

Goodlife.

HEALTH CLUBS

Terms & Conditions

Members who joined between 1 July 2012 - 30 June 2013

TERMS AND CONDITIONS OF THE GOODLIFE HEALTH CLUB/DEBITSUCCESS AGREEMENT

Welcome to Goodlife Health Clubs. To ensure that Goodlife Health Clubs is able to provide a safe and comfortable environment for all members and staff please assist us by ensuring that you comply with the following conditions. We advise you to only sign the membership agreement if you understand and agree with these conditions. The information outlined in these terms and conditions can / will be used in the event of a discrepancy.

1. INTRODUCTION

By signing the agreement you are agreeing to have been given a copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that you are medically sound to undertake a normal course of exercise, you use the Club facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health. This agreement also relates to the member's authority to Debitsuccess Pty Ltd to directly debit the nominated bank account or credit card for any installments or fees due under the terms and conditions of this Agreement and DDR overleaf. These terms are stated below.

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- a. The singular includes the plural and vice versa.
- b. A reference to a party includes that party's legal personal representative heirs and assigns.
- c. "Member" includes the parent or guardian of the Member if the Member is under 18 years.
- d. "Goodlife" means the Goodlife Health Club named in the form of the agreement
- e. "Debitsuccess" is Debitsuccess Pty Ltd, PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 148 848, E-mail: Memberservice@debitsuccess.com. All queries and comments about the services provided under this Agreement should be directed to the Club. All queries and comments about the

direct debit billing service should be directed to Debitsuccess. The Member acknowledges that Debitsuccess has been engaged by the Club to collect the fees due under this agreement if paying by way of direct debit, and also acknowledges that all rights of the Club under this Agreement are able to be enforced by Debitsuccess as if it were the Club without any involvement on the part of the Club or the consent of the Member.

3. RECEPTION AND ACCESS

All members must present their membership card (or photo ID) upon entry to the club at every visit. The reception staff will scan your card registering your attendance. Card scan is compulsory for security and insurance requirements. Card replacement cost is \$5.00 for small barcode key tags and \$10 for smartcards. Upon joining Goodlife a photo will be taken of you for security reasons relating to the safety of our members. The photograph will not be used for any other purposes and will be stored securely on our database. All 'guest visitors' to Goodlife Health Clubs are required to present photo identification upon every visit. Entry to the Club may be refused as a result of unpaid or outstanding membership fees. Please advise us of any changes to your address and / or contact information.

4. GENERAL CONDITIONS OF ENTRY

To assist us in maintaining a safe and comfortable environment for all members and staff, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

- a.** Entry will be refused or you may be requested to leave the Club if
 - i. You are using abusive or threatening language or behaving in a threatening way.
 - ii. You are under the influence of drugs or alcohol.
- b.** Goodlife Health Clubs are non-smoking facilities.
- c.** Sauna, spa and relaxation zone areas are available in selected Clubs for male and female use and as such minimum standards of dress apply.
- d. DRESS CODE**

Fully enclosed, clean sports shoes must be worn during

workouts for safety reasons. Members are required to wear a singlet or t-shirt at all times in the Health Club. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.

e. TOWELS

Please use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. Where available you can hire a towel for \$2.00 from reception (a \$10.00 security deposit may be required).

f. CHILDREN

Children up to and including 12 years of age, who are not members of Goodlife, are not permitted anywhere within our Club except for child minding facilities during normal supervised child minding hours. Children 12 years of age and under may be considered for access to the Club at Goodlife's discretion and may require medical direction. Children who are 13-14 years of age (inclusive) may become Goodlife members and have restricted access to Club facilities only whilst they are fully supervised by a personal trainer and / or a parent or legal guardian. Children 15 years of age or older can join as a member (with authorisation of parent or guardian) but may have restricted access to some facilities and services.

g. PERSONAL TRAINING

Personal training services are available for use in Goodlife Clubs for an additional fee. Please contact your Club for more information or see the personal training noticeboard and make contact with one of our trainers directly. Please note only authorized Goodlife registered Personal Trainers are permitted to train members in Goodlife locations.

