

Welcome to Club Lime Health Clubs, a division of Viva Leisure. On signing your Membership Application Form, these Terms and Conditions and your Membership Application Form will constitute your Membership Agreement with us. You should only sign your Membership Application Form if you have read, understand and agree with these Terms and Conditions.

#### Definitions:

- “you” – Refers to the person named on the Membership Application Form.
- “we”, “us”, and “our” – Refers to Viva Leisure Memberships Pty Ltd (ABN 13 618 752 819) and any other related body corporate or any future nominee.
- “Clubs” mean the fitness centres, health clubs and aquatic facilities owned or operated by us from time to time, including Club Lime, Club Lime Express, Club Pink, Club MMM, Club Blue, Club Swim and Club Team.
- “Direct Debit Authority” means your authorisation for us (or a third party nominated by us) to periodically draw funds from the account or credit card listed in your Membership Application Form to pay all your liabilities under this Agreement.
- “Home Club” is the Club identified as such on your Membership Application Form.
- “Instalments” mean the fortnightly instalments of the Membership Fees which are direct debited from your nominated account or credit card (including any direct debit processing fees).
- “Fixed Term” means the minimum membership term for the relevant Membership Plan which you have specified in the “Membership Details” section of your Membership Application Form.
- “Membership Fees” means the fees advised to you by us for the relevant Membership Plan specified in the “Membership Details” section of your Membership Application Form as varied from time to time by these Terms and Conditions.
- “Membership Plan” means the category of membership specified in the “Membership Details” section of your Membership Application Form, being Platinum, Silver, Express, Titanium, Off-Peak, GymmyPT and any other categories of membership determined by us from time to time. The entitlements and access to facilities of each Membership Plan are detailed at: [www.clublime.com.au](http://www.clublime.com.au).
- “Online Portal” means the members portal at [clublime.com.au/members](http://clublime.com.au/members)
- “Upkeep Fee” means a fee determined from time to time and listed on a Membership Application Form. Upkeep Fees may be charged on a quarterly basis each 1 January, 1 April, 1 July and 1 October, or the next business day, or otherwise charged on the membership commencement date for upfront memberships. Fees are charged on the first full quarter of each membership and for each full or part- quarter thereafter.
- “Staff” means employees, consultants or agents engaged by us who work at the Clubs.

#### Your Membership

1. You are entering into a contract for the Membership Plan specified on your Membership Application Form.
2. If your Membership Plan is for a Fixed Term then by signing and submitting your Membership Application Form to us you agree to pay your Membership Fees either:
  - a. on the Start Date in full; or
  - b. in Instalments by direct debit for the duration of the Fixed Term.

3. At the expiry of the Fixed Term, unless you apply for another type of Membership Plan, your Membership Plan will be automatically transferred to a Periodic Membership (as defined in clause 4) and you will be liable to pay your Membership Fees for the Periodic Membership fortnightly in advance by direct debit. You acknowledge those Membership Fees and associated terms and conditions may be varied in accordance with Clause 39.

4. If your Membership Plan is not for a Fixed Term (e.g. a visitor pass or a fortnightly Membership Plan with no minimum period) (Periodic Membership), including Student Memberships, then by signing and submitting your Membership Application Form to us you agree to pay your Membership Fees either:

- a. on the Start Date in full; or
- b. fortnightly in advance by direct debit.

5. At the expiry of the Periodic Membership, your Membership Plan will be automatically renewed for a further Periodic Membership and you will be liable to pay your Membership Fees for the further term(s) in advance on or prior to the expiry of a current Periodic Membership.

6. If your Membership Plan requires you to meet certain eligibility criteria (e.g. Student Membership) and you become ineligible to hold that Membership Plan, your Membership Plan will be automatically renewed for a similar Membership Plan which you are eligible for, using the existing payment methods provided to us. We will provide 14 days notice prior to this change.

