

Terms and Conditions & Privacy Policy

Key Points:

- You have a cooling off period of 7 days from the date of this membership application (admin fee applies).
- You can suspend your membership for 2 weeks (min) to 10 weeks (max) at a fee of \$4 per week.
- You must swipe your keytag when arriving at the facility.
- Allowing unauthorized guests into the club or allowing non-members to use your membership access tag will result in it being deactivated. You will be immediately charged a fee of \$150 and you agree to pay this.
- Any allowed guests brought by you adhere to the same Terms & Conditions as you.
- Direct Debit memberships will incur a \$14.95 Dishonour fee for each failed payment.
- Club entry may be refused as a result of unpaid or outstanding membership fees, age restrictions or as otherwise detailed in the Terms & Conditions.
- Abuse of facilities, equipment or abuse to staff, contractors & other members may lead to suspension or cancellation of membership without refund or re-imburement of any fees paid in advance.
- Sweat towels are compulsory whilst working out at the club.
- No smoking, no alcohol, no drug use whilst on the premises and surrounding carpark.
- These facilities are unmanned outside of the advertised staffed hours.
- An annual increase applies to debit memberships after 12 months (or the minimum term if longer than 12 months). Unless stated otherwise, at least 30. days notice will be provided if other fee increases occur after the minimum term.
- Minors aged 14-17 must be accompanied by a guardian.

MEMBERSHIP TERMS AND CONDITIONS (IR210910)

PLEASE ENSURE THAT YOU READ THIS THOROUGHLY AND CAREFULLY

Should you have any queries please request to speak to the manager or contact us at enquiries@reckeys.com.au

1. INTRO

By signing the application for membership or entering and using the facilities of the club by way of a membership, casual pass, free pass or other allowed access, you acknowledge and agree:

- You have read this this agreement and agree to abide by your obligations in it.
- The rules of the club, these Terms and Conditions, your Membership Application Form (including casual visit), your pre-activity questionnaire, Waiver and Privacy Policy makes up the entire agreement between the parties ("the Agreement"). Any prior representations or documents are excluded from this Agreement.

- This Agreement is made between Go Get Fit Plus Pty Ltd ACN 619 344 393 As Trustee For GGF Plus Trust (also referred to from time to time and throughout this document and other documents as "Us", "We", "Our", "GGF" or "Recreation Keysborough") and
- "You", "Your" and "Member" refers to the name in which the membership account has been created. It also includes the parent or guardian of the Member if the Member is under 18 years of age.
- The Club (or "club") refers to the premises and car park located at 330 Cheltenham Road, Keysborough, Victoria 3173.
- "Rules" are defined as the binding requirements, rules, obligations applying to all members, visitors and guests and that are noted herein the Agreement, club signage, notices, our website and social media applications.
- The membership Agreement begins on the day the application is signed and accepted.

2. CLUB ACCESS AND GENERAL CONDITIONS OF ENTRY

- On arrival you must scan your membership keytag and register your attendance for safety, security and insurance purposes.
- Membership keytags are not transferable and may be required to be shown upon request by a club staff member. In the event you allow your membership keytag to be used by another person for the purpose of obtaining admission, or allowing someone else to enter the premises with you (unless allowed by the Agreement) this would amount to a breach of the Agreement and we reserve the right to charge a penalty fee of \$150 and/or terminate the Agreement with you. All fees remaining to be paid under this Agreement will be payable.
- Guests and casual visitors must complete the register at reception and show a valid ID upon entry.
- Guests brought to the club by a member must adhere to the same Terms & Conditions as the member and the member has advised their guest of this requirement. The member has advised the guest where they can access the Terms & Conditions to read and understand and the guest agrees to be bound by those Terms & Conditions.
- Casual visitors must also fill out on their first visit to the club a pre activity and waiver form.
- Replacement keytags are available at reception (a charge applies)
- Club entry may be refused as a result of unpaid or outstanding membership fees, age restrictions or as otherwise detailed in this Agreement
- GGF can refuse entry to the club, cancel your membership and / or terminate this Agreement without warning or notice for inappropriate, threatening or harassing behaviour, damaging equipment or facilities, intoxication or use of illegal or performance enhancing drugs or discrimination at the club. You may not conduct, promote, or solicit other business at the Club without prior permission of GGF management. No refunds will be issued.
- The Club is a non-smoking facility.
- Dress code: Fully enclosed, clean sports shoes must be worn during workouts for safety reasons. Members are required to wear a singlet or t-shirt at all times in the club. Appropriate clothing must be clean and tidy and not have offensive prints or designs.
- We require you to use a towel when using equipment or participating in classes and to maintain hygiene and safety standards. Staff have the right to require you to cease training if you do not use a towel or follow the dress code.
- No filming or photography by members of the premises or of other people at the premises is allowed without written consent of management.
- By signing your agreement, you allow us to use your image in promotional related material.

