revo Fitness.

until such time that the 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 the Membership Agreement by the Member.

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

## 3.6. Orientation and 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](https://www.youtube.com/watch?v=PbpcRRSypOY) (<https://www.youtube.com/watch?v=PbpcRRSypOY>).
- (d) You 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.





## 3.7. Changing Membership Types

- (a) You may change Membership Type only in accordance with clauses 3.7(b) or 3.7(c).
- (b) You may **upgrade your Membership Type** to a higher level of membership by:
  - (i) delivering a completed Change of Membership Form in person at a Revo Fitness Facility during Staffed Hours, along with proof of your identity; or
  - (ii) emailing a completed Change of Membership Form to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form, along with proof of your identity; or
  - (iii) following the instructions on the Membership Portal (if available).

Unless you upgrade via the Membership Portal (in which case your upgrade will be effective immediately), your upgrade of 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 the effective date.

- (c) You may **downgrade your Membership Type** to a lower level of membership by:
  - (i) delivering a completed Change of Membership Form in person at a Revo Fitness Facility during Staffed Hours, along with proof of your identity; or
  - (ii) emailing a completed Change of Membership Form to [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 downgrade of Membership Type will apply from your next Direct Debit Date following receipt by Revo Fitness of your Change of Membership Form. Your Membership Fees will be adjusted and applied from the next Direct Debit Date.

- (d) Revo Fitness reserves the right to change your Membership Type, including by reason of operational necessity, flexibility, service demand, or the evolution of services provided by Revo Fitness. Any change to your Membership Type by Revo Fitness will constitute a Material Amendment and is subject to the provisions of clause 2.2.
- (e) Any change to your Membership Type pursuant to clauses 3.7(b) or 3.7(c) will constitute Deemed Acceptance to the Updated Terms and/or any Material Amendment of which you have been notified, and you acknowledge that the Updated Terms and/or Material Amendment will apply immediately to your ongoing Membership.

## 3.8. Membership Freezes

- (a) **Standard Freeze**
  - (i) You may freeze your Membership for up to:
    - (A) 31 days at any one time; and
    - (B) a maximum of 2 times in any calendar year,by:
    - (C) following the instructions on the Membership Portal;
    - (D) emailing a completed Freeze Request Form to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form; or
    - (E) an in-person request at a Revo Fitness Facility during Staffed Hours; or
    - (F) any other means as may be advised by Revo Fitness from time to time, prior to the proposed freeze start date subject to the terms of this clause.
  - (ii) If you place your Membership on a Standard Freeze in accordance with clause 3.8(a)(i):



- (A) you will not be charged a Membership Fee for the Standard Freeze Period, and your Membership Fee for the Direct Debit Period in which the Standard Freeze Period falls will be charged on a pro-rata basis; and
  - (B) the Revo Fitness Facilities and your Access Rights will not be available for your use during the Standard Freeze Period.
- (b) **Extended Freeze**
  - (i) If you are unable to train for an extended period of time, you may freeze your membership for an extended period (not exceeding the maximum period made available to you by Revo Fitness at the time of requesting an Extended Freeze) once per calendar year by:
    - (A) emailing a completed Freeze Request Form to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form;
    - (B) an in-person request at a Revo Fitness Facility during Staffed Hours; or
    - (C) any other means as may be advised by Revo Fitness from time to time, prior to the proposed start date, subject to the terms of this clause.
  - (ii) If you place your Membership on an Extended Freeze in accordance with clause 3.8(b)(i):
    - (A) you must pay the Extended Freeze Fee for each 31 day period (or part thereof, if applicable) of the Extended Freeze Period; and
    - (B) your Membership Fee will be adjusted having regard to the Extended Freeze Period.
- (c) Except as provided in clause 6.3(b)(iii), following completion of the Extended Freeze Period your usual Membership Fee payments and access to the Revo Fitness Facilities will resume.

### 3.9. No Transfer of Membership

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

### 3.10. Cancellation and Termination of Membership

#### (a) Cancellation by Member

Except as provided by clause 2.2(d), you may only cancel your Membership Agreement in accordance with the methods set out in Schedule 2.

#### (b) Termination of Membership by Revo Fitness

- (i) Revo Fitness may terminate your Membership at any time upon 30 days' written notice, or immediately if Revo Fitness determines in its absolute discretion that:
  - (A) you have not complied with clauses 5 or 6 of these Terms and Conditions;
  - (B) it reasonably suspects you have engaged in any illegal activity at a Revo Fitness Facility;
  - (C) it has formed a genuine concern for your health and/or safety based on reasonable grounds;
  - (D) it has formed a genuine concern for the physical or mental health and/or safety of other members or Revo Fitness staff or contractors as a result of your conduct, based on reasonable grounds; or
  - (E) you are in breach of any part of these Terms and Conditions.
- (ii) If Revo Fitness terminates your Membership pursuant to this clause 3.10(b) your Membership Fees will be due and payable until the next Direct Debit Date;



- (iii) If Revo Fitness terminates your Membership pursuant to this clause 3.10(b), Revo Fitness may charge you an Unpaid Fee in relation to your Membership Agreement (which, for the sake of clarity, may include all debts that you owe 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 your Membership is terminated in accordance with this clause 3.10(b).
  - (v) If Revo Fitness terminates your Membership pursuant to this clause 3.10(b), you may not access any Revo Fitness Facility or rejoin as a Member without the prior written approval of Revo Fitness. This clause survives termination and Revo Fitness may immediately terminate any Membership Agreement entered into in breach of this clause.
- (c) **Member may be liable for breach of contract**
- You may be liable for damages for breach of contract if you cancel your Membership Agreement in a manner not described in these Terms and Conditions.

