



## Membership Agreement – NSW, NT, Qld, Tas, Vic, WA

### IMPORTANT NOTICE

The *Anytime Fitness*<sup>®</sup> chain comprises a network of independently owned and operated fitness **Clubs**, including our **Club**. This is an **Agreement** under which you agree to become a **Member** of our **Club**. It is made up of this **Important Notice**, the **Details** section, the attached **Terms** and any other document attached or referred to, including our **Club Rules**, our privacy policy and the **Special Conditions for 16-17 Year Olds**, if applicable.

When you sign this **Agreement** you are entering into a legally binding contract with us.

This **Agreement** sets out your rights to use the **Facilities and Services** and the responsibilities you have as a **Member**. These responsibilities, including payment of **Membership Fees**, do not depend on how often you use the **Facilities and Services**.

What is set out in this **Agreement** overrides any statements made by you or us before you sign it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this **Agreement**, or if you have any queries regarding this **Agreement**, please ask us before you sign.

Words in **Bold** type and capitalised first letters are defined in clause 1 of the attached **Terms**.

### THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD

### TYPE OF AGREEMENT

You should choose the type of agreement you wish to have by ticking and placing your initials under the relevant box below:

**Ongoing Agreement:** An **Ongoing Agreement** continues after the **Minimum Term** until it is terminated in the way set out in the **Terms**. Your **Fees** may increase after the **Minimum Term** expires.

**Fixed Term Agreement:** A **Fixed Term Agreement** ends when the **Minimum Term** ends. You will need to sign a new agreement if you want to keep using the **Facilities and Services** after this and a new joining fee may apply. If you opt for a **Fixed Term Agreement** we may require that you pre-pay the **Membership Fees** for the whole **Agreement**.

Your initials \_\_\_\_\_

**Direct Debit Information:** If an automatic direct debit arrangement is in place, your **Membership Fees** will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this **Agreement** or stop the automatic debit arrangement in a way not described in this **Agreement**, you may be liable for unpaid **Fees** or damages for breach of contract. You should, however, cancel any direct debit authorisation when your **Agreement** lawfully ends.

### SUMMARY OF SOME KEY TERMS

Some of the key terms of this **Agreement** are summarised below. You should refer to the noted clause for full details.

**Cooling Off:** You can cancel this **Agreement** within 7 days from the **Start Date** by giving us written notice (see **Details** and clause 3).

**Your Safety:** You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5).

**Access and Reciprocity:** When you join our **Club** you can access and use our **Club** and our **Facilities and Services**. After the first 31 days, you will also be able to access and use all other **Clubs** (see clause 2).

**Membership Transfer and Assignment of this Agreement:** As a broad rule, if you use another **Club** more than our **Club**, (using the criteria set out in this **Agreement**) your **Membership** and this **Agreement** will be transferred from our **Club** to the **Club** you visit the most. If this happens, the **Fees**, including your **Membership Fees**, may change (see clause 8).

**Putting Your Membership On Hold:** In any 12 month period you can usually 'freeze' your **Agreement** twice for up to 3 months for both periods combined. If we agree, you may freeze your **Agreement** more than this for travel, medical or hardship reasons but must give us proof. The minimum freeze period is one billing period (or 2 weeks if you have pre-paid your **Membership Fees**). Your **Membership** will be extended by the freeze period. A weekly **Freeze Fee** of up to \$2.50 may apply (see clause 9).

**Cancelling in the Minimum Term for Medical Reasons:** You can cancel your **Membership** in the **Minimum Term** if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor we reasonably agree to and you pay the **Administration Fee** which is the same as your **Membership Fees** for 30 days (see clause 10).

**Cancelling in the Minimum Term for Other Reasons:** You can cancel for your convenience if you pay the **Cancellation Fee** which is the higher of 50% of the balance due for the **Minimum Term** or a sum equal to 30 days **Membership Fees** (see clause 10). You can also cancel on notice of 30 days if you relocate more than 15 km away from any **Club** and give us proof (see clause 10).

**Cancelling an Ongoing Agreement After the Minimum Term:** You may cancel on 30 days written notice (see clause 10).

**Not Enough Money in Account When Fees Are Due:** Your bank or credit provider may charge you a fee for overdrawing your account. Our third-party **Bill**er also charges a **Bill**er's **Administration Fee** (see the **Details** and clause 13).

Your initials \_\_\_\_\_

## DETAILS

<b>Anytime Fitness Club</b> "Us" "Our"	Name	ABN/ACN
	Trading Name	
	Address	State
	E mail	

<b>Member</b> "You" "Your"	Name	ID (eg. Licence)
	Address	
	E Mail	Phone
	Birth date	Gender
	Emergency Contact	Phone

### Minimum Term

**Start Date** If our **Club** is open, the date you sign this **Agreement** (unless we agree to a later date). Otherwise, the date our **Club** opens - provided we have given you prior notice of that date. If we have not given you prior notice, the **Start Date** is the day you are notified that our **Club** has opened.

**Cooling Off End** 7 days after the **Start Date** (ending at 11.59 pm on that day)

<b>Fees</b>	<b>Membership Fee for Minimum Term</b>	\$
	<b>Other</b>	
	Joining Fee	\$
	Fob Key Fee	\$
	Other (if applicable)	\$
	<b>Total Fees Payable for the Minimum Term</b>	<b>\$</b>
	<b>Other Fees</b>	
	Administration Fee	A sum equal to 30 days <b>Membership Fees</b>
	Cancellation Fee	The higher of 50% of the balance due for the <b>Minimum Term</b> or a sum equal to 30 days <b>Membership Fees</b>
	Biller's Administration Fee	\$
	Freeze Fee (per week)	\$ (\$2.50 maximum)
	Guest Fee (per visit)	\$ (\$30 maximum)
	Pro Rata Fee (initial)	\$
	Pro Rata Fee (end <b>Minimum Term</b> )	\$
	Replacement Fob Key Fee	\$
	Tailgate Fee	\$ (\$60 maximum)
	Other – eg exercise consultation	\$

**Payment of Membership Fees** *(Please choose one)*  Upfront pre-payment for **Minimum Term**  Periodic payment by direct debit

**Direct Debit Payment Period** *(Please choose one)*  Each fortnight- in advance *(subject to availability)*  Each month - in advance

**Direct Debit Amount** *(May vary on Membership transfer or after Minimum Term)* \$ Each fortnight *(subject to availability)* \$ Each month

## SIGNING PART

I/we have read through this **Agreement** in full and understand my/our obligations under it.

By signing below, I/we agree to be bound by the provisions of this **Agreement**.

**16 and 17 Year Olds:** You may join some "**Approved Clubs**" as long as you agree to follow the **Special Conditions for 16-17 Year Olds**. You promise you have read and understand these and will act in accordance with them. Your parent or guardian must also co-sign this **Agreement**, your **Pre-Exercise Questionnaire** and the **Special Conditions for 16-17 Year Olds**.

Member Signature ..... Date.....

By co-signing below, the parent or guardian of a 16 or 17 year old agrees to this **Agreement**, including the attachments, agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it and to rectify any breaches by the 16 or 17 year old.

Parent/guardian signature ..... Date .....

Name and ID ..... Relationship .....

### Office Use Only

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> All signing persons have read the <b>Agreement</b> | <input type="checkbox"/> <b>Pre-Exercise Questionnaire</b> completed | <input type="checkbox"/> 16-17 year old requirements completed |
| <input type="checkbox"/> ID shown and <b>Details</b> have been completed    | <input type="checkbox"/> <b>ACL</b> exclusion clause signed for VIC  | <input type="checkbox"/> Orientation completed                 |

# TERMS

## 1. DEFINITIONS

**Administration Fee:** the **Fee** payable under clause 10.3 (b) as set out in the **Details**.

**Agreement:** this **Agreement** as described in the **Important Notice**.

**Anytime Australia:** Anytime Australia Pty Ltd, ACN 131 035 491 which is the Australian *Anytime Fitness* franchisor.

**Anytime Fitness LLC** of Minnesota USA which owns the *Anytime Fitness* system, trademark and other intellectual property.

**Approved Club:** a **Club** that has been approved by **Anytime Australia** to offer memberships to 16 and 17 year olds.

**ACL:** means the Australian Consumer Law in the **CCA**.

**Billers:** Our third party biller, Ausfit Pty Ltd, ACN 055 420 392.

**Billers' Administration Fee:** the **Fee** charged by the **Billers** under clause 13.3(b) as set out in the **Details**.

**Cancellation Fee:** the **Fee** payable under clause 12.6 as set out in the **Details**.

**CCA:** the *Competition and Consumer Act 2010* (Cth).

**Club:** an *Anytime Fitness* club.

**Club Rules:** the rules that are referred to in clause 5.6.

**Details:** the part of this **Agreement** described as the "Details".

**Direct Debit Amount:** what you agree to pay by direct debit each **Direct Debit Payment Period** as set out in the **Details**.

**Direct Debit Payment Agreement:** the periodic billing agreement you enter into with our third party **Billers** for periodic billing services.

**Direct Debit Payment Period:** the frequency of your direct debit payments as set out in the **Details**.

**Essential Term:** a term of this **Agreement** that is so important you would not have signed the **Agreement** without it, for example, a requirement that the **Facilities and Services** are available 24 hours a day 7 days a week (subject to clause 18, clause 20.1 and the **Special Conditions for 16 and 17 Year Olds**). If there is a disagreement as to whether a term is an **Essential Term**, the matter will be reasonably determined by **Anytime Australia**.

**Facilities and Services:** includes **Club** premises and all exercise areas, change rooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use (excluding services referred to in clause 14).

**Fees:** fees that apply under this **Agreement** as set out in the **Details** and referred to in clause 12.

**Fob Key:** the access key that allows you to access **Clubs**.

**Fob Key Fee:** the **Fee** payable under clause 12.4 as set out in the **Details**.

**Guest Fee:** the **Fee** payable under clause 5.5 as set out in the **Details**.

**Important Notice:** the part of this **Agreement** described as this.

**Joining Fee:** the **Fee** payable under clause 12.2 as set out in the **Details**.

**Member:** a **Club** member.

**Membership:** another word used to refer to this **Agreement**.

**Membership Fees:** the **Fees** you pay to access the **Facilities and Services** as referred to under clause 12 and set out in the **Details**.

**Minimum Age:** the minimum age to become a **Member** and use the **Facilities and Services** and referred to in clause 4.

**Minimum Term:** the minimum term as set out in the **Details**.

**Ongoing Agreement:** an agreement that continues on an ongoing basis after the **Minimum Term** until terminated under clause 10.

**Pre-Exercise Questionnaire:** the questionnaire or other screening we may require you to answer before using the **Facilities and Services**.

**Pro Rata Fee:** the **Fee/s** that may be applicable under clause 12.3 and set out in the **Details**.

**Replacement Fob Fee:** the amount payable under clause 5.2(d) as set out in the **Details**.

**Start Date:** when this **Agreement** starts as set out in the **Details**.

**Special Conditions for 16-17 Year Olds:** the special conditions set out in the document headed "Special Conditions for 16-17 Year Olds" and referred to in clause 4.

**Staffed Hours:** the times a **Club** is staffed. These times may not be fixed and will also vary from **Club** to **Club**.

**Tailgate Fee:** the **Fee** you will be charged if you allow another person to access a **Club** without permission.

**Terms:** the part of this **Agreement** described as the "Terms".

## 2. JOINING, ACCESS AND RECIPROCITY

2.1 When you join our **Club**, you will need to give us information noted in the **Details** and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer.

2.2 On joining we will give you a **Fob Key** or access card that will let you access and use our **Club** and the **Facilities and Services**.

2.3 After the first 31 days, you will also be able to access and use all other **Clubs** under the provisions of this **Agreement** provided that you continue to be a **Member** and your **Membership** has not been suspended.

## 3. COOLING OFF

3.1 If you change your mind after joining, you have 7 days to cool off or cancel your **Membership** starting on the **Start Date**. To be effective, you must let us know in writing at any time during this 7 day cooling off period. Your written cancellation can be given to us personally, by post or by e mail.

3.2 If you cancel your **Membership** under clause 3.1, we will charge you the **Fob Key Fee** and fees for any services or products already supplied but the **Joining Fee** and **Membership Fees** will be refunded.

## 4. MINIMUM AGE

4.1 For safety and security reasons you must be at least 18 years old to become a **Member**. However, if you are 16 or 17 years of age, and both you and your parent or guardian agree to the **Special Conditions for 16-17 Year Olds** (which are for your protection), you may join us if we are an **Approved Club**.