3. FREE TRIAL PASS TERMS AND CONDITIONS

- The use of a Trial Pass requires the user to abide by the terms of this Agreement.

- Use by first time visitors only.
- The pass is only valid for use during staffed hours of the club
- The pass is only valid upon proof of age (must be 18 years or older) and a pre activity and waiver form being completed.

4. AGE RESTRICTIONS

- If you are between 14 and 17 years of age, you confirm in signing this Agreement that you have obtained the consent of your Parent or Guardian prior to entering in to this Agreement.
- Guests that this Agreement may allow you to bring must be 18 years of age or older.
- If you are between 14 and 17 years of age, there is no access to weights training areas or group exercise classes unless under direct supervision of the Parent or Guardian, who must also be a current member.

5. USE OF EQUIPMENT AND LOCKERS AND CHANGEROOMS

- For safety reasons always follow all equipment operating and safety instructions. If you are unsure of correct operation, please ask at reception.
- You are required to return equipment to their original place or state when you have finished, including weights, group fitness equipment, plates and bars.
- Lockers are located in the change rooms for the use of members. Members are required to bring a padlock and storage is only for the time you are at the club.
- No lockers are to be used for overnight storage. Management reserves the right to remove padlocks (without replacement) that remain longer than one day.
- Unclaimed property or lost property will be held at reception for two weeks and then removed from the club.
- Management and employees or contractors are not responsible for any loss of or damage to personal property from the club or a locker.
- Please keep change rooms, toilets and shower facilities clean and consider other members when using.
- For health and safety reasons, always advise a staff member if you notice a maintenance issue.

6. MEMBERSHIP TYPES

- The membership type is noted on your membership form and / or application.
- With all memberships, if a member brings a Guest or casual visitor, they must arrive and depart at the same time.
- Fixed term memberships that are paid in full in advance are for the minimum period stated on the application form. This is not refundable. This type of agreement will terminate automatically upon expiry of the fixed term unless another Agreement is entered in to.
- Direct debit payment memberships are paid in advance as stated on the application form.
- Casual membership options allow access to the club and are restricted to one entry for that day. Entry is only available during the staffed hours. The conditions of use are stated on the Casual pass form required to be signed on the first day a casual visit occurs and also on a club supplied voucher (if applicable).

7. MEMBERSHIP TRANSFER

- The membership may be transferred to another person at our reasonable discretion and will need to comply with the following:
- The original membership applied for was 12 months or greater.

- Is still within the minimum term of the original membership.
- The person you are transferring the membership to is a non-member of the club nor has been in the last 3 months.
- Upon transfer the new member will be required to pay a set-up fee of \$39.00 which includes the direct debit establishment fee (if applicable).
- The new member agrees to comply with the same terms and conditions as the transferring member.

8. CANCELLATION / TERMINATION

Cancellation of membership during cooling off period:

- Your new membership is subject to a seven (7) days cooling off period from the date of signing during which time you may cancel your membership.
- Notice must be given in writing and received by the club within the cooling off period.
- The cooling off period applies only to new memberships. It does not apply to membership transfers or renewals.
- Upon cancellation under this clause access to the club will be denied and the keytag is to be returned to reception.
- Upon approved cancellation under this clause and the keytag and any other merchandise received on joining being returned to reception, all monies paid will be refunded with the exception of an administration fee of \$59. Refunds will be made by EFT. No cash refunds will be issued.

