

MEMBERSHIP TERMS & CONDITIONS

THIS IS AN IMPORTANT DOCUMENT - please read it carefully

Bailey Fitness PTY LTD
ABN: 15 137 935 570

Trading as:
Genesis Health & Fitness Baldivis
Genesis Health & Fitness Morley
Genesis Health & Fitness Southern River

Thank you for becoming a Bailey Fitness member.

With any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through this booklet carefully to avoid any confusion. It is important that the terms of the contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the club or over the telephone, the terms in this booklet will prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 days after formation of a contract to rectify any miscalculation reflected within the Application and Contract and you, as the member, have a 168 hour comfort guarantee whereby you may cancel the Application and Contract on written notice. Please refer to Paragraph 12 (Comfort Guarantee).

Our Terms & Conditions are broken up into the following sections:

Part A - sets out the process for becoming a member and the formation of a Contract, and the terms and conditions of your membership.

Part B - sets out the key Rules at the Club. Please also refer to other signage and handouts.

Part C - sets out the Direct Debit arrangements regarding payment of your membership and their fees. It forms part of your Membership Application and Contract.

Part D - sets out the Privacy Statement and Acknowledgement.

You should read this document carefully before you agree to become a member of Bailey Fitness and keep it in a safe place to refer back to from time to time. NOTE: If, after agreeing to become a member of Bailey Fitness, you decide you do not wish to proceed, please refer to Paragraph 12 (Comfort Guarantee)

If you do not understand something in this booklet, please ask the Marketing representative who helped get you started at the club. They will be happy to assist you.

Please be advised that these Membership Terms, Conditions and Rules may change from time to time. We will make an effort to contact you in advance as defined in Paragraph 22 (Change of Rules/ Operations). Please note: the most up to date Terms and Conditions Booklet and Rules will always prevail and will be available on our website.

DEFINITIONS

In these Membership Terms and Conditions the following definitions apply:

Bailey Fitness, Company, we, us, our
means Bailey Fitness Pty Limited

You, your
means the member of Bailey Fitness

The Club

means the Bailey Fitness club where you applied for membership

Home Club

is the club which you joined and will use only (or use the most)

Club

means a Bailey Fitness health club

Contract, Agreement, Application

means the Application and Contract between Bailey Fitness and you under which you will become a member of Bailey Fitness

Minimum Term

means the term specified in the Application and Contract form

Rules

means the rules regulating the operation of equipment, opening hours, behavior in the club specified in signage and handouts

MEMBERSHIP CATEGORIES

HEALTH KICK/PAY AS YOU GO - is a fortnight to fortnight continuous payment plan with a minimum 1 month term.

RESULTS/RESULTS KID - is a minimum of 26 full fortnightly payments and cannot be cancelled during this period except as outlined in Paragraphs 12 or 13. Thereafter the contract will continue to run on a fortnight to fortnight basis until cancelled in accordance with Paragraph 14. NOTE: As outlined under Clause 20, reduced payment options like Time Freeze, pro-rata fees etc. are not classified as a full payment.

HOME CLUB – is a membership which only entitles you to use the home club in which you have joined.

Part A

MEMBERSHIP TERMS

1. CONTRACT FORMATION - a contract arises between us once the Contract has been signed and we accept the Contract. This Contract will be governed by the laws of Western Australia.

2. ACCEPTANCE BY BAILEY FITNESS OF THIS CONTRACT - It is important that the terms of the Contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the club or over the telephone, the terms in this booklet will prevail unless a staff member acknowledges discussion. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 days after formation of a Contract to rectify any miscalculation reflected within the Application and Agreement.

3. CLUB ETIQUETTE - You must comply with the Rules. The Club has facilities with higher risk areas (including, but not limited to the designated Boxing/Kick Boxing area). You must ensure you read, understand and abide by the Rules outlined for the club in both signage and handouts, particularly those applying to these areas.

4. MEMBERSHIP ENTITLEMENT - Your membership entitles you to use the club in accordance with these terms and the rules of the club. Your obligations are not dependent on the amount of times you utilise the Club. As a member you are entitled to use the facilities of the Club only during the specified times. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these Membership Terms and subject to law. Refer to clauses 12 to 16.

