

Goodlife.

HEALTH CLUBS

Terms & Conditions

Members who joined before 1 July 2012

TERMS AND CONDITIONS OF THE GOODLIFE HEALTH CLUB/DEBITSUCCESS AGREEMENT

Welcome to Goodlife Health Clubs. Before signing your Goodlife Membership Agreement please take the time to read the following terms and conditions of your membership. 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 instalments 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. 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 on our database. All 'guest visitors' to Goodlife Health Clubs are required to present photo identification upon every visit.

4. 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.

5. TOWELS

The rule "no towel, no workout" applies here. Towels must be used 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 deposit is required).

6. CHILDREN

Children under 14 years of age who are not members of Goodlife are not allowed anywhere within our club except for child minding facilities during normal supervised child minding hours.

7. USE OF EQUIPMENT

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 your set. This rule applies to equipment also used in Group Fitness classes (steps, mats, pump bars, etc).

8. 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.

9. 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.

10. POOL USE

Normal pool safety rules apply (ie. No running, jumping or dive bombing etc) and full details are posted on each club's pool deck.

11. 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. A fitness training program every 12 weeks (One hour initial program, followed by a 30 minute session every 12 weeks).
- v. Where applicable, use the other facilities including pool, steam and sauna facilities.
- vi. Where applicable, use squash, tennis and volleyball facilities where additional fees may apply.

b. OBLIGATIONS

Membership at Goodlife Health Clubs requires you to:

- i. Comply with all club rules.
- ii. Pay all agreed fees, ensure sufficient fees are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- iii. Inform us in advance if there is any risk to your health if you participate in fitness services.
- iv. 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 enquiry 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 11 by providing you with one month advance written notice of any changes.

12. CANCELLATION / TERMINATION

This agreement is subject to a cooling off period (see Schedule entitled Specific and State Based Conditions). A cancellation request should be directed to your Goodlife Health Club.

a. During Cooling Off Period:

In accordance with the Schedule entitled Specific and State based conditions your membership is subject to a cooling off period 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 the signing the membership agreement.
- ii. Goodlife must receive a payment of \$75.00 to cover administration costs.
- 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 request for termination 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. Payment of 10% of the minimum membership fee or \$75.00 (whichever is less)
- ii. Termination for any reason (other than Clause 12 b. i. above)
 1. Goodlife requires that a Resignation Request Card/Form be completed.
 2. Goodlife requires that the remaining balance of the minimum membership fee be paid to the club in a one off payment as full and final settlement. (plus any outstanding fees owed to Debtsuccess).
 3. The Minimum Membership Fee amount is written on the front of this contract.

4. In accordance with Clauses 12 b. i. 1-3, the Member may terminate this Agreement before the expiry of the minimum term or payments only if all the instalments 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 instalments 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. Any instalments/fees due at the date of termination (including instalments/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.
- 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 Rules of Use.
 - b. Action upon a complaint by either a club member or an employee (or contractor) of Goodlife Health Clubs.
 - iv. Termination of your membership once you have met the Minimum Membership Fee obligation. You must:
 1. Complete a Goodlife Health Club Resignation Request Card/Form.
 2. Finalise any outstanding membership and/or collection fees.
 3. Without exception, all final debits will consist of no less than the normal debit amount
 4. In accordance with Clauses 12 b. iv. 1-3, there will be a period of notice of 30 days unless otherwise specified by the Club between the date of request and the date of actual termination during which any

payments due must still be paid in full. In the event that payments are being made by Direct Debit, the Member should contact Debitsuccess if they have not received written confirmation of the termination within the 30 day period. 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.

13. TRANSFER OF MEMBERSHIP BY THE MEMBER

A Goodlife 12 month direct debit membership, while within minimum term, may be transferred to a non-member for a fee of \$50.00. Transfers are subject to special criteria in addition to Goodlife's normal membership guidelines.

14. 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.

15. SUSPENSION

Suspensions are available for a minimum period of 2 weeks and a maximum of 4 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 \$4.00 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.

16. PAYMENTS BY DIRECT DEBIT

If paying by Direct Debit the Member agrees to pay the instalment amount at the agreed payment frequency until this Agreement is terminated in accordance with clause 12 above. 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.

17. ADMINISTRATION FEE (DIRECT DEBIT)

If paying by Direct Debit, a one-off fee of \$49.00 is payable to Debitsuccess by the Member on signing of this Agreement. This fee is split, \$39 to Goodlife, \$10 to Debitsuccess.

18. 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 its website www.glhc.com.au.

19. CREDIT/DEBT REPORTING 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/credit reporting 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.

20. INCREASE IN FEES

If paying by Direct Debit, Goodlife / Debitsuccess 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 instalment amount. If the Member wishes to terminate this Agreement as a result of the increase in the instalment 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 instalment amount will be deemed to be accepted by the Member.

21. 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.

SCHEDULE – SPECIFIC AND STATE BASED CONDITIONS

NEW SOUTH WALES

Clause 12: In accordance with NSW Fair Trading (Health and Fitness Industry Code of Practice) your membership is subject to a 7 day cooling off period

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

- a. Membership entitles reasonable access to all other Goodlife Health Clubs at any time excluding Goodlife 1 Martin Place, Sydney which may only be used on weekends.
- b. Change in Macquarie 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.
- c. Clause 10 does not apply

QUEENSLAND

Clause 12: In accordance with QLD Fair Trading (Health and Fitness Industry Code of Practice) your membership is subject to a 48 hour cooling off period

SOUTH AUSTRALIA

Clause 12: In accordance with SA Fair Trading (Health and Fitness Industry Code of Practice) your membership is subject to a 72 hour cooling off period

Goodlife.
HEALTH CLUBS

VICTORIA

Clause 12: In accordance with the Fitness Victoria Business Member Code of Practice your membership is subject to a 7 day cooling off period

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.*

WESTERN AUSTRALIA

Clause 12: In accordance with WA Fair Trading (Fitness Industry Code of Practice) your membership is subject to a 72 hour cooling off period

Clause 12 b. ii. 4 is presented as follows:

In accordance with Clauses 12 b. i. 1-3, the Member may terminate this Agreement before the expiry of the minimum term or payments only if all the instalments 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 instalments 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 debt 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 instalments/fees due at the date of termination (including instalments/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.