

TERMS & CONDITIONS

MEMBERSHIP TERMS AND CONDITIONS

These Terms govern the access or use by you of Z 24HourFitness facilities, equipment and other related services. Before accessing or using our services please read and understand the following Terms.

1. MEMBERSHIPS (a) To inform Z 24Hourfitness of any change of personal details, including: postal address, contact phone number, email address and any relevant information regarding your membership. (b) Confirm all personal health and fitness information prior to start of your membership. (c) Not to use Z 24hourfitness facilities if you are suffering from any infections, contagious illness, disease or physical condition such as open cuts, sores or infections that could cause harm to other members or staff. (d) Agree with unattended and club rules at all times. (e) To always use a towel on all Z 24Hourfitness equipment and to wipe down all machines with cleaning spray after use. (f) To always wear covered shoes but not gumboots, work boots or slippers. (g) MINIMUM TERM means contract for a specified time. After the minimum term date has passed cancellation is free or the membership continues until 10 days' notice is given. (h) If I for get to cancel after my minimum term has passed no refund is due. (i) Memberships maybe transferred to a new member for a fee set out by Z 24Hourfitness. (j) Month to Month memberships are paid weekly until the last day of the month. Notice must be given before a new month starts or I agree and acknowledge to pay until the end of the month.

2. MINOR CONSENT (UNDER AGE) (a) If under the age of 18 your parent or guardian must be present at the signing of your membership agreement and co sign the document. And also agree to these Terms & Conditions. (b) Minor consent must be filled out prior to start of your membership.

3. DIRECT DEBIT / PAYMENT OF FEES / MEMBERSHIP (a) You agree that Debitsuccess will debit your nominated account weekly or fortnightly the amount attached to your membership. Any missed payments that may attract a failure fee will be charged to your account. If your accounts becomes greater than 21 overdue Debitsuccess will use a collection service to recover outstanding amounts.

4. JOINING FEE (a) You must pay join fee prior to start of your membership unless Z 24HourFitness advises different

5. PAY IN ADVANCE MEMBERSHIP

(a) Pay in advance memberships are non-refundable. Non-use of gym does not mean refund.

6. FEES INCREASE 1. Z 24HourFitness reserves the right to increase membership fees charged. Z 24Hourfitness reserves the right increases membership fees within a minimum term agreement with 30 days notice of intention. You authorise Debitsuccess to increase any direct debit to your account.

7. DAMAGE / ACCESS CARD /ACCESS BY NON MEMBERS (a) If you cause damage that is seen as

deliberate or negligent or direct breach of these terms you will be liable for the repair costs, replacement costs and will be debited from your nominated account via direct debit. Your membership could be terminated. (b) Access cards are per membership and must be scanned before entry into Z 24HourFitness facilities. (c) If you allow access to a non-member this can be seen a breach of these terms and Z 24HourFitness has the right to terminate your membership and recover all fees owing. (d) New cards can be brought if lost or stolen please advise Z 24hourFitness staff.

8. CANCELLATION OF MEMBERSHIP (a) You can request to cancel your minimum term with 10 days' notice. (b) Any cancellation of your agreement within the minimum term you will be charged \$150 and can be collected via direct debit with your nominated account. All over fees will need to be paid before cancellation of your membership.

9. Z 24HOURFITNESS RIGHTS TO CANCEL (a) Z 24HourFitness has the right to terminate any agreement without delay if a breach of these terms has been made. • Fails to pay membership fees when due • Failing to follow club rules • Intentional damage • Allow access to non-members • Deemed serious misconduct. • Open door after hours.

10. INDEMNITY (a) I acknowledge that the use of Z 24HourFitness during staffed and after hours may pose a risk of injury or harm. I confirm that while in the facility I will use the equipment and services at my own risk and that I release and indemnify Z 24HourFitness its staff, servants and agents against any and all claims relating to any injury, loss or serious harm caused to me or my property.

11. PERSONAL PROPERTY (a) I acknowledge that while in the facility I am responsible for my own belongings. Z 24HourFitness is only responsible for the minimum requirements by law.

12. SECURITY (a) I acknowledge that for security and accept for safety Z 24HourFitness can use security video surveillance systems to monitor the facility 24 hours a day. Video systems are limited to gym floor only.

(b) No doors will be opened after staffed hours. This could result in deletion of your membership

13. BUSINESS INTERRUPTION OR RELOCATION (a) From time to time Z 24HourFitness may need to perform maintenance, repair or relocation. We may need to restrict access to all members for no more than 10 hours in one 24hour period with 5 working days' notice. In the event of urgent matters management will give notice.

14. CONTRACT TRAINERS (a) Z 24HourFitness may use contract trainers to carry out personal training whilst in the facility. Z24HourFitness takes no responsibility for the services and advice

provided. I agree to not hold Z 24hourFitness liable and agree to indemnify Z 24HourFitness for any claims suffered by you as a result of negligence by a contractor.

15. TERMS CAN CHANGE (a) Z 24HourFitness reserves the right to amend change these terms and conditions at any time with reasonable notice. Z 24HourFitness may require you to follow additional new rules during the course of your membership.

16. PRIVACY POLICY (a) Z 24HourFitness's collection and use of personal information will be secured and private. I acknowledge that Z 24HourFitness may provide debitsuccess, insurer with any necessary information when required.

17. MEMBERSHIP HOLDS (a) Can be put on hold for a minimum of 4 weeks to a maximum of 12 weeks. 7 days notice is to be given prior to a membership hold.

18. STUDENT DEFINITION (a) Student means "of high school age" not tertiary or adult students.