

Xceler8 Membership Terms and Conditions

1. Entire Agreement

The Membership Agreement, including these Terms and Conditions and signs and notices in the fitness centre constitutes the entire Agreement between you and Xceler8.

2. Variation of Terms

Xceler8 reserves the right to vary any aspect of this Membership Agreement. In the event that a variation is made the amended Membership Agreement may be accessed at Xceler8, from www.xceler8.com.au or upon request posted to your nominated address. You will be taken to have agreed to and accepted the new Membership Agreement if you do not notify Xceler8 of your objection within 14 days.

3. Variation of Membership Fees or Charges

Xceler8 reserves the right to increase or decrease its Membership Charge or Other Fees and Charges. Notice of any increase will be provided at Xceler8, from www.xceler8.com.au or upon request posted to your nominated address. For the duration of your Minimum Membership Term or your Pre-Paid Term you will not be required to pay a Membership Charge different to the figure identified in Part B of your Membership Agreement.

Direct Debit members will be notified by mail of any increase to the Membership Charge. If Xceler8 provides notice and has not within two weeks received notification of your objection you hereby authorise your account to be direct debited by the varied amount.

Xceler8 reserves the right to vary your direct debit date and amount, and add any fees incurred, without prior notice if you have defaulted on any payment.

4. Your Details

It is your responsibility to keep Xceler8 informed of your current address, health status and account details. In the event of information being posted out to you, you will be taken to have received the information two business days from the date of posting. If your account details or credit card details are incorrect or outdated you may be liable for fees from the direct debit provider and your bank.

5. Cooling Off Period

If you are entering into an Agreement for a period of three months or more you may cancel your Membership Agreement within seven days of signing the Agreement. You will forfeit the Administration Fee and if you have utilised Xceler8's services you may be charged a fee for those services at the discretion of Xceler8. Notice of cancellation must be through entry in Xceler8's Cancellation Book. The cooling off period does not apply for renewing members.

6. Transfer of Membership

Transfer of memberships are not permitted.

7. Variation of Membership type

You may upgrade your membership at any time. You may not downgrade your membership while you are in a Direct Debit Minimum Term or a Pre-Paid Term.

8. Cancellation of Membership due to permanent physical incapacity

In the event of permanent physical incapacity you may cancel your Xceler8 Membership at the discretion of Xceler8. You must provide written notification to Xceler8 enclosing a copy of the medical certificate. If you are a Pre-Paid Member the remaining portion of your membership term will be refunded, calculated from the date Xceler8 receives written notice. If you are a Direct Debit Member Xceler8 will instruct any Direct Debit Agent to discontinue deductions (subject to the requirement of two weeks notice).

9. Deferment of Membership due to temporary physical incapacity

In the event of temporary physical incapacity you may defer your Xceler8 membership for a period to be agreed with Xceler8. You must sign the On-Hold Book prior to such deferment taking place. Xceler8 may require a copy of the medical certificate.

10. Deferment of Membership due to other reasons

To defer your membership you must sign the On-Hold Book at Xceler8 at least five business days prior to such deferment taking place. Pre-Paid Members may defer their membership for a minimum period of one week and will be subject to a 'freeze fee' for any deferment longer than two months. Direct Debit Members may defer their membership for a minimum period of two weeks and will be subject to a 'freeze fee' for any deferment longer than two months.

11. Direct Debit Membership cancellation inside Direct Debit Minimum Term

If you cancel your Direct Debit Membership within the Direct Debit Minimum Term you will be subject to the fee set out in Schedule 2 (subject to Clause 8).

12. Direct Debit Membership cancellation outside Direct Debit Minimum Term

Your Direct Debit Membership is an ongoing contract. It will continue until you provide notice by signing the cancellation paperwork at Xceler8. Xceler8 will not accept verbal termination or notification from someone else acting on your behalf. Your Membership Agreement with Xceler8 will be terminated within two weeks of notice being received. At the time of termination any money owing will be direct debited from your account and you hereby authorise the deduction of any outstanding payments, fees or charges. If there is insufficient money in your account or the account is closed the money owing will be treated as a debt and Xceler8 will take all steps necessary to recover the amount owing and in addition any charges reasonably occasioned in its recovery.

