

360 FITNESS GROUP TERMS AND CONDITIONS



These Terms and Conditions ("**Terms**") apply to all members, casual visitors and customers of 360 Fitness Group ("**360 Fitness Group**", "**we**", "**us**", "**our**"), including use of our 24-hour gym, recovery/sauna services, and reformer Pilates studio (together, the "**Facilities**"). By signing up, purchasing a pass, booking a class, entering the Facilities or using our equipment or services, you agree to these Terms.

If there is any inconsistency between these Terms and any price board, promotional material or verbal statement, these Terms prevail to the extent permitted by law.

1. Definitions

In these Terms:

- Member means any person with an active membership (including FIFO/Emergency/Defence/Pension memberships).
- Pilates Member means a Member with access to reformer Pilates services (Platinum membership) or who purchases Pilates packs/sessions.
- Premises means any 360 Fitness Group gym, studio, sauna and associated areas.
- Staffed Hours means the hours we have staff on site, as displayed at the Premises and/or on our website.
- Direct Debit means automated payments from your nominated bank account or card.

2. Membership eligibility and accounts

You must provide accurate personal details when joining (including name, phone, email, emergency contact and billing details) and keep them up to date.

Minimum age: 12+. Members aged 12–15 must be signed up by a parent/guardian (18+) who remains an active Member. 12–15 year olds may only train during Staffed Hours and must be supervised by their parent/guardian at all times.

You must not allow anyone else to use your membership, access tag/app access, booking account or class credits.

3. Membership types and inclusions

Membership types are offered as advertised from time to time. Current standard weekly options include:

All memberships are no lock-in contracts (ongoing week-to-week), unless you choose a Paid-in-Full term, or another specific term is clearly stated at purchase.

Paid-in-full fees are not refundable except where required by law.

5. Pilates services, bookings and packs

Pilates classes must be booked through our booking system (Momence) or as otherwise advised. Class spaces are limited and not guaranteed.

Grip socks must be worn during all Pilates classes. A free set of grip socks is provided on sign-up for Pilates membership (Platinum membership). Additional grip socks are available for purchase.

Pilates pricing options may include:

Pilates packs and credits expire 6 months from purchase, unless stated otherwise.

Late cancellations and no-shows may incur fees and/or loss of class credit as displayed at booking and on our website. Repeated late cancellations/no-shows may affect booking privileges.

6. Fees, billing and administration

Unless otherwise stated, all fees are in AUD and include GST where applicable.

Fee structure (applies to memberships unless expressly stated otherwise):

- Pro rata: you may be charged a pro rata amount from your sign-up date until your first scheduled payment date.

We may update fees from time to time by giving reasonable notice (e.g., by email, SMS, in-app notice, on our website or on-premises).

7. Cancellations, suspensions and changes

To cancel a membership, you must email our administration team at admin@360fitnessgroup.com.au. Cancellation is only effective once you receive a confirmation reply from us and incurs a \$99 cancellation fee.

If you do not receive confirmation, your membership will remain active and normal fees will continue to apply.

You may request an account change, freeze/suspension or billing update by email. Suspensions are not automatic for holidays; it is your responsibility to request a suspension in advance. We may approve or refuse a suspension at our discretion.

We may suspend access immediately if payments are overdue, if we reasonably suspect misuse of access, or for safety and compliance reasons.

8. 24-hour access rules and safety

Our gym is a 24-hour facility. Outside Staffed Hours, you enter and train at your own risk and without supervision. You must:

- Use your own access credentials (app/tag). Do not tailgate, hold doors open, or permit anyone else to enter on your access.

- Follow all safety signage, emergency procedures and equipment instructions.
- Call emergency services (000) immediately in an emergency and notify us as soon as practicable.
- Not bring alcohol, illicit substances or weapons onto the Premises. You must not attend under the influence.

We may use CCTV and other monitoring for safety and security. By entering the Premises you consent to being recorded, to the extent permitted by law.

9. Code of conduct

You must behave respectfully toward staff and other patrons at all times.

- No abuse, intimidation, harassment, discrimination, bullying, violence or threatening behaviour.
- No theft, vandalism or deliberate damage to property.
- Appropriate attire and footwear must be worn. Grip socks are mandatory for Pilates.
- Wipe down equipment after use, return weights and accessories to their place, and keep walkways clear.
- No filming/photography of others without their consent.

10. Allowing entry and guest misuse fees

If you allow, assist or facilitate unauthorised entry, we may suspend or cancel your membership immediately.

Allowing entry fees (charged at our discretion and without limiting other rights):

11. Sauna and recovery rules

Use of the sauna and any recovery areas is at your own risk. You must follow all health and safety guidelines displayed on site, including any time limits, hydration and contraindication warnings. Do not use the sauna if you are unwell, intoxicated, pregnant without medical clearance, or have a medical condition that makes sauna use unsafe.