4.2 Your **Membership** may be immediately cancelled if you break one of the **Special Conditions for 16-17 Year Olds**.

## 5. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

### 5.1 Your physical condition

- When you sign this **Agreement** and each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the **Facilities and Services** until you have sought appropriate medical guidance and been given the go-ahead.
- You agree to give us all relevant personal, health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our **Pre-Exercise Questionnaire**. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- You promise that information you give us will be true and accurate and not misleading in any way.
- You must not use the **Facilities and Services** if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other **Members** and others.
- We may suspend or cancel your **Membership** if we have reason to suspect that you have not complied with clause 5.1.

### 5.2 Your Fob Key

- You will need your **Fob Key** (or access card) to access **Clubs** and must swipe this each time you use the **Facilities and Services**.
- If you lose or forget your **Fob Key** (or access card) you may access a **Club** during **Staffed Hours** if you show photo ID to **Club** staff but this will be at the discretion of the **Club**. You should not ask or expect another person to let you into a **Club** at any time.
- You must not let anyone else into a **Club** without the approval of **Club** staff or let anyone else use your **Fob Key** (or access card). If you break this term, you may be charged the **Tailgate Fee** and/or your **Membership** may be suspended or cancelled.
- If your **Fob Key** (or access card) is lost or stolen you must let us know immediately and get a replacement in 14 days or you may be refused **Club** access. A **Replacement Fob Key Fee** will apply.

### 5.3 Orientation

You may be required to participate in a **Member** orientation to familiarise you with the **Facilities and Services** before you use them.

### 5.4 Proper use of equipment

You promise to take care to use the **Facilities and Services** safely and properly. If you are ever not sure how to operate any equipment properly, you must ask **Club** staff before you use it.

## 5.5 Guests

You may bring a guest into a **Club** but only if they register with **Club** staff, pay a **Guest Fee** and meet our other reasonable conditions. For example, they will need to be the **Minimum Age**, show photo ID, complete the **Pre-Exercise Questionnaire** and other standard forms.

## 5.6 Club Rules

- (a) **Club Rules** apply to everyone using the **Facilities and Services**. They are usually displayed in the **Club**.
- (b) **Club Rules** form part of this **Agreement** so you must make sure you read, understand and follow them at all times.
- (c) If you break any of the **Club Rules** we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken **Club Rules** we may suspend or cancel your **Membership**. If your breach causes us or another person costs, loss or damages, you agree to pay for these.

## 5.7 Illegal performance enhancing or other illicit substances

You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the **Club**.

## 5.8 Commercial activity

You acknowledge that engaging in any commercial or business activities in the **Club**, such as offering training services or selling goods in the **Club** is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

## 5.9 Action for risky or inappropriate conduct

If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other **Members** without our authorisation, appropriate action will be taken. For example, your **Membership** may be immediately suspended or cancelled (with a **Cancellation Fee** potentially applying), you may be banned from joining any **Club** and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

## 6. SECURITY

### 6.1 24 Hour CCTV

**Club** premises have CCTV security cameras recording 24 hours a day (except in bathrooms) and may have remote video or other guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the **Club** if you have questions on this.

### 6.2 Emergencies

- (a) **Clubs** have an emergency phone, panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.
- (b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- (c) **Clubs** may also have an emergency or crisis response procedure displayed which must be followed in emergencies.

### 6.3 Be cautious

You must be cautious when entering, leaving a **Club** and using the **Club** and you must wear security lanyards when appropriate, for example, if exercising alone or outside **Staffed Hours**.

### 6.4 Following Directions

You agree to follow any reasonable direction of a member of **Club** staff relating to health, safety or security or related matters.

## 7. PRIVACY

### 7.1 Your personal information

From when you apply for **Membership**, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:

- (a) transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia; and
- (b) disclosed to and used by other **Clubs**, including overseas **Clubs**, for the purpose of allowing you access to **Clubs** and providing services to you (for example so that we can confirm your **Membership** if you visit our global facilities).

## 7.2 General consent

By signing this **Agreement**, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy. In particular, you consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information to other **Clubs** inside and outside Australia. You can access our privacy policy at [www.anytimefitness.com.au/privacy](http://www.anytimefitness.com.au/privacy).

### 7.3 Up to date contact information

You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.

### 7.4 Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of **Members** for promotional purposes. Your permission will first be obtained if this is done. By signing this **Agreement**, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by **Anytime Australia** and you assign your rights in any of these materials to **Anytime Fitness LLC**.

### 7.5 Other

- (a) As noted in clause 6.1, surveillance and monitoring are used in **Clubs** (except in bathrooms).
- (b) **Members** and guests are not allowed to take photos and/or videos in **Clubs** unless specific permission is granted by the **Club**.

## 8. TRANSFER

8.1 Your **Membership** may be transferred to another **Club** if:

- (a) over two (2) consecutive 30 day periods you use another **Club** a minimum of 4 times in each period AND use that **Club** more than 50% of the time in each period; OR
- (b) over three (3) consecutive 30 day periods, you use another **Club** at least once in each of these periods; and 100% of your visits are at the other **Club**.

8.2 If your **Membership** is transferred to another **Club**, your **Fees**, including any ongoing **Membership Fees**, may be varied to reflect the **Fees** applicable in the other **Club**.

8.3 If your **Membership** is transferred to another **Club** in another state or country, you may be required to sign a new **Agreement** compliant with the laws of that state or country.

8.4 Your **Membership** may be transferred to another person who is not a current **Member** but only if we agree, your account is up to date, and the person you transfer to:

- (a) is eligible to become a **Member**;
- (b) is able to take up your **Membership** (for example, if you have a corporate **Membership**);
- (c) signs a new agreement to become a **Member** for at least the balance of the **Minimum Term**;
- (d) agrees that that the provisions of clause 2 regarding access and reciprocity will also apply to them; and
- (e) pays **Membership Fees** for at least the balance of the **Minimum Term**, or enters into a **Direct Debit Payment Agreement** if these **Fees** are to be paid periodically by direct debit; and
- (f) pays applicable other **Fees** such as a **Fob Key Fee** and a **Joining Fee**.

8.5 If our transfer policy (in clause 8.1) is changed, we will use our reasonable efforts to give **Members** prior notice of the change.

## 9. PUTTING YOUR MEMBERSHIP ON HOLD

9.1 You may temporarily suspend or freeze your **Membership** for any reason if your account is up to date and, if you have a **Fixed Term Agreement**, it has more than 2 weeks left. In any 12 month period you may freeze your **Membership** 2 times for up to 3 months for both periods combined.

9.2 We may agree to freeze your **Membership** for more than the period noted in clause 9.1 for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction.

9.3 The **Freeze Fee** usually applies during any freeze period.

9.4 While your **Membership** is frozen, the **Minimum Term** will be extended for the same time as the freeze period. Direct debit payments that fall in the freeze period will also be frozen (except the **Freeze Fee**).

## 10. WHEN YOU CAN END THIS AGREEMENT

### 10.1 Notice

- If you need to notify or tell us anything in writing under this clause:
- (a) you can give this to us in person, by e mail or post;

- (b) it would be useful (but not required) if you complete any standard documentation we may have such as a cancellation form and provide your membership number (if you know it);
- (c) if you do not use our standard documentation, your notice must include your name, **Club**, address, phone, email, ID details and signature and explain why you wish to cancel; and
- (d) you must also attach required proof such as a medical certificate.

#### 10.2 Cancelling your Membership on or after end of the Minimum Term

- (a) If this is a **Fixed Term Agreement**, you do not need to do anything, as your **Membership** will end when the **Minimum Term** ends. We may contact you before your **Agreement** ends to discuss renewal. If you chose to renew your **Membership** or sign a new agreement before the **Minimum Term** ends, a **Joining Fee** will not apply.
- (b) If this is an **Ongoing Agreement**, it will continue after the **Minimum Term** unless you tell us in writing at any time (but at least 30 days) before the end of the **Minimum Term** that you wish to cancel your **Membership**. If you tell us before the end of the **Minimum Term** but it is less than 30 days before, your **Membership** will continue for another 30 days before it ends.
- (c) If this is an **Ongoing Agreement** and it has continued beyond the **Minimum Term**, you can cancel any time by giving us at least 30 days prior written notice.

#### 10.3 Cancelling for Medical Reasons

- (a) You can cancel your **Membership** at any time by telling us in writing if you cannot use the **Facilities and Services** because you contract a serious illness or a permanent physical incapacity during the term of your **Membership**. This must be confirmed writing by a doctor or other medical professional we reasonably agree to and you agree that we may contact the doctor or other professional for verification purposes.
- (b) If you cancel under clause 10.3(a), we can charge you the **Administration Fee**. You will also be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied.

#### 10.4 Cancelling for your convenience in the Minimum Term

During the **Minimum Term**, you can cancel your **Membership** at any time by telling us in writing and paying a **Cancellation Fee**.

#### 10.5 Other ways you can cancel this Agreement in the Minimum Term

You can also cancel your **Membership** in the following ways and without paying a **Cancellation Fee**:

##### (a) When prior notice is NOT required

You may cancel without giving us prior notice if:

- (i) we break an **Essential Term** and have not fixed this in a reasonable time of you asking us in writing;
- (ii) you become bankrupt and give us proof (such as supporting documents) to our reasonable satisfaction;
- (iii) we change this **Agreement** in a way that adversely affects you (this does not include a variation of **Fees** in the case of a transfer of **Membership**); or
- (iv) you become entitled to cancel under consumer laws.

##### (b) When prior notice is required

You may cancel by giving us 30 days written notice if you relocate more than 15 km from a **Club** and you give us proof to our reasonable satisfaction.

##### (c) Applicable Fees

If you cancel your **Membership** under clause 10.5(a) or (b), you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied. These **Fees** are not refundable except in very limited circumstances related to clauses 10.5(a) (i) and (iv).

#### 11. WHEN WE CAN END THIS AGREEMENT

- 11.1 In addition to our other rights under this **Agreement**, we may cancel your **Membership** if you breach any obligation under this **Agreement** that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.
- 11.2 If we cancel your **Membership** under clause 11.1, you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees**

for services already supplied. We may also charge a **Cancellation Fee** and recover costs, loss or damages caused by your breach.

- 11.3 You promise you are not bankrupt or insolvent and are able to pay applicable **Fees** at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your **Membership Fees** for an extended period. We may cancel your **Membership** if you become bankrupt or insolvent.
- 11.4 If we cancel your **Membership** under clause 11.3 you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied.

#### 12. FEES

##### 12.1 General

- (a) The **Fees** you have to pay are set out in the **Details**. Some rights and obligations that apply in relation to particular **Fees** are set out in this clause.
- (b) If you do not make any payment when it is due, your **Membership** may be suspended and you could be refused access to **Clubs** and to **Facilities and Services** until all outstanding amounts have been paid.
- (c) Your **Membership** may also be terminated if any **Fees** remain unpaid for an extended period. You will still be liable for all unpaid amounts. A **Cancellation Fee** may also apply.

##### 12.2 Joining Fee

We will charge you the **Joining Fee** to cover the set up costs for your **Membership**. This is not refundable except in very limited circumstances related to clauses 3 and 10.5(a) (i) and (iv).

##### 12.3 Pro-Rata Fee

If you pay by direct debit and your **Start Date** begins after the first day of the relevant **Direct Debit Payment Period**, you will only be charged the applicable portion of the **Periodic Direct Debit Amount**. The same applies if you have a **Fixed Term Agreement** and the **Direct Debit Payment Period** ends after the last day of the **Agreement**.

##### 12.4 Fob Key Fee

This is the **Fee** charged to buy a **Fob Key**. This is not refundable except in very limited circumstances related to clauses 3 and 10.5(a) (i) and (iv). If you need a replacement **Fob Key**, a **Replacement Fob Key Fee** will apply.

##### 12.5 Membership Fees

- (a) If this is a **Fixed Term Agreement** you can pre-pay your **Membership Fees** (i.e. pay them up front) when you sign this **Agreement**, or you can elect to pay by equal periodic instalments provided this option is available in our **Club**.
- (b) If this is an **Ongoing Agreement**, you must pay **Membership Fees** periodically in advance until your **Agreement** ends.

##### 12.6 Cancellation Fee

- (a) A **Cancellation Fee** is payable if you want to cancel your **Membership** for your convenience in the **Minimum Term**. It is an amount equal to 50% of the balance of your **Membership Fees** for remainder of the **Minimum Term** or a sum equal to 30 days **Membership Fees** (whatever is the higher).
- (b) A **Cancellation Fee** may (at our reasonable discretion) also be payable by you if your **Membership** is ended by us under clause 5.9, clause 11.1 or clause 12.1(c).