13. Prepaid Membership cancellation within the Pre-Paid Term

Xceler8 will not issue a refund for the termination of Pre-Paid Memberships (subject to Clause 8).

14. Cancellation or variation of Personal Training or other appointments

Xceler8 requires a minimum of 24 hours notice to cancel or vary a Personal Training or other appointment. If you fail to provide the minimum notice you will be charged for the full amount of that session. Xceler8 reserves the right to change the trainer for any appointment without notice.

15. Variation of scheduled sessions

Xceler8 reserves the right to cancel or alter any scheduled session including, but not limited to, group fitness classes.

16. Members in a Couple or Family program

Family or Couple members paying by direct debit must do so from one account. A member of a Family or Couple membership cannot defer or terminate the membership independently of the remaining Couple or Family members.

17. Xceler8 crèche facilities

Use of the crèche facilities is subject to the rules and conditions on display. The crèche is not a childcare facility and Xceler8 will not be held responsible for any death or injury, howsoever caused.

18. Minimum Age

You must be at least 14 years of age to utilise Xceler8's facilities and services. If you are under 18 years of age your parent or guardian must sign the Membership Agreement in addition to yourself. Exceptions will be considered at the discretion of Management.

19. Use of facilities during unstaffed hours

Members using the gym during unstaffed hours must comply with all terms and conditions relating to use of the gym in unstaffed hours. These are displayed within the gym.

- All members have access to the gym during extended hours excluding members under the age of 18 years who have access during staffed hours only.
- 24 hour access is granted at the discretion of the Manager.
- Entry into the gym will require your fingerprint with a pin number. You must also scan in at counter after entering the gym.
- You must not allow any other person entry to the gym under any circumstances. Each person must enter separately using their own fingerprint and own membership number. Multiple entries are detected by the entrance system and surveillance footage will

be viewed to determine if any unlawful entry has occurred. Any person found doing this will have their membership cancelled immediately without refund.

- You must wear one of the panic alarms provided when in the gym alone. The panic button should only be pressed in emergencies. You may also use the designated phone to call security (by front door). You will be responsible for all costs incurred.
- Certain equipment, including bars, dumbbells over a certain weight must not be used in unstaffed hours. These will be chained up for your safety.
- You must not enter restricted areas i.e. office and crèche under any circumstances.
- You must not touch the music or TV's. Fans and air conditioning may be switched on but must be switched off before leaving the gym if there are no other members present.
- You must keep noise to a minimum at all times. This includes while you are in the gym and entering and leaving the premises e.g. car noise should be kept to a minimum and car doors should not be slammed.
- Members must not enter the gym if they are under the influence of alcohol or other drugs. Blood alcohol levels should be 0.00 at all times.
- All members attending the gym out of staffed hours must park in Xceler8's car park as close as possible to the door to help keep noise on street to a minimum.
- Any issues or incidents must be reported to Management as soon as possible.
- You will be under constant video surveillance whilst in the car park and inside the gym. Footage will be regularly checked to monitor activity in unstaffed hours.
- Terms and conditions of use out of staffed hours may change without notice and it is the responsibility of members to familiarise themselves with the terms and conditions upon each entry.
- Failure to comply with the rules and regulations of out of hour's access will result in instant cancellation of your membership without refund.

20. Consequence of Breach or Inappropriate Conduct

You must comply with the Fitness Centre Rules and Etiquette set out in Schedule 1. Failure to do so will result in the termination of your Membership Agreement.

In addition Xceler8 reserves the right to cancel your Membership Agreement without prior notice or refund in the event of any serious inappropriate conduct including but not limited to:-

- a. Threatening or inappropriate behaviour (sexual or otherwise) or harassment of staff or clients; or
- b. Deliberate or reckless behaviour causing damage to the Fitness Centre or equipment; or
- c. The use of illegal or performance enhancing drugs.