7. If you do not want your Membership Plan to be automatically transferred or renewed then you must provide us with written notification of cancellation pursuant to clauses 9 and 10.

8. Where agreed to as part of your Membership Application Form an Upkeep Fee will apply to each quarter of membership.

#### Cancelling Your Membership

9. Subject to Clause 11, if your Membership Plan is Fixed Term (paid in full) or Periodic Membership, then you may cancel this Membership Agreement at any time however:

- a. You must have given a minimum of 28 days notice (in advance) of your intention to cancel via the Online Portal;
- b. You are not entitled to a refund of any Membership Fees paid; but
- c. No cancellation fees apply.

10. Subject to Clause 11, if your Membership Plan is Fixed Term (paid by Instalments), then you may cancel this Membership Agreement at any time before the expiry of the Fixed Term however:

- a. You must have given a minimum of 28 days notice (in advance) of your intention to cancel via the Online Portal;
- b. all Instalments as at the date of cancellation must be paid in full;
- c. You must pay a cancellation fee of \$199.

#### Cooling Off Period

11. Notwithstanding anything in these terms and conditions, all Memberships of 3 months or more are entitled to a 7 day cooling off period from the date of the submission of your Membership Application Form. An administration charge will apply if cancelling within the 7 day cooling off period. In addition, we may request a payment to recover costs in relation to any fitness services provided to you (including your access

and use of any Club or Club facilities) within this period.

#### Paying for your Membership

12. If you have completed a Direct Debit Authority, then by signing and submitting that form you authorise us (or a third party nominated by us) to debit all Membership Fees from the nominated account or credit card in the Instalments in advance. You agree that it is your responsibility to have sufficient credit in the nominated account/s so that payment is made to us on time and in full.

13. We accept no liability to you for drawing funds under your Direct Debit Authority to meet liabilities under this Membership Agreement, including without limit, any additional charges imposed by your financial institution due to insufficient funds or credit in your nominated account/s.

14. If we attempt to draw funds under your Direct Debit Authority to meet liabilities under this Membership Agreement and the transaction fails, you agree that we can charge you an additional processing fee of \$20 for a failed direct debit transaction.

#### Membership Suspensions

15. You can suspend your membership at any time in accordance with Clause 16 for as many weeks as you require provided that:

- a. you have paid all applicable suspension fees in advance;
- b. all Membership Fees are paid up to date at the time of your notice of suspension; and
- c. the period of suspension is for a minimum period of one (1) week, and expires in one (1) week intervals thereafter.

16. You may suspend your membership by:

- a. giving written notice (in advance) via the Online Portal of your intention to suspend; and
- b. paying a suspension fee of \$10 for the first week of suspension and \$5 per week for every subsequent week of suspension.

17. During any suspension made in accordance with these terms, the Fixed Term is extended for the length of the suspension.

#### Temporary & Permanent Physical Incapacity

18. If you are unable to use our Clubs by reason of temporary physical incapacity, for a period of more than ten (10) consecutive days, you may suspend your membership for up to three months within any 12 month period by written notice to us accompanied by a verifiable medical certificate, and do so without being charged suspension fees under Clause 16. If you wish to suspend your membership for longer than three months within any 12 month period then Clauses 15 to 17 apply.

19. If you are unable to use our Clubs by reason of permanent physical incapacity, you may cancel your membership by written notice to us accompanied by a verifiable medical certificate. If your Membership Plan is Fixed Term (paid in full) you will be entitled to a refund of any prepaid amount less a \$50 administration charge. If your Membership Plan is Fixed Term (payable by instalments) we will put a stop to the Direct Debit Authority as soon as possible after written notice is received, but you will be required to pay a \$50 administration charge and Membership Fees to the date of notification. If the membership is a Periodic Membership, we will put a stop to the Direct Debits

Authority as soon as possible after written notice is received, but allowing us to deduct your Membership Fees to the date of notification.