##### 12.7 If you do not pay a Fee when due

- (a) If you do not pay a **Fee** or other amount you owe when due, we can suspend your **Membership** until all amounts have been paid. This is in addition to our other rights under this **Agreement**, including those under clause 11.1. Other consequences may also apply with respect to late or rejected direct debit payments (see clause 13.3).
- (b) **Fees** and charges continue to accrue during a suspension under clause 12.7(a).

##### 12.8 Fee increases

- (a) During the **Minimum Term**:
  - (i) your **Membership Fees** will not be increased (except in the case of a transfer of your **Membership** (see clause 12.8 (c)));
  - (ii) other **Fees** may, however, be varied.
- (b) After the **Minimum Term**, all **Fees** may be increased.
- (c) If your **Membership** is transferred to another **Club**, your **Membership Fees** (and other **Fees**) may be varied to reflect those

which are applicable at the other **Club** even if your **Membership** is transferred in the **Minimum Term**.

- (d) We will make reasonable efforts to tell you of any **Fee** changes.
- (e) If your **Fees** are varied, you authorise any debits from your nominated account to also be varied.

### 12.9 Refunds and the Credit Code

We can deduct all **Fees** and charges that you must pay under this **Agreement** from any refund we give you.

## 13. DIRECT DEBIT

### 13.1 Direct Debit Payment Agreement

- (a) If you pay any **Fees**, including ongoing **Membership Fees**, by direct debit, then this will be through our **Biller** (not us).
- (b) You will be provided with a copy of **Direct Debit Payment Agreement** of the **Biller** which applies to any direct debit services. The **Direct Debit Payment Agreement**, which we are not a party to, is entirely separate to this **Agreement**.

### 13.2 Authority to deduct Fees

By nominating a credit or debit account, you authorise our **Biller**, to deduct from that account all **Fees** and other charges you are responsible for under this **Agreement**. You must keep your account details up to date.

### 13.3 Late or rejected direct debit payments (Also see clause 12.7)

- (a) You must ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments.
- (b) If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the **Biller's** control), you will be charged the **Biller's Administration Fee**. This will be added to your next debit amount. Prior arrears may also be included.
- (c) You authorise our **Biller** to deduct any unpaid arrears outstanding on your account.
- (d) Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.

## 14. OTHER SERVICES

14.1 There may be other services, including personal training services, offered at **Clubs** by us, contractors, licensees and others which are offered separately and/or in addition to services provided under this **Agreement**. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions.

14.2 We are not responsible for these third party provided services including fees or any associated costs claims or refunds, unless they are provided by us.

## 15. CHANGES TO YOUR AGREEMENT

15.1 We may sometimes make changes to this **Agreement**, including our **Club Rules**. If we do this, we will try to do this fairly and by giving you a chance to cancel your **Membership** if you are adversely affected by the change and do not agree to it.

15.2 We will make reasonable efforts to tell you of any change in advance and tell you when it will take effect. Subject to other **Terms**, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your **Membership** will be amended from the effective date.

15.3 You cannot cancel under this clause in the case of a transfer of your **Membership** or if we have to make the change to comply with a law or a direction of a relevant authority.

## 16. OUR LIABILITY TO YOU

### 16.1 Statutory guarantees

- (a) Under the **ACL** we guarantee that the services we supply:
  - (i) are provided with due care and skill;
  - (ii) are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and/or
  - (iii) are supplied in a reasonable time.
- (b) Under certain legislative provisions, however, we can ask you to accept some limitations to the **ACL** guarantees.
- (c) If you sign this **Agreement**, you agree, to the extent allowed by section 139A of the **CCA**, to exclude or modify our liability to you for death or injury from our failure to comply with **ACL** guarantees.

- (d) This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the **CCA**).

### 16.2 State based notices: Victoria Only

The ACL Exclusion Notice: "Warning Under the ACL and Fair Trading Act 2012" applies if attached to this **Agreement** and signed by you.

### 16.3 Other implied terms

Nothing in this **Agreement** excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this **Agreement**, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 16.1 and 16.2, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

### 16.4 Loss of property

You promise not to unnecessarily bring valuables into a **Club** and agree that it is not the obligation of the **Club** to look after unattended property.

## 17. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any loss or damage to the **Club** or the **Facilities and Services** caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this **Agreement**.

## 18. CLUB CLOSURES

- (a) We may need to close our **Club** for a period of time, for example, due to an emergency, or if required by a court order or by law.
- (b) We may close our **Club** up to 14 days in any 30 day period under clause 18(a) and keep charging **Membership Fees**.
- (c) If we close the **Club** for between 15 and 30 days under clause 18(a) in any 30 day period, clause 18(e) applies.
- (d) We may also close the **Club** for up to 30 consecutive days if it is being refurbished or relocated.
- (e) If we close the **Club** under clause 18(c) or 18(d) we may keep charging **Membership Fees** if you are able and willing to use another **Club**. If you are not able or willing to use another **Club** we will freeze your **Membership** at no cost to you and extend your **Agreement** for a time equal to the closed period.
- (f) We will try, but cannot promise we will be able, to tell you about any **Club** closures in advance.

## 19. COMPLAINTS AND FEEDBACK

- 19.1 If you have any concerns about the **Facilities and Services** or anything else in relation to your **Membership**, you should first raise it with **Club** staff.
- 19.2 If you are uncomfortable about approaching, or do not wish to approach, **Club** staff, or are not happy with the response given, you may send a complaint to the head office of **Anytime Australia** by e mail to [customerservice@anytimefitness.com.au](mailto:customerservice@anytimefitness.com.au).
- 19.3 Complaints will be dealt with in accordance with the *Anytime Fitness* complaints policy.

## 20. GENERAL LEGAL MATTERS

### 20.1 Unexpected events

We are not responsible if **Members** cannot use our **Club** because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this **Agreement** immediately by written notice. No **Fee** will apply.

### 20.2 Severability

If a court decides that any part of this **Agreement** is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this **Agreement**.

### 20.3 Waiver

If we do not enforce our rights under this **Agreement** at any time, it does not mean that we may not do so in future.

### 20.4 Entire Agreement

You agree that we have not made any representations or promises that you have relied that are not in this **Agreement**.

### 20.5 Applicable law

The law of the state/territory set out in the **Details** applies to this **Agreement**.





## Membership Agreement - ACT

### IMPORTANT NOTICE

The *Anytime Fitness*® chain comprises a network of independently owned and operated fitness **Clubs**, including our **Club**. This is an **Agreement** under which you agree to become a **Member** of our **Club**. It is made up of this **Important Notice**, the **Details** section, the attached **Terms** and any other document attached or referred to, including our **Club Rules**, our privacy policy and the **Special Conditions for 16-17 Year Olds**, if applicable.

When you sign this **Agreement** you are entering into a legally binding contract with us.

This **Agreement** sets out your rights to use the **Facilities and Services** and the responsibilities you have as a **Member**. These responsibilities, including payment of **Membership Fees**, do not depend on how often you use the **Facilities and Services**.

What is set out in this **Agreement** overrides any statements made by you or us before you sign it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this **Agreement**, or if you have any queries regarding this **Agreement**, please ask us before you sign.

Words in **Bold** type and capitalised first letters are defined in clause 1 of the attached **Terms**.

### THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD

### TYPE OF AGREEMENT

You should choose the type of agreement you wish to have by ticking and placing your initials under the relevant box below:

**Ongoing Agreement:** An **Ongoing Agreement** or a "Periodic Billing Agreement" continues after the **Minimum Term** until you or we terminate it in the way set out in the **Terms**. Your **Fees** may increase after the **Minimum Term** expires.

Your initials

**Fixed Term Agreement:** A **Fixed Term Agreement** ends when the **Minimum Term** ends. You will need to sign a new agreement if you want to keep using the **Facilities and Services** after this and a new joining fee may apply. If you opt for a **Fixed Term Agreement** we may require that you pre-pay the **Membership Fees** for the whole **Agreement**.

Your initials

**Direct Debit Information:** If an automatic direct debit arrangement is in place, your **Membership Fees** will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this **Agreement** or stop the automatic debit arrangement in a way not described in this **Agreement**, you may be liable for unpaid **Fees** or damages for breach of contract. You should, however, cancel any direct debit authorisation when your **Agreement** lawfully ends.

### SUMMARY OF SOME KEY TERMS

Some of the key terms of this **Agreement** are summarised below. You should refer to the noted clause for full details.

**Cooling Off:** You can cancel this **Agreement** within 7 days from the **Start Date** by giving us written notice (see **Details** and clause 3).

**Your Safety:** You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5).

**Access and Reciprocity:** When you join our **Club** you can access and use our **Club** and our **Facilities and Services**. After the first 31 days, you will also be able to access and use all other **Clubs** (see clause 2).

**Membership Transfer and Assignment of this Agreement:** As a broad rule, if you use another **Club** more than our **Club**, (using the criteria set out in this **Agreement**) your **Membership** and this **Agreement** will be transferred from our **Club** to the **Club** you visit the most. If this happens, the **Fees**, including your **Membership Fees**, may change (see clause 8).

**Putting Your Membership On Hold:** In any 12 month period you can usually 'freeze' your **Agreement** twice for up to 3 months for both periods combined. If we agree, you may freeze your **Agreement** more than this for travel, medical or hardship reasons but must give us proof. The minimum freeze period is one billing period (or 2 weeks if you have pre-paid your **Membership Fees**). Your **Membership** will be extended by the freeze period. A weekly **Freeze Fee** of up to \$2.50 may apply (see clause 9).

**Cancelling in the Minimum Term for Medical Reasons:** You can cancel your **Membership** in the **Minimum Term** if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor we reasonably agree to and you pay the **Administration Fee** which is the same as your **Membership Fees** for 30 days (see clause 10).

**Cancelling in the Minimum Term for Other Reasons:** You can cancel for your convenience if you pay the **Cancellation Fee** which is the higher of 50% of the balance due for the **Minimum Term** or a sum equal to 30 days **Membership Fees** (see clause 10). You can also cancel on notice of 30 days if you relocate more than 15 km away from any **Club** and give us proof (see clause 10).

**Cancelling an Ongoing Agreement After the Minimum Term:** You may cancel on 14 days written notice (see clause 10).

**Not Enough Money in Account When Fees Are Due:** Your bank or credit provider may charge you a fee for overdrawing your account. Our third-party **Biller** also charges a **Biller's Administration Fee** (see the **Details** and clause 13).

Your initials \_\_\_\_\_

## DETAILS

<b>Anytime Fitness Club</b> "Us" "Our"	Name	ABN/ACN
	Trading Name	
	Address	State
	E mail	

<b>Member</b> "You" "Your"	Name	ID (eg. Licence)
	Address	
	E Mail	Phone
	Birth date	Gender
	Emergency Contact	Phone

### Minimum Term

**Start Date** If our **Club** is open, the date you sign this **Agreement** (unless we agree to a later date). Otherwise, the date our **Club** opens - provided we have given you prior notice of that date. If we have not given you prior notice, the **Start Date** is the day you are notified that our **Club** has opened.

**Cooling Off End** 7 days after the **Start Date** (ending at 11.59 pm on that day)

<b>Fees</b>	<b>Membership Fee for Minimum Term</b>	\$
	<b>Other</b>	
	Joining Fee	\$
	Fob Key Fee	\$
	Other (if applicable)	\$
	<b>Total Fees Payable for the Minimum Term</b>	<b>\$</b>
	<b>Other Fees</b>	
	Administration Fee	A sum equal to 30 days <b>Membership Fees</b>
	Cancellation Fee	The higher of 50% of the balance due for the <b>Minimum Term</b> or a sum equal to 30 days <b>Membership Fees</b>
	Billers Administration Fee	\$
	Freeze Fee (per week)	\$ (\$2.50 maximum)
	Guest Fee (per visit)	\$ (\$30 maximum)
	Pro Rata Fee (initial)	\$
	Pro Rata Fee (end Minimum Term)	\$
	Replacement Fob Key Fee	\$
	Tailgate Fee	\$ (\$60 maximum)
	Other (eg exercise consultation)	\$

<b>Payment of Membership Fees</b> <i>(Please choose one)</i>	<input type="checkbox"/> Upfront pre-payment for <b>Minimum Term</b>	<input type="checkbox"/> Periodic payment by direct debit
<b>Direct Debit Payment Period</b> <i>(Please choose one)</i>	<input type="checkbox"/> Each fortnight- in advance <i>(subject to availability)</i>	<input type="checkbox"/> Each month - in advance
<b>Direct Debit Amount</b> <i>(May vary on Membership transfer or after Minimum Term)</i>	\$ Each fortnight <i>(subject to availability)</i>	\$ Each month

## SIGNING PART

- I/we have read through this **Agreement** in full and understand my/our obligations under it.
- By signing below, I/we agree to be bound by the provisions of this **Agreement**.
- 16 and 17 Year Olds:** You may join some "**Approved Clubs**" as long as you agree to follow the **Special Conditions for 16-17 Year Olds**. You promise you have read and understand these and will act in accordance with them. Your parent or guardian must also co-sign this **Agreement**, your **Pre-Exercise Questionnaire** and the **Special Conditions for 16-17 Year Olds**.