5. MINIMUM AGE - Membership is limited to persons who are at least 14 years of age (unless medical clearance is given). All members who are less than 16 years of age must be supervised by an adult when using the club facilities. If under the age of 16 years, a parent or guardian must complete your pre-exercise questionnaire. If under 18 years old, we may specify certain programs, classes and activities where children may participate without adult supervision and which may be subject to additional fees due to any additional supervision requirements imposed on us by law. NOTE: You must be at least 16 years of age to participate in weight-based group exercise or resistance training and it is highly recommended that a program is paid for to develop a suitable program for the individual under the age of 18 years of age.

6. ACCESS BY MEMBERS INTO A BAILEY FITNESS CLUB –

a) You will need your Access card to access Bailey Fitness and must swipe this each time you use the Facilities and Services.

b) You are required to have a current photo attached to your membership. If you lose or forget your Access card you may access a club during staffed hours if you show photo ID to club staff but this will be at the discretion of the Club. You should not ask or expect another person to let you into a club at any time.

c) Bailey Fitness only grants its Members, access to the Club. No Member is permitted to bring a non-Member into the Club without approval of the Club Manager. You may not let anyone else use your access card.

If a Member breaches clause 6(c) of this Agreement, the Member acknowledges that:

(i) they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member whether or not caused through the negligence of Bailey Fitness;

(ii) the act of bringing a non-Member into the Club constitutes automatic acceptance by the Member to be charged for a casual visit at the rate of \$30. The fee will be charged to the Member in the following ways:

(iii) for a Member who holds a DD Membership, this amount will be deducted from their nominated account on their next schedule direct debit; and

(iv) for a Member who holds a Upfront Membership, the Member will receive an invoice for this amount; the amount must be paid before any further access will be allowed into the club

(v) payment of the amount in accordance with the clause above will entitle the non-Member to use the Club for one visit,

(vi) Bailey Fitness reserves the right to terminate the membership of the Member who brings a non-Member into the Club.

d) If your access card is lost or stolen you must let us know immediately and get a replacement in 7 days or you may be refused club access. A replacement access card fee will apply.

7. ACCESS TO THE BAILEY FITNESS CRECHE – Some memberships to Bailey Fitness are Crèche inclusive. Should you have a membership that does not include crèche you can pay on a casual basis prior to the use of service. Before your child/children enter the crèche you must swipe your access card with the staff at the crèche reception, and sign in & out your child/children in the crèche register. Should you want to upgrade your membership please contact Member Support at www.baileyfitness.com.au under Account Queries in the Members Section or for more information regarding the crèche at your club please see our website for full Crèche Rules & Regulations.

8. CONSEQUENCES OF MISCONDUCT - We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for serious inappropriate behaviour that is threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. Warnings for any breach of these Membership Terms and Conditions or failure to comply with club Rules or acting unreasonably will result in a 1st warning. Should a second warning be required, then immediate cancellation of your membership will be made. In the event that any membership Terms & Conditions or Club Rules are not followed where security is called out to the site you will be charged \$100 to cover the call out fee plus any damages incurred.

9. PAYMENT OF FEES - All continuous memberships are paid fortnightly in advance. All merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). At this time a merchant service fee of up to \$1.00 per transaction is applicable to payments made from American Express credit card accounts. If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you. (Please see the discussion relating to late fees outlined under Clause 11). Notice may be given via telephone or face to face. Please note: should we debit an account where we have no authority, we agree to refund these debits plus any overdrawn charges proven to this debits fault.

10. ADMIN FEE - Is a fee used for all set up costs of a new or renewing membership. This fee is non refundable, even if you choose to cancel your membership in your Comfort Guarantee period. Please note: the amount is outlined on the front of your Membership Contract.

11. OUTSTANDING/NO ACCOUNT DETAILS - If any amount payable for your membership is not paid on the due date, access to the Club will be suspended until such time as payments are up to date (late fees of up to \$35.00 per transaction and recovery costs of up to \$50 may be charged).