#### Gaining Entry to a Club and Access Pass

20. Your Membership entitles you to access and use the Clubs and their facilities in accordance with these Terms and the entitlements of your Membership Plan during their ordinary opening times. To gain entry into one of the Clubs:

- a. you must have a valid access pass and present it for admission;
- b. your membership must be current and not suspended/cancelled; and
- c. you must not have any outstanding Membership Fees.

21. If your access pass is lost, stolen or otherwise missing, then you must report that to your Home Club as soon as practical after learning of the fact. We will replace a lost, stolen or otherwise missing access pass for a charge to you of \$40.

#### Access During Certain Times

22. Individual Clubs may vary their opening hours, but you acknowledge that Clubs can be closed due to public holidays, general maintenance or upgrade programs. So far as is practical, these dates and times will be displayed within the Clubs or on our website for your attention. We reserve the rights to vary or change classes and services including for reasons of seasonal conditions, participation rates, staff availability and maintenance requirements of the building operators. There are no refunds or credits issued for such days.

#### Cancellation for Bad Behaviour

23. We reserve the right to suspend or cancel your membership:

- a. if you do not behave in a correct and orderly manner in our opinion, respecting the entitlement of all patrons to use the Clubs and their facilities in peace and without disturbance or disruption by you;
- b. if you do not comply with the reasonable directions of our Staff;
- c. if you misuse our products, services, or facilities or use them for purposes other than the uses for which they were designed or intended;
- d. if you are within the premises of a Club or its surrounds under the influence of drugs or alcohol;
- e. if you are abusive or aggressive to Staff or other patrons or act in a manner that is lewd or provocative;
- f. if you do not adhere to the terms of the Membership Agreement; or
- g. if any declaration you make concerning your age, health or proclivity to injury proves false.

24. If we suspend or cancel your membership, you must pay all your Membership Fees up to the date of the suspension or cancellation and you must pay the applicable suspension or cancellation fees.

#### Lockers & Security for Possessions

25. You agree that the premises of each Club is a physical training facility, within which areas dedicated to physical training (including any pool, sauna, spa or like area) are not areas into which it is appropriate to take bags or anything of value, and that anything of value you bring onto the premises of any Club is at risk and that risk is yours alone.

26. We strongly recommend that you do not take bags or anything of value onto the premises of any Club. We have no responsibility to provide you with a secure place to leave any such items and do not accept responsibility for

items which are lost, misplaced or stolen from within or outside of the lockers or any other area of a Club.

27. Lockers are provided for the convenience of members and guests within some of the Clubs and whilst some lockers have locks and keys, you agree that those lockers are not secure and that we do not represent them as being secure. All bags brought onto Club premises are at your own risk and must be kept in a locker (unless you are at a service area outside the dedicated exercise areas). Under no circumstance can bags be taken onto areas dedicated to exercise.
28. You must not bring onto any Club premises any hazardous items including flammable goods, gas cylinders, acids and poisons, lithium batteries, bleaches, paints and sharp objects (metal cutlery, letter openers, razor blades) or anything that can be used as a weapon.

#### Minimum Age

29. A member must be 13 years or older to join and utilise our services. Any member under the age of 18 must have a parent or guardian provide written approval for their Membership Application. Written approval must be given via the Parent/Guardian Approval Form that will be sent via email following receipt of your Membership Application or by signing a hard copy of the Membership Application. All members under the age of 18 must abide by the Junior Membership conditions of entry (separately provided and which are incorporated herein in full for each such member under the age of 18).

#### Footwear

30. Appropriate footwear (sports and training shoes) must be worn at all times within Club premises. Thongs or sandals are not permitted in any of the Clubs (except for the pool areas and access to pool areas of Club Blue & Club Swim).