Member Signature ..... Date.....

By co-signing below, the parent or guardian of a 16 or 17 year old agrees to this **Agreement**, including the attachments, agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it and to rectify any breaches by the 16 or 17 year old.

Parent/guardian signature ..... Date .....

Name and ID ..... Relationship .....

### Office Use Only

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> All signing persons have read the <b>Agreement</b> | <input type="checkbox"/> <b>Pre-Exercise Questionnaire</b> completed | <input type="checkbox"/> 16-17 year old requirements completed |
| <input type="checkbox"/> ID shown and <b>Details</b> have been completed    | <input type="checkbox"/> <b>Acknowledgement</b> signed for ACT       | <input type="checkbox"/> Orientation completed                 |



# TERMS

## 2. DEFINITIONS

**Administration Fee:** the **Fee** payable under clause 10.3 (b) as set out in the **Details**.

**Agreement:** this **Agreement** as described in the **Important Notice**.

**Anytime Australia:** Anytime Australia Pty Ltd, ACN 131 035 491 which is the Australian *Anytime Fitness* franchisor.

**Anytime Fitness LLC** of Minnesota USA which owns the *Anytime Fitness* system, trademark and other intellectual property.

**Approved Club:** a **Club** that has been approved by **Anytime Australia** to offer memberships to 16 and 17 year olds.

**ACL:** means the Australian Consumer Law in the **CCA**.

**Billers:** Our third party biller, Ausfit Pty Ltd, ACN 055 420 392.

**Billers' Administration Fee:** the **Fee** charged by the **Billers** under clause 13.3(b) as set out in the **Details**.

**Cancellation Fee:** the **Fee** payable under clause 12.6 as set out in the **Details**.

**CCA:** the *Competition and Consumer Act 2010* (Cth).

**Club:** an *Anytime Fitness* club.

**Club Rules:** the rules that are referred to in clause 5.6.

**Details:** the part of this **Agreement** described as the "Details".

**Direct Debit Amount:** what you agree to pay by direct debit each **Direct Debit Payment Period** as set out in the **Details**.

**Direct Debit Payment Agreement:** the periodic billing agreement you enter into with our third party **Billers** for periodic billing services.

**Direct Debit Payment Period:** the frequency of your direct debit payments as set out in the **Details**.

**Essential Term:** a term of this **Agreement** that is so important you would not have signed the **Agreement** without it, for example, a requirement that the **Facilities and Services** are available 24 hours a day 7 days a week (subject to clause 18, clause 20.1 and the **Special Conditions for 16 and 17 Year Olds**). If there is a disagreement as to whether a term is an **Essential Term**, the matter will be reasonably determined by **Anytime Australia**.

**Facilities and Services:** includes **Club** premises and all exercise areas, change rooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use (excluding services referred to in clause 14).

**Fees:** fees that apply under this **Agreement** as set out in the **Details** and referred to in clause 12.

**Fixed Term Agreement:** an agreement which automatically ends at the end of the **Minimum Term**.

**Fob Key:** the access key that allows you to access **Clubs**.

**Fob Key Fee:** the **Fee** payable under clause 12.4 as set out in the **Details**.

**Guest Fee:** the **Fee** payable under clause 5.5 as set out in the **Details**.

**Important Notice:** the part of this **Agreement** described as this.

**Joining Fee:** the **Fee** payable under clause 12.2 as set out in the **Details**.

**Member:** a **Club** member.

**Membership:** another word used to refer to this **Agreement**.

**Membership Fees:** the **Fees** you pay to access the **Facilities and Services** as referred to under clause 12 and set out in the **Details**.

**Minimum Age:** the minimum age to become a **Member** and use the **Facilities and Services** and referred to in clause 4.

**Minimum Term:** the minimum term as set out in the **Details**.

**Ongoing Agreement:** an agreement that continues on an ongoing basis after the **Minimum Term** until terminated under clause 10.

**Pre-Exercise Questionnaire:** the questionnaire or other screening we may require you to answer before using the **Facilities and Services**.

**Pro Rata Fee:** the **Fee/s** that may be applicable under clause 12.3 and set out in the **Details**.

**Replacement Fob Fee:** the amount payable under clause 5.2(d) as set out in the **Details**.

**Start Date:** when this **Agreement** starts as set out in the **Details**.

**Special Conditions for 16-17 Year Olds:** the special conditions set out in the document headed "Special Conditions for 16-17 Year Olds" and referred to in clause 4.

**Staffed Hours:** the times a **Club** is staffed. These times may not be fixed and will also vary from **Club** to **Club**.

**Tailgate Fee:** the **Fee** you will be charged if you allow another person to access a **Club** without permission.

**Terms:** the part of this **Agreement** described as the "Terms".

## 2. JOINING, ACCESS AND RECIPROCITY

2.1 When you join our **Club**, you will need to give us information noted in the **Details** and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer.

2.2 On joining we will give you a **Fob Key** or access card that will let you access and use our **Club** and the **Facilities and Services**.

2.3 After the first 31 days, you will also be able to access and use all other **Clubs** under the provisions of this **Agreement** provided that you continue to be a **Member** and your **Membership** has not been suspended.

## 3. COOLING OFF

3.1 If you change your mind after joining, you have 7 days to cool off or cancel your **Membership** starting on the **Start Date**. To be effective, you must let us know in writing at any time during this 7 day cooling off period. Your written cancellation can be given to us personally, by post or by e mail.

3.2 If you cancel your **Membership** under clause 3.1, we will charge you the **Fob Key Fee** and fees for any services or products already supplied but the **Joining Fee** and **Membership Fees** will be refunded.

## 4. MINIMUM AGE

4.1 For safety and security reasons you must be at least 18 years old to become a **Member**. However, if you are 16 or 17 years of age, and both you and your parent or guardian agree to the **Special Conditions for 16-17 Year Olds** (which are for your protection), you may join us if we are an **Approved Club**.

4.2 Your **Membership** may be immediately cancelled if you break one of the **Special Conditions for 16-17 Year Olds**.

## 5. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

### 5.1 Your physical condition

(a) When you sign this **Agreement** and each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the **Facilities and Services** until you have sought appropriate medical guidance and been given the go-ahead.

(b) You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our **Pre-Exercise Questionnaire**. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.

(c) You promise that information you give us will be true and accurate and not misleading in any way.

(d) You must not use the **Facilities and Services** if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other **Members** and others.

(e) We may suspend or cancel your **Membership** if we have reason to suspect that you have not complied with clause 5.1.

### 5.2 Your Fob Key

(a) You will need your **Fob Key** (or access card) to access **Clubs** and must swipe this each time you use the **Facilities and Services**.

(b) If you lose or forget your **Fob Key** (or access card) you may access a **Club** during **Staffed Hours** if you show photo ID to **Club** staff but this will be at the discretion of the **Club**. You should not ask or expect another person to let you into a **Club** at any time.

(c) You must not let anyone else into a **Club** without the approval of **Club** staff or let anyone else use your **Fob Key** (or access card). If you break this term, you may be charged the **Tailgate Fee** and/or your **Membership** may be suspended or cancelled.

(d) If your **Fob Key** (or access card) is lost or stolen you must let us know immediately and get a replacement in 14 days or you may be refused **Club** access. A **Replacement Fob Key Fee** will apply.

### 5.3 Orientation

You may be required to participate in a **Member** orientation to familiarise you with the **Facilities and Services** before you use them.

### 5.4 Proper use of equipment

You promise to take care to use the **Facilities and Services** safely and properly. If you are ever not sure how to operate any equipment properly, you must ask **Club** staff before you use it.

## 5.5 Guests

You may bring a guest into a **Club** but only if they register with **Club** staff, pay a **Guest Fee** and meet our other reasonable conditions. For example, they will need to be the **Minimum Age**, show photo ID, complete the **Pre-Exercise Questionnaire** and other standard forms.

## 5.6 Club Rules

- (a) **Club Rules** apply to everyone using the **Facilities and Services**. They are usually displayed in the **Club**.
- (b) **Club Rules** form part of this **Agreement** so you must make sure you read, understand and follow them at all times.
- (c) If you break any of the **Club Rules** we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken **Club Rules** we may suspend or cancel your **Membership**. If your breach causes us or another person costs, loss or damages, you agree to pay for these.

## 5.7 Illegal performance enhancing or other illicit substances

You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the **Club**.

## 5.8 Commercial activity

You acknowledge that engaging in any commercial or business activities in the **Club**, such as offering training services or selling goods in the **Club** is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

## 5.9 Action for risky or inappropriate conduct

If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other **Members** without our authorisation, appropriate action will be taken. For example, your **Membership** may be immediately suspended or cancelled (with a **Cancellation Fee** potentially applying), you may be banned from joining any **Club** and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

## 6. SECURITY

### 6.1 24 Hour CCTV

**Club** premises have CCTV security cameras recording 24 hours a day (except in bathrooms) and may have remote video or other guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the **Club** if you have questions on this.

### 6.2 Emergencies

- (a) **Clubs** have an emergency phone, panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.
- (b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- (c) **Clubs** may also have an emergency or crisis response procedure displayed which must be followed in emergencies.

### 6.3 Be cautious

You must be cautious when entering, leaving a **Club** and using the **Club** and you must wear security lanyards when appropriate, for example, if exercising alone or outside **Staffed Hours**.

### 6.4 Following Directions

You agree to follow any reasonable direction of a member of **Club** staff relating to health, safety or security or related matters.

## 7. PRIVACY

### 7.1 Your personal information

From when you apply for **Membership**, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:

- (c) transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia; and
- (d) disclosed to and used by other **Clubs**, including overseas **Clubs**, for the purpose of allowing you access to **Clubs** and providing services to you (for example so that we can confirm your **Membership** if you visit our global facilities).

## 7.2 General consent

By signing this **Agreement**, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy. In particular, you consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information to other **Clubs** inside and outside Australia. You can access our privacy policy at [www.anytimefitness.com.au/privacy](http://www.anytimefitness.com.au/privacy).

### 7.3 Up to date contact information

You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.

### 7.4 Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of **Members** for promotional purposes. Your permission will first be obtained if this is done. By signing this **Agreement**, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by **Anytime Australia** and you assign your rights in any of these materials to **Anytime Fitness LLC**.

### 7.5 Other

- (a) As noted in clause 6.1, surveillance and monitoring are used in **Clubs** (except in bathrooms).
- (b) **Members** and guests are not allowed to take photos and/or videos in **Clubs** unless specific permission is granted by the **Club**.

## 8. TRANSFER

8.1 Your **Membership** may be transferred to another **Club** if:

- (a) over two (2) consecutive 30 day periods you use another **Club** a minimum of 4 times in each period AND use that **Club** more than 50% of the time in each period; OR
- (b) over three (3) consecutive 30 day periods, you use another **Club** at least once in each of these periods; and 100% of your visits are at the other **Club**.

8.2 If your **Membership** is transferred to another **Club**, your **Fees**, including any ongoing **Membership Fees**, may be varied to reflect the **Fees** applicable in the other **Club**.

8.3 If your **Membership** is transferred to another **Club** in another state or country, you may be required to sign a new **Agreement** compliant with the laws of that state or country.

8.4 Your **Membership** may be transferred to another person who is not a current **Member** but only if we agree, your account is up to date, and the person you transfer to:

- (g) is eligible to become a **Member**;
- (h) is able to take up your **Membership** (for example, if you have a corporate **Membership**);
- (i) signs a new agreement to become a **Member** for at least the balance of the **Minimum Term**;
- (j) agrees that the provisions of clause 2 regarding access and reciprocity will also apply to them; and
- (k) pays **Membership Fees** for at least the balance of the **Minimum Term**, or enters into a **Direct Debit Payment Agreement** if these **Fees** are to be paid periodically by direct debit; and
- (l) pays applicable other **Fees** such as a **Fob Key Fee** and a **Joining Fee**.

8.5 If our transfer policy (in clause 8.1) is changed, we will use our reasonable efforts to give **Members** prior notice of the change.

