

NBO STRENGTH AND FITNESS PTY LTD TERMS AND CONDITIONS

1 Definitions

- 1.1 **Access Card** means the access key that allows you to access the Club;
- 1.2 **Agreement** means this Membership Agreement, including, Terms and Conditions and any recitals, schedules or annexures;
- 1.3 **Annual Membership Fee** means the annual membership which may be charged once you sign up and again each year on the 1st of January. This amount may be amended from time to time without any notice to you.
- 1.4 **Club, We, NBO or Our** means NBO Strength and Fitness Pty Ltd ACN 653 928 404 and its club as located at 25 Project Avenue, Noosaville QLD, its successors, and assigns;
- 1.5 **Facilities** mean the gym equipment, machinery, amenities, access card and other facilities available at NBO;
- 1.6 **Fees** mean the fees payable by you to join and participate in the Membership;
- 1.7 **Youth Member** means a Member between the age of 14 and 15 years old;
- 1.8 **Joining Fee** is the amount included in your Membership Form or as amended from time to time;
- 1.9 **Junior Member** means a Member between the age of 8 and 13 years old;
- 1.10 **Member or You** means the person entering into this Agreement and joining the Membership as per our Membership Form;
- 1.11 **Membership Fees** means the fees you pay to access the Facilities and Services as referred to in the Membership Form;
- 1.12 **Minimum Term** the minimum term is 8 weeks unless otherwise agreed by NBO at its sole discretion. All Memberships will automatically continue until terminated by us or you;
- 1.13 **Parent/Guardian** means the lawful parent or guardian of a Junior, Youth Member or under 18 year old;
- 1.14 **Services** mean classes, programs and other health and fitness services at NBO;
- 1.15 **Staffed Hours** means the times a Club is staffed. These times may not be fixed and will also vary from day today.
- 1.16 **Tailgate Fee** means the \$150 Fee you will be charged if you allow another person to access a Club without permission
- 1.17 **Term** means the term of this Agreement; and
- 1.18 **Terms and conditions** mean these terms and conditions, as varied from time to time.

2 Acceptance

- 2.1 Subject to clause 3, you acknowledge and agree that by signing this Agreement, you have entered into a legally binding agreement with NBO;
- 2.2 As such, you should seek independent advice and/or let us know if you have any queries relating to this Agreement prior to signing;

3 Cooling-Off

- 3.1 You may cancel your Membership within 48 hours following the date that the Agreement was signed. For security, and identification purpose, cancellation must be completed in person at the Club.
- 3.2 If you cancel your Membership under clause 3.1, we will charge you any Access Card fees and any fees for the Service already supplied, but any joining fee and Membership Fee will be refunded.

4 Provision of services

- 4.1 In consideration for payment of the Fees, we agree to provide you with access to the Facilities and Services during the Term;
- 4.2 Some Services, such as personal training services, are excluded from the Membership and may require payment of additional fees as offered by the relevant provider.
- 4.3 Your safety is important to us, and as such, we will use our best endeavours to ensure that the Facilities and the Services are safe, hygienic and secure.
- 4.4 If at any time you become aware of an issue with Facilities or the Services, please notify us immediately.
- 4.5 The Facilities and Services offered by us are subject to change from time to time without notice to you.
- 4.6 Some membership types may have restricted access or hours of usage. It is your responsibility to check with us what restrictions your membership has regarding access.

5 Health and Safety and Acceptable Conduct

- 5.1 When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead.
- 5.2 You agree to give us all relevant personal health and fitness information both before and during any exercise program or other activity.
- 5.3 You promise that the information you give us will be true and accurate and not misleading in any way.
- 5.4 You must not use the Facilities and Services if you are suffering from any illness, disease, injury, or other condition that could be a risk to your health or safety or that of other Members and others.
- 5.5 You agree to follow any reasonable direction of the NBO staff relating to health, safety or security matters or related matters.
- 5.6 We may suspend or cancel your Membership if we have reason to suspect that you have not complied with the clause. The Customer shall provide safe and suitable access to the address specified.

6 Access

- 6.1 You will need your Access Card (on your mobile phone) to access the Club and must swipe this each time you use the Facilities and Services.
- 6.2 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.
- 6.3 You must not let anyone else into a Club without the approval of Club staff or let anyone else use your Access Card. If you break this term, you may be charged the Tailgate Fee and/or your Membership may

be suspended or cancelled.

- 6.4 If your Access Card is lost or stolen, you must let us know immediately and get a replacement in 14 days or you may be refused Club access. A Replacement access card may apply.

7 Orientation

- 7.1 You may be required to participate in member orientation to familiarise yourself with the Facilities and Services before you use them.

8 Fees

- 8.1 The Fees you have to pay are set out in our Membership Form, which you have completed. Some rights and obligations that apply in relation to particular Fees are set out in this clause.
- 8.2 You agree to pay the Annual Membership Fee each year, if required.
- 8.3 If you do not make any payment when it is due, your Membership may be suspended and you could be refused access to Clubs and Facilities and Services until all outstanding amounts have been paid.
- 8.4 Your Membership may also be terminated if any Fees remain unpaid for an extended period. You will still be liable for all unpaid amounts. A cancellation fee may also apply.
- 8.5 We will charge you the Joining Fee to cover the set-up costs for your Membership. This is not refundable.