### 3.11. Novation

- (a) Revo Fitness reserves the right to, and you agree that Revo Fitness may, transfer, assign, sell or novate your Membership, including your Membership Agreement, to another gym service provider where the gym facilities provided by the new owner of your Membership are substantially similar to Revo Fitness' existing facilities.
- (b) You acknowledge and agree that, in the event of a sale, transfer or restructure of any component of Revo Fitness' business, Revo Fitness may disclose your personal information to the new owner or operator for the purpose of continuing to provide you with services and managing your Membership. You consent to such disclosure in accordance with the Privacy Policy.

## 4. 5-Week Membership

This clause 4 applies only if you have agreed to a 5-Week Membership in your Membership Form:

- (a) Clauses 2.1(b) (indefinite term), 3.8 (Membership Freezes) and 6 (Payment) do not apply to your Membership.
- (b) Your Membership Fee must be paid in full and up-front, in person at a Revo Fitness Facility through our point of sale system, or as otherwise advised by Revo Fitness from time to time.
- (c) Your 5-Week Membership Fee is non-refundable and unable to be cancelled in accordance with clause 3.10(a), subject to any applicable Cooling-Off Period.
- (d) Your Membership will end at 11:59pm on the day immediately before the date that is 5 weeks following the Commencement Date and your Access Rights will cease from that time.

To the extent of any inconsistency between the terms of this clause 4 and any other provisions of these Terms and Conditions, the terms of this clause 4 will prevail .

## 5. Access and conditions of entry

### 5.1. Access

- (a) Subject to your compliance with these Terms and Conditions, Revo Fitness will provide you with the Access Rights applicable to your Membership Type.
- (b) You agree that you must:
  - (i) only access a Revo Fitness Facility by using the Access Rights granted to you;



- (ii) not transfer or otherwise provide those Access Rights to any other person, other than in an emergency situation; and
  - (iii) not use those Access Rights to allow any other person to access the Revo Fitness Facilities, other than in an emergency situation.
- (c) Any breach of this clause may result in Revo Fitness suspending your Access Rights or terminating your Membership in accordance with clause 3.10(b).

## 5.2. Access by Non-Members

- (a) You must not bring Non-Members into any Revo Fitness Facility.
- (b) If Revo Fitness determines that you have breached clause 5.2(a):
  - (i) you accept full responsibility and liability 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) Revo Fitness may cancel your Membership in accordance with clause 3.10(b).

## 5.3. General Conditions of Entry

- (a) **Club Rules**
  - (i) The safety and wellbeing of Members and Revo Fitness team members is Revo Fitness' highest priority, and Revo Fitness will not tolerate behaviour or conduct that may cause harm in any manner.
  - (ii) You acknowledge and agree that you must comply with the Club Rules (which contain restrictions in relation to Member conduct and behaviour, including in relation to permitted clothing and footwear), at all times while using the Revo Fitness Facilities, and a breach of the Club Rules will constitute a breach of these Terms and Conditions.
  - (iii) Revo Fitness may suspend or terminate your Membership if you engage in conduct in breach of the Club Rules.
- (b) **Emergency response area**
  - (i) An emergency response area is provided in each Revo Fitness Facility. You must familiarise yourself with the emergency response area prior to commencing your workout.
  - (ii) You acknowledge and agree that:
    - (A) there are significant and inherent risks associated with exercising and using gym equipment, and the emergency response area is provided by Revo Fitness to assist in mitigating the extent of potential harm that may be caused by this inherent risk; and
    - (B) your access and use of the Revo Fitness Facilities is entirely at your own risk, and the releases and indemnities in clause 10 apply, despite the provision of the emergency response area.

## 5.4. 24 Hour Operation

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



- (a) must not allow any Non-Members into the Revo Fitness Facility pursuant to clause 5.2 of these Terms and Conditions;
- (b) must take active measures to protect your own health and safety, including using the safety equipment provided as and when reasonably required; and
- (c) must not inappropriately use the emergency system, and indemnify Revo Fitness for all costs associated with your deliberate misuse of the emergency system.

## **5.5. Safety, Maintenance and Changes to Operations**

- (a) Revo Fitness may be required to make changes to our processes, procedures and the operations of Revo Fitness Facilities for the purposes of safety, maintenance, service demand, and otherwise for reasons outside of Revo Fitness' control. This may include:
  - (i) closing all or part of a Revo Fitness Facility;
  - (ii) closing off part of a Revo Fitness Facility and equipment areas; or
  - (iii) changing operating hours or available Access Rights for any Revo Fitness Facility.
- (b) Where a change contemplated by clause 5.5(a) occurs, Revo Fitness will endeavour to provide Members with adequate and reasonable advance notice. However, Revo Fitness cannot guarantee the provision of advance notice where circumstances arise that are unforeseen and/or out of Revo Fitness' control.
- (c) Notwithstanding clause 5.5(b), you acknowledge and agree that Revo Fitness is only required to provide you with notice of any operational change impacting a Revo Fitness Facility that you regularly access (as determined by Revo Fitness acting reasonably, having regard to usage data for the relevant Revo Fitness Facility).