5. USE OF EQUIPMENT

For the safety of you and others, please follow all equipment operating and safety instructions on the equipment. If you are not sure of correct use or operation of equipment please seek assistance from a Goodlife team member. We ask that you return weights and bars to their racks when you have finished with them. This includes unloading plates from machines

and bars when you have finished. This also applies to equipment used in Group Fitness classes.

6. LOCKERS

Lockers are available and are located in the change rooms. Please look after your personal items. Goodlife Health Club employees, or contractors, are not responsible for any loss of personal property. Lockers provided are not security devices. Please keep all valuables with you while using the Club. Damage to, or the loss of locker keys, will incur a \$25.00 charge. Unfortunately Goodlife is unable to look after your personal possessions (keys and wallets for example) whilst you are in the Club. Please do not bring bags to the gym floor.

7. LOST PROPERTY

We highly recommend that you use lockers for your belongings. Goodlife does not take responsibility for loss or damage of your belongings. Any items of lost clothing will be held for two weeks, and then donated to charity.

8. POOL USE

Normal pool safety rules apply for the safety and convenience of all users; please see full details posted on each Club's pool deck. Pool areas are not supervised and use of these facilities is at your own risk.

9. MEMBERSHIP

a. ENTITLEMENTS

Membership at Goodlife Health Clubs entitles you to:

- i. Workout as many times as you wish in a given period.
- ii. Participate in normally scheduled Group Fitness classes.
- iii. Use of exercise equipment located on the gym floor and cardiovascular training areas.
- iv. Where applicable, use the other facilities including pool, steam, sauna and other Relaxation Zone facilities.
- v. Where applicable, use squash, tennis and volleyball facilities where additional fees may apply.

b. OBLIGATIONS

Membership at Goodlife Health Clubs requires you to:

- i. Update your contact details when they change so that

we can keep in touch.

- ii. Comply with all Conditions of Entry (see in Club signage) and the guidelines in this document.
- iii. Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- iv. Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.
- v. You acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

c. SPECIAL CONDITIONS REGARDING MEMBERSHIP ENTITLEMENTS

- i. There are variations in the facilities and services provided at different Goodlife Clubs. To ascertain exactly what a particular Club provides in addition to the above entitlements, please enquire at the Club directly. There may be additional fees charged to access these facilities and services.
- ii. Goodlife reserves the right to make changes to exercise equipment supplied in any of its Clubs at any time. Goodlife also reserves the right to make changes to the Group Fitness timetable at any time. (ie. alter class type, times and instructors).
- iii. All entitlements and entry into any Goodlife Health Club is revoked if a member's account is in arrears in excess of \$50.00.
- iv. If your automatic direct debit reverses or is returned to us by your financial institution we will attempt to contact you about retrying the debit. If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal and late fees that apply. If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Club. If unpaid fees remain outstanding, and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.

d. CHANGES TO CONDITIONS

Goodlife Health Clubs reserve the right to change the conditions contained in Clause 9 by providing you with one month advance written notice of any changes.

10. CANCELLATION / TERMINATION

This agreement is subject to a cooling off period. A cancellation request should be directed to your Goodlife Health Club.

a. During Cooling Off Period:

Your membership is subject to a 10 day cooling off period. The cooling off period starts from the date the agreement is entered into (the “commencement date”) and ends at close of business 10 days later and may be terminated under the following conditions:

- i. Goodlife requires a written request to terminate the membership within the timeframe specified as the cooling off period from signing the membership agreement.
- ii. All monies paid will be refunded with the exception of an administration fee of \$79 if your Goodlife key tag and any merchandise you received on joining are not returned.
- iii. Goodlife may request an additional payment to recover costs in relation to any fitness services provided to the member within this period.

b. Outside Cooling Off Period:

Your membership may be terminated under the following conditions outside of the cooling off period:

