

TERMS & CONDITIONS

Welcome to Atmosphere Health + Fitness ABN 99 622 171 724 (referred to as Atmosphere, we, our or us) terms and conditions of use. Before signing your membership agreement please read the points set out below and only sign the membership agreement if you agree with said terms and conditions. Atmosphere is a member of Fitness Australia and therefore abides by the Fitness Industry Code of Practice.

Starting Your Membership

Your membership is deemed to have commenced when we receive your completed and signed:

Membership Application Form

Direct Debit Form

Health Check Questionnaire

Payment for start-up pack listed on your membership application has been received.

If your membership starts in the middle of a fortnightly billing period you will be billed pro-rata up to the start of the next fortnightly billing period. Your membership is billed in advance fortnightly by direct debit from either your bank account or credit card account.

Your membership will automatically renew each fortnight on the receipt of your direct debit payment.

Membership Conditions

Atmosphere offers a 7-day cooling off period from the date that you sign the agreement. Any membership fees paid together with the cost of services provided, and the administration fee are non-refundable.

On the date you sign your membership agreement you are promising that you are in good physical condition and you are not aware of any medical reason as to why you cannot do any exercise. Our staff are not qualified to assess if you are in good physical condition and if you have any doubts, we urge you to seek expert advice before starting any exercise programme.

It is the member's responsibility to inform us of any changes to their contact details and direct debit details in writing within 72 hours of these details changing. Atmosphere cannot be held responsible for any issues arising from a member's failure to notify us of said changes.

Concessional memberships such as Teen Fit, Forever Fit and Student memberships are required to produce proof of age. Once Teen Fit and Student members move over the maximum age, the membership will be converted to an Active Fit membership automatically. This includes those in a minimum term membership

Other Requirements

Teen Fit and Forever Fit memberships require documentation of proof of age prior to processing.

Student memberships require proof of enrolment and proof of age prior to processing.

Teen Fit and Forever Fit memberships are not applicable at Atmosphere Signature.

Active Fit members that qualify for Forever Fit memberships must request in writing that their membership be converted to Forever Fit membership.

The change of membership type will take effect from the start date of the next fortnightly direct debit billing period. Changes cannot be made retrospectively.

Teen Fit members must have a parent or guardian sign their membership agreement and health check questionnaire.

Members under the age of 16 must be in the company of an adult or in supervised activity whilst using Atmosphere.

Members must be of age 16 to attend Atmosphere Signature.

Family memberships consist of a minimum of four immediate family members and must be linked to an Active Fit or Forever Fit member. All memberships will be debited from the account nominated on the primary member's direct debit authority.

If any family member cancels his/her membership then all remaining members will be converted to the applicable single membership.

The cancelling family member will be bound by the terms of cancellation set out below under 'Membership Cancellation – Cancellation by Member'.

All members will be issued with a Wellness key to access the club. This is for members use only and cannot be used by a third party. Any member found giving their Wellness key to a 3rd party will have their membership suspended. A fee will be charged to replace all lost or stolen Wellness keys. The Wellness Key remains the property of Atmosphere.

Payments

Direct Debits

Direct debits will be charged fortnightly in advance every 2nd Thursday as set out in your membership agreement. All direct debits are pre-set to the same date for every member and if such date falls on a public holiday the direct debit will be charged on the prior business day. Also please note direct debits may take up to 5 days to come out of your account.

Credit cards may attract a surcharge which will be added to your fortnightly direct debit.

Members must ensure that:

Details given are correct. Any direct debits which are rejected due to incorrect details or failure to notify of changes or insufficient funds will be charged a fee which will be added to the member's outstanding account balance.

Any changes must be submitted in writing at least 72 hours prior to the next direct debit billing date.

If your fees are not fully up to date you can pay these through the online member portal by logging into your account. Atmosphere reserves the right to suspend your club access until your payments are up to date. If you have further outstanding debts Atmosphere will continue to debit your account until all outstanding fees are up to date. We may use a third party to assist in the collection of outstanding fees.

The cost of any defaulted payments will be charged to the member together with an administration fee per default.

Promotions

From time to time, Atmosphere may offer promotions on memberships. Terms and conditions specific to each promotion are applicable and available on Atmosphere's website. All promotion terms and conditions are supplementary to and apply in conjunction with, these terms and conditions. By agreeing to these terms and conditions, you are also agreeing to the terms and conditions applicable to any promotion that you qualify for and receive.

Atmosphere Health + Fitness Membership Commitment Type

12 Month Direct Debit

Minimum Term: 26 Fortnightly Direct Debits
Rolling Contract: Yes
Expiry Date: Ongoing

24 Month Direct Debit

Minimum Term: 52 Fortnightly Direct Debits
Rolling Contract: Yes
Expiry Date: Ongoing

Atmosphere Signature Membership Commitment Type

3 Month Direct Debit

Minimum Term: 6 Fortnightly Direct Debits
Rolling Contract: Yes
Expiry Date: Ongoing

12 Month Direct Debit

Minimum Term: 26 Fortnightly Direct Debits
Rolling Contract: Yes
Expiry Date: Ongoing

24 Month Direct Debit

Minimum Term: 52 Fortnightly Direct Debits
Rolling Contract: Yes
Expiry Date: Ongoing

Rolling Contract

The post minimum term contract will run fortnight to fortnight until you cancel it.

