

VIRGIN ACTIVE AUSTRALIA PAY AS YOU GO BOOKING MEMBERSHIP TERMS



Member name _____

Membership no _____

1. THE AGREEMENT BETWEEN YOU AND US

These Terms, together with the Club Rules and the following completed documents:

- (a) your Membership Application Form;
- (b) your Payment Authority Form; and
- (c) your Health Check Questionnaire;

make up all of the terms of a Membership Agreement ("Agreement") between, the member named above ("you"), and Virgin Active Australia Pty Limited (ABN 68 126 741 133 ("we" or "us")). It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. If you have any questions please ask us.

2. YOUR TYPE OF MEMBERSHIP

You are becoming a member of Virgin Active under the type of membership ("Membership Type") stated in your Membership Application Form.

Your membership entitles you to:

- (a) maintain a membership account with us;
- (b) book group exercise classes or club visits with us using your MyLocker account (a "**Pay As You Go Booking**"). The available Pay As You Go Bookings will vary from Club to Club and will appear in the MyLocker booking portal;
- (c) pay in advance for your Pay As You Go Booking(s);
- (d) use our Club facilities or attend a booked class where you have paid for your Pay As You Go Booking in advance, and have received a Pay As You Go Booking confirmation.

You may only use the facilities of the Club:

- (a) for one occasion only, for each paid Pay As You Go Booking confirmed by us;
- (b) at the time and in the location where you have booked your Pay As You Go Booking; and
- (c) if you have received a Pay As You Go Booking confirmation, or have been granted access by our Reception staff.

Subject to clause 5.4, we reserve the right to withdraw this membership type by giving you at least 14 days notice by updating your membership portal.

3. YOUR PAY AS YOU GO MEMBERSHIP

Your membership will start on the Membership Start Date ("Membership Start Date") being that date that you set up your Pay As You Go Booking account with us:

- (a) you have signed these Terms
- (b) you have completed a Health Check Questionnaire and, if applicable, provided any other medical details of your health and fitness to our satisfaction; and
- (c) we have received your payment for your Pay As You Go Booking(s) fees.

You will be able to make Pay As You Go Bookings from your Membership Start Date.

4. HOW LONG WILL YOUR MEMBERSHIP LAST?

We will maintain a membership account for your use from the Membership Start Date. You may cancel your member account at any time by contacting us.

5. FEES

5.1 Pay As You Go Booking

As a Virgin Active member you are personally responsible for payment to us of the Pay As You Go Booking fee in advance for each Pay As You Go Booking.

You may only pay your Pay As You Go Booking fee in advance by credit card. No other form of payment will be accepted. You will not be allowed to access the Club if you have not paid your Pay As You Go Booking fee.

If you have a genuine dispute in relation to the collection of outstanding amounts or the charges we incur please contact us.

5.2 Changes to Pay As You Go Booking fees

We review our Pay As You Go Booking fees periodically and may change them from time to time. Pay As You Go Booking fees will appear in your MyLocker portal and will vary from Club to Club and the activity that the booking is for. Pay As You Go Booking fees can also be obtained from Club Reception at the time of booking.

All Pay As You Go Booking fees include goods and services tax (GST).

5.3 Other membership fees and charges

Any fees or charges that may be payable for additional services and facilities, such as Towel Fees, will be set out in the relevant Club price list (as may be amended by us from time to time) available at reception and payable at reception.

5.4 Cancellations and credits

If you make a class booking error, and cancel it **within 10 minutes**, we'll give you a credit to be used for a future class booking.

If you cancel a class booking **before 8pm** on the day before the class booking, we'll give you a credit to be used for a future class booking.

Credits for class bookings must be used within 28 days of the original class booking otherwise they will be forfeited. No refunds will be given.

If you cancel a class booking **after 8pm** on the day before the class booking, you won't be entitled to any refund or credit of the class booking fee.

If you fail to attend a class booking, you won't be entitled to any refund or credit of the class booking fee.

Club visit bookings must be used within 7 days of the date of purchase otherwise they will be forfeited. No refunds will be given.

The cut off times for cancelling Pay As You Go Bookings and credit expiry periods are subject to change. Check your MyLocker portal or at reception for the latest Pay As You Go Booking rules.

6. CAN YOU TRANSFER YOUR MEMBERSHIP TO ANOTHER PERSON?

No, you may not transfer your Pay As You Go Bookings to another person. Your membership and Pay As You Go Booking credits are personal to you.

7. MEMBERSHIP RESTRICTIONS

7.1 Access

Certain membership types may have restricted access times. Refer to the price list at your Club to see which of these apply. Pay As You Go Booking credits can only be redeemed against certain class or activity types. Your MyLocker account will show the classes and activities that are available to book for your credit type. No refunds will be provided if you book a class or activity that is less expensive than your original Pay As You Go Booking.

7.2 Facilities

We may need to adjust the availability of certain facilities on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. This may result in the temporary closure of some facilities.

8. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

8.1 Ending your membership

You may give us notice to terminate your membership by completing a Break Up Form or letting us know by phone or email that you would like to end your account with us. .

8.2 Termination by us

We may terminate your membership immediately by emailing or writing to you at the contact addresses we have on our records:

- (a) If you commit a serious or repeated breach of these Terms or the Club Rules.
- (b) If you otherwise breach these Terms or the Club Rules and the breach, if capable of remedy, is not remedied within 14 days of us giving you notice to do so and informing you that your membership will be terminated if you fail to do so.
- (c) If you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership.