Minimum Term and Minimum Membership Contract Value:

- The minimum term of a membership Agreement is the minimum agreed payments at the membership rate. For example, a 12 month membership agreement if paid weekly is 52 payments at the membership rate noted in the Agreement, or if paid fortnightly is 26 payments at the membership rate noted in the Agreement.
- The Minimum Membership Contract Value is minimum agreed payments multiplied by the membership rate.
- For example if the membership rate is \$14.95 per week, for a contract period of 12 months (52 weeks), the Minimum Contract Value is \$777.40.
- If suspension or payment break time is applied to your membership either requested by the member or mandated by a Responsible Authority, this amount of time is added to the Minimum Term. For example, if the member account is suspended (paid or unpaid suspension time) for 4 weeks on a 12 month membership, the minimum term will be 56 weeks, with 52 weeks paid at the membership rate noted in the Agreement.

Cancellation of membership after minimum term:

- There will be a period of notice of 30 days from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full, and will be debited on the next debit date.
- You will be required to come to the club to return your keytag and sign a cancellation form or as otherwise directed by the club manager in special circumstances.
- The notice period to cancel a membership will need to take into account any suspension or payment break time applied to your membership. This includes mandatory closure of facilities by a Responsible Authority including but not limited to a government or council body.

Cancellation of membership before minimum term:

- You may terminate your membership Agreement before the expiry of the Minimum Term if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request.

- You will be required to come to the club to return your keytag and sign a cancellation form or as otherwise directed by the club manager in special circumstances.
- If more than 6 months is remaining on the Minimum Term of the Agreement a cancellation fee of \$195 is payable.
- If there is less than 6 months remaining on the Minimum Term of the Agreement, either a cancellation fee of \$195 is payable or the amount of the future membership fees payable per the Agreement – whichever is the lesser.
- The notice period will exclude suspension or payment break time applied to your membership. This includes mandatory closure of facilities by a Responsible Authority including but not limited to a government or council body.
- You agree that your membership Agreement has not been terminated until such time as this is confirmed in writing to you by management (they will contact you not more than 14 days after the termination date). Termination of your membership Agreement will also terminate the Direct Debit Request Authority (if applicable).

Termination of membership by GGF:

GGF reserves the right to terminate this membership agreement in any of the following circumstances:

- You fail to abide by any of the criteria listed in the Conditions of Entry or the obligations listed in this Agreement.
- If any of the membership fees and dues remain unpaid for 30 days after falling due.
- If you have provided us with false details when applying for membership or have not disclosed to us changes to your details or not advised us of changes to your health condition during your membership that should reasonably be disclosed.
- The temporary or permanent closure of the club where a suitable replacement club is not available for the membership to transfer.

9. SUSPENSION OF MEMBERSHIP

- If you wish to suspend your membership a minimum notice period of 7 days is required.
- If you have a direct debit membership, you must also contact enquiries@reckeys.com.au at least 3 days prior to the date of the first suspension payment due date.
- The period of any membership suspension will be added to its Minimum Term so that the sum of the instalments payable for the Minimum Term shall remain the same regardless of any membership suspension.
- Suspensions are available for a minimum of 2 weeks and maximum of 10 weeks per calendar year and is only available to you if your membership dues are paid up to date.
- All suspension requests must be applied for in writing.
- No backdated suspension requests will be approved.
- Suspension dates must coincide with the nominated billing dates per your application.
- A suspension fee of \$4 per week is payable in advance for Paid In Full Memberships and for direct debit memberships the fee will be debited from your existing account on the next billing cycle.