Transferring Memberships

You can transfer your membership to another person (transferee) within the minimum term of your membership as long as the transferee:

- is not a current member
- has not been a member in the last 3 months
- completes the new membership sign-up process and pays a transfer fee equivalent to the start-up fee
- is eligible to take up your membership (for instance, you cannot transfer a corporate or concession membership to someone who would not qualify for that membership).
- has not previously been banned by Atmosphere or failed to pay membership fees.

The transfer is effective only after the transferee has completed the sign-up process.

We do not allow transfers once you have completed your minimum term. You also cannot transfer foundation, family or friends' memberships.

Membership Hold

Your membership must be financial to place it on hold. Memberships can be put on hold for up to a period of 4 weeks per year, with a minimum of 7 days. Hold requests less than 7 days will not be accepted. The time available to hold your membership will renew on your anniversary date each year. Members must place their membership on hold through the online member portal by logging into their account. If you wish to return to the club early you must remove the hold from your membership through the online member portal. Memberships cannot be held retrospectively.

You may apply for an extension up to 26 weeks, inclusive of the 4 weeks free, at \$5 per week for travel, medical or financial reasons. However, the request must be in writing and we must be satisfied by your supporting documents, such as, a certificate from a specialist medical practitioner stating you are unable to exercise. You will not be charged for appropriately documented requests, pertaining to medical reasons or bankruptcy. All extended holds will be applied and charged in 7-day intervals.

Please note that if you are within your minimum term, any time holds are not classified as a full payment toward your contract.

The term of the membership will be extended by a period equivalent to the length of the hold.

Membership Cancellation

Cancellation by Atmosphere

Atmosphere may at any time terminate your membership in writing if:

A serious breach of the terms and conditions is committed.

If Atmosphere has given you notice that a serious breach has been committed and you have not remedied the breach within 14 days of receiving the notice.

Membership dues are outstanding in excess of 4 weeks.

If membership is terminated due to excessive outstanding fees inside the minimum term, a cancellation fee equivalent to \$150 plus one third of the membership fees remaining in the contract term will be applied.

If membership is terminated for any of these reasons we may take steps to recover any reasonable costs which are incurred as a result of your breach and all outstanding membership fees payable. We may use a third party to assist in the collection of outstanding fees.

Cancellation by Member after the minimum commitment term

The membership must be active and financial to request a cancellation.

Once the minimum commitment term has expired, a member may cancel their membership by completing a cancellation form in club, or by requesting the cancellation via email. A cancellation fee equivalent to two (2) direct debits is payable. The cancellation fee must be paid at the time of submission of the cancellation for the cancellation to be processed.

Cancellation by Member inside the minimum commitment term

The membership must be active and financial to request a cancellation.

A member may cancel their membership inside the minimum commitment term by completing a cancellation form in club or by requesting the cancellation via email. This will incur a cancellation fee of \$150 plus one third of the membership fees remaining in the minimum commitment term. The cancellation fee must be paid at the time of submission of the cancellation for the cancellation to be processed.

Cancellation by Member inside the minimum commitment term without paying out the term

Cancellations due to serious illness or permanent physical incapacity must be in writing and will only be considered upon presentation of a letter from a specialist medical practitioner, currently practicing in a field relevant to your condition or illness, outlining specifically how your condition prevents you from using the Club for the duration of your minimum term.

Cancellations due to relocation outside 50km from Atmosphere must be in writing and will require proof of relocation i.e. Letter from your real estate agent, utility bill, land line phone bill. If none of the aforementioned documents are available to you, a Statutory Declaration signed by a JP can be submitted and will be considered by Management on a case by case basis.

Once the cancellation has been accepted, a member may cancel their membership by completing a cancellation form in club or by requesting the cancellation via email. The remaining contract fees will be waived in this case, however the cancellation fee of \$150 is still payable. The cancellation fee must be paid at the time of submission of the cancellation for the cancellation to be processed.

If a member returns to a paid membership within 12 months of cancelling they will not incur any additional start-up costs.

Privacy

Your membership gives us access to information about you, such as your contact details and health situation. We will only use, or disclose this information in line with our privacy policy, which is available on our website.

For the marketing of Atmosphere we may film or photograph within the club. During the course of this marketing you may appear in some advertising material. By signing your membership form you are giving Atmosphere permission to use this material at the discretion of Atmosphere.

Filming or taking photos within the club is prohibited unless written permission first had and received is obtained from the management of Atmosphere and from other individuals that are appearing in the photos.

Uploading material to any form of social media taken on Atmosphere premises is prohibited unless written permission first had and received is obtained from the management of Atmosphere and any other individuals that are appearing in the material.