#### Fit for Exercise

31. You must not undertake exercise within a Club unless you reasonably believe based on reasonable grounds known to you that you are fit and able to undertake active exercise.
32. You must not undertake exercise that is contrary to advice given to you from a Doctor or from advisory papers supplied with medicines you are taking.
33. You must not undertake exercise whilst ever you are carrying an injury or have reasonable grounds to suspect that you are carrying an injury.
34. If you are suffering from any injury or illness and wish to undertake limited exercise within the Club, you must notify Staff before commencing any exercise of that illness or injury and sign a disclaimer in favour of us in respect of damage you might suffer from exacerbating, complicating or suffering consequential injury flowing from that exercise or flowing from that illness or injury.
35. You agree to use our Clubs, products and services with due care and reasonable skill and on condition that if you have any difficulty using any equipment, that you will cease using that equipment unless and until you have notified Staff and been given guidance on the use of that equipment and you have been given approval by Staff to continue using that equipment.
36. You acknowledge and agree that should you injure yourself, or get hurt while utilising our Clubs, facilities, products and services that you immediately cease exercise and notify Staff, noting that it is a condition of use of the facilities within each Club that you must take full responsibility for your actions, to exercise within your strength and conditioning and that you indemnify us against any

costs, losses or damages we may suffer in relation to your actions or injury whilst using the facilities within each Club.

#### Before Commencing Exercise

37. Before your first attendance at a Club to use its facilities and at any other time reasonably requested by Staff, you will be required to complete a pre-exercise form. In completing that form you represent that:
- The information you provide to us is:
    - Accurate and complete in all material respects;
    - Based on actual grounds known to you; and
  - You have not received advice that would indicate to a reasonable person that there are grounds to suspect any of the information you have given to us is not accurate or complete in all material respects.
38. You agree to follow the safety instructions provided to you in the Club Lime Orientation Manual and by Staff.

#### Changes to Terms and Conditions & Membership Fees

39. We reserve the right to change these Membership Terms and Conditions, Membership Fees and charges from time to time. We will provide you with at least 14 days written notice of the changes before any proposed change takes effect. We will email or post you such notice to the last known address in our records. If you do not wish to accept the proposed changes you may cancel your membership without additional penalty provided that you notify us in writing within 14 days of receiving our notice. Ordinary cancellation fees continue to apply in accordance with Clauses 9 and 10. If you do not cancel your membership then your membership will be varied and continue in accordance with any changes notified to you from the expiry of the period of the notice to you or the effective date notified, whichever is the later.

#### Transfer of Membership by Member

40. All memberships can be transferred to a non-member for a fee of \$50 during the Fixed Term. Transfers are subject to the non-member accepting the Membership Agreement (including these Terms and Conditions). The non-member must agree to continue paying the Membership Fees for the balance of the Fixed Term.

#### Direct Debit Processing Fee

41. If a direct debit processing fee is nominated on your Membership Agreement, then this fee is paid in addition to the Membership Fee for each direct debit processed against your account.

#### Consumer Guarantees

42. The Australian Consumer Law gives you certain guarantees, including that our services will be rendered with due care and skill, and that the services will be reasonably fit for purpose. If we breach those guarantees and you suffer reasonably foreseeable loss or damage, to the extent allowed by the Australian Consumer Law, we limit our liability to any one or more of the following (in our absolute discretion): the replacement of any products supplied; the repair of any products supplied; a refund of the Membership Fees paid; or payment of the cost of you obtaining equivalent services elsewhere.
43. The consumer guarantees may not be applicable in circumstances:
- where you simply change your mind after the 7 day cooling off period;
  - if you cause the problem yourself by misusing our products or services; or
  - if you request a service to be done in a certain way against our advice or you are unclear about what you want,

and no refunds or compensation will be given in these circumstances.

#### Damage & Personal Injury

44. Subject to Clauses 42 and 43 and to the extent permitted by law, we exclude any liability to you or any other person in tort, statute, or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by you and/or any other person, or for any costs, charges or expenses incurred by you, arising from or in connection with this Membership Agreement and/or the services/products provided by us and any act or omission by us.
45. You agree that you will be liable for any injury, loss, or damage suffered by any person resulting from your misuse of our Clubs, facilities, products, services, or premises, and you agree to indemnify us against any costs, losses, damages or claims brought against us by any person in relation to such injury, loss, or damage.