10. MEMBER OBLIGATIONS

- Advise reception of any changes to your contact details, direct debit or banking details.
- Comply with all aspects of this Agreement and any signage or terms displayed in the club.
- It is your obligation to inform us in advance if there are any risks to your health participating in activities at the club and if necessary obtain approval from your Doctor or medical practitioner.
- You further warrant that you will advise any material changes to your health whilst a member to management and not use the facilities whilst suffering from any infections or contagious

illnesses. Minor ailments (e.g. cuts, sores, or minor infections) can still cause risk to other members and we ask you to consider the well-being of other members.

- We reserve the right to refuse entry or terminate memberships based on health and safety reasons.
- You will need to cancel direct debit facilities for your membership when this Agreement expires or is terminated.
- In the event of any willful or negligent damage solely caused by you to any equipment or facilities of the club you agree to be responsible for cost of rectification of the damage.

11. FEES AND OVERDUE FEES AND REFUNDS

- Entry into the club is revoked if a member's account is in arrears in excess of \$60.00. Until such time as the account is returned to the terms in this agreement, access will be denied to the club.
- Membership fees are payable in advance and depending on your membership maybe weekly, fortnightly, monthly or paid in full for the term agreed in your application form.
- For members electing to use a bank account supplying BSB and Account number details, a pay as you go fee of \$0.50 per week for direct debit memberships is payable with your membership fee in advance and depending on your membership maybe payable weekly, fortnightly or monthly.
- For members electing to use a credit card or debit card (for example, Visa, Mastercard, Amex), a pay as you go fee of \$0.50 per week for direct debit memberships is payable plus a percentage fee charged by Ezydebit on the total debit value. This is charged with your membership fee in advance and depending on your membership maybe payable weekly, fortnightly or monthly. The Ezydebit fee will be noted in the key terms and may vary from time to time.
- The beginning of the membership may have a pro rata charge which is based on the number of days between the membership start date and the first direct debit date shown on the application form.
- If a payment of your Membership fees is declined by your financial institution, a fee of \$14.95 per due payment may be charged and will be payable by you.
- The member agrees to provide update information on their account details should they change (for example, credit card expiry date).
- GGF or its nominated debt collection service will attempt to contact you about retrying the debit.
- If the debit remains in arrears it will be processed within 14 days of the reversal along with any late fees that apply.
- If unpaid fees remain outstanding and after attempts by us and / or our debit provider to rectify the arrears, your membership may be forwarded to a debt collection agency for further action.
- If your membership is cancelled or terminated we may recover any outstanding membership fees and dues and reasonable costs and expenses we incur as a result of your breach, including debt recovery expenses of engaging an external collection agency and legal costs (without limiting any other right or remedy we have).
- Unless otherwise allowed for in this Agreement all monies paid are non-refundable.

12. DAMAGE & PERSONAL INJURY

To the extent permitted by law, GGF and / or our debit provider excludes any liability to the Member in Agreement, tort, statute or in any other way for any injury, death, 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 this Membership Agreement and/or the services/products provided by GGF and/or our debit provider, and/or any act or omission of GGF and/or our debit provider.

13. PRIVACY

- Personal information (defined in the Privacy Act 1988 (Cth) from you is used to provide you with our services, manage your membership and for other purposes.
- We 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

14. MEMBERSHIP FEE INCREASE

- If a member has joined with a 12 or 18 month membership term then after your minimum term has expired your membership fees will increase automatically by 4% from the first direct debit date and annually thereafter without further notice.
- If a member has joined with a month to month membership term or a membership of less than 12 months minimum term, then after a minimum period of 12 months your membership fees will increase automatically by 4% from the first direct debit date and annually thereafter without further notice.
- For all other membership fee increases which occur from time to time, we will provide at least 30 days' notice to you by way of post, email or SMS to the address provided by you in the Membership Application Form.
- An increase (if any) will only occur to memberships that are past the minimum term. In the event of an increase you authorise us to increase any direct debits to your nominated account.
- If you do not wish to accept an increase you may terminate this Agreement as explained under "Cancellation of membership after minimum term".

15. CONTRACTORS

- Contractors such as Personal Trainers and Instructors may provide services at the club from time to time.
- Any claim which you might have as a result of an act or failure to act by a contractor you agree that the club is not responsible for and you agree not to hold us liable and indemnify us and keep us indemnified for any claims suffered by you as a result of negligence by a contractor.