## 9. PUTTING YOUR MEMBERSHIP ON HOLD

9.1 You may temporarily suspend or freeze your **Membership** for any reason if your account is up to date and, if you have a **Fixed Term Agreement**, it has more than 2 weeks left. In any 12 month period you may freeze your **Membership** 2 times for up to 3 months for both periods combined.

9.2 We may agree to freeze your **Membership** for more than the period noted in clause 9.1 for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction.

9.3 The **Freeze Fee** usually applies during any freeze period.

9.4 While your **Membership** is frozen, the **Minimum Term** will be extended for the same time as the freeze period. Direct debit payments that fall in the freeze period will also be frozen (except the **Freeze Fee**).

## 10. WHEN YOU CAN END THIS AGREEMENT

### 10.1 Notice

If you need to notify or tell us anything in writing under this clause:

- (b) you can give this to us in person, by e mail or post;

- (c) it would be useful (but not required) if you complete any standard documentation we may have such as a cancellation form and provide your membership number (if you know it);
- (d) if you do not use our standard documentation, your notice must include your name, **Club**, address, phone, email, ID details and signature and explain why you wish to cancel; and
- (e) you must also attach required proof such as a medical certificate.

#### 10.2 Cancelling your Membership on or after end of the Minimum Term

- (a) If this is a **Fixed Term Agreement**, you do not need to do anything, as your **Membership** will end when the **Minimum Term** ends. We may contact you before your **Agreement** ends to discuss renewal. If you chose to renew your **Membership** or sign a new agreement before the **Minimum Term** ends, a **Joining Fee** will not apply.
- (b) If this is an **Ongoing Agreement**, it will continue after the **Minimum Term** unless you tell us in writing at any time (but at least 14 days) before the end of the **Minimum Term** that you wish to cancel your **Membership**. If you tell us before the end of the **Minimum Term** but it is less than 14 days before, your **Membership** will continue for another 14 days before it ends.
- (c) If this is an **Ongoing Agreement** and it has continued beyond the **Minimum Term**, you can cancel any time by giving us at least 14 days prior written notice.

#### 10.3 Cancelling for Medical Reasons

- (c) You can cancel your **Membership** at any time by telling us in writing if you cannot use the **Facilities and Services** because you contract a serious illness or a permanent physical incapacity during the term of your **Membership**. This must be confirmed writing by a doctor or other medical professional we reasonably agree to and you agree that we may contact the doctor or other professional for verification purposes.
- (d) If you cancel under clause 10.3(a), we can charge you the **Administration Fee**. You will also be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied.

#### 10.4 Cancelling for your convenience in the Minimum Term

During the **Minimum Term**, you can cancel your **Membership** at any time by telling us in writing and paying a **Cancellation Fee**.

#### 10.5 Other ways you can cancel this Agreement in the Minimum Term

You can also cancel your **Membership** in the following ways and without paying a **Cancellation Fee**:

##### (d) When prior notice is NOT required

You may cancel without giving us prior notice if:

- (v) we break an **Essential Term** and have not fixed this in a reasonable time of you asking us in writing;
- (vi) you become bankrupt and give us proof (such as supporting documents) to our reasonable satisfaction;
- (vii) we change this **Agreement** in a way that adversely affects you (this does not include a variation of **Fees** in the case of a transfer of **Membership**); or
- (viii) you become entitled to cancel under consumer laws.

##### (e) When prior notice is required

You may cancel by giving us 30 days written notice if you relocate more than 15 km from a **Club** and you give us proof to our reasonable satisfaction.

##### (f) Applicable Fees

If you cancel your **Membership** under clause 10.5(a) or (b), you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied. These **Fees** are not refundable except in very limited circumstances related to clauses 10.5(a) (i) and (iv).

#### 11. WHEN WE CAN END THIS AGREEMENT

- 11.1 In addition to our other rights under this **Agreement**, we may cancel your **Membership** if you breach any obligation under this **Agreement** that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.
- 11.2 If we cancel your **Membership** under clause 11.1, you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees**

for services already supplied. We may also charge a **Cancellation Fee** and recover costs, loss or damages caused by your breach.

- 11.3 You promise you are not bankrupt or insolvent and are able to pay applicable **Fees** at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your **Membership Fees** for an extended period. We may cancel your **Membership** if you become bankrupt or insolvent.
- 11.4 If we cancel your **Membership** under clause 11.3 you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Fob Key Fee** and **Fees** for services already supplied.

#### 12. FEES

##### 12.1 General

- (d) The **Fees** you have to pay are set out in the **Details**. Some rights and obligations that apply in relation to particular **Fees** are set out in this clause.
- (e) If you do not make any payment when it is due, your **Membership** may be suspended and you could be refused access to **Clubs** and to **Facilities and Services** until all outstanding amounts have been paid.
- (f) Your **Membership** may also be terminated if any **Fees** remain unpaid for an extended period. You will still be liable for all unpaid amounts. A **Cancellation Fee** may also apply.

##### 12.2 Joining Fee

We will charge you the **Joining Fee** to cover the set up costs for your **Membership**. This is not refundable except in very limited circumstances related to clauses 3 and 10.5(a) (i) and (iv).

##### 12.3 Pro-Rata Fee

If you pay by direct debit and your **Start Date** begins after the first day of the relevant **Direct Debit Payment Period**, you will only be charged the applicable portion of the **Periodic Direct Debit Amount**. The same applies if you have a **Fixed Term Agreement** and the **Direct Debit Payment Period** ends after the last day of the **Agreement**.

##### 12.4 Fob Key Fee

This is the **Fee** charged to buy a **Fob Key**. This is not refundable except in very limited circumstances related to clauses 3 and 10.5(a) (i) and (iv). If you need a replacement **Fob Key**, a **Replacement Fob Key Fee** will apply.

##### 12.5 Membership Fees

- (c) If this is a **Fixed Term Agreement** you can pre-pay your **Membership Fees** (i.e. pay them up front) when you sign this **Agreement**, or you can elect to pay by equal periodic instalments provided this option is available in our **Club**.
- (d) If this is an **Ongoing Agreement**, you must pay **Membership Fees** periodically in advance until your **Agreement** ends.

##### 12.6 Cancellation Fee

- (a) A **Cancellation Fee** is payable if you want to cancel your **Membership** for your convenience in the **Minimum Term**. It is an amount equal to 50% of the balance of your **Membership Fees** for remainder of the **Minimum Term** or a sum equal to 30 days **Membership Fees** (whatever is the higher).
- (b) A **Cancellation Fee** may (at our reasonable discretion) also be payable by you if your **Membership** is ended by us under clause 5.9, clause 11.1 or clause 12.1(c).

##### 12.7 If you do not pay a Fee when due

- (c) If you do not pay a **Fee** or other amount you owe when due, we can suspend your **Membership** until all amounts have been paid. This is in addition to our other rights under this **Agreement**, including those under clause 11.1. Other consequences may also apply with respect to late or rejected direct debit payments (see clause 13.3).
- (d) **Fees** and charges continue to accrue during a suspension under clause 12.7(a).

##### 12.8 Fee increases

- (c) During the **Minimum Term**:
  - (iv) your **Membership Fees** will not be increased (except in the case of a transfer of your **Membership** (see clause 12.8 (c)));
  - (v) other **Fees** may, however, be varied.
- (d) After the **Minimum Term**, all **Fees** may be increased.
- (c) If your **Membership** is transferred to another **Club**, your **Membership Fees** (and other **Fees**) may be varied to reflect those

- (d) applicable at the other **Club** even if your **Membership** is transferred in the in the **Minimum Term**.
- (e) We will make reasonable efforts to tell you of any **Fee** changes.
- (f) If your **Fees** are varied, you authorise any debits from your nominated account to also be varied.

you for death or injury from our failure to comply with **ACL** guarantees.

- (e) This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the **CCA**).

## 12.9 Refunds and the Credit Code

We can deduct all **Fees** and charges that you must pay under this **Agreement** from any refund we give you.

## 13. DIRECT DEBIT

### 13.1 Direct Debit Payment Agreement

- (c) If you pay any **Fees**, including ongoing **Membership Fees**, by direct debit, then this will be through our **Biller** (not us).
- (d) You will be provided with a copy of **Direct Debit Payment Agreement** of the **Biller** which applies to any direct debit services. The **Direct Debit Payment Agreement**, which we are not a party to, is entirely separate to this **Agreement**.

### 13.2 Authority to deduct Fees

By nominating a credit or debit account, you authorise our **Biller**, to deduct from that account all **Fees** and other charges you are responsible for under this **Agreement**. You must keep your account details up to date.

### 13.3 Late or rejected direct debit payments (Also see clause 12.7)

- (e) You must ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments.
- (f) If there is not enough money in your nominated account on the usual payment day, you will be charged the **Biller's Administration Fee**. This will be added to your next debit amount. Prior arrears may also be included.
- (g) You authorise our **Biller** to deduct up to 90 days unpaid arrears payments in one billing run.
- (h) Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.

## 14. OTHER SERVICES

- 14.1 There may be other services, including personal training services, offered at **Clubs** by us, contractors, licensees and others which are offered separately and/or in addition to services provided under this **Agreement**. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions.
- 14.2 We are not responsible for these third party provided services including fees or any associated costs claims or refunds, unless they are provided by us.

## 15. CHANGES TO YOUR AGREEMENT

- 15.1 We may sometimes make changes to this **Agreement**, including our **Club Rules**. If we do this, we will try to do this fairly and by giving you a chance to cancel your **Membership** if you are adversely affected by the change and do not agree to it.
- 15.2 We will make reasonable efforts to tell you of any change in advance and tell you when it will take effect. Subject to other **Terms**, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your **Membership** will be amended from the effective date.
- 15.3 You cannot cancel under this clause if in the case of a transfer of your **Membership** or if we have to make the change to comply with a law or a direction of a relevant authority.

## 16. OUR LIABILITY TO YOU

### 16.1 Statutory guarantees

- (a) Under the **ACL** we guarantee that the services we supply:
  - (i) are provided with due care and skill;
  - (ii) are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and/or
  - (vi) are supplied in a reasonable time.
- (d) Under certain legislative provisions, however, we can ask you to accept some limitations to the **ACL** guarantees.
- (e) If you sign this **Agreement**, you agree, to the extent allowed by section 139A of the **CCA**, to exclude or modify our liability to

### 16.2 Other implied terms

Nothing in this **Agreement** excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this **Agreement**, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 16.1 and 16.2, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

### 16.3 Loss of property

You promise not to unnecessarily bring valuables into a **Club** and agree that it is not the obligation of the **Club** to look after unattended property.

## 17. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any loss or damage to the **Club** or the **Facilities and Services** caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this **Agreement**.

## 18. CLUB CLOSURES

- (g) We may need to close our **Club** for a period of time, for example, due to an emergency, or if required by a court order or by law.
- (h) We may close our **Club** up to 14 days in any 30 day period under clause 18(a) and keep charging **Membership Fees**.
- (i) If we close the **Club** for between 15 and 30 days under clause 18(a) in any 30 day period, clause 18(e) applies.
- (j) We may also close the **Club** for up to 30 consecutive days if it is being refurbished or relocated.
- (k) If we close the **Club** under clause 18(c) or 18(d) we may keep charging **Membership Fees** if you are able and willing to use another **Club**. If you are not able or willing to use another **Club** we will freeze your **Membership** at no cost to you and extend your **Agreement** for a time equal to the closed period.
- (l) We will try, but cannot promise we will be able, to tell you about any **Club** closures in advance.

## 19. COMPLAINTS AND FEEDBACK

- 19.1 If you have any concerns about the **Facilities and Services** or anything else in relation to your **Membership**, you should first raise it with **Club** staff.
- 19.2 If you are uncomfortable about approaching, or do not wish to approach, **Club** staff, or are not happy with the response given, you may send a complaint to the head office of **Anytime Australia** by e mail to [customerservice@anytimefitness.com.au](mailto:customerservice@anytimefitness.com.au).
- 19.3 Complaints will be dealt with in accordance with the *Anytime Fitness* complaints policy.

## 20. GENERAL LEGAL MATTERS

### 20.1 Unexpected events

We are not responsible if **Members** cannot use our **Club** because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this **Agreement** immediately by written notice. No **Fee** will apply.

### 20.2 Severability

If a court decides that any part of this **Agreement** is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this **Agreement**.

### 20.3 Waiver

If we do not enforce our rights under this **Agreement** at any time, it does not mean that we may not do so in future.

### 20.4 Entire Agreement

You agree that we have not made any representations or promises that you have relied that are not in this **Agreement**.

### 20.5 Applicable law

The law of the state/territory set out in the **Details** applies to this **Agreement**.