Any monies outstanding for other services in the club e.g. Personal Training, late fees may be automatically deducted from the supplied account/credit card details if not paid at the club.

PLEASE NOTE: we will not allow you access until full direct debit details are provided. If your account is forwarded to an external Debt Collection agency you will also be liable for the payment of their fees.

12. COMFORT GUARANTEE - You have a 'comfort guarantee' or 'cooling off period' period of 168 hours commencing on the date a Contract is formed, or in the case of a new club, the grand opening date.

If you wish to utilise this period to cancel your membership, you are required to apply for cancellation online through on the members section on our website during your Comfort Guarantee Period. We will cancel your Contract and refund to you your initial payment less the administration fee. After the Comfort Guarantee Period ends, if you wish to terminate/cancel the Contract, you must pay certain fees to us. The particular amount of fees payable varies depending upon the reason that you are terminating the Contract. Please refer to the following cancellation provisions outlined for full details in relation to your right to cancel your membership and the fees payable in those circumstances.

13. CANCELLATION/TERMINATION WITHIN MINIMUM TERM - You can cancel your membership prior to the expiry of the Minimum Term if you become subject to medical incapacity, if you relocate to an area not within 30 kilometres of a Bailey Fitness Club, become bankrupt or if we make changes to the Contract which adversely affect you (refer to Clause 17). For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction (in the case of medical reasons, by a qualified medical practitioner certifying that you are sick or incapacitated from undertaking any exercise regime for a period of 12 months or the remaining term of your membership, whichever is the LONGER and in the case of relocation, by an agent or employer certifying your relocation). In either of these cases, you may choose to transfer your Membership Contract to someone you introduce to the club and who has not been a member of Bailey Fitness for a minimum period of three months (relevant fees will apply). In this case the departure fee will be waived. If you do not choose this option, a departure fee will be charged depending on the number of fortnights left on the contract. Please refer below.

14. CANCELLATION 'DEPARTURE FEE' This fee upgrades your membership to a month to month option (which would have been offered to you on joining) to allow cancellation of your contract within the minimum term period Cancellation fee is \$150 plus your Notice period (which can be calculated by multiplying your weekly/fortnightly rate by 30 days or the notice period as outlined on your agreement).

15. CANCELLATION 'EARLY TERMINATION FEE' – If you wish to cancel for any other reason within the minimum term of your ongoing membership agreement the following fees apply;

Premium Access includes Pursuit Muay Thai & Battleground Memberships:

If there is 12 months or more of membership fee equivalent remaining on the Minimum Term of the Agreement = \$485;

If there are less than 12 months but more than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement= \$425;

And, if there are less than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement= \$300 OR the amount of the future membership fees payable – whichever is the lesser

Standard Access:

If there is 12 months or more of membership fee equivalent remaining on the Minimum Term of the Agreement= \$285

If there are less than 12 months but more than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement \$185 or the amount of the future membership fees payable – whichever is the lesser)

Basic Access:

If there is 12 months or more of membership fee equivalent remaining on the Minimum Term of the Agreement= \$185 or remainder whichever is less

If there are less than 12 months but more than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement \$185 or the amount of the future membership fees payable – whichever is the lesser)

16. CANCELLATION ON OR AFTER THE MINIMUM TERM - You can cancel your membership on or after the minimum term if you give us 2 full fortnightly payments notice. Your termination notice must be applied for online through our website in the members section. You cannot claim a Membership Time Freeze and skip the notice period. To be clear, a Time Freeze is not available during your notice period. Where either of us terminates your membership any fees that you have not paid (for example, if you had not paid for the previous fortnight) will need to be paid or we may take action to recover the outstanding payments. A cancellation request can not be processed if your current account is overdue. Your account must be paid up to date before we can start the 2 full fortnight payments notice period.

17. CANCELLATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS - You may end your contract at any time by giving the relevant notice outlined in the paragraph previous to this if we change or add to these Membership Terms and Conditions, Club Rules or Club services and facilities or if we are going to change the membership fees applicable to your membership which adversely affects you. Proof to this effect may be requested. Where we are in breach of our obligations under your contract and we have not remedied that breach within a reasonable time after you have brought it to our attention in writing, you can end your contract at any time by giving us the relevant notice outlined in the paragraph previous to this. No fees will be applicable in these cases.