## **6. Payment**

### **6.1. Payment**

- (a) You agree to pay the Membership Fee and other applicable fees in the amounts and frequency set out in Schedule 1 and your Membership Form (as amended from time to time):
  - (i) by using the payment method in the Direct Debit Authority and/or your Membership Agreement 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, Revo Fitness 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 irrevocably consent to Revo Fitness:
  - (i) assigning or novating all existing payment agreements to a new payment provider; and
  - (ii) providing your personal information, including but not limited to your payment details, to the new payment provider in accordance with these Terms and Conditions and our Privacy Policy which is available on our website.
- (e) You agree to do all things reasonably necessary to enable Revo Fitness to give effect to the matters contemplated by clause 6.1(d).

### **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 debit card, credit card, or bank account in the amounts and frequency set out in your Membership Form.

- (ii) You must ensure that your nominated debit card, 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 your 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, and by entering into your Membership Agreement you agreed to be bound by its terms.
  - (iv) You must keep the Direct Debit Authority in place until 30 days after you have given Revo Fitness written notice to cancel your Membership pursuant to clause 3.10(a).
  - (v) You acknowledge that Revo Fitness will continue to debit Membership Fees under the Direct Debit Authority until you cancel or Revo Fitness terminates 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) Revo Fitness will endeavour to notify you of any payments that are dishonoured by your financial institution due to insufficient funds or any other reason, or are otherwise overdue, via the contact information provided in your Membership Form or pursuant to clause 3.3.
  - (ii) A Dishonour Fee will be charged to you on each occasion that a payment due under this Membership is dishonoured.
  - (iii) The outstanding payment and any Dishonour Fees incurred remain due and payable by you and will be re-debited to your account, until such time as any outstanding fees are paid.
  - (iv) Additional fees and charges may be charged to you in respect of any dishonoured payments by the DD Provider or your financial institution pursuant to your agreements with them.
  - (v) Your Membership and Access Rights will be suspended immediately until such time that all outstanding fees under your Membership Agreement are paid.
  - (vi) If you fail to pay any amounts owing under your Membership Agreement on the due date for payment and this amount remains outstanding for more than 14 days, Revo Fitness may contact a debt collection agency to collect the funds owing. You indemnify Revo Fitness for the cost of any debt collection agency engaged by Revo Fitness pursuant to this clause, and must pay this cost to Revo Fitness or the debt collector (on behalf of Revo Fitness) upon demand.

### 6.3. Payment in Advance

- (a) You may request to pay your Membership Fees for up to one (1) year in advance. Revo Fitness may accept or deny your request at its absolute discretion.
- (b) If Revo Fitness accepts your request for advance payment, the following clauses apply to your Membership Agreement:





- (i) clause 6.1 (Payment) does not apply for the duration of the Advance Payment Period;
- (ii) on or before commencement of the Advance Payment Period, you must pay an amount equal to the Membership Fees for the Advance Payment Period, it being acknowledged that Revo Fitness is not permitted to accept prepayment of Membership Fees for a period greater than 12 months;
- (iii) subject to clause 6.3(b)(iv), if you freeze your Membership under:
  - (A) clause 3.8(a) (Standard Freeze), your Advance Payment Period will be extended by the duration of the Standard Freeze Period; and/or
  - (B) clause 3.8(b) (Extended Freeze), your Advance Payment Period will be adjusted having regard to the balance of the pre-paid Membership Fees following payment of all relevant Extended Freeze Fees;
- (iv) if you upgrade or downgrade your Membership Type in accordance with clause 3.7, your Advance Payment Period will be adjusted having regard to the change in Membership Fees payable for your new Membership Type and the balance of the pre-paid Membership Fees on your account.
- (v) if Revo Fitness terminates this Membership under clause 3.10(b), your Membership Fee paid in respect of a period after the Termination Date will be refunded on a pro rata basis within 7 days after the day on which the termination takes effect; and
- (vi) your Membership will automatically renew after the agreed Advance Payment Period ends and standard periodic 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 your debit card, credit card or bank account subject to the Direct Debit Authority expires or is closed, you must provide the DD Provider with a replacement Direct Debit Authority over another approved debit card, credit card or bank account before the next applicable Direct Debit Date.
- (b) Failure to provide a replacement Direct Debit Authority will constitute a breach of these Terms and Conditions, the provisions of clause 3.10(b) will apply, and you will be liable to Revo Fitness for any unpaid fees, or fees it incurs in connection with such breach.
- (c) Subject to clause 6.2(a), you may submit a new or replacement Direct Debit Authority to **change your payment method** by:
  - (i) following the instructions in the Membership Portal; or
  - (ii) an in person request at a Revo Fitness Facility during Staffed Hours, along with proof of your identity; or
  - (iii) via any other means as may be advised by Revo Fitness from time to time.Your change in payment method will apply from the next Direct Debit Date.
- (d) Any change to your payment method in accordance with clause 6.4(c) will constitute Deemed Acceptance of the Updated Terms and/or any Material Amendment of which you have been notified, and you acknowledge that the Updated Terms and/or Material Amendment will apply immediately to your ongoing Membership.

## 6.5. Changes to Membership Fees

- (a) Revo Fitness reserves the right to change Membership Fees at any time, with 30 days' prior written notice.
- (b) You acknowledge and agree that notice provided by email to the address noted on your Membership Form is sufficient notice for the purposes of clause 6.5(a).