Health & Safety

Atmosphere is committed to providing an environment where members are not exposed to hazards arising from the use and abuse of alcohol and illegal substances.

Atmosphere reserves the right to refuse entry to any member suspected of being under the influence of alcohol or illegal substances.

The sale use or supply of any illegal substances within the club is strictly prohibited and any member suspected of doing so will have their membership terminated and no refund will be available for any membership fees paid in advance.

Our managers have the right to refuse admission, ask you to leave the premises or exclude you in the future from Atmosphere at their absolute discretion. Such action may be taken where you fail to observe any of the terms and conditions or where appropriate in the reasonable opinion of the Club Manager. If you are excluded

from future use of Atmosphere, your membership will be terminated. You will not receive a refund of any fees paid for in connection with your membership.

Smoking is prohibited in all areas of Active Grounds.

Liability

It is the member's responsibility to use facilities and equipment as directed. Members must adhere to all signs and directions from Atmosphere staff. Members will be responsible for any damage that is caused through a wilful act or negligence.

Wet areas are unsupervised and members use them at their own risk.

Children must be supervised at all times and in the care of a responsible adult.

Lockers are provided for the use of members whilst they are in the club. Atmosphere does not accept any responsibility for any loss or damage to your belongings whilst in the club. We strongly urge you not to bring valuables into the club. Any belongings left in the lockers overnight will be removed and kept at the club. All unclaimed items will be donated to charity on the last day of each month.

Suitable clothing and footwear must be worn in exercise areas. Members will be asked to remove clothing with offensive language or images or inappropriate advertising. Members must use a clean towel in all areas of the Club including the sauna.

Members park on the Active Grounds premises at their own risk. Atmosphere is not liable for any loss or damage to your vehicle or its contents.

The member acknowledges and agrees that the activities organised or conducted by Atmosphere Health + Fitness ABN 99 622 171 724 has inherent dangers and risks including a risk of injury to the Member.

The Member further acknowledges and agrees that due to the nature of the activities available by participation in the membership with Atmosphere it would be unreasonable for Atmosphere to be in any way responsible for any injury to or death of the Member and, the Member hereby, to the full extent permitted by law, waives all of his or her legal rights of action against and fully releases Atmosphere for any loss, damages, injury or death howsoever arising out of, or in relation to, the participation by the Member in the activities conducted or organised by Atmosphere including, without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on behalf of Atmosphere, its office bearers, directors, servants, employees or agents.

The Member further acknowledges and agrees that he or she has agreed to undertake the activities offered by Atmosphere freely, voluntarily and absolutely at his or her own risk and with a full appreciation of the nature and extent of all and any risks involved in the said activities

This waiver shall bind the Member and his or her heirs, executors and legal personal representatives.

The Member acknowledges by the execution of the Membership Agreement that he or she understands the waiver of legal rights as agreed in the Membership Agreement.

Health Conditions Agreement

By signing below I agree to the Atmosphere Health + Fitness Club terms and conditions and I acknowledge that Atmosphere does not accept liability for any activities offered. I understand with full appreciation the nature of the risks involved in participating in exercise and/or physical activity and undertake them voluntarily given the knowledge of my health and taking into account any medical advice I have received. I can confirm that I do not have any of the health conditions listed below and do not have any health condition that could affect my ability to use Atmosphere safely:

- a) Heart Condition
- b) Experienced chest pain during physical activity
- c) Suffered a stroke
- d) Taking blood pressure medication
- e) Ever felt faint or dizzy while exercising
- f) Had an asthma attack that required medical attention in the last 12 months
- g) Bone or joint problems that could be aggravated by exercise
- h) Any medical conditions that may make it dangerous for you to participate in physical activity

Alternately, if I have, or have had previously, any of the above conditions, I agree to provide a clearance from a medical practitioner, stating that it is safe for me to participate in physical activity under the strict guidance of said health practitioner.

Club Policies

Club policies apply to everyone using the facilities and services. These are displayed on the Atmosphere website. Club policies form part of this Agreement so you must make sure you read, understand and follow them at all times. If you break any of the Club Policies, 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 Policies 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.

Changes to these Terms

We reserve the right to make reasonable amendments to these terms & conditions, membership types or fees and charges at any time. We will give you at least 14 days' notice by emailing you, or writing to you at the contact address we have on our records to tell you that changes are being made and that you may see the amended terms & conditions at our website or at the Club.

By signing below, you agree to be bound by this Agreement and you consent to the terms and conditions within it.

Do not sign below until you have read these Terms and the other documents listed under the paragraph "Starting Your Membership". If there is anything you do not understand, please ask us for an explanation before you sign.

Name of Member _____

Signed (Member) _____

Date _____

If you are under 18, a parent or guardian will need to sign below to give their permission for you to become a club member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to say they accept these Terms and the Club Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with unless they authorise another person (including you).

Name of Member under 18 _____

Name of Parent/Guardian _____

Signed (Parent/Guardian) _____

Date _____