18. REFUNDS - You have a 'Comfort Guarantee' period which commences on the date the contract is formed, or in the case of a new Club, the Grand Opening date, and will end 168 hours after this period where you will be refunded your initial payment less the administration fee -if you decide you do not wish to proceed with your membership application. This request must be made online through our website. After this period you are not eligible for any refund of money which you have paid to us for any reason. Should you pre-pay for a program, a refund will be granted if the program is cancelled or if you can show, with supporting medical evidence that the program will cause you physical harm or result in physical injury to you or as otherwise required by law.

19. MEMBERSHIP FEE INCREASE - We reserve the right at any time, after the minimum period on a contract to increase the fees to be charged, and will use reasonable endeavours to give written notice to the most current address you have supplied at least 30 days prior to this occurring. You will be taken to have received notices sent to your latest address given to us on the second business day after we post them. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise the Company to increase any direct debits to your credit card or bank account which you have authorised upon joining (or on a separate date - whichever the most current) accordingly.

20. CHANGE IN GST RATE - All fees payable under the contract are "GST inclusive". If the rate at which GST is charged changes then the fees payable under the contract will increase or decrease by the amount by which GST increases or decreases. This increase or decrease will occur even if you are within your minimum term.

21. DEFERRED PAYMENTS - Where joining fees or other fees have been deferred (as shown on your membership agreement), you hereby authorise us to increase direct debits to your credit card or bank account which you have authorised accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full.

22. TIME FREEZE - Membership Time Freeze is available for a minimum of 4 weeks (in multiples of 2 weeks) to a maximum of 14 weeks per calendar year (with a fee of \$6 for each fortnight that you wish to freeze your membership. This fee can be paid on direct debit or in advance) provided that all amounts payable for membership dues are paid up to date. Time freeze periods must commence on a day that your membership fees are payable, but can end at any time. Time Freeze is available for travel or medical reasons upon production of supporting documentation to our reasonable satisfaction. Time Freezes must be applied for online through our website at least 7 days prior to the commencement of the Time Freeze. NOTE: A pro-rata of direct debits may be done. For up front memberships of 3 months or less, time freeze is not available. Time Freeze periods are not classified as full payments towards your minimum term as per your membership contract.

23. OPERATING HOURS – Bailey Fitness is open 5am to 10pm every day of the year. In some circumstances we may need to close due to urgent maintenance, if this is the case we will endeavor to give you notice.

24. CHANGE OF RULES/OPERATIONS - We cannot guarantee that we will not need to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by the Club from time to time. Any such additions, deletions or changes will be notified to you through either through social media from time to time by us and/or notice in the club or to your last known address in writing or by phone with at least 30 days notice. If at any time the operations or services of a club are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice to you offer you a complimentary Time Freeze. Subject to any applicable law, you won't have any other claim against us if this happens. NOTE: We won't use this right to vary the terms of any special offer which applies to you unless within the 5 day period after signing where a miscalculation has occurred.

25. COVID -19 – If there is a forced closure by the Government of Western Australia due to Covid-19, your membership debits will not be paused if the closure is less than 4 weeks/2 full fortnightly payments. A time credit will be added onto the end of your membership when you apply to cancel after your minimum term. If the forced closure is longer than 4 weeks your membership debits will be paused and then automatically recommenced once the forced closure is lifted.

26. COMPLAINTS & FEEDBACK - We see both complaints and feedback as gifts. We will endeavour at all times to assist you with any concerns you may have. To do this both effectively and efficiently, we have empowered our club staff to assist you with any queries and Bailey Fitness has developed a supporting escalation process with the assistance of the consumer affairs department should you feel the complaint/feedback has been handled inappropriately. The initial complaint is always directed immediately to the relevant Head of Department within the club whose role it is to contact you within a week (where possible) to discuss or resolve. Should you feel that it has not been resolved effectively, then it may be escalated to the Club General Manager who will in turn contact you. Should you wish to escalate again, the Club General Manager will discuss your concerns with the company Director Adam or Richelle Bailey to see if anything has been missed and the Club General Manager will re-contact you with either the same or alternate solution (whichever is applicable).