**ACKNOWLEDGEMENT  
(Australian Capital Territory Only)**

**ACKNOWLEDGEMENT UNDER THE ACT FAIR TRADING (FITNESS INDUSTRY) CODE OF  
PRACTICE 2009 FOR A PERIODIC BILLING AGREEMENT\***

**I acknowledge that unless I provide written notice of termination of my Membership prior to the end of the fixed term of my Periodic Billing Agreement\*\*. I will still be liable for my Membership Fees until 14 days after I have provided written notice of termination to the Fitness Centre\*\*\*. I understand that the Fitness Centre must respond to its receipt of a written notice within 7 days**

Signature: ..... Date: .....

- \* known in this **Agreement** as an **Ongoing Agreement**
- \*\* known in this **Agreement** as the **Minimum Term**
- \*\*\* known in this **Agreement** as the **Club**.



## Membership Agreement - South Australia

### IMPORTANT NOTICE

The *Anytime Fitness*® chain comprises a network of independently owned and operated fitness Clubs, including our Club.

This is an Agreement under which you agree to become a Member of our Club (or to renew your Membership). It is made up of this Important Notice, the Details section, the attached Terms and any other document attached or referred to, including our Club Rules, our privacy policy and the Special Conditions for 16-17 Year Olds, if applicable.

When you sign this Agreement you are entering into a legally binding contract with us.

This Agreement sets out your rights to use the Facilities and Services and the responsibilities you have as a Member. These responsibilities, including payment of Membership Fees, do not depend on how often you use the Facilities and Services.

What is set out in this Agreement overrides any statements made by you or us before you sign it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this Agreement, or if you have any queries regarding this Agreement, please ask us before you sign.

Words in Bold type and capitalised first letters are defined in clause 1 of the attached Terms.

### THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD

### TYPE OF AGREEMENT

You must choose the type of agreement you wish to have by ticking and initialing the relevant box below:

- Fixed Term Agreement:** A Fixed Term Agreement automatically ends when the Fixed Term ends. You will need to sign a new agreement if you want to keep using the Facilities and Services after the Fixed Term ends. If you opt for a Fixed Term Agreement we may require that you pre-pay the Membership Fees for the whole Agreement

\_\_\_\_\_ Your initials

**Direct Debit Information:** If an automatic direct debit arrangement is in place, your Membership Fees will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this Agreement or stop the automatic debit arrangement in a way not described in this Agreement, you may be liable for unpaid Fees or damages for breach of contract. You should, however, cancel any direct debit authorisation for payment when your Agreement lawfully ends.

### SUMMARY OF SOME KEY TERMS

**Cooling Off:** You can cancel this Agreement within 7 days from the Start Date by giving us written notice (see Details and clause 3).

**Your Safety:** Each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5.1).

**Access and Reciprocity:** When you join our Club you can access and use our Club and our Facilities and Services. After the first 31 days of your Membership, you will also be able to access and use all other Clubs (see clause 2).

**Membership Transfer and Assignment of this Agreement:** As a broad rule, if you use another Club more than our Club, (using the criteria set out in this Agreement) your Membership and this Agreement will be transferred from our Club to the Club you visit the most. If this happens, the Fees, including your Membership Fees, may change (see clause 8).

**Putting Your Membership on Hold:** In any period of 12 months you can usually 'freeze' your Agreement twice for up to 3 months for both periods combined. If we agree, you may freeze your Agreement more than this for travel, medical or hardship reasons but must give us proof. A minimum freeze period may apply and a weekly Freeze Fee may also be charged. Your Membership will usually be extended by the period your Agreement is frozen for (see clause 9).

**Cancelling for Medical Reasons or Relocation:** You can cancel your Membership if you contract a permanent physical incapacity or serious illness as confirmed by a doctor we reasonably agree to and you pay the Administration Fee. You can also cancel on 30 days written notice if you relocate more than 15 km away from a Club and supply proof (see Details and clause 10).

**Cancelling a Fixed Term Agreement for your Convenience:** You can cancel for your convenience if you pay the Cancellation Fee which is the higher of 50% of the balance due or a sum equal to 30 days Membership Fees (see clause 10).

**Cancelling a Periodic Agreement:** You may cancel during any Supply Period by giving us written notice. The cancellation will take effect at the End Time. The End Time is the end of that Supply Period if your notice was given at least 14 days before. Otherwise, the End Time is the end of the next Supply Period. You can cancel the Agreement with earlier effect but you will still be liable for Membership Fees on the basis that it was cancelled at the End Time. (see clause 10).

**Not Enough Money in Account when Fees are Due:** Your bank or credit provider may charge you a fee for overdrawing your account. Our third-party Biller also charges the Biller's Administration Fee (see the Details and clause 13).

Your initials \_\_\_\_\_



## Membership Agreement - South Australia

### IMPORTANT NOTICE

The *Anytime Fitness*® chain comprises a network of independently owned and operated fitness Clubs, including our Club.

This is an Agreement under which you agree to become a Member of our Club (or to renew your Membership). It is made up of this Important Notice, the Details section, the attached Terms and any other document attached or referred to, including our Club Rules, our privacy policy and the Special Conditions for 16-17 Year Olds, if applicable.

When you sign this Agreement you are entering into a legally binding contract with us.

This Agreement sets out your rights to use the Facilities and Services and the responsibilities you have as a Member. These responsibilities, including payment of Membership Fees, do not depend on how often you use the Facilities and Services.

What is set out in this Agreement overrides any statements made by you or us before you sign it so you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this Agreement, or if you have any queries regarding this Agreement, please ask us before you sign.

Words in Bold type and capitalised first letters are defined in clause 1 of the attached Terms.

### THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD

### TYPE OF AGREEMENT

You must choose the type of agreement you wish to have by ticking and initialing the relevant box below:



**Fixed Term Agreement:** A Fixed Term Agreement automatically ends when the Fixed Term ends. You will need to sign a new agreement if you want to keep using the Facilities and Services after the Fixed Term ends. If you opt for a Fixed Term Agreement we may require that you pre-pay the Membership Fees for the whole Agreement

\_\_\_\_\_ Your initials

**Direct Debit Information:** If an automatic direct debit arrangement is in place, your Membership Fees will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this Agreement or stop the automatic debit arrangement in a way not described in this Agreement, you may be liable for unpaid Fees or damages for breach of contract. You should, however, cancel any direct debit authorisation for payment when your Agreement lawfully ends.

### SUMMARY OF SOME KEY TERMS

**Cooling Off:** You can cancel this Agreement within 7 days from the Start Date by giving us written notice (see Details and clause 3).

**Your Safety:** Each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5.1).

**Access and Reciprocity:** When you join our Club you can access and use our Club and our Facilities and Services. After the first 31 days of your Membership, you will also be able to access and use all other Clubs (see clause 2).

**Membership Transfer and Assignment of this Agreement:** As a broad rule, if you use another Club more than our Club, (using the criteria set out in this Agreement) your Membership and this Agreement will be transferred from our Club to the Club you visit the most. If this happens, the Fees, including your Membership Fees, may change (see clause 8).

**Putting Your Membership on Hold:** In any period of 12 months you can usually 'freeze' your Agreement twice for up to 3 months for both periods combined. If we agree, you may freeze your Agreement more than this for travel, medical or hardship reasons but must give us proof. A minimum freeze period may apply and a weekly Freeze Fee may also be charged. Your Membership will usually be extended by the period your Agreement is frozen for (see clause 9).

**Cancelling for Medical Reasons or Relocation:** You can cancel your Membership if you contract a permanent physical incapacity or serious illness as confirmed by a doctor we reasonably agree to and you pay the Administration Fee. You can also cancel on 30 days written notice if you relocate more than 15 km away from a Club and supply proof (see Details and clause 10).

**Cancelling a Fixed Term Agreement for your Convenience:** You can cancel for your convenience if you pay the Cancellation Fee which is the higher of 50% of the balance due or a sum equal to 30 days Membership Fees (see clause 10).

**Cancelling a Periodic Agreement:** You may cancel during any Supply Period by giving us written notice. The cancellation will take effect at the End Time. The End Time is the end of that Supply Period if your notice was given at least 14 days before. Otherwise, the End Time is the end of the next Supply Period. You can cancel the Agreement with earlier effect but you will still be liable for Membership Fees on the basis that it was cancelled at the End Time. (see clause 10).

**Not Enough Money in Account when Fees are Due:** Your bank or credit provider may charge you a fee for overdrawing your account. Our third-party Biller also charges the Biller's Administration Fee (see the Details and clause 13).

Your initials \_\_\_\_\_



**DETAILS**

Anytime Fitness Club "Us" "Our"	Company Name		ABN/ACN
	Trading Name		
	Address	State	SA
	E Mail		
Member "You" "Your"	Name		ID (eg. Licence)
	Address		
	E Mail	Phone	
	Birth Date	Gender	
	Emergency Contact	Phone	
Supply Period/Fixed Term	12 months for Fixed Term Agreement but 1 month for supply period for Periodic Agreements		
Start Date	If our Club is open, the date you sign this Agreement (unless we agree to a later date). Otherwise, the date our Club opens - provided we have given you prior notice of that date. If we have not given you prior notice, the Start Date is the day you are notified that our Club has opened.		
Cooling Off End	7 days after the Start Date (ending at 11.59 pm on that day)		
Fees	Membership Fee for Supply Period/Fixed Term		\$
	Other	Joining Fee	\$
		Fob Key Fee	\$
		Other	\$
	Total		\$
	Other Fees	Administration Fee	A sum equal to 30 days Membership Fees
		Cancellation Fee	The higher of 50% of the balance due for the Fixed Term or a sum equal to 30 days Membership Fees
		Billers Administration Fee	\$7.50
		Freeze Fee (per week)	\$2.50 (Maximum)
		Guest Fee (per visit)	\$30.00 (Maximum)
	Pro Rata Fee (initial)	\$530.05	
	Pro Rata Fee (end)	\$0.00	
	Tailgate Fee	\$60.00 (Maximum)	
	Other - eg exercise consultation	\$	
Payment of Membership Fees (Please choose)	<input checked="" type="checkbox"/>	Pre-payment for Supply Period/Fixed Term	<input type="checkbox"/> Periodic payment by direct debit
Direct Debit Payment Period (Please choose)	<input type="checkbox"/>	Each fortnight -in advance (subject to availability)	<input type="checkbox"/> Each month - in advance
Periodic Direct Debit Amount (May vary on Membership transfer or after Minimum Term)	\$	Each fortnight (subject to availability)	\$ Each month

**SIGNING PART**

- I/we have read through this Agreement in full, understand my/our obligations under it and agree to be bound by it
- I/we agree to be bound by the provisions of this Agreement
- 16 and 17 Year Olds: You may join an "Approved Club" as long as you agree to follow the Special Conditions for 16-17 Year Olds. You promise you have read and understand these and will act in accordance with them. Your parent or guardian must also co-sign this Agreement, your Pre-Exercise Questionnaire and the Special Conditions for 16-17 Year Olds

Member signature ..... Date .....

By co-signing below, the parent or guardian of a 16 or 17 year old agrees to this Agreement, agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it, and also agrees to rectify any breaches by the 16 or 17 year old.

Parent/guardian signature ..... Date .....

Name and ID ..... Relationship .....

## Office Use Only

<input type="checkbox"/> All signing persons have read the Agreement	<input type="checkbox"/> ID shown and Details have been completed	<input type="checkbox"/> Orientation completed
<input type="checkbox"/> Pre-Exercise Questionnaire Completed	<input type="checkbox"/> ACL Exclusion clause signed for SA	<input type="checkbox"/> 16-17 year old requirements completed

**DETAILS**

Anytime Fitness Club "Us" "Our"	Company Name	ABN/ACN	
	Trading Name		
	Address	State	SA
	E Mail		

Member "You" "Your"	Name	ID (eg. Licence)
	Address	
	E Mail	Phone
	Birth Date	Gender
	Emergency Contact	Phone

Supply Period/Fixed Term	12 months for Fixed Term Agreement but 1 month for supply period for Periodic Agreements
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Start Date	If our Club is open, the date you sign this Agreement (unless we agree to a later date). Otherwise, the date our Club opens - provided we have given you prior notice of that date. If we have not given you prior notice, the Start Date is the day you are notified that our Club has opened.
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Cooling Off End	7 days after the Start Date (ending at 11.59 pm on that day)
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Fees	Membership Fee for Supply Period/Fixed Term	\$	
	Other	Joining Fee	\$
		Fob Key Fee	\$
		Other	\$
	Total		\$
	Other Fees	Administration Fee	A sum equal to 30 days Membership Fees
		Cancellation Fee	The higher of 50% of the balance due for the Fixed Term or a sum equal to 30 days Membership Fees
		Billers Administration Fee	\$7.50
		Freeze Fee (per week)	\$2.50 (Maximum)
		Guest Fee (per visit)	\$30.00 (Maximum)
	Pro Rata Fee (initial)	\$530.05	
	Pro Rata Fee (end)	\$0.00	
	Tailgate Fee	\$60.00 (Maximum)	
	Other - eg exercise consultation	\$	

Payment of Membership Fees (Please choose)	<input checked="" type="checkbox"/>	Pre-payment for Supply Period/Fixed Term	<input type="checkbox"/>	Periodic payment by direct debit
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Direct Debit Payment Period (Please choose)	<input type="checkbox"/>	Each fortnight -in advance (subject to availability)	<input type="checkbox"/>	Each month - in advance
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Periodic Direct Debit Amount (May vary on Membership transfer or after Minimum Term)	\$	Each fortnight (subject to availability)	\$	Each month
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**SIGNING PART**

- I/we have read through this Agreement in full, understand my/our obligations under it and agree to be bound by it
- I/we agree to be bound by the provisions of this Agreement
- 16 and 17 Year Olds: You may join an "Approved Club" as long as you agree to follow the Special Conditions for 16-17 Year Olds. You promise you have read and understand these and will act in accordance with them. Your parent or guardian must also co-sign this Agreement, your Pre-Exercise Questionnaire and the Special Conditions for 16-17 Year Olds

Member signature ..... Date .....