- i. Permanent Sickness or Physical Incapacity:
 1. Goodlife requires a **written cancellation request** advising the nature of the illness or physical incapacity, outlining specifically how this prevents you from utilising any of the services or facilities that Goodlife is able to provide.
 2. Goodlife requires a medical certificate stating that you cannot utilise any fitness services or facilities because of your permanent illness or physical incapacity.
 3. Goodlife may agree to cancel the membership

upon payment of a cancellation fee of 10% of the minimum membership fee or \$75.00 (whichever is less).

ii. **Cancellation for any other reason**

1. **Goodlife requires that a written cancellation request form be completed and all requests must be directed, in the first instance, to your Goodlife Club. The minimum fee amount is written on the front of this contract.**

2. **Cancellation within Minimum Term:**

The member may terminate this Agreement before the expiry of their minimum term (or payment amount) if all installments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request. The cancellation fee, if more than 6 months remaining on the minimum term of the Agreement, is \$195 and, if there is less than 6 months remaining on the minimum term of the Agreement, is \$145.

3. **Cancellations after completion of Minimum Term:**

There will be a period of notice of 30 days, unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full. Any installments/fees due at the date of termination (including installments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Goodlife and/or Debitsuccess. The Member shall not consider that this Agreement has been terminated until such

time as this is confirmed in writing to the Member by Debitsuccess (not more than 14 days after the termination date). Termination of this Agreement will also terminate the Direct Debit Request Authority.

4. **Ongoing Membership Agreements**

After the expiry of the minimum term or payments, and after all installments and fees due have been paid in full, should the box on the front of this Agreement requesting termination at minimum term be marked then this Agreement shall automatically terminate. Should the box on the front of this Agreement requesting termination after the minimum term not be marked, then this Agreement shall continue indefinitely until such time as the Member makes a request, after the expiry of the minimum term for it to terminate.

iii. Termination by Goodlife Health Clubs

1. Goodlife reserves the right to terminate this membership agreement in accordance with the following conditions:
 - a. Failure to abide by any of the criteria listed in the Conditions of Entry (posted in your Club) or the items listed in this agreement.
 - b. Action upon a complaint by either a Club member or an employee (or contractor) of Goodlife Health Clubs.

11. TRANSFER OF MEMBERSHIP BY THE MEMBER

A Goodlife 12 month direct debit membership, while within minimum term, may, at Goodlife's discretion, be transferred to a non-member for a fee of \$65.00. Transfers are subject to special criteria in addition to Goodlife's normal membership guidelines. The terms of the membership agreement and the Club that the membership is associated with remain unchanged.

12. DAMAGE & PERSONAL INJURY

To the extent permitted by law, Goodlife and Debitsuccess excludes any liability to the Member in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with this Membership Agreement and/or the services/products provided by Goodlife and/or Debitsuccess, and/or any act or omission of Goodlife and/or Debitsuccess.

13. SAFETY, MAINTENANCE & SERVICE DEMAND

From time to time Goodlife may be required to make changes to the operation of the premises, these may include:

- a. Changing the operating hours to suit demand.
- b. Changing the availability of facilities or services within the Club.
- c. Closing off part of the premises or equipment for maintenance or safety reasons.
- d. Changing Conditions of Entry or Club Rules.

Where this occurs Goodlife will provide reasonable notice on the Club notice boards and at reception.

14. SUSPENSION

Suspensions are available for a minimum period of two weeks and a maximum of four weeks per year. A suspension form must be completed in person at the Club at least 10 days before the period requested and cannot be back dated. A fee of \$5.00 per week applies to suspend your membership and is payable in advance on pre-paid memberships and non direct debit clients. Direct debit clients will have their suspension fees directly debited. Membership suspension fees do not contribute to the total minimum membership fee.

15. PAYMENTS BY DIRECT DEBIT

If paying by Direct Debit the Member agrees to pay the installment amount at the agreed payment frequency until this Agreement is terminated in

accordance with clause 10. Should there be any arrears in payments the Member authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

16. ADMINISTRATION FEE (DIRECT DEBIT)

If paying by Direct Debit, a one-off fee of \$79.00 is payable to Debitsuccess by the Member on signing of this Agreement. This fee is split, \$69 to Goodlife, \$10 to Debitsuccess.