- (c) Any changes to your Membership Fees will be effective 30 days from the date Revo Fitness provides notice under clause 6.5(a). After this period, you authorise Revo Fitness and the DD Provider to debit the new Membership Fee amount from your account.
- (d) Any changes to your Membership Fees will constitute a Material Amendment and, if you do not agree to the new Membership Fees, you may cancel your Membership Agreement in accordance with clauses 2.2(d) or 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 these Terms and Conditions 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 you obtained through Revo Fitness' business of supplying a fitness service to you unless authorised in writing by you or as authorised or required under a written law.
- (b) You acknowledge that during the process of entering into a Membership Agreement with us, Revo Fitness 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 your Membership Agreement and as otherwise provided in these Terms and Conditions, 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 the DD Provider in accordance with clause 6.2 (or any other direct debit service provider as applicable) you agree to provide the DD Provider with your personal information which will be handled in accordance with the Privacy Policy of the DD Provider.

### 7.2. Surveillance

- (a) For safety and security reasons Revo Fitness implements video and audio surveillance to monitor Revo Fitness Facilities. Surveillance is limited to the Revo Fitness Facility entry and floor areas only.
- (b) By signing your Membership Agreement, you acknowledge and agree 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) Revo Fitness 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 Revo Fitness will not be liable for the theft or any damage occurring to vehicles or their contents.

## 9. Personal trainers

You acknowledge and agree that:

- (a) your Membership does not include access to personal trainers;
- (b) services of personal trainers can be obtained via separate contracts with personal trainers operating from Revo Fitness Facilities;
- (c) advertised "Revo Fitness personal trainers" operate their own businesses out of Revo Fitness Facilities pursuant to licence agreements, and are not employees of Revo Fitness;



- (d) any fees payable for personal training services will be in addition to your Membership Fees and will be payable directly to the personal trainers;
- (e) Revo Fitness is not liable to you for any injuries sustained while you are under the supervision of a personal trainer; and
- (f) any liability for injuries sustained under the supervision of that personal trainer remains with that personal trainer and not Revo Fitness.

## 10. Release and indemnity

- (a) You acknowledge and agree 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 (without limitation):
  - (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 10(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 Revo Fitness Facilities are safe, there are 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 agree to indemnify, hold harmless, and release Revo Fitness and all of its employees, volunteers, agents and officers 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 Membership, including by your participation or attendance at or near any Revo Fitness Facility, except to the extent that any liability, injury, loss or damage is caused by wilful misconduct or gross negligence of Revo Fitness. 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.
- (f) This clause 10 survives termination of your Membership Agreement.

## 11. Complaints

- (a) If you have any complaints regarding our service or any other issue regarding a Revo Fitness Facility you must:
  - (i) submit your complaint to Revo Fitness by sending your complaint in writing to [support@revofitness.com.au](mailto:support@revofitness.com.au); and
  - (ii) not make any disparaging comments about Revo Fitness without first giving Revo Fitness an opportunity to appropriately respond to your complaint.
- (b) Following receipt of a complaint under clause 11(a), Revo Fitness will:
  - (i) make a record of your complaint and notify you that your complaint has been received and recorded as soon as reasonably practicable after receiving the complaint; and



- (ii) undertake every reasonable effort to resolve your complaint quickly and fairly.
- (c) Revo Fitness has internal processes for actioning complaints and, depending on the nature of your complaint, it may be necessary for your complaint to be forwarded to specific personnel for actioning and response. You acknowledge and agree that this process may take several days.

## **12. Regulations**

If the Regulations apply to your Membership Agreement, 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 you free of charge in electronic form and/or in paper form following written request from you to provide any such document or information.

## **13. Governing Law**

Your Membership Agreement is governed by and construed in accordance with the laws of the Australian State in which your Home Club is located (subject to clause 3.3(c)) and the parties agree to submit to the non-exclusive jurisdiction of its courts.

## **14. Severability**

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

## **15. Entire agreement**

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



## Schedule 1 Membership Types and 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 a Revo Fitness Membership Agreement. All fees are stated as GST inclusive unless stated otherwise.

Membership Type availability will depend on your Home Club, as not all Membership Types are available at all Revo Fitness Facilities or in all States.

Fees are subject to amendment from time to time in accordance with clause 6.5.

MEMBERSHIP TYPES		
Membership Type	Rights and Entitlements	Fees
<b>Level 1</b>	Access to and right to use the gym floor and all standard equipment located in the general gym area, except for premium equipment designated only for Level 2 Members and above.	<p><b>Ongoing Membership</b> \$9.69 weekly <b>Membership Fee</b> charged at:</p> <ul style="list-style-type: none"> <li>\$42.00 per month; or</li> <li>\$19.38 per fortnight (i.e. an equivalent of \$42.00 per month),</li> </ul> <p>or as otherwise specified in the Membership Form (as amended from time to time).</p> <p>The Membership Fee will be debited from your account on a periodic basis on or about each Direct Debit Date for the duration of your Membership until your Termination Date.</p> <p>Note fortnightly payments are only available at selected Revo Fitness Facilities and availability is subject to change.</p> <p><b>5-Week Membership</b> \$60 <b>Membership Fee</b> paid up-front and in full in person at a Revo Fitness Facility.</p>
<b>Level 2</b>	<p>All rights of a Level 1 Member <b>plus:</b></p> <ul style="list-style-type: none"> <li>access to 'The Studio' training rooms (where available);</li> <li>premium equipment on the gym floor designated for Level 2 Members only (if applicable); and</li> <li>exclusive Level 2 Member benefits as advertised by Revo Fitness from time to time (subject to change).</li> </ul>	<p><b>Ongoing Membership</b> \$12.69 weekly <b>Membership Fee</b> charged at:</p> <ul style="list-style-type: none"> <li>\$55.00 per month;</li> <li>\$25.38 per fortnight (i.e. an equivalent of \$55.00 per month);</li> </ul> <p>or as otherwise specified in the Membership Form (as amended from time to time).</p> <p>The Membership Fee will be debited from your account on a periodic basis on or about each Direct Debit Date for the duration of your Membership until your Termination Date.</p> <p>Note fortnightly payments are only available at selected Revo Fitness Facilities and availability is subject to change.</p> <p><b>5-Week Membership</b> \$85 <b>Membership Fee</b> paid up-front and in full in person at a Revo Fitness Facility.</p>
<b>Level 3</b>	<p>All rights of a Level 2 Member <b>plus:</b></p> <ul style="list-style-type: none"> <li>access to classes offered by Revo Fitness (where available); and</li> </ul>	<p><b>Ongoing Membership</b> \$16.69 weekly <b>Membership Fee</b> charged at \$72.32 per month or as otherwise specified in the Membership Form (as amended from time to time).</p>