16. CHANGES TO SERVICES

- On occasion some of the facilities of the club may need to be closed for the purposes of repairs and maintenance.
- Government legislation from time to time may also affect the operation for some of the times the club is open or the services it provides.
- In these events we will advise notice as early as possible however there will be no reduction or suspension of membership fees as a result of these events.
- The club hours may be varied from time to time without notice.

17. GOVERNING LAW, SEVERABILITY AND VARIATION

- You agree that the laws applicable in Victoria govern these Terms and Conditions
- In the event that part of this Agreement is or becomes illegal, void or unenforceable, that part shall be severed from the Agreement and the remaining part of the Agreement remains enforceable.
- These Terms and Conditions from time to time may be updated, reviewed and changed. We will provide 30 days notice by way of mail, email, text message or posting on our website prior to

such changes coming in to effect.

- You agree to abide by and agree to such changes and are deemed to have accepted them should you continue your membership after the notice period.

PRIVACY POLICY

OUR DETAILS:GGF PLUS PTY LTD (ACN 619 344 393) ATF GGF PLUS TRUST (96 330 358 658)

Referred to in this document also as "GGF", "we" or "us".

This Privacy Policy advises you how we collect use and disclose and store your personal information.

CONSENT TO AND HOW WE COLLECT INFORMATION

When providing or submitting information to us, you consent to us using and disclosing your information when you contact us by way of website interaction, social media platforms, or by visiting or calling the club.

Ways we collect this information directly include:

- When you contact us about our services or products
- Filling in membership application forms or other forms (including online)
- Provide photo ID
- Making payments for services
- When you make a booking or send an enquiry or feedback
- Subscribe to any of our groups or mailing lists including social media
- Provide information by phone or in documents sent by fax or email;
- Enter promotions the club may run from time to time
- Via CCTV footage at the club

And indirectly include:

- Doctor, professional or TAC referrals
- Our bank or payment service providers
- Credit reporting agencies that may be engaged by us
- From your guardian or emergency contact provided in your application form
- Commercial partners we cross promote with from time to time
- Market research businesses engaged to provide us with market information
- Publicly available information

PERSONAL INFORMATION COLLECTED

Personal information we collect will depend on the type of interaction we have with you. We collect personal information in a lawful, fair and non-intrusive manner and sensitive information only with your consent.

The type of information may include the following:

- Your name, address, phone number(s) and other contact information
- Date of birth
- Health information pertinent to joining the club
- Licence or passport and photo identification
- Credit card or bank details
- Tax information or medicare information
- For employment purposes information on education, employment history

HOW YOUR PERSONAL INFORMATION IS USED

Personal information we collect is used in a number of ways including the following:

- Allowing us to provide the service and the administration required to meet that service
- To provide feedback to your enquiry
- To continue developing systems and techniques to improve our services
- To promote/market our services
- To assist with and adopt business processes
- For market research purposes
- To undertake risk assessment and management and insurance purposes
- To enable us to comply with and maintain our obligations under the law
- For credit reporting agencies
- Financial institutions including our own bankers
- Our professional advisors
- Service providers
- Law enforcement bodies

Our business may use a Direct Debit Service Provider and we may provide them your information to provide that service.

We also employ other companies and providers for services and we take reasonable steps to ensure they will protect your personal information in accordance with Australian privacy laws.

We do not provide any personal information to any third parties other than where required by law or as set out in this Privacy Statement.

We do not sell your personal information to others and will co-operate with law enforcement bodies.

SECURITY OF PERSONAL INFORMATION

All reasonable steps are taken to ensure that all personal information is treated confidentially, kept

secure and protected against unauthorised use, modification or disclosure and is maintained only for the purpose for which it is intended.