12. Health and medical

You are responsible for ensuring you are fit to participate. If you have any medical condition, injury or are pregnant, you should seek medical advice before training.

You must disclose relevant injuries or conditions to instructors before Pilates classes. Staff cannot provide medical advice.

You participate voluntarily and assume the inherent risks of physical activity, including serious injury or death.

13. Equipment use and damage

You must use equipment only as intended and as instructed. Misuse may result in injury and/or repair costs.

We may charge you for damage, repair or replacement costs where damage is caused by your misuse, negligence or breach of these Terms.

14. Personal property

To the extent permitted by law, we are not responsible for lost, stolen or damaged items. Do not bring valuables to the Premises. Use lockers where available and do not leave belongings unattended.

16. Right to refuse entry, suspension and termination

We may refuse entry, suspend or terminate your membership (without refund except where required by law) if you breach these Terms, behave unsafely, commit serious misconduct, or if we reasonably believe your continued access poses a risk to others or to property.

Serious misconduct (including violence, intimidation, theft, vandalism or harassment) may result in immediate termination and may be reported to authorities.

17. Liability and indemnity

To the maximum extent permitted by law:

- You acknowledge and accept that use of the Facilities involves inherent risks.
- You release us (including our owners, officers, employees and contractors) from liability for injury, loss or damage arising from your use of the Facilities, except to the extent caused by our negligence and where liability cannot be excluded.
- You indemnify us against claims, losses and expenses arising from your breach of these Terms or misuse of the Facilities.

18. Privacy and communications

We collect and use your personal information to administer memberships, bookings, payments and facility access, and to communicate with you. We may contact you by email, SMS or phone for administrative messages (including fee changes and safety notices). Marketing communications (if any) will be provided in accordance with applicable law and you may opt out.

19. Changes to these Terms

We may amend these Terms from time to time by giving reasonable notice. The latest version will be available on request and/or on our website. Continued use of the Facilities after changes take effect constitutes acceptance of the updated Terms.

20. Governing law

These Terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland.

21. Contact

Gym & administration: admin@360fitnessgroup.com.au

Website: <https://www.360fitnessgroup.com.au>

AUSTRALIAN CONSUMER LAW COMPLIANCE

Nothing in this agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law (ACL) or any other applicable law that cannot lawfully be excluded. Where permitted, the liability of 360 Fitness Group is limited to the resupply of services or payment of the cost of having services resupplied.

ASSUMPTION OF RISK & WAIVER

Members acknowledge that participation in gym activities, group training, Pilates, sauna, recovery, and unstaffed 24-hour access involves inherent risks including serious injury, illness, permanent disability, or death. Members voluntarily assume all such risks and agree that participation is undertaken entirely at their own risk.

INDEMNITY

Members agree to fully indemnify and hold harmless 360 Fitness Group, its owners, directors, employees, contractors, and agents from any claims, losses, liabilities, damages, costs, or expenses arising from the member's use of the facilities, breach of this agreement, or conduct within the premises, except to the extent required by law.

24-HOUR ACCESS & SECURITY

Members using the facility outside staffed hours do so entirely at their own risk. Members must not allow tailgating, must keep access devices secure, and acknowledge that breaches may result in immediate termination. CCTV operates at all times but is not actively monitored.

DIGITAL ACCEPTANCE & AGREEMENT

Members agree that ticking acceptance boxes, electronic signatures, or digital confirmations constitute full legal acceptance of this agreement. This agreement applies equally to in-club and online sign-ups.

GOVERNING LAW & JURISDICTION

This agreement is governed by the laws of Queensland, Australia. Members submit to the exclusive jurisdiction of the courts of Queensland.

SEVERABILITY

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

TERMS AND CONDITIONS OF MEMBERSHIP & FACILITY USE

SUSPENSION OF MEMBERSHIP

Members may request to suspend their membership for a maximum cumulative period of six (6) months. Suspensions must be requested in writing and approved by 360 Fitness Group. Fees may continue to apply during suspension unless otherwise advised.

FEES, DEFAULTS & CANCELLATION

A \$99 sign-up fee applies to all memberships. A \$49 annual fee is charged annually from the membership anniversary date. A \$99 cancellation fee applies upon termination. Failed or overdue payments, including rerun payment attempts, will incur a default fee of \$15.95 per attempt.

BOOKINGS & CLASS ACCESS

Booking is essential for group fitness classes via MyZone. Pilates sessions and packs must be booked through Momence. Members are responsible for ensuring they are correctly booked prior to attendance.