	<ul style="list-style-type: none"> <li>Exclusive Level 3 Member benefits as advertised by Revo Fitness from time to time (subject to change).</li> </ul>	<p>This Membership Fee will be debited from your account on a periodic basis on or about each Direct Debit Date for the duration of your Membership until your Termination Date.</p> <p><b>5-Week Membership</b></p> <p>\$100 <b>Membership Fee</b> paid up-front and in full in person at a Revo Fitness Facility</p>
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OTHER FEES		
Fee Type	Amount (\$)	When payable
DD Provider Debit and Credit Card Fee on monthly Direct Debits	1.8% plus \$1.00 (plus GST)	This fee is payable to the DD Provider on each payment made by debit and/or credit card in accordance with clause 6 of the Membership Agreement Terms and Conditions, where the Member's Direct Debit Authority and or Membership Agreement provides for monthly periodic payments.
DD Provider Debit and Credit Card Fee on Fortnightly Direct Debits	<p>The greater of:</p> <ul style="list-style-type: none"> <li>\$0.61; or</li> <li>1.5% of the transaction value plus GST</li> </ul>	<p>This fee is payable to the DD Provider on each payment made by debit and/or credit card in accordance with clause 6 of the Membership Agreement Terms and Conditions, where the Member's Direct Debit Authority and/or Membership Agreement provides for fortnightly periodic payments.</p> <p>Note fortnightly payments are only available at selected Revo Fitness Facilities and availability is subject to change.</p>
Cooling-Off Administration Fee (WA Members only)	\$30.00	This fee is payable by WA Members only, if the Membership Agreement is cancelled by the Member during the Cooling-Off Period. This fee reasonably reflects the administration costs incurred by Revo Fitness in administering the Membership Agreement during the Cooling-Off Period and is payable at the absolute discretion of Revo Fitness.
Access Card Fee	\$30.00	This fee is payable if Revo Fitness is requested to provide or replace a Member's Access Card (except in the case of the Member's Access Card being faulty through no fault of the Member). Members may access Revo Fitness Facilities without an Access Card using the Revo Fitness App.
Additional Person Fee	\$150.00	This fee is payable in respect of each additional person granted access to the Revo Fitness Facilities by the Member without Revo Fitness' prior written consent in accordance with clause 5.2(b)(ii).
Dishonour Fee on monthly Direct Debits	\$14.99	This fee is payable on each occasion that any payment due under a Membership Agreement is dishonoured by the Member and/or the Member's financial institution, where the Member's Direct Debit Authority and/or Membership Agreement provides for monthly periodic payments.





Dishonour Fee on fortnightly Direct Debits	\$9.99	<p>This fee is payable on each occasion that any payment due under the Membership Agreement is dishonoured by the Member and/or the Member's financial institution, where the Member's Direct Debit Authority and/or Membership Agreement provides for fortnightly periodic payments.</p> <p>Note fortnightly payments are only available at selected Revo Fitness Facilities.</p>
Unpaid Fee	<p>An amount equivalent to the services supplied by Revo Fitness under a Membership Agreement that the Member has not paid for at the Termination Date (including, but not limited to, amounts for all debts that the Member owes to Revo Fitness, which will continue to accrue until termination).</p>	<p>This fee is payable, at the absolute discretion of Revo Fitness, prior to a Membership Agreement being cancelled for any reason whatsoever.</p>
Extended Freeze Fee	<p>\$5.00 per each 31 day period (or part thereof) during an Extended Freeze Period</p>	<p>This fee is payable for each 31 day period (or part of a 31 day period) that an Extended Freeze Period is in place where the Member has requested and is granted an Extended Freeze Period in accordance with clause 3.8(b). For the avoidance of doubt, there is no pro rata adjustment for any part of the Extended Freeze period that is shorter than 31 days.</p>

## Schedule 2 Cancellation of Membership by Member

### 1. Standard Cancellation

Cancellation of your Membership for reasons other than those described in clauses 2 or 3 of this Schedule 2 is subject to the following conditions:

- (a) Your Membership must be active and not subject to a Standard Freeze or Extended Freeze at the time you cancel and at all times during the notice period.
- (b) You may end your Membership Agreement by giving written notice to Revo Fitness. To facilitate the cancellation, you will be requested to complete a Cancellation Form and:
  - (i) deliver the completed Cancellation Form in person at a Revo Fitness Facility during Staffed Hours, along with proof of your identity;
  - (ii) email the completed Cancellation Form to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form along with proof of your identity; or
  - (iii) provide the completed Cancellation Form by any other method as may be advised by Revo Fitness from time to time.