27. CHANGE OF DETAILS - You must keep us informed of any change of address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership.

28. GUIDANCE - You have an opportunity to try Personal Training at a reduced rate when joining. Should you choose not to do so, we encourage you to seek guidance from our Fitness Experience staff (see in club for times available). Guidance may not be offered whilst you exercise in the Club otherwise. If you believe that there is a risk to your health by participating in any of the fitness activities offered at the Club, you must inform us in writing of that risk and give full details of the risk. You will update your details and let us know if your medical condition changes after you join us. We may, at our discretion, deny your membership application until you receive medical clearance from your doctor to proceed with an exercise program at the Club and/or until you have received advice as to an appropriate exercise program. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

29. RISK WARNING - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided in any Club, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use.

30. RESPONSIBILITY FOR DAMAGE - You are responsible for any damage which you or your guest may cause to the Club facilities, if such damage is caused by your willful act or negligence.

31. CONTRACTORS - Some contractors, tenants and licensees provide some of their services, such as personal training, physiotherapy and massage within the clubs. Fees for services are paid directly to these contractors, tenants and licensees. We take no responsibility for the fees paid to these contractors, tenants and licensees. Any claim which you might have as a result of an act or failure to act by such a contractor, tenant or licensees (whether or not payment has been made to the contractor, tenant or

licensee) will be brought against, and will be the responsibility of, that contractor, tenant or licensees and not us. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor, tenant or licensees in the Club. We will at all times assist, where possible, to resolve any conflict or issues with these contractors, tenants and licensees and will ensure that relevant qualifications and insurances are kept up to date for all Personal Trainers. Only Bailey Fitness licensed Personal Trainers may operate on Bailey Fitness premises.

32. IMAGE - By signing this Contract you consent to us using your image in any promotion or other material in relation to the business. Please note: this is only applicable if you are filmed in the background.

33. YOUR PHYSICAL CONDITION - You promise and represent on the date of the Contract, and repeat such promise and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. Bailey Fitness staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your or your guest's ability to engage in active or passive exercise. You shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

34. CLAIMS - From time to time we may have to close a club for refurbishment. If a club is closed for more than 2 days for these reasons, you may, without charge freeze your membership for the period of closure of the club. You cannot seek any reduction in your membership fees because your club is closed either for renovations. Please refer to Clause 15 for a discussion outlining the circumstances under which membership may be cancelled on the basis of a breach of Bailey Fitness's obligations.

35. UNENFORCEABLE CLAUSES - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions. NOTE: The Contract will be subject to Australian Law and the Courts of Australia will have jurisdiction over any disputes in relation to it.

36. CONTRACT TRANSFER BY BAILEY FITNESS - We may assign or transfer the benefit of the contract, or sub-contract its obligations under it, to any person, firm or company at any time without notice to you but shall remain liable to meet our obligations to you under the Contract.

37. YOUR SAFETY AND PROPERTY

1. WARNING - We give you warning that, whilst on our premises you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members.

2. RELEASE AND INDEMNITY - In consideration of Bailey Fitness accepting your application for

membership of the Club, and for you becoming and remaining a Member of the Club, you agree that Bailey Fitness shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any Club premises by you or your guest, occurring on said premises except where caused by gross negligence of Bailey Fitness. Also that Bailey Fitness shall not be liable for any death, personal injury or illness occurring upon any Club premises or as a result of the use of facilities and/or equipment provided by Bailey Fitness, except to the extent that such death, personal injury or illness arises from the gross negligence of Bailey Fitness.

