

1. TERMS AND CONDITIONS

1.1 These are the Terms and Conditions on which Western Suburbs (N'Cle) Leagues Club Limited ABN 24 000 973 919 trading as Balance Collective (and hereafter referred to as Balance Collective) is willing to offer membership to the Member. Any variation to these Terms and Conditions must be in writing and signed by our authorised officer.

1.2 THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE THAT YOU READ IT CAREFULLY. THESE TERMS AND CONDITIONS FORM PART OF YOUR MEMBERSHIP, WHICH IS A LEGAL AND BINDING CONTRACT BETWEEN BALANCE COLLECTIVE AND THE MEMBER.

2. MEMBERSHIP CARD

- 2.1 Photo Identification must be provided by a Member to obtain membership, and a photo will be taken upon joining for database records only.
- 2.2 A current membership card or fob must be presented to Balance Collective reception upon every visit to gain entry.
- 2.3 Should a membership card or fob be lost, misplaced or stolen, the Member must advise Balance Collective as soon as possible.
- 2.4 Replacement cards or fobs are available from Balance Collective reception at a cost of \$2.00 (or other amount as determined by Balance Collective from time to time).
- 2.5 If a Member allows their membership card or fob to be used by another person for the purpose of obtaining admission, the person to whom the membership card or fob was issued forfeits all claims and rights to the membership card or fob and ceases to be a Member. In these circumstances, the membership card or fob will be immediately retained by a representative of Balance Collective and the Plan will be immediately cancelled (for which there are no refunds on unused portions of membership fees already paid).

3. RELEASE FROM MEMBERSHIP

- 3.1 If a Member wishes to terminate their membership, they must give Balance Collective at least 30 days' written notice, which will commence on receipt of the notice. Notice must be given online and in writing at membership@balancecollective.com.au
- 3.2 Membership fees will be charged during the notice period. Any unused membership fees already paid for beyond the notice period will be refunded by Balance Collective to the Member.

4. IMMEDIATE RELEASE FOR MEDICAL REASONS

The Member may request an immediate termination of their membership for legitimate medical reasons. In that event, the Member must give Balance Collective notice online and in writing at membership@balancecollective.com.au and provide supporting documentation that to Balance Collective's reasonable satisfaction demonstrates medical incapacity. The termination of membership will commence on receipt of the notice and satisfactory supporting documentation. In that event, the Member will be charged membership fees for the period up to and including the date of release. Any unused membership fees already paid for beyond the date of release will be refunded by Balance Collective to the Member.

5. HEALTH CLUB RULES

- 5.1 Use of the facilities of Balance Collective is subject to abiding by the Health Club Rules which are available at balancecollective.com.au or the Member may request a copy from Balance Collective reception.
- 5.2 The Member agrees they have read and understood and will abide by the Health Club Rules.
- 5.3 Failure to comply with the Health Club Rules may result in Balance Collective asking the Member to leave the premises, refusing the Member access to the premises, or termination of membership (for which there are no refunds on unused portions of membership fees already paid).

6. PAYMENT OF FEES

- 6.1 Payment will be deducted from the Member's nominated account on the 1st business day of each month.
- 6.2 In the event of a direct debit rejection, a direct debit rejection fee of \$10.00 will be charged to the Member's account (or such other amount as determined by Balance Collective from time to time).
- 6.3 Fees will continue to be debited from the Member's account until the Member or Balance Collective cancel the Plan in line with these Terms and Conditions.

6.4 If at any time the Member's membership fees are overdue Balance Collective may terminate the Member's membership with immediate effect.

6.5 Balance Collective will give the Member at least 14 days' notice in writing, if any change to the direct debit arrangement is made. The notice will set out the relevant change.

6.6 If a Member wishes to make changes to the direct debit arrangement, the Member must contact Balance Collective by phone, in person, or in writing. All enquiries should be direct to Balance Collective rather than the Member's financial institution, and these should be made at least 7 days prior to the next scheduled drawing date. All communication addressed to Balance Collective should include the Member's full name and membership number. All personal customer information held by Balance Collective will be kept confidential except that information provided to Balance Collective's financial institution to initiate the drawing to the nominated account.

6.7 It is the Members' responsibility to ensure that:

- (a) the nominated account can accept direct debits (the financial institution can confirm this).
- (b) on the drawing date there is sufficient cleared funds in the nominated account.
- (c) that the Member advises Balance Collective if the nominated account is transferred or closed.

6.8 If the drawing is returned or dishonoured by a financial institution, a Direct Debit Request may be cancelled. Any transaction fees payable by Balance Collective in respect of the above will be added to the Member's next scheduled drawing amount.

7. ONGOING CONCESSION RATE ELIGIBILITY

Valid concession card holders are entitled to a 25% discount on membership fees for base rates (gym or swim) included in the Plan. The discount does not apply to extras. The discount is available to any persons holding a current Government-issued Seniors Card, Pensioner Concession Card or full-time Student Card and recipients of the disability support pension. At the time of signing up to the Plan, the Member must provide proof of concession with a minimum 12-month validity. The Member must provide updated proof of concession every 12 months to continue to be eligible to receive the discount.