9 Direct Debit

- 9.1 You acknowledge and agree that direct debit payments are managed on behalf of us by a third party.
- 9.2 It is your responsibility to ensure cleared funds are available to your nominated bank account or credit card to meet the direct debit payment. If a debit is returned by your financial institution, you will be responsible for payment of the debit plus an additional \$15.00 for return fees and administrative costs. If we do not receive any instruction to the contrary from you, we will debit both the next due payment and any overdue amounts on your next scheduled debit due date.

10 Age Restrictions

- 10.1 Except otherwise specified in this Agreement, you acknowledge and agree that under no circumstances are you permitted to bring children, Junior Member or Youth Member's into the Club nor are you permitted to leave children, unattended in the Club outside of Staffed Hours. We shall not be liable to you or the child/Junior Member/ Youth Member in any manner for any injury, loss or damage sustained as a result of your failure to comply with this clause and you agree to indemnify us and hold us harmless for any loss and damage we may suffer as a result of your breach of this clause.
- 10.2 If you are a Junior or Youth Member, you and your Parent/Guardian both agree to sign and be bound by this Agreement and at all times comply with these Terms and Conditions.
- 10.3 No Junior's or Youth Members are allowed to access the club outside of Staffed Hours under any circumstances. We shall not be liable to you in any manner for any injury, loss or damage sustained as a result of your failure to comply with this clause and you agree to indemnify us and hold us harmless for any loss and damage we may suffer as a result of your breach of this clause.

11 Inappropriate Conduct

- 11.1 If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

12 Termination and Membership

- 12.1 The Agreement will continue until terminated by you or us.
- 12.2 Payments will continue until notified otherwise. You may terminate this Agreement by providing us with 4 weeks' written notice, and making the necessary payment within such period. For security and identification purposes, termination must be completed in Club during Staffed Hours.
- 12.3 Termination of your Membership cannot be given within the Minimum Term (subject to the cooling-off) period.
- 12.4 You may also terminate this Agreement at any time for medical reasons, on the presentation of a medical certificate.
- 12.5 You acknowledge and agree that, except as otherwise set out in this Agreement or as required by law, all Fees are non-refundable upon the termination of this Agreement and your failure to use the Service does not allow for early termination of this Agreement nor does it warrant a refund of any type. You further acknowledge and agree that failure to use the Facilities and Services does not affect any of the terms of this Agreement and we are in no way responsible for your level of usage nor is it our responsibility to notify you of your usage at any stage.
- 12.6 If you breach any term of this Agreement or act in a way we deem inappropriate, we may suspend or cancel your Membership or restrict your access to the Club. If any such breach causes us or another person costs, loss or damage, you agree to be wholly liable for these.
- 12.7 You agree that your Access Card is nonrefundable on cancelling your membership and that you must purchase a new Access Card if you re-join in the future.
- 12.8 In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.

13 Putting your Membership on Hold

- 13.1 You may temporarily suspend or freeze your Membership for any reason if your account is up to date and, with a minimum of 3 weeks hold time with definite pause and resume dates. If no pause and resume dates are provided, it may be considered a termination by NBO.

14 Club Rules

- 14.1 We require all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas. The exception to this rule is when undertaking boxing/kickboxing training where shirts and footwear are not appropriate for such type of training.
- 14.2 It is paramount that personal hygiene is considered when visiting the Club, so it is appreciated that everyone wears

- 14.3 deodorant and is aware of their own body odour.
- 14.3 Inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal or performance-enhancing drugs in the Club will not be tolerated. You are required to bring a towel and put it on any equipment you are using.
- 14.4 **You must not use the sparring ring or sparring equipment under any circumstances unless it is with Staffed Hours.**
- 14.5 If you break any of the Club Rules, 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 Rules, 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.
- 15 Emergencies**
- 15.1 NBO has an emergency panic button and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.
- 15.2 If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- 15.3 The Club may also have (or amend) an emergency or crisis response procedure displayed which must be followed in emergencies.
- 16 Security Surveillance**
- 16.1 You acknowledge that the Club uses CCTV surveillance (in most cases, 24 hours a day) at the Club premises (except in bathrooms) and may have remote video or other guarding Facilities and Services. You should contact the Club if you have questions about this.
- 16.2 This system is used for security purposes but does not guarantee harm.
- 17 Privacy**
- 17.1 From when you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. Your personal information may be:
- (a) transferred to and stored out of Australia, including to a country that does not have the same level of privacy protection as Australia; and
- (b) disclosed to and used by other Clubs, including overseas Clubs, to allow you access to Clubs and provide services to you (for example so that we can confirm your Membership if you visit our global facilities).
- 17.2 By signing this Agreement, you consent to us collecting, using, disclosing, and dealing with your personal information in accordance with our privacy policy. You consent to the transfer and storage of your personal information outside Australia, and the disclosure and use of your personal information to other Clubs inside and outside Australia.
- 17.3 You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.
- 17.4 You understand that photos, films, videos, or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done. By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by NBO and you assign your rights in any of these materials to NBO.
- 18 Limitation of Liability**
- 18.1 You acknowledge and recognise the inherent risks of injury or ill health resulting from the use of the Facilities and Services and participation in exercise generally. It is recommended that you seek medical advice prior to commencing the Services.
- 18.2 To the extent permitted by law, you agree to release and indemnify us for any loss or damage suffered by you in respect of any incident arising out of injury, loss, damage, or death caused to you or your property in any way whatsoever, except arising out of our reckless conduct.
- 18.3 You agree that you will use the Facilities and Services at your own risk and responsibility whether supervised or not by staff.
- 19 12. Applicable laws**
- 19.1 Your use of our website, Club Facilities or Services and any dispute arising from such use is subject to the laws of Queensland, Australia.