Revo Fitness will respond to the cancellation request confirming the amount of the last payment under your Membership Agreement and the date that the cancellation takes effect.

Revo Fitness is not responsible for lost Cancellation Forms and you are encouraged to call Revo Fitness if you have emailed your Cancellation Form in order to confirm receipt.

- (c) Your Membership will be cancelled:
  - (i) if you are **not** a SA Member, 30 days after the Cancellation Notice Date; and
  - (ii) if you **are** a SA Member:
    - (A) where you do not have a Direct Debit Date fall within 14 days after the Cancellation Notice Date, at 11:59pm on the day immediately before your next Direct Debit Date; or
    - (B) where you do have a Direct Debit Date fall within 14 days after the Notice Date, at 11:59pm on the day that is 14 days after the Cancellation Notice Date.
- (d) Any Membership Fees payable between the Cancellation Notice Date and the date your Membership Agreement is cancelled in accordance with clause 1(c) of this Schedule 2 are payable in full (in addition to any outstanding Membership Fees and Unpaid Fees that you owe to Revo Fitness).
- (e) You will continue to have the same Access Rights that you had immediately before providing notice of termination under clause 1(b) of this Schedule 2 until the date your Membership ends under clause 1(c) of this Schedule 2.
- (f) Revo Fitness will cease any deductions under your Membership Agreement upon receipt of the last payment due under your Membership Agreement (including the full amount of any outstanding Membership Fees and Unpaid Fees that you owe to Revo Fitness).
- (g) Revo Fitness must treat your notice of termination as a notice of termination of any third party agreement and, on receipt of the last payment due under your Membership Agreement (including the full amount of any outstanding Membership Fees and Unpaid Fees that you owe to Revo Fitness), will immediately instruct any third party (if applicable) to cease deductions under any third party agreement.
- (h) If you cancel your Membership Agreement in accordance with this clause 1 of Schedule 2, Revo Fitness may charge you an Unpaid Fee on all amounts owing by you to Revo Fitness under your Membership Agreement as at the date you cancel your Membership.



- (i) If you have paid in advance under clause 6.3 of these Terms and Conditions or you are a SA Member whose Termination Date is determined in accordance with clause 1(c)(ii)(B) of this Schedule 2, you will be entitled to a refund for the amounts paid in advance in respect of any period after the Termination Date (less any Unpaid Fee in relation to your Membership Agreement, as set out in Schedule 1) where you cancel your Membership Agreement under this clause 1 of Schedule 2.

## **2. Permanent illness or physical incapacity**

- (a) If you suffer a permanent illness or physical incapacity preventing you from using the Revo Fitness Facilities you may request immediate cancellation of your Membership by giving written notice to Revo Fitness with a medical certificate stating that you cannot use the fitness services supplied by Revo Fitness under your Membership Agreement because of your permanent illness or physical incapacity. To facilitate the cancellation, you will be requested to complete a Cancellation Form and:
  - (i) deliver the completed Cancellation Form and medical certificate in person at a Revo Fitness Facility during Staffed Hours, along with proof of your identity;
  - (ii) email the completed Cancellation Form and medical certificate to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form along with proof of your identity; or
  - (iii) provide the completed Cancellation Form and medical certificate by any other method as may be advised by Revo Fitness from time to time.
- (b) You acknowledge and agree that your request for immediate cancellation may be approved or denied by Revo Fitness in its absolute discretion and, if denied, Revo Fitness will treat your written notice as a cancellation pursuant to clause 1 of this Schedule 2.
- (c) Upon receiving your written cancellation and medical certificate, Revo Fitness will consider your request and notify you of the date termination of your Membership Agreement will take effect (which must not be later than the applicable date in clause 1(c) of this Schedule 2).
- (d) Following notification of the Termination Date under clause 2(c) of this Schedule 2, Revo Fitness will:
  - (i) cancel your Direct Debit Authority; and
  - (ii) subject to clause 2(e) of this Schedule 2, refund any payments (if applicable) made before the date the Termination Date was determined on a pro-rata basis in respect of any remaining pre-paid period after the Termination Date (less any Unpaid Fee in relation to your Membership Agreement, as set out in Schedule 1), within 7 days after the day on which termination takes effect.
- (e) Revo Fitness may charge an Unpaid Fee in relation to your Membership Agreement, as set out in Schedule 1 on any unpaid fees as at the Termination Date.

## **3. Cancellation during the cooling-off period – WA Members only**

If you are a WA Member, the following terms apply:

- (a) Your Membership Agreement is subject to the Cooling-Off Period as specified by the Regulations.
- (b) The Cooling-Off Period applies to new Memberships only and excludes renewals, renewals of cancelled memberships or additional Memberships.
- (c) You may cancel your Membership Agreement with immediate effect at any time during Cooling-Off Period by giving written notice to Revo Fitness. To facilitate the cancellation, you will be requested to complete the Cancellation Form and:



- (i) deliver the completed Cancellation Form in person at a Revo Fitness Facility during Staffed Hours, along with proof of your identity; or
  - (ii) email the completed Cancellation Form to [support@revofitness.com.au](mailto:support@revofitness.com.au) from the email address provided on your Membership Form, along with proof of your identity; or
  - (iii) provide the completed Cancellation Form by any other method as may be advised by Revo Fitness from time to time.
- (d) If you cancel your Membership during the Cooling-Off Period, Revo Fitness will refund all monies (if any) paid by you prior to cancellation, less a Cooling-Off Administration Fee and/or an Unpaid Fee in relation to your Membership Agreement, as set out in Schedule 1.