8. MEMBERSHIP PRICE INCREASE

Balance Collective reserves the right at any time to increase the membership fees to be charged by providing at least 30 days' notice in writing. Following such notice, the Member authorises Balance Collective to increase any direct debits from the Member's nominated account.

9. PAUSE

- 9.1 A Member may choose to pause their membership at any time by giving notice online and in writing at membership@balancecollective.com.au
- 9.2 The pause will commence on the later of the nominated pause start date and receipt of the notice. The pause will fall away on the nominated pause end date. The Member will not be charged membership fees for the nominated pause period, being from the pause start date to the pause end date (inclusive). The pause period is for a minimum of 2 weeks and a maximum of 12 months, and the membership will automatically re-start after 12 months of pause.

10. CHANGE OF DETAILS

It is the responsibility of the Member to inform Balance Collective of any changes to the Member's personal details that are relevant to the Plan or membership.

11. CONTRACTORS

Third parties may provide services at Balance Collective. The Member must pay a third party the fees for goods or services which the third party supplies to the Member. Balance Collective takes no responsibility for the fees paid to third parties or for any of the goods or services supplied by third parties.

12. DISCLOSURE OF PHYSICAL CONDITION

12.1 Members are required to truthfully complete the Pre-Exercise Questionnaire & General Exercise History Form before using our facilities and agree to the Privacy Collection Statement contained therein.

12.2 The Member agrees to disclose to Balance Collective all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility Balance Collective provided to the Member as part of the Member's membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information and recommendations provided by the Member's medical practitioner or allied health practitioner, or both.

13. PRIVACY STATEMENT AND ACKNOWLEDGEMENT

13.1 During the process of applying for membership and during the term of the membership, Balance Collective will obtain, access and store the Member's personal information. Balance Collective will only use, disclose or deal with such information in accordance with the Privacy Collection Statement and Privacy Policy. A full copy of the Privacy Policy is available at balancecollective.com.au or the Member can request a copy from Balance Collective reception. A copy of the Privacy Collection Statement is contained within the Pre-Exercise Questionnaire & General Exercise History Form.

13.2 Individuals whose membership is paid for by their employer or purchased through a fitness agent consents to Balance Collective disclosing information pertinent to the Member's membership with that employer or fitness agent.

14. VARIATION

Balance Collective reserves the right to alter these Terms and Conditions or the Health Club Rules at any time with 30 days' written notice.

15. RESPONSIBILITY FOR DAMAGE

15.1 The Member acknowledges and agrees that they are solely responsible for any damage the Member may cause to Balance Collective, its facilities, services, products or equipment, if such damage is caused by the Member's act, omission, default or negligence.

15.2 The Member acknowledges and agrees that they are solely responsible for any personal property they bring into Balance Collective's facilities, and Balance Collective excludes all liability for any loss or damage (including theft) of the Member's personal property.

16. MEMBER'S RESPONSIBILITY FOR RISK

16.1 The Member has been informed that the gymnasiums, facilities and equipment owned and operated by Balance Collective operate on a 24/7 basis and will not be attended by Balance Collective's staff between the hours as set by Balance Collective from time to time. Hours are subject to change at the discretion of Balance Collective.

16.2 The Member acknowledges and agrees that they are aware that the use of the premises and its facilities and their participation in the classes and programs conducted by Balance Collective may involve strenuous activity and risk (special or otherwise) associated with such use and participation, and that such use (including use of facilities that are unattended by Balance Collective's staff) and participation is at the Member's own risk.

16.3 Without limiting the scope of the acknowledgment and agreement in the preceding subclause, the Member acknowledges they have been warned that they may suffer injuries of a severe nature including death, broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of the type of training exercises, the use of equipment, interaction with other participants or other activities associated with use of the gym facilities and equipment.

16.4 The Member releases Balance Collective from all claims and all liability arising from any negligent act or omission by Balance Collective or any of its officers, employees, contractors or agents (Staff) in connection with the Member's use of Balance Collective's facilities.

16.5 The Member and Balance Collective agree that, to the extent that the Member's use of Balance Collective's facilities constitute provision of "recreational services" (as defined in 139A(2) of the Competition and Consumer Act 2010 (Cth)) to the Member, the consumer guarantees found in Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law do not apply to Balance Collective's provision of those services, but only to the extent necessary to exclude any liability that Balance Collective or its Staff would have to the Member for a breach of the relevant consumer guarantees that results in:

- (a) death of the Member; or
- (b) a physical or mental injury in respect of the Member (including the aggravation, acceleration or recurrence of such an injury); or
- (c) the contraction, aggravation or acceleration of a disease in respect of the Member; or
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to the Member:

(i) that is or may be harmful or disadvantageous to the Member or the community; or

(ii) that may result in harm or disadvantage to the Member or the community.

16.6 Balance Collective excludes all warranties and guarantees except for those:

- (a) expressly given by Balance Collective in these Terms and Conditions; and
- (b) any consumer guarantees which apply under the Australian Consumer Law which have not been excluded by clause 16.5.

16.7 The Member is aware of their rights to obtain independent legal advice before signing these Terms and Conditions.