Part B

RULES OF THE CLUB

LOCKERS - Lockers are provided for use whilst exercising & will be cleared daily once the club is closed. Please be advised that the lockers provided are not security lockers and therefore we request all valuable items are carried. Whilst care is taken to safeguard locker contents, thefts can occur. Please be aware that we do not accept responsibility for any loss or damage to property that occurs as a result of unknown persons breaking into lockers or where items are not placed in lockers. When using lockers, please ensure that the locker key is secure at all times on your person. (Reception can supply a safety pin for this purpose however, we do strongly suggest the keys should be carried INSIDE a zipped pocket). Should a locker key be lost or contents be left in a locker overnight, there is a \$15 charge for replacement of the key and \$50 for return of items. If your belongings are left in a locker, they may be removed and we will take no responsibility for loss or damage. Please note: all lost property and locker belongings will be given to charity on a monthly basis.

CLOTHING & HYGIENE - We require all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas (excluding wet areas). Clothing bearing offensive images or inappropriate advertising is not permitted. It is also paramount that personal hygiene is considered when visiting Bailey Fitness, so it is appreciated that everyone wears deodorant and is aware of their own body odor.

TOWELS - We require all members to use clean towels to lie on when using equipment (including mats) at all times. We also encourage the use of Fit Wipes which are provided for you in the club.

VEHICLES - vehicles and their contents, parked at or near the club car park or elsewhere on the premises of any club are left at the owners risk and we will accept no liability for loss or damage.

TIME LIMITS - You must adhere to parking and equipment time limits. Ignoring limits may incur fees as decided by us from time to time.

EACH VISIT - Access to the club will only be granted to you upon presentation of your membership card

and (if requested) photo identification. Locker keys/cards and towels (where issued) are your responsibility and must be returned prior to leaving the club. If you lose your membership card, locker key/card or towel, there will be a replacement charge.

GUESTS - Guests may enter the club on our discretion with payment of a fee determined by us from time to time. Guests must sign the Guest register, complete a "Pre- Exercise Questionnaire (PARQ)" form (on their first visit) and show a form of photo identification. Guests are subject to the Rules and Terms detailed in the Guest Register and PARQ form. The number of visits by a guest to a club is at our sole discretion. All guests must be at least 14 years old and be accompanied by you and must leave when you do. All members and guests are required to acquaint themselves with signage and brochures for additional key Rules located throughout each club.

Part C

DIRECT DEBIT AGREEMENT

Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Bailey Fitness Australia Pty Ltd and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between us and you, we undertake to periodically debit your nominated account for the agreed amount for your fortnightly/monthly health club dues as defined in your Membership Application and Contract.

Drawing arrangements

Unless specified by you, fortnightly drawings under the Direct Debit arrangement will occur on every second Thursday. If drawings fall on a non-business day, it will be drawn on the next business day. Please note that drawings may take up to 5 business days to come out of your account. We will provide you with at least 30 days notice when changes to the initial terms of the arrangement are made. If you wish to discuss any changes to the initial terms please contact your Home Club. If your drawing is returned or dishonoured by your financial institution we will endeavour to contact you requesting payment. If we have not received payment we will re-draw these funds again along with and including any outstanding membership drawings on or before the next Direct Debit cycle. Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

YOUR RIGHTS

Changes to the arrangement

If you want to make changes to or stop the drawing arrangements, written notice of this must be forwarded to both your Club and your financial institution including details of all changes requested.

Enquiries and Disputes

Should you wish to discuss these arrangements, including any possible disputed amounts, please call Member Support or your financial institution directly. Where disputes are referred to us, we will endeavour to respond to them within 7 days. If you do not receive a satisfactory response from us in relation to your dispute, you may contact your financial institution. They will respond to you with an answer to your claim in accordance with their published processes.

Your commitment to us

It is your responsibility to ensure that:

Your nominated account can accept direct debits (your financial institution can confirm this); and

That on the drawing date (and for 5 subsequent days) there is sufficient cleared funds in the nominated account; and

That you advise us in advance if the nominated account is to be transferred or closed. That if you are paying your fees by credit card, you advise us of any changes to your credit card information, i.e. expiry date, or number.

Part D

PRIVACY STATEMENT AND ACKNOWLEDGEMENT

In the course of establishing a Contract with you and during the term of that Contract we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). Bailey Fitness will only use, disclose or deal with such information in accordance with our Privacy Policy. A full copy of our Privacy Policy is available on our website at: www.baileyfitness.com.au