21. Complaints Procedure

If you have a complaint about the way the gym services are delivered please follow the procedure outlined below:-

- a. Speak to a staff member;
- b. If after 14 days you are dissatisfied with the response write to the Xceler8 Manager;
- c. An Xceler8 staff member will contact you by mail or by phone within 14 days; and
- d. If you are still dissatisfied contact the NSW Department of Fair Trading.

22. Severability

Any clause of this Membership Agreement that is deemed to be unenforceable by law will not affect the validity or enforceability of the remainder of the Membership Agreement.

23. Right of Assignment

Xceler8 reserves the right to assign or transfer any right or benefit under the Membership Agreement at any time and without notice to you. Xceler8 reserves the right to change direct debit companies without prior notice.

SCHEDULE 1: Fitness Centre Rules and Etiquette

You must:

1. Swipe your membership card each time you enter the premises. If your membership card is lost or stolen you must immediately advise reception.
2. Report to reception upon arrival if you have an appointment with a personal trainer.
3. Bring a towel. This is required by law. If you do not bring a towel you will be required to hire one from reception.
4. Return a piece of equipment to its place of storage when you have finished using it.
5. Be mindful of your hygiene.
6. Respect other people's privacy.

You must not:

1. Use Xceler8's facilities or services if you have a contagious illness, including common cold or flu.
2. Bring chewing gum into the Fitness Centre.
3. Bring valuables into the Fitness Centre.
4. Use foul or offensive language.
5. Wear clothing that is excessively loose, carries offensive slogans or is revealing (no bare midriffs).

These rules are in addition to those that may be brought to your attention through signs, notices or hand-outs within the Fitness Centre.

SCHEDULE 2: Fees and Charges

\$75.00	Administration fee for cancellation within 'Cooling Off Period'
\$300.00	Direct debit cancellation within Direct Debit Minimum Term
2%	Direct debit payment by credit card
\$20.00	Direct debit account establishment fee
\$2.00	Direct debit transaction fee
\$15.00	Direct debit dishonour fee
\$5.00/week	Freeze fee
\$40.00	Health Assessment (no bloods)
\$65.00	Health Assessment (with bloods)
\$15.00	Replacement Membership Card
\$75.00	Transfer fee

SCHEDULE 3: Dictionary

The following definitions apply to this Membership Agreement:-

1. Cancellation Book

The record of member signatures authorising cancellation of direct debit payments.

2. Direct Debit Agent

The person or company authorised by Xceler8 to directly debit your account.

3. Direct Debit Member

Members who have chosen to pay the Membership Charge and relevant fees and charges via direct debit.

4. Direct Debit Minimum Term

The period in time prior to the completion of the minimum payments as identified in Part B of your Membership Agreement.

5. Family or Couple

Members who have joined the Fitness Centre under Xceler8's Family or Couple pricing policy.

6. Fitness Centre

The Xceler8 building and grounds including the car park.

7. Membership Agreement

The six parts of the Membership Agreement

8. Membership Charge

The monthly amount you pay for the gym services only as identified in Part B. This amount excludes any Other Fees and Charges as identified in Schedule 2.

9. On-Hold Book

The record of member signatures authorising membership deferment.

10. Other Fees and Charges

Any amount required to be paid by you outside of the Membership Charge and as identified in Schedule 2.

11. Pre-Paid Member

Members who have chosen to pay the Membership Charge up front.

12. Pre-Paid Term

The period of time from the date you enter into the Agreement until the date identified in Part B of your Membership Agreement.

13. Rules

The regulations covering your behaviour in the Fitness Centre as notified in this Agreement or as otherwise brought to your attention through signage, letters to you, publication on www.xceler8.com.au or other reasonable means.

14. Xceler8

Xceler8 Fitness Centre Pty Ltd ABN: 19 090 466 710.

15. You

The person signing this Agreement. If the person signing the agreement is under 18 'you' refers to both the minor and their parent/guardian.