



WORLD FITNESS
— **CARTEL** —

MEMBERSHIP TERMS AND CONDITIONS

1. Commence Your Journey To Success

As a member of World Fitness Cartel (henceforth referred to as WFC) you will enjoy access to a range of training and facilities all under one roof. Outlined below is a summary of WFC memberships, the access level, minimum term contracts and expiry.

1.1 Definitions

GYM:

The premises that WFC carry out services where members come to participate in fitness related recreational activities. Security accessed 24/7.

FITNESS CLASS:

Classes instructor by a WFC coach or trainer for fitness

MARTIAL ARTS CLASS:

Boxing, Kickboxing, Muay Thai, Brazilian Jiu Jitsu classes where a specific martial art is being taught.

CARTEL CUBS:

Martial arts kids program for 6-11 year olds

TIGER TEENS:

Martial arts teen program for 12-17 year olds

WE, US, OUR, THE COMPANY:

KRH Global Pty Ltd trading as World Fitness Cartel and/or it's owners and employees

YOU, YOUR, YOU'RE, MEMBER:

All terms which indicate a person reading, signing and/or agreeing to these terms and conditions; The person named on the membership agreement or parent/guardian.

CLUB:

The premises that WFC carry out services where members come to participate in fitness related recreational activities.

EZIDEBITS:

WFC payment provider which processes all direct debit and upfront retail payments

CONTRACT, MEMBERSHIP AGREEMENT:

Signed and binding Membership Agreement between you and WFC

MINIMUM TERM CONTRACT:

Membership agreement between you and WFC that has a minimum term (usually 6, 12 or 18 months) for membership and payment associated with it.

1.2 Becoming A Member

Membership Agreement

A membership agreement will be created between you and The Company. The membership agreement contains information on the membership type, minimum term, direct debit frequency and amounts. The agreement is signed by you or a parent or guardian if under the age of 18 and commences once we have accepted the signed agreement.

Change of mind policy on new memberships

If you decide that WFC is not going to suit your lifestyle you have 7 days from the date you sign your initial agreement or, with a new club, from its grand opening date. To cancel your membership refer to 2.8 below. We will then cancel your agreement and refund any payment on a pro-rata basis, less your joining fee and door access card payment. This is only applicable for new 12 or 18 month contract membership agreements or 12 month upfront memberships.

Pre-exercise questionnaire

All members will be required to fill in and sign a pre-exercise questionnaire detailing any previous or current medical conditions, exercise history, goals, emergency contacts and a disclaimer.

Your health

In becoming a member you represent that you are in good physical condition and have no medical reason or impairment that might prevent you from the intended use of our facilities. You acknowledge that we cannot provide any medical advice and if you have any health or medical concerns now or after you join, you will discuss them with your doctor prior to using the facilities. You also acknowledge to advise us if your health or medical condition changes after you join. We may choose to refuse membership agreement until your doctor agrees in writing that you are fit to exercise or provide us proof that you have received medical advice on an appropriate exercise program. To mitigate risk and ensure you correctly operate or use any of our services, products, facilities or equipment you are required to undertake an instructional consultation with a member of our staff before use. I understand that an initial introduction to the club facilities is a requirement prior to using the club facilities.

Age requirements

You must be at least 6 years old to participate in the Cartel Cubs martial arts classes and a minimum age of 14 to become a Gym member. If you are under 18 a parent or guardian must sign your membership agreement and pre-exercise questionnaire.

For Gym members under 16 you may not do unsupervised resistance training or take part in group classes that use weights. A parent, guardian or qualified staff member must supervise your training.

For Gym members aged 16–17, a parent or guardian must co-sign your membership agreement and pre-exercise questionnaire. However, once a qualified staff member has assessed your pre-exercise questionnaire and prepared an exercise program and guided you through it you may then do unsupervised resistance training.

Members Induction

To mitigate risk and ensure you correctly operate or use any of our services, products, facilities or equipment you are required to undertake an instructional consultation with a member of our staff before use. I understand that an initial introduction to the club facilities is a requirement prior to using the club facilities.

1.3 What Are The Fees

Membership fees will vary from club to club as opening specials are sometimes offered as well as other promotional offers. Membership fees can be discussed with a staff member directly at the club. Membership prices and fees take into account Public Holidays, Easter, Christmas and New Year holidays when classes do not run.

Joining fee

All new members will need to pay a joining fee which is listed in your membership agreement and is not refundable even under the 7 day change of mind policy.

Door access fee

All new members will need to purchase a door access card to gain secure entry to the club, access to different areas of the club and to scan in for any classes.

Replacement door access card fee

The replacement cost of a lost or damaged door access card is \$25.

1.4 Class Bookings And Limitations

Memberships packages that include martial arts or fitness classes require bookings and class limitations apply. You are required to book your classes via the World Fitness Cartel App in order to train in a certain class. Penalties apply for no-shows/non-attendance without cancelling a booking within a reasonable time frame. Please see staff for more information.