## Schedule 3 Cancellation Form

### CANCELLATION FORM

**You may only cancel your Membership in accordance with clause 3.10(a) of your Membership Agreement.**

Use this form to:

- (a) cancel your Membership by 30 days' written notice;
- (b) request an immediate cancellation of your Membership where you have a medical certificate stating that you cannot use your Revo Fitness Membership because of a permanent illness or physical incapacity; or
- (c) cancel your Membership immediately within the Cooling-Off Period (WA Members only).

If you are cancelling your Membership in the circumstances listed in (a) above, your Membership will remain active and you will be entitled to full use of the Revo Fitness Facilities until your Membership Agreement is cancelled, being:

- (A) if you are **not** a SA Member, 30 days after the Cancellation Notice Date; and
- (B) if you **are** a SA Member:
  - (i) where you do not have a Direct Debit Date fall within 14 days after the Cancellation Notice Date, 11:59pm on the day immediately before your next Direct Debit Date; or
  - (ii) where you do have a Direct Debit Date fall within 14 days after the Notice Date, 11:59pm on the day that is 14 days after the Cancellation Notice Date.

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

To the extent of any inconsistency between the terms of your Membership Agreement and the contents of this form, the terms of your Membership Agreement prevail.

### PERSONAL DETAILS

First name	
Last name	
Mobile No.	
Email	
Home Club	

### REASON FOR CANCELLATION

- |   |   |                                    |
|---|---|------------------------------------|
| <input type="checkbox"/> Moving area                        | <input type="checkbox"/> Motivation   | <input type="checkbox"/> Financial |
| <input type="checkbox"/> Require classes                    | <input type="checkbox"/> Changing gym   | <input type="checkbox"/> Holiday   |
| <input type="checkbox"/> Not satisfied                      | <input type="checkbox"/> Not using facility   |                                    |
| <input type="checkbox"/> 7 day cooling off period (WA only) | <input type="checkbox"/> Permanent illness/physical incapacity with medical certificate |                                    |

### 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 your Membership Agreement [Terms and Conditions \(https://revofitness.com.au/terms/\)](https://revofitness.com.au/terms/) until the date your Membership is deemed cancelled.

### OFFICE USE ONLY

Cancellation Date	
Final Direct Debit Date	
Final Date of Access Rights	
Actioning Manager Name	
Actioning Manager Signature	
Date Signed	



## Schedule 4 Freeze Request Form

### FREEZE REQUEST FORM

You may freeze your Membership in accordance with clause 3.8 of your Membership Agreement by completing this form.

You may:

- (a) freeze your Membership for free, two (2) times in any calendar year for up to 31 days at any one time; or
- (b) freeze your Membership for an extended period of up to six (6) months (**Maximum Period**) once each calendar year, in consideration for payment of the Extended Freeze Fee for each 31 day period (or part thereof).

While your Membership is frozen you will not be able to access the Revo Fitness Facilities. Use of the Revo Fitness Facilities during any freeze period constitutes a breach of your Membership Agreement.

Your Membership Fee for the Direct Debit Period(s) in which you have frozen your Membership will be adjusted on a pro-rata basis. There is no pro rata adjustment for any period of an Extended Freeze less than 31 days.

Following completion of the freeze period you will regain access to the Revo Fitness Facilities and payment of your Membership Fees will resume as normal (subject to any required adjustment).

To the extent of any inconsistency between the terms of your Membership Agreement and the contents of this form, the terms of your Membership Agreement prevail.

### PERSONAL DETAILS

First name	
Last name	
Mobile No.	
Email	
Home Club	

### REQUESTED FREEZE

Freeze type (select one):	<input type="checkbox"/> Standard Freeze	<input type="checkbox"/> Extended Freeze
Start Date		
End Date*		

**\* PLEASE NOTE: The freeze End Date is the last day of the relevant freeze period. Your Membership will be reactivated at 12:00am immediately after the End Date, giving you access to all Revo Fitness Facilities. The End Date must not be a date which falls after the end of the Maximum Period.**

### CONFIRMATION OF FREEZE

By completing and lodging this Freeze Request Form you:

- (a) confirm your intention to freeze your Membership for the period specified above;
- (b) confirm your understanding that during the period of your freeze, you will not be entitled to use Revo Fitness Facilities;
- (c) acknowledge that your Membership Fees for any Standard Freeze Period or Extended Freeze period will be adjusted having regard to the type and duration of freeze and any Membership Fee Direct Debit falling within a Standard Freeze Period will be payable on a pro rata basis;
- (d) confirm that if you have selected an Extended Freeze, you agree to pay the Extended Freeze Fee of \$5.00 per 31 day period (or part thereof) per clause 3.8(b)(ii)(A) of your Membership Agreement; and
- (e) acknowledge that you otherwise remain bound by the prevailing terms and conditions ([www.revofitness.com.au/terms/](http://www.revofitness.com.au/terms/)) of your Membership.

### OFFICE USE ONLY

Freeze End Date	
Next Debit Date	
Actioning Manager	
Manager Signature	
Date signed	





## Schedule 5 Change of Membership Form

### CHANGE OF MEMBERSHIP FORM

#### Acknowledgement:

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

- (a) upon acceptance by Revo Fitness, your **upgrade** of Membership Type and associated entitlements will take effect immediately; or
- (b) following acceptance by Revo Fitness, your **downgrade** of Membership Type and associated entitlements will take effect on your next Direct Debit Date; and
- (c) the change to your Membership Type will constitute Deemed Acceptance to the Updated Terms and/or any Material Amendment of which you have been notified, and you acknowledge that the Updated Terms and Material Amendment will apply immediately to your ongoing membership ([www.revofitness.com.au/terms/](http://www.revofitness.com.au/terms/)).