17. PRIVACY

A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Goodlife or Debitsuccess to provide you with the services contemplated by this Agreement. Debitsuccess' Privacy Statement is to be found on its website www.debitsuccess.com. Goodlife's Privacy Statement can be obtained from its website www.goodlifehealthclubs.com.au.

18. DEBT COLLECTION AGENCIES

If paying by Direct Debit, upon default by the Member in regard to any obligation under this Agreement and failure to remedy the default after notification by Debitsuccess, the Member authorises Debitsuccess to notify any debt collection agency of the default. Should this occur then at Debitsuccess' sole discretion it may terminate the Agreement at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full. The Member authorises Debitsuccess to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being Debitsuccess' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

19. INCREASE IN FEES

If paying by Direct Debit, Goodlife may at any time AFTER the end of the minimum term, upon sending written notice to the Member's last known address and giving 14 days notice, increase the installment amount. If the Member wishes to terminate this Agreement as a result of the increase in the installment amount, the Member must notify Goodlife / Debitsuccess in writing within 14 days of the date of the written notice sent by Goodlife / Debitsuccess. The Agreement will be terminated upon

receipt of this notice. If the Member does not notify Goodlife / Debitsuccess of its intention to terminate this Agreement within such specified time period, then this Agreement will remain in force and the increase in the installment amount will be deemed to be accepted by the Member.

20. ENTIRE AGREEMENT

This Agreement, and the DDR Service Agreement (if paying by Direct Debit) constitute the entire agreement, understanding and arrangement (express and implied) between the Member, Goodlife and Debitsuccess relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.



The issuer of the billing service is Debitsuccess Pty Ltd (ABN 32 095 551581). Debitsuccess is an Authorised Representative (AR 407894) of Transaction Services Holdings Limited (AFSL 338256).

NEW SOUTH WALES

If this agreement relates to membership at Goodlife 1 Shelley Street:

- a. Change in Macquarie Employee Employment Terms - Upon one week's notice and written request from Macquarie HR stating that the member has changed employment locations or terminated their employment with Macquarie, you will not be required to pay the remaining balance of the minimum membership fee or any cancellation fees.

VICTORIA

Clause 14: ***Warning under the Fair Trading Act 1999***

- a. *If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.*

NOTE: *The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.*

- b. *Under the provisions of the Fair Trading Act 1999 several conditions are implied into Membership Agreements for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are*
 - *rendered with due care and skill; and*
 - *as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and*
 - *reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.*

Under section 32N of the Fair Trading Act 1999, the supplier is

entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: *The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.*

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HEALTH CLUBS

WESTERN AUSTRALIA

This agreement is subject to a 48 hour cooling off period, however in line with clause 10(a) Goodlife Health Clubs offers a 10 day cooling off period.

Clause 10 b. ii. 4 is presented as follows:

In accordance with Clauses 10 b. ii. 1-4, the Member may terminate this Agreement before the expiry of the minimum term or payments only if all the installments and fees due up to the date of the expiry of the minimum term are paid. After the expiry of the minimum term or payments, and after all installments and fees due have been paid in full, should the box on the front of this Agreement requesting termination at minimum term be marked then this Agreement shall automatically terminate.

Should the box on the front of this Agreement requesting termination after the minimum term not be marked, then this is an ongoing membership agreement.

The Agreement will continue until either you or the supplier terminates it in the way described in the Agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or your fitness centre cancels the arrangement by notifying your bank or credit provider. If you terminate the Agreement or stop the automatic debit arrangement in a manner not described in the Agreement, then you may be liable to the fitness centre for damages for breach of contract. Any

installments/fees due at the date of termination (including installments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Goodlife and/or Debitsuccess. The Member shall not consider that this Agreement has been terminated until such time as this is confirmed in writing to the Member by Debitsuccess (not more than 14 days after the termination date). Termination of this Agreement will also terminate the Direct Debit Request Authority.