By co-signing below, the parent or guardian of a 16 or 17 year old agrees to this Agreement, agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it, and also agrees to rectify any breaches by the 16 or 17 year old.

Parent/guardian signature ..... Date .....

Name and ID ..... Relationship .....

Office Use Only		
<input type="checkbox"/>	All signing persons have read the Agreement	<input type="checkbox"/>
<input type="checkbox"/>	Pre-Exercise Questionnaire Completed	<input type="checkbox"/>
<input type="checkbox"/>	ID shown and Details have been completed	<input type="checkbox"/>
<input type="checkbox"/>	ACL Exclusion clause signed for SA	<input type="checkbox"/>
<input type="checkbox"/>	Orientation completed	<input type="checkbox"/>
<input type="checkbox"/>	16-17 year old requirements completed	

## TERMS

### 1. DEFINITIONS

Administration Fee: the Fee payable under clause 10.4 (b) as set out in the Details.

Agreement: this Agreement as described in the Important Notice.

Anytime Australia: Anytime Australia Pty Ltd, ACN 131 035 491, which is the Australian *Anytime Fitness* franchisor.

Anytime Fitness LLC: Anytime Fitness LLC of Minnesota USA which owns the *Anytime Fitness* system, trademark and other intellectual property.

Approved Club: a Club that has been approved by Anytime Australia to offer memberships to 16 and 17 year olds.

ACL: means the Australian Consumer Law in the CCA.

Billor: Our third party billor, Ausfit Pty Ltd, ACN 055 420 392.

Billor's Administration Fee: the Fee charged by the Billor under clause 13.3(b) as set out in the Details.

Cancellation Fee: the Fee payable under clause 12.6 as set out in the Details.

CCA: the *Competition and Consumer Act 2010 (Cth)*.

Club: an *Anytime Fitness* club.

Club Rules: the rules that are referred to in clause 5.6.

Details: the part of this Agreement described as the "Details".

Direct Debit Amount: what you agree to pay by direct debit each Direct Debit Payment Period as set out in the Details.

Direct Debit Payment Agreement: the periodic billing agreement you enter into with our third party Billor for periodic billing services.

Direct Debit Payment Period: the frequency of your direct debit payments as set out in the Details.

End Time: for the purposes of providing notice for the cancellation of a Periodic Agreement, the End Time is the end of a Supply Period where notice is given at least 14 days before the end of that Supply Period. Otherwise, the End Time is the end of the next Supply Period.

Essential Term: a term of this Agreement that is so important you would not have signed the Agreement without it, for example, a requirement that the Facilities and Services are available 24 hours a day 7 days a week (subject to clause 18, clause 20.1 and the Special Conditions for 16 and 17 Year Olds). If there is a disagreement as to whether a term is an Essential Term, the matter will be reasonably determined by Anytime Australia.

Facilities and Services: includes Club premises and all exercise areas, bath rooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use (excluding services referred to in clause 14).

Fees: fees that apply under this Agreement as set out in the Details and referred to in clause 12.

Fixed Term: the Fixed Term of a Fixed Term Agreement, as set out in the Details, which is for a maximum period of 12 months.

Fixed Term Agreement: an agreement which automatically ends at the end of the Fixed Term.

Fob Key: the access key that allows you to access Clubs.

Fob Key Fee: the Fee payable under clause 12.4 as set out in the Details.

Guest Fee: the Fee payable under clause 5.5 as set out in the Details.

Important Notice: the part of this Agreement described as this.

Joining Fee: the Fee payable under clause 12.2 as set out in the Details.

Member: a Club member.

Membership: another word used to refer to this Agreement.

Membership Fees: the Fees you pay to access the Facilities and Services as referred to under clause 12 and set out in the Details.

Minimum Age: the minimum age to become a Member and use the Facilities and Services and referred to in clause 4.

Periodic Agreement: an agreement that continues on a periodic basis from Supply Period to Supply Period until terminated under clause 10.

Pre-Exercise Questionnaire: the questionnaire or other screening we may require you to answer before using the Facilities and Services.

Pro Rata Fee: the Fee/s that may be applicable under clause 12.3 and set out in the Details.

Replacement Fob Fee: the amount payable under clause 5.2(d) as set out in the Details.

Start Date: when this Agreement starts as set out in the Details.

Special Conditions for 16-17 Year Olds: the special conditions set out in the document headed "Special Conditions for 16-17 Year Olds" and referred to in clause 4.

Staffed Hours: the times a Club is staffed. These times may not be fixed and will also vary from Club to Club.

Supply Period: the minimum term of a Periodic Agreement, as set out in the Details, which is ordinarily a period of 1 month.

Tailgate Fee: the Fee you will be charged if you allow another person to access a Club without permission.

Terms: the part of this Agreement described as the "Terms".

### 2. JOINING, ACCESS AND RECIPROcity

2.1 When you join our Club, you will need to give us information noted in the Details and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer.

2.2 On joining we will give you a Fob Key or access card that will let you access and use our Club and the Facilities and Services.

2.3 After the first 31 days, you will also be able to access and use all other Clubs under the provisions of this Agreement provided that you continue to be a Member and your Membership has not been suspended.

### 3. COOLING OFF

3.1 If you change your mind after joining, you have 7 days to cool off or cancel your Membership starting on the Start Date. To be effective, you must let us know in writing at any time during this 7 day cooling off period. Your written cancellation can be given to us personally, by post or by e mail.

3.2 If you cancel your Membership under clause 3.1, we will charge you the Fob Key Fee and fees for any services or products already supplied but the Joining Fee and Membership Fees will be refunded.

### 4. MINIMUM AGE

4.1 For safety and security reasons you must be at least 18 years old to become a Member. However, if you are 16 or 17 years of age, and both you and your parent or guardian agree to the Special Conditions for 16-17 Year Olds (which are for your protection), you may join us if we are an Approved Club.

4.2 If you are a 16 or 17 year old, your Membership may be immediately cancelled if you break one of the Special Conditions for 16-17 Year Olds.

### 5. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

#### 5.1 Your physical condition

(a) When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead.

(b) You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.

- (c) You promise that information you give us will be true and accurate and not misleading in any way.
  - (d) You must not use the Facilities and Services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other Members and others.
  - (e) We may suspend or cancel your Membership if we have reason to suspect that you have not complied with clause 5.1.
- 5.2 Your Fob Key
- (a) You will need your Fob Key (or access card) to access Clubs and must swipe this each time you use the Facilities and Services.
  - (b) If you lose or forget your Fob Key (or access card) you may access a Club during Staffed Hours if you show photo ID to Club staff but this will be at the discretion of the Club. You should not ask or expect another person to let you into a Club at any time.
  - (c) You must not let anyone else into a Club without the approval of Club staff or let anyone else use your Fob Key (or access card). If you break this term, you may be charged the Tailgate Fee and/or your Membership may be suspended or cancelled.
  - (d) If your Fob Key (or access card) is lost or stolen you must let us know immediately and get a replacement in 14 days or you may be refused Club access. A Replacement Fob Key Fee will apply.
- 5.3 Orientation
- You may be required to participate in a Member orientation to familiarise you with the Facilities and Services before you use them.
- 5.4 Proper use of equipment
- You promise to take care to use the Facilities and Services safely and properly. If you are ever not sure how to operate any equipment properly, you agree to ask Club staff before you use it.
- 5.5 Guests
- You may bring a guest into a Club but only if they register with Club staff, pay a Guest Fee and meet our other reasonable conditions. For example, they will need to be the Minimum Age, show photo ID, complete the Pre-Exercise Questionnaire and other standard forms.
- 5.6 Club Rules
- (a) Club Rules apply to everyone using the Facilities and Services. They are usually displayed in a Club.
  - (b) Club Rules form part of this Agreement so you must make sure you read, understand and follow them at all times.
  - (c) If you break any of the Club Rules we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Club Rules we may suspend or cancel your Membership. If your breach causes us or another person costs, loss or damages, you agree to pay for these.
- 5.7 Illegal performance enhancing or other illicit substances
- You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the Club.
- 5.8 Commercial activity
- You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.
- 5.9 Action for risky or inappropriate conduct
- If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled (with a Cancellation Fee potentially applying), you may be banned from joining any Club and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

## 6. SECURITY

### 6.1 24 Hour CCTV cameras

Club premises have CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Club if you have questions on this.

### 6.2 Emergencies

- (a) Clubs have an emergency phone, panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.
- (b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- (c) Clubs may also have an emergency or crisis response procedure displayed which must be followed in emergencies.

### 6.3 Be cautious

You must be cautious when entering, leaving a Club and using the Club and you must wear security lanyards when appropriate, for example, if exercising alone or outside Staffed Hours.

### 6.4 Following Directions

You agree to follow any reasonable direction of Club staff relating to health, safety or security matters or related matters.

## 7. PRIVACY

### 7.1 Your personal information

From when you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:

- (a) transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia; and
- (b) disclosed to and used by other Clubs, including overseas Clubs, for the purpose of allowing you access to Clubs and providing services to you (for example so that we can confirm your Membership if you visit our global facilities).

### 7.2 General consent

By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy. In particular, you consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information to other Clubs inside and outside Australia. You can access our privacy policy at [www.anytimefitness.com.au/privacy](http://www.anytimefitness.com.au/privacy).

### 7.3 Up to date contact information

You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.

### 7.4 Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done. By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by Anytime Australia and you assign your rights in any of these materials to Anytime Fitness LLC.

### 7.5 Other

- (a) As noted in clause 6.1, CCTV camera recording is used in Clubs (except in bathrooms).
- (b) Members and guests are not allowed to take photos and/or videos in Clubs unless specific permission is granted by the Club.

## 8. TRANSFER

### 8.1 Your Membership may be transferred to another Club if:

- (a) over 2 consecutive 30 day periods you use another Club a minimum of 4 times in each period AND use that Club at least 50% of the time in each period; OR
- (b) over 3 consecutive 30 day periods, you use another Club at least once in each of these periods, and 100% of your visits are at the other Club.