Our employees are obliged to respect the confidentiality of any personal information held. We only permit authorised personnel to access your information and information will only be disclosed to third parties where they have the appropriate authority. We destroy or de-identify personal information we no longer need, wherever possible. We use secure data communications technology which include;

- information being stored on secured networks consistent with industry standards, and is only accessible by those employees who have special access rights to such systems;
- where your information is in hardcopy form, such documents are stored in secured areas only accessible by those employees with special access rights;
- our EFTPOS terminals for credit card transactions at the retail outlets are PCI Compliant to provide necessary security over credit card data; and
- our IT networks undergo necessary penetration testing to continually identify and remediate potential opportunities for unauthorised data access;

We will not be responsible for any loss or harm that you may suffer as a result of a leak of your personal information unless we have breached this Privacy Policy or the Australian privacy laws. You have the rights given by the Privacy Act 1988 (Cth) as amended. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.

ACCESS TO PERSONAL INFORMATION

You have a right to request access to your personal information held by us and to update your details or request us to remove your details should you wish to "opt out" in the future. Should you wish to access, update or remove your details, please email us enquires@reckeys.com.au

COOKIES & GOOGLE ANALYTICS

Cookies are small strings of information files that a site or its service provider transfers to your browser that enables the site or service provider's systems to recognise your browser and capture and remember certain information. For instance, we use cookies to help us remember your Home location choice. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

The cookies we pass to your electronic device are anonymous and do not hold information about you and are not capable of revealing your personal identity

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies through your browser settings. This though can limit functionality of our website.

Google Analytics uses cookies to help analyse how the website is being used by those going to the website.

The information generated by the cookie about your use of our website will be transmitted to and stored by Google on servers in the United States of America. Google will use this information for the purpose of evaluating your use of our website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any

other data held by Google. By using our website, you consent to the processing of data about you by Google in the manner and for the purposes set out above. You can view Google's privacy policy by visiting their website at www.google.com

EXTERNAL LINKS

Our websites may contain links from time to time to other websites. These links may provide information or interest to you but we do not operate or control those sites. You should therefore check the privacy policy of the linked site before submitting information to or via that site. This Privacy Statement does not cover these linked sites.

CONTACT DETAILS

Should you have a concern or complaint in relation to the way in which your privacy or information has been handled, please contact us at enquiries@reckeys.com.au and attention to the manager/owner. We will investigate the matter and provide response in a reasonable timeframe.

If in the event you feel the matter has remained unresolved, you can take the issue to the Office of the Australian Information Commissioner (enquiries@oaic.gov.au or phone 1300 363 992)

Waiver

IMPORTANT NOTICE AFFECTING YOUR LEGAL RIGHTS—PLEASE READ CAREFULLY

You acknowledge that Go Get Fit Plus Pty Ltd ATF GGF Plus Trust ("GGF", "us", "we", "the club") trading as 'Re-creation Keysborough', its officers, employees, agents, contractors ("staff") takes all reasonable steps to provide you with a safe & fit for purpose health club facilities, equipment, classes and training programs ("our services")

By joining the club you acknowledge that there are certain inherent risks in relation to the use of our services. You acknowledge that we have provided you with a warning to these risks that include the following:

- Personal injury and loss (including financial loss) and damage
- Personal injury and loss (including financial loss) resulting from your actions, actions of others or equipment breakdown or failure, and
- Loss or damage to personal property whether it be lost, stolen, damaged or destroyed.

In the event that you suffer an ailment either physical or mental, you acknowledge that you have either received or declined to receive medical advice about participating in exercise and exercise programs at our club.

You acknowledge that you fully understand these risks and terms and conditions and participate freely and accept these risks involved. You agree to indemnify, and will not hold responsible GGF and GGF staff and contractors from all claims and liabilities (whatsoever in nature) associated with your

use of and/or participation in and/or reliance on our services and you hereby release GGF and GGF staff and contractors from any claims or actions (whatsoever in nature) that may be instituted in relation to your use of and/or participation in and/or reliance on our services.

This exclusion of liability does not apply to liability which cannot be contracted out of due to statute.

You acknowledge that you are physically and mentally capable of using our services and that you have read this document and sign it of your own free will.