#### Credit/ Debit Reporting Agencies

46. If paying by direct debit, upon default by you in regard to any obligation under this Membership Agreement and any failure to remedy such default after notification, you authorise us to notify any debt collection or credit reporting agency of your default. Should this occur, then we may also suspend or cancel your Membership Agreement. If your Membership Agreement is cancelled, any outstanding Instalments for the whole of the Fixed Term or Periodic Membership will become due and payable, plus an administration fee of \$100, plus 25% of the full outstanding balance (being the fee collected by the debt collection agency).

#### Assignment of Membership Agreement

47. We may assign or novate your Membership Agreement to a third party without your consent. If we assign your Membership Agreement, we will provide you with 28 days written notice. An assignment of your Membership Agreement is not a cause or reason for cancellation of membership, notwithstanding any other clause in these Terms and Conditions.

#### Access by Non Members when Club is unstaffed

48. No member is permitted to bring or allow a non-member into a Club during any period when there are no Staff present or hours when the Club is not formally open. If you breach this clause then you acknowledge and agree that:
- you accept responsibility and liability for any injury, loss or damage attributed to the non-member;
  - the act of bringing a non-member into a Club constitutes an automatic acceptance by you of a casual visit fee for the non-member. The casual visit fee, in addition to the relevant transaction fees, will be charged to you by a deduction from your nominated bank account as part of the next Instalment;
  - we reserve the right to cancel your membership; and
  - the transaction fee for processing a non-member (in addition to the casual entry fee) is \$80 per visit.

#### Privacy

49. You agree that the information which we collect and retain about you can be used in accordance with our Privacy Policy and that those terms are incorporated herein by reference.

#### Terms and Conditions Acknowledgement

50. By becoming a member, you understand that this agreement is legally binding whether your use is limited to one visit (casual) or on a Membership Plan.

You acknowledge that each Club may have its own Rules and Regulations in addition to the Terms and Conditions of membership detailed herein. Such Club Rules and Regulations will be displayed on the Clubs noticeboard at all times and form part of this Membership Agreement.

Revision 7.01 (August 2017)

#### Privacy Policy

Our privacy policy (available at [www.clublime.com.au/privacy](http://www.clublime.com.au/privacy) or from our reception) guarantees our commitment to our Customers and Members and contains information about how you can access and correct your personal information, how you can complain about a breach of your privacy, as well as further information about how we will manage your personal information. Our Privacy Policy forms part of the Membership Agreement and should be read in conjunction with it.

This is a summary only of Our Privacy Policy.

- In receiving your Membership Agreement, We collect the personal information which you have included in that Membership Agreement. We may also collect your personal information when you communicate with us, when you purchase or pay for our products or services, and when you attend our Clubs. This may include "sensitive information" which is your health information, payment details and other personal information relating to your membership, your needs, and your use of the Clubs' facilities.
- We need and may use that personal information to carry out our functions and activities, including to provide products and services to you, to administer your membership, to manage our corporate functions, and to meet our legal and regulatory obligations. Without your personal information, we may not be able to provide the products or services you require.
- We may share your personal information with our related bodies corporate, and we may disclose it to our advisers, insurers, contractors, suppliers and other people and organisations who help us to manage our activities and functions.
- As a Customer, you acknowledge that we must cooperate with the lawful requests of members of the police force or any other person duly authorised to investigate breaches of the law, and that we may disclose any information held by us in relation to your account to such authorities if compelled or required to do so.
- We generally do not disclose personal information overseas.
- We may use your personal information to inform you about products and services which we offer from time to time, and to keep you informed of news and events. You can 'opt out' of receiving such communications at any time by following the procedure detailed in those communications and in our privacy policy.

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Initials: \_\_\_\_\_