- 8.2 If your Membership is transferred to another Club, your Fees, including any periodic or ongoing Membership Fees, may be varied to reflect the Fees applicable in the other Club. If your Membership Fees are increased we will use our reasonable efforts to give you prior notice of the change unless it is not practicable to do so.
- 8.3 If your Membership is transferred to another Club in another state or country, you may be required to sign a new Agreement compliant with the laws of that state or country.
- 8.4 Your Membership may be transferred to another person who is not a current Member but only if we agree, your account is up to date, and the person you transfer to:
- is eligible to become a Member;
  - is able to take up your Membership (for example, if you have a corporate Membership);
  - signs a new agreement to become a Member for at least the balance of the Fixed Term/Supply Period;
  - agrees that that the provisions of clause 2 regarding access and reciprocity will also apply to them; and
  - pays Membership Fees for at least the balance of the Fixed Term/ Supply Period, or enters into a Direct Debit Payment Agreement if these Fees are to be paid periodically by direct debit; and
  - pays applicable other Fees such as a Fob Key Fee and a Joining Fee.
- 8.5 If our transfer policy (in clause 8.1) is changed, we will use our reasonable efforts to give Members prior notice of the change.
9. PUTTING YOUR MEMBERSHIP ON HOLD
- 9.1 You may temporarily suspend or freeze your Membership for any reason if your account is up to date and, if you have a Fixed Term Agreement, it has more than 2 weeks left. In any 12 month period you may freeze your Membership 2 times for up to 3 months for both periods combined.
- 9.2 We may agree to freeze your Membership for more than the period noted in clause 9.1 for travel, medical or hardship reasons but you must give us proof (such as supporting documents) to our reasonable satisfaction.
- 9.3 The Freeze Fee usually applies during any freeze period.
- 9.4 While your Membership is frozen, the Fixed Term/Supply Period will be extended for the same time as the freeze period. Direct debit payments that fall in the freeze period will also be frozen (except the Freeze Fee).
10. WHEN YOU CAN END THIS AGREEMENT
- 10.1 Notice
- If you need to notify or tell us anything in writing under this clause:
- you can give this to us in person, by e mail or post;
  - it would be useful (but not required) if you complete any standard documentation we may have such as a cancellation form and provide your Membership number (if you know it);
  - if you do not use our standard documentation, your notice must include your name, Club, address, phone, email, ID details and signature and explain why you wish to cancel; and
  - you must also attach required proof such as a medical certificate.
- 10.2 Cancelling a Fixed Term Agreement at the end of the Fixed Term
- If this is a Fixed Term Agreement, you do not need to do anything, as your Membership will end when the Fixed Term ends. We may contact you before your Membership ends to discuss renewal. If you choose to renew your Membership by signing a new agreement before the Fixed Term ends, a Joining Fee will not apply. Your Membership cannot be renewed more than 90 days before the end of the Fixed Term.
- 10.3 Cancelling a Periodic Agreement
- If this is a Periodic Agreement, you may cancel during any Supply Period by giving us written notice. The cancellation will take effect at the End Time but subject to clause 10.3(b)
- You can cancel the Periodic Agreement with earlier effect than the End Time but you will still be liable for Membership Fees to the End Time, unless we agree otherwise.
  - If you have paid Membership Fees in advance that extend beyond the End Time, you will be entitled to a refund of those Fees on cancellation of the Periodic Agreement.
- 10.4 Cancelling for medical reasons
- You can cancel your Fixed Term or Periodic Agreement at any time by telling us in writing if you cannot use the Facilities and Services because you contract a serious illness or a permanent physical incapacity during the term of your Agreement. This must be confirmed in writing by a doctor or other medical professional we reasonably agree to and you agree that we may contact the doctor or other professional for verification .
  - If you cancel under clause 10.4(a), we can charge you the Administration Fee. You will also be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Joining Fee, the Fob Key Fee and Fees for services already supplied.
- 10.5 Cancelling a Fixed Term Agreement for convenience
- You can cancel your Agreement at any time during the Fixed Term by telling us in writing and paying a Cancellation Fee.
- 10.6 Other ways you can cancel
- You can also cancel your Agreement in the following ways and without paying a Cancellation Fee:
- When prior notice is NOT required
  - You may cancel without giving us prior notice if:
    - we break an Essential Term and have not fixed this in a reasonable time of you asking us in writing;
    - you become bankrupt and give us proof (such as supporting documents) to our reasonable satisfaction;
    - we change this Agreement in a way that adversely affects you (this does not include a variation of Fees in the case of a transfer of Membership); or
    - you become entitled to cancel under consumer laws.
  - When prior notice is required
- You may cancel by giving us 30 days written notice if you relocate more than 15 km from a Club and you give us proof to our reasonable satisfaction.
- Applicable Fees
- If you cancel your Agreement under clause 10.6(a) or (b), you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Joining Fee, the Fob Key Fee and Fees for services already supplied. These Fees are not refundable except in very limited circumstances related to clauses 10.6(a) (i) and (iv).
11. WHEN WE CAN END THIS AGREEMENT
- 11.1 In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.
- 11.2 If we cancel your Membership under clause 11.1, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Joining Fee, the Fob Key Fee and Fees for services already supplied. We may also charge a Cancellation Fee and recover costs, loss or damages caused by your breach.
- 11.3 You promise you are not bankrupt or insolvent and are able to pay applicable Fees at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your Membership Fees for an extended period. We may cancel your Membership if you become bankrupt or insolvent.
- 11.4 If we cancel your Membership under clause 11.3 you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member (calculated on a pro rata basis), the Joining Fee, the Fob Key Fee and Fees for services already supplied.

12. FEES
- 12.1 General
- (a) The Fees you have to pay are set out in the Details. Some rights and obligations that apply in relation to particular Fees are set out in this clause.
- (b) If you do not make any payment when it is due, your Membership may be suspended and you could be refused access to Clubs and to Facilities and Services until all outstanding amounts have been paid.
- (c) Your Membership may also be terminated if any Fees remain unpaid for an extended period. You will still be liable for all unpaid amounts. A Cancellation Fee may also apply.
- 12.2 Joining Fee
- We will charge you the Joining Fee to cover the set up costs for your Membership. This is not refundable except in very limited circumstances related to clauses 3 and 10.6(a) (i) and (iv).
- 12.3 Pro-Rata Fee
- If you pay by direct debit and your Start Date begins after the first day of the relevant Direct Debit Payment Period, you will only be charged the applicable portion of the Direct Debit Amount. The same applies if you have a Fixed Term Agreement and the Direct Debit Payment Period ends after the last day of the Agreement.
- 12.4 Fob Key Fee
- This is the Fee charged to buy a Fob Key. This is not refundable except in very limited circumstances related to clauses 3 and 10.6(a) (i) and (iv). If you need a replacement Fob Key, a Replacement Fob Key Fee will apply.
- 12.5 Membership Fees
- (a) If this is a Fixed Term Agreement you can pre-pay your Membership Fees (pay them up front) when you sign this Agreement, or you can elect to pay by equal periodic instalments provided this option is available in our Club.
- (b) If this is an Periodic Agreement, you must pay Membership Fees periodically in advance until your Agreement ends.
- 12.6 Cancellation Fee
- (a) A Cancellation Fee is payable if you want to cancel a Fixed Term Agreement for your convenience in the Fixed Term.
- (b) A Cancellation Fee may (at our reasonable discretion) also be payable by you if your Membership is ended by us under clause 5.9, clause 11.1 or clause 12.1(c).
- If you do not pay a Fee when due
- (a) If you do not pay a Fee or other amount you owe when due, we can suspend your Membership until all amounts have been paid. This is in addition to our other rights under this Agreement, including those under clause 11.1. Other consequences may also apply with respect to late or rejected direct debit payments (see clause 13.3).
- (b) Fees and charges continue to accrue during a suspension under clause 12.7(a).
- 12.8 Fee increases
- (a) During the Fixed Term or any Supply Period:
- (i) your Membership Fees will not be increased (except in the case of a transfer of your Membership (see clause 12.8 (c)));
- (ii) other Fees may, however, be varied.
- (b) After the Fixed Term or any Supply Period, all Fees may be increased.
- (c) If your Membership is transferred to another Club, your Membership Fees (and other Fees) may be varied to reflect those which are applicable at the other Club even if your Membership is transferred in the Fixed Term or any Supply Period.
- (d) We will make reasonable efforts to tell you of any Fee changes. Subject to clause 8.2, if your Membership Fees are to be increased, an e mail will be sent to you at least 2 weeks before the increase.
- (e) If your Fees are varied, you authorise any debits from your nominated account to also be varied.
- 12.9 Refunds and the Credit Code
- We can deduct all Fees and charges that you must pay under this Agreement from any refund we give you.
13. DIRECT DEBIT
- 13.1 Direct Debit Payment Agreement
- (a) If you pay any Fees, including ongoing Membership Fees, by direct debit, then this will be through our Biller (not us).
- (b) You will be provided with a copy of Direct Debit Payment Agreement of the Biller which applies to any direct debit services. The Direct Debit Payment Agreement, which we are not a party to, is entirely separate to this Agreement.
- 13.2 Authority to deduct Fees
- By nominating a credit or debit account, you authorise our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement. You must keep your account details up to date.
- 13.3 Late or rejected direct debit payments (Also see clause 12.7)
- (a) You must ensure there is enough money in your nominated account on the usual payment, or the next working day if that falls on a day when banks do not process payments.
- (b) If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the Biller's control), you will be charged the Biller's Administration Fee. This will be added to your next debit amount. Prior arrears may also be included.
- (c) You authorise our Biller to deduct any unpaid arrears outstanding on your account.
- (d) Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.
14. OTHER SERVICES
- 14.1 There may be other services, including personal training services, offered at Clubs by us, contractors, licensees and others which are offered separately and/or in addition to services provided under this Agreement. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions.
- 14.2 We are not responsible for these third party provided services including fees or any associated costs claims or refunds, unless they are provided by us.
15. CHANGES TO YOUR AGREEMENT
- 15.1 We may sometimes make changes to this Agreement, including our Club Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it.
- 15.2 We will make reasonable efforts to tell you of any change in advance and when it will take effect. Subject to other Terms, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.
- 15.3 You cannot cancel under this clause in the case of a transfer of your Membership or if we have to make the change to comply with a law or a direction of a relevant authority.
16. OUR LIABILITY TO YOU
- 16.1 Statutory guarantees
- (a) Under the ACL we guarantee that the services we supply:
- (i) are provided with due care and skill;
- (ii) are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and/or
- (iii) are supplied in a reasonable time.
- (b) Under certain legislative provisions, however, we can ask you to accept some limitations to the ACL guarantees.
- (c) If you sign this Agreement, you agree, to the extent allowed by section 139A of the CCA, to exclude or modify our liability to you for death or injury from our failure to comply with ACL guarantees.
- (d) This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the CCA).

- 16.2 State based notices: South Australia only  
The ACL Exclusion Notice (South Australia): "Recreational Services exclusion, restriction or modification of rights under the ACL (SA)" applies if it is attached to this Agreement and signed by you.
- 16.3 Other implied terms  
Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 16.1 and 16.2, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.
- 16.4 Loss of property  
You promise not to unnecessarily bring valuables into a Club and agree that it is not the obligation of the Club to look after unattended property.
17. YOUR RESPONSIBILITY FOR DAMAGE  
You agree to pay for any loss or damage to the Club or the Facilities and Services caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this Agreement.
18. CLUB CLOSURES
- (a) We may need to close our Club for a period of time, for example, due to an emergency, or if required by a court order or by law.
- (b) We may close our Club up to 14 days in any 30 day period under clause 18(a) and keep charging Membership Fees.
- (c) If we close the Club for between 15 and 30 days under clause 18(a) in any 30 day period, clause 18(e) applies.
- (d) We may also close the Club for up to 30 consecutive days if it is being refurbished or relocated.
- (e) If we close the Club under clause 18(c) or 18(d) we may keep charging Membership Fees if you are able and willing to use another Club. If you are not able or willing to use another Club we will freeze your Membership at no cost to you and extend your Agreement for a time equal to the closed period.
- (f) We will try, but cannot promise we will be able, to tell you about any Club closures in advance.
19. COMPLAINTS AND FEEDBACK
- 19.1 If you have any concerns about the Facilities and Services or anything else in relation to your Membership, you should first raise it with Club staff.
- 19.2 If you are uncomfortable about approaching, or do not wish to approach Club staff, or are not happy with the response given, you may send a complaint to the head office of Anytime Australia by e mail to [customerservice@anytimefitness.com.au](mailto:customerservice@anytimefitness.com.au).
- 19.3 Complaints will be dealt with in accordance with the *Anytime Fitness* complaints policy.
20. GENERAL LEGAL MATTERS
- 20.1 Unexpected events  
We are not responsible if Members cannot use our Club because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.
- 20.2 Severability  
If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.
- 20.3 Waiver  
If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in future.
- 20.4 Entire Agreement  
You agree that we have not made any representations or promises that you have relied that are not in this Agreement.
- 20.5 Applicable law  
The law of the state/territory set out in the Details applies to this Agreement.

To view these terms online, please visit [www.anytimefitness.com.au/membershipagreement](http://www.anytimefitness.com.au/membershipagreement)

-END-



# ACL Exclusion Notice

## Recreational Services exclusion, restriction or modification of rights under the ACL (SA)

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services\*), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (**a third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the Fitness Business' liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury\*\*.

### Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

### Agreement to exclude, restrict or modify

I agree that the liability of the Fitness Business for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is-

- (a) excluded;
- (b) ~~restricted as set out below:~~
- (c) ~~modified as set out below:~~

Signature .....

Date .....

Signature of witness: .....

Witness details: .....

### Definitions

\* **Recreational services** are services that consist of participation in:

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

\*\* **Personal injury** is bodily injury and includes mental and nervous shock and death.

**Further information:** Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)