We endeavour to ensure that WFC classes and equipment are available during advertised opening hours. However, on occasion, due to circumstance beyond our control, classes or equipment may become full, unavailable or no longer offered. We also reserve the right to change classes offered and times at our discretions without notice to you.

Our Muay Thai, Brazilian Jiu Jitsu and Boxing classes are separated into student ranks. In becoming a member you agree to be limited to a certain amount of single one-hour classes per calendar week in accordance to your current rank. You will be denied access to additional classes that are higher than your current rank.

2. Important Info About Your Membership Agreement, Fees And Contract

Membership fees can be direct debited or paid upfront for up to 18 months in advance. All direct debit payments will be ongoing after any minimum term has expired to ensure no membership interruptions occur. Direct debits will only cease when you cancel the agreement following the cancellation policy outlined in 2.8.

2.1 Direct Debit Memberships

Direct Debit memberships are either on a minimum term (6, 12 or 18 month contract) or month to month agreement. You authorise your membership fees to be processed through our payment provider Ezidebit which are processed via direct debit using a credit card or bank account provided by you. Direct debits are made in advance for ongoing memberships on a fortnightly basis from your nominated card or account. If an automatic debit agreement is in place, membership fees will continue to be debited from your credit card or account until you wish to cancel the agreement through the process as described in section 2.8 of the terms and conditions. Direct debits will incur a \$1.25 transaction fee per transaction for bank accounts and \$1.25 or 2.2% for Visa and MasterCard, whichever is greater. For the Ezidebit direct debit service agreement see your Membership Agreement.

2.2 Upfront Memberships

Upfront memberships are services paid for in advance for either a school term or 6, 12 or 18 months memberships. All upfront memberships have an expiry date.

2.3 When Do Direct Debits Happen?

Direct debits will commence weekly or fortnightly from your nominated card or account as set out in your membership agreement. Where a direct debit falls on a public holiday you will be debited on the next business day. In some instances direct debit payments may take up to 5 business days to clear.

2.4 Your Responsibilities

It's your responsibility to ensure there is enough money in your account on the payment day to meet your membership fee obligations. You need to tell us if you are transferring or closing your account, at least 48 hours before your next direct debit. You need to advise us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit. Please advise us and your financial institution if you want to change or stop your direct debits.

2.5 Failed Payments

If your direct debits fail we will suspend your club access until your payments are up to date and you have verified or given us new account details to debit from. A payment dishonour fee of \$7 will also be applied by us for each failed payment which you authorise us to debit from your account. Unless notified by you, we may debit both the current due payment and the overdue payment(s) on the same day, where we are unable to recover the overdue payment at an earlier time. Ezidebit will also charge a failed payment fee payable by you to Ezidebit directly in addition to the WFC payment dishonour fee, as per the Direct Debit Request Service Agreement.

2.6 Changes To Your Membership Agreement And Fees

Membership agreement

In the unlikely event that the initial terms are to change, we may only do so in accordance with your current membership agreement and we will give you at least 14 days notice of the changes including if applicable the new amount, new frequency and next debit date. We will notify you by phone or email using the contact details you have provided.

Membership fees

We reserve the right to increase your fees at any time after the minimum period of your membership agreement has ended. We will make a reasonable effort to advise you about this at least 14 days beforehand by writing to you by email or letter to the contact details you have provided. We will consider that you have received our letter or email on the second business day after it is sent and where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

2.7 Suspending Your Membership

You can suspend your membership for up to a maximum of 6 fortnights per year with a minimum of 1. Suspensions must commence and cease on your direct debit date and will carry an \$8 suspension fee which needs to be paid in advance. Any time suspended does not count towards your minimum contract term where applicable. Suspensions must be made in person at your club.

2.8 Cancelling Your Membership

You can cancel your membership at anytime by speaking with a member of staff and completing the Membership Cancellation Form at the club. Specific terms relate to membership types as described below. 30 days notice is required for cancellation of all memberships and a cancellation fee may apply in some circumstances. 30 days notice will commence on the completion of the Membership Cancellation Form, and on the proviso that any cancellation fee applicable is paid and all membership fees are up to date.

Cancelling within minimum term

Where you are within a minimum term contract you may cancel your membership agreement before the expiry if all the instalments and fees due are paid up to the date of termination by paying the cancellation fee. The membership agreement and direct debits may be cancelled upon payment of either the cancellation fee being 1/3 of the total contract amount, or the payment of the balance of the membership contract fees, whichever is the lesser. 30 days notice is required and will commence on the completion of the Membership Cancellation Form and any cancellation fee applicable is paid in advance.

Cancelling outside minimum term or month to month memberships

If you are outside your minimum term or are on a month to month membership you may cancel at anytime by giving 30 days notice at the club which commences upon completing the Membership Cancellation Form and where all your membership fees are up to date. To cancel see 2.8 above.

Cancelling upfront memberships

Where you have an upfront membership (Cartel Cubs, Tiger Teens, casual passes) or where you've pre-purchased a 6, 12 or 18 month membership there is no refund for unused time. If you wish to cancel this membership any unused time will be forfeited.