If we terminate your membership for any of these reasons we may (without limiting any other right or remedy) recover any other reasonable costs and expenses we incur as a result of your breach. Any unused credits will be forfeited. .

8.3 Collection of fees

We will collect any Pay As You Go Booking fees or other fees that are outstanding when your membership is terminated. We may use a third party to assist in the collection of outstanding fees.

9. WHAT ARE THE CLUB RULES?

The Club Rules govern your use of a Club. In becoming a member you agree to comply with the Club Rules which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests and visitors while they are using the Club. Up-to-date Club Rules will be published at virginactive.com.au and displayed in each Club.

10. CHANGES TO THESE TERMS OR THE CLUB RULES

We reserve the right to make reasonable amendments to these Terms or the Club Rules at any time. We will give you at least 14 days' notice by emailing you, updating your member portal at virginactive.com.au, or writing to you to tell you that changes are being made and that you may see the amended Terms or Club Rules at our website or at the Club.

11. HOW YOU SHOULD CONTACT US?

Any written notice or completed form provided to your Club must be sent by post, fax or email, or given in person at reception; with exception of a termination by you (see paragraph 8). Full contact details are available at your Club's reception. Only notices delivered to us in one of these ways will be considered valid notice.

12. RISK AND YOUR HEALTH

Exercising and using Club facilities may involve the risk of injury and you exercise and use the Club facilities at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and notify a staff member.

13. LIABILITY

13.1 Recreational Activities

In the course of exercising or engaging in any recreational activities while using any Club facilities, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence. In this paragraph:

- gross negligence, means as defined in paragraph 13.2 below; and
- recreational activities, means your participation in a sporting activity or a similar leisure time pursuit or your participation in any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Please refer to the warning notice in paragraph 13.2 below which we are required to provide to you if you are in Victoria under the *Australian Consumer Law and Fair Trading Act 2012* in relation to this limitation on our liability.

13.2 Warning under the Australian Consumer Law and Fair Trading Act 2012

In this warning, references to "the supplier" mean us, and references to "you" mean you and your child (if you have agreed to these Terms on behalf of a child).

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part.

Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

13.3 Liability for supply of other services

Without limitation to paragraphs 13.1 and 13.2 and any other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired. To the extent permitted by law, and again without limiting paragraphs 13.1 and 13.2, unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.

14. OTHER BITS

You must keep us up to date with your contact details by completing a Change of Circumstances Form and giving it to your Club if your contact details change. In the event that we do not receive a Change of Circumstances Form from you and your contact details change, notice given by us to the email or other address we have on our records for you will constitute valid notice to you under these Terms.

We may transfer our rights and obligations (or both) under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership upon completing a Break Up Form.

All undefined terms used in this document have the meaning set out in the Membership Application Form.

If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also if we fail to notice or act if you break any of the terms of this Agreement, this does not mean that your behaviour is acceptable. If a Court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement.

This Agreement is subject to the laws of the State where your Home Club is located. Your Home Club for the purpose of this clause is the Club you would normally visit, or the Club closest to your residential address if you have not visited a Club.

15. YOUR PERSONAL INFORMATION

We take the privacy of our members seriously and our Privacy Policy, which is available at virginactive.com.au, explains the ways in which we collect, use, store, protect and disclose your personal information.

We collect personal information from you to provide you with our services, to administer your membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Membership Application Form, a Change of Circumstances Form, Health Check Questionnaire, the member portal at virginactive.com.au and in the course of our other communications with you, which may occur through virginactive.com.au or when you call or contact our staff.

If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer your membership with us or conduct some or all of the other activities described in our Privacy Policy.

With your consent, we may also collect personal information which relates to your physical health or condition, including (without limitation) when you complete our Health Check Questionnaire, so that we can assess your general health, wellbeing and your readiness for physical exercise and for the other purposes set out in our Privacy Policy. If you do not provide this information, you will not be able to use our club. If we believe you have any health issue or if our Health Check Questionnaire is not fully completed, we may require you to obtain a medical certificate before we consider your application further.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy. Should you default on payments due to us we may disclose your personal information by notifying the default to a credit reference agency or other third party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact the Virgin Active Privacy Officer using the following details:

Email: privacy@virginactive.com.au

Address: Virgin Active Central,
Level 5, 4 Defries Ave,
Zetland NSW 2017

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 in paragraph 1. If there is anything you do not understand, please ask us for an explanation before you sign. 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).

The Agreement between you and us will come into force when you sign these Terms (even if a Virgin Active Representative is not named or do not sign them).

Name of member _____

Signed (member) _____

Date _____

If you are under 18, a parent or guardian will need to sign below to consent to you becoming a member and will be responsible for your obligations under the Agreement, unless we waive this requirement.

Name of member
under 18

Name of
Parent/Guardian

Signed
(Parent/Guardian)

Date

Virgin Active Australia Pty Limited

Name of Virgin Active
Representative

Signed (for identification
purposes only)

(Virgin Active Representative)

Date

Note that the Agreement between you and us will come into force upon you signing these Terms even if a Virgin Active Representative is not named or does not sign them.