Please note, you are entitled to change your Membership by completing this form one (1) time per month or such other period if agreed by Revo Fitness.

To the extent of any inconsistency between the terms of your Membership Agreement and the contents of this form, the terms of your Membership Agreement prevail.

### PERSONAL DETAILS

First name	
Last name	
Mobile No.	
Email	
Home Club	

### NEW MEMBERSHIP TYPE REQUESTED

- ☐ Level 1
 ☐ Level 3  
☐ Level 2

### OFFICE USE ONLY

Effective Date	
Actioning Manager	
Manager Signature	
Date Signed	

## Schedule 6 Club Rules

By entering and using any Revo Fitness Facility (each a **Club**), you agree to comply with the following Club Rules.

A breach of the Club Rules constitutes a breach of your Membership Agreement.

### 1. CLUB ACCESS

Access to the Club is only available to Revo Fitness Members with current valid Memberships. You must not allow or provide access to any non-member to enter the Club, except as expressly provided by the terms of your Membership Agreement (as updated from time to time).

### 2. REFUSAL OF ENTRY

You must not, and may be refused entry, asked to leave or have your Membership cancelled if you:

- (a) act or engage in any activity which could cause damage to the gym, the fitness equipment or any item of property at the Club;
- (b) do not follow any reasonable instruction or direction given to you by a Revo Fitness team member concerning use of the equipment or personal conduct;
- (c) act or engage in any activity which causes or threatens harm against any Revo Fitness team member or other Member, including verbal harassment or abuse;
- (d) act or engage in any activity which constitutes sexual harassment or discrimination towards any Revo Fitness team member or other Member;
- (e) are under the influence of, or suspected to be under the influence of, any intoxicating or illicit substance while at the Club;
- (f) consume, or are in possession of, any intoxicating or illicit substance while at the Club; and/or
- (g) otherwise engage in any illegal activity or conduct.

### 3. DRESS CODE

- (a) You must wear appropriate clothing in the Club, as determined in the reasonable opinion of a Revo Fitness team member. Work clothes, boots, school uniforms and casual clothes that are not sportswear are not permitted to be worn while using the equipment or fitness area.
- (b) You must wear fully enclosed training shoes at all times while using the equipment or fitness area.
- (c) You may be asked to leave the Club if you do not wear appropriate clothing or shoes.

### 4. TOWELS

- (a) In order to maintain hygiene and safety standards, you must use towels while using the equipment or fitness area and wipe down equipment after use, using the cleaning stations provided.
- (b) Towels can be purchased from vending machines within the Club.

### 5. NON-SMOKING FACILITY

Smoking and/or vaping is strictly prohibited at all Revo Fitness Facilities. If you are found to be smoking and/or vaping in a Club:

- (a) you will be asked to immediately stop smoking and/or vaping and if you do not comply you will be asked to leave the Club; and
- (b) Revo Fitness may cancel your Membership for breaching this rule.

### 6. USE OF EQUIPMENT

- (a) You must complete an orientation program before undertaking your first exercise session or using any equipment at the Club.
- (b) You must follow the safe operating procedures and instructions on the equipment and/or as reasonably directed by a Revo Fitness team member.
- (c) You must only use the equipment for its intended purpose.
- (d) You must not use the Club to undertake business activities, including personal training of other Members, without Revo Fitness' express prior written agreement.
- (e) If you cause any damage to the gym, the fitness equipment or any item of property, you must notify a Revo Fitness team member immediately and Revo Fitness may charge you for the costs of repairing or replacing the damaged items.

### 7. PIGEONHOLES & LOST PROPERTY

- (a) Pigeonholes are available for storage of personal items. By using the pigeonholes, you acknowledge and agree that:
  - (i) the pigeonholes are not intended to securely store any personal items and are not actively monitored by Revo Fitness team members;
  - (ii) you leave your personal items at your own risk and release Revo Fitness from any liability if your personal items are lost, damaged or stolen;
- (b) Any items of lost clothing or property will be held for two weeks, following which the items may be disposed of or donated to charity at Revo Fitness' sole discretion.

### 8. SAFETY & MAINTENANCE

- (a) You are required to familiarise yourself with the emergency response area prior to commencing your workout and must take active measures to protect your own health and safety, including using the safety equipment as and when reasonably required, such as by using a personal safety lanyard if you are working out alone in the Club.
- (b) If you are aware of any item of equipment that is damaged, faulty or otherwise not operating properly, you must immediately report this to a Revo Fitness team member, or if outside of Staffed Hours, by email to [support@revofitness.com.au](mailto:support@revofitness.com.au).

### 9. PHOTOGRAPHY AND VIDEOGRAPHY

If you take photos or videos of yourself while working out, you must:

- (a) use reasonable efforts to avoid capturing other Members in your content without their permission;
- (b) ensure that your filming does not interfere with other Members' workouts or make them uncomfortable;
- (c) obtain the consent of any other person appearing in your content before sharing it publicly or posting online.

### 10. GENERAL

Capitalised terms in these Club Rules have the same meaning given to them in the Revo Fitness Membership Terms and Conditions (as updated from time to time) as available at <https://revofitness.com.au/terms/>.