Terminating your membership by WFC

In instances where serious misconduct deemed risky or inappropriate has occurred WFC will cancel your membership immediately without notice. This may be as a result of either a breach of these terms and conditions or more specifically the Cartel Club Code or, as deemed by WFC.

2.9 Transferring Your Membership

You can transfer your upfront membership or minimum term contract membership to another person within the minimum term of your agreement only for a set fee of \$40. Transferee's must not be a current member and they must complete the new membership sign-up process and pay the joining fee (see 1.3). Your door access card can be transferred to the transferee at no cost. The transferee must also be eligible to take up your membership (e.g. you cannot transfer a child's membership to an adult, or to someone who failed to pay membership fees in the past).

2.9a Bringing Guests To Visit The Club

You may from time to time wish to introduce guests to your WFC club. These visits need to be pre-organised at your club with a staff member prior to their visit and can only take place during staffed hours. At no time can you bring through a guest without club permission outside of the allocated staffed hours.

3. Damage, Personal Injury And 24/7 Terms And Conditions

3.1 Damage And Personal Injury

Disclaimer

To the extent permitted by law, The Company excludes any liability to the member and parent/guardian as stated and signed on the membership agreement between the aforementioned and The Company 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 the products and services provided by The Company and/or Ezidebit and/or any act or omission of The Company and/or Ezidebit.

If you participate in these activities your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 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.

Under the Australian Consumer Law (Victoria) we guarantee that our recreational services are:

- **Provided with due care and skill**
- **Fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve**
- **Might reasonably be expected to achieve this result made known to us within a reasonable time.**

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 we are entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

3.2 24/7 Terms And Conditions

Where your membership permits 24/7 access to the club the following conditions will apply:

WFC clubs are unstaffed for periods of time and as such if you participate in activities in these facilities you are exposing yourself to the potential for serious injury including death. As such you should take note that your rights to sue The Company 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 document.

You the member expressly indicates an understanding of the risks associated with undertaking activities in an unstaffed and unsupervised club and hereby releases, indemnifies and holds harmless The Company, their respective owners, officers affiliates, agents and employees in the event that you suffer personal loss, are injured or killed in the club.

Further, you the member provides this release whether it arises from the negligence of the club or otherwise and does so with the intention that this release shall be as broad and inclusive as the laws of the state allow.

You acknowledge and agree that you may not admit guests at any time to WFC clubs subject to section 2.9a. Furthermore, you agree that if this clause is breached then the following provisions shall apply:

- **Upon a first breach the member's access to the WFC club shall be immediately suspended for a period of 14 days without any notification to the member**
- **Upon any subsequent breach the member's membership shall be immediately cancelled and the member agrees to pay a cancellation fee of 1/3 of the total contract amount, or the payment of the balance of the membership contract fees, whichever is the lesser under the terms of the agreement.**

Some areas of the club will be locked off or out of bounds outside staffed hours and/or restricted by membership type where the member will not have access. These general areas include but are not limited to the martial arts area, the boxing ring, equipment and matted area, reception, pro-shop and office areas. Please check with your club to confirm. You acknowledge that no unsupervised sparring or fighting will be performed under any circumstances unless a qualified staff trainer or coach is supervising.

4. The Cartel Club Code

At WFC we aim to provide a clean, safe environment for all our members. To help us provide the best possible experience to you every time you hit the gym we have a few rules that we ask everyone to stick to. These rules are our Cartel Club Code.

1. All members must scan or present their door access card at reception every time they attend the club. Outside staffed hours swipe access only will be available.
2. Use a clean towel when you use equipment, including exercise mats at all times.
3. No abusive, offensive or threatening behaviour or language.
4. Correct training attire and closed in runners must be worn in the club. We do not allow jeans, work clothes or boots, or clothes with offensive images or inappropriate.
5. No shirtless training will be permitted in the club's cardio and weights areas. With the exception of martial arts classes in the martial arts area only as dictated by WFC instructors.
6. Weights must be returned to their correct place after use and no dropping of weights.
7. No smoking permitted in the club.
8. No alcohol consumption or drugs permitted in the club.
9. Entry under the influence of drugs or alcohol is prohibited and will be refused where staff are made aware.
10. At no stage are you permitted to give your door access card to non-members to allow them to access the club. Refer to section 2.9a.

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it. Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

4.1 Your Belongings

We provide pigeon holes for you to store bags and other personal items. All items stored in the allocated areas are at your risk and we do not accept responsibility for items lost, damaged or stolen.

4.2 Damage To The Club

You are responsible for using our facilities and equipment safely and correctly. If you are not sure how to operate any equipment, please ask our staff before you use it. You will be responsible for any damages that you or your guests cause through wilful or negligent acts which will lead to payment to repair or replace any part of the club or WFC's property.

4.3 Failure To Uphold Terms And Conditions Of Membership

Any breaches in our terms and conditions may result in suspension and in severe instances will lead to termination of your membership.

4.4 Privacy

Our privacy policy adheres to the National Privacy Principles of the Commonwealth Privacy Act 1988 (Privacy Act). For more information refer to our privacy policy online



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