

FEES AND OTHER CHARGES

Joining Fee - \$65.00

Administration Fee - \$ 12..00

Cooling off Cancellation Fee - \$50.00

Guest Fee - \$30.00

Cancellation fee (cancelling with valid reason) - 50% of the remaining time of the minimum term.

Cancelling within lock in contract is not allowed

DEFINITIONS

Agreement means this Agreement between you and us.

First Direct Debit Date means the first date of your fortnightly direct debit payment as set out in the Payment Details.

Facility means the premises and all exercise areas, bathrooms, equipment, weights, benches, mats and machines that you may use.

Fees means the fees that apply under this Agreement.

Member means a member of All Time Boxing.

Membership means the Agreement between you and us which arises when you submit your application for membership to use the Facility and/or Services of All Time Boxing.

Membership Details means the part of this Agreement described as the Membership Details.

Membership Fees means the Fees you pay to access the Facility and Services of All Time Boxing as set out in the Membership Details and under this Agreement.

Minimum Term means the minimum term commitment for an ongoing membership.

Minimum Term Commencement Date means the date this Agreement commences as set out in the 'Membership Details'.

Minimum Term End Date means the last date of the Minimum Term commitment set out in the 'Membership Details'.

Ongoing Membership Agreement means an Agreement that continues after the Minimum Term End Date on an ongoing basis until cancelled in accordance with clause 5

Services means the programs, classes, and personal training sessions of All Time Boxing that you may use.

Terms and Conditions means the part of this Agreement referred to as Terms and Conditions.

TERMS AND CONDITIONS

1. Cooling off period

- 1.1. If you change your mind within 24 hours of signing this Agreement, you can cancel your membership without cause or reason.
- 1.2. You must give us written notice of the cancellation of your Membership within the cooling off period.
- 1.3. A cooling off cancellation fee will be charged for cancelling your Membership during the cooling off period.
- 1.4. We reserve the right to take the amount due on the first Direct Debit Date (as specified on your payment details) in the absence of payment being made by other means.
- 1.5. Any Fees that are required to be refunded to you will be paid within 7 days after you have cancelled your membership. In determining the refund amount, we are entitled to deduct from you the cancellation fee and a reasonable amount for any fitness products or Services provided to you.

2. Direct debit payment authority

- 2.1. By nominating a credit or debit account, you authorise us to deduct from that account all Fees and other charges you are responsible for under your Agreement.
- 2.2. We will continue to debit your nominated account after your Minimum Term End Date unless you make certain changes to your Membership before that date.
- 2.3. Membership Fees are paid in advance for Services.
- 2.4. You must ensure there is enough money in your nominated account on the usual payment date, or the next working day.
- 2.5. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within our control), you will be charged an Administration Fee. This will be added to your next debit amount.
- 2.6. If we cannot recover the unsuccessful payment plus the Administration Fee, we will automatically add the amount to your next scheduled debit.
- 2.7. It is your responsibility to ensure that your banking details are correct and current. If your account details change, you are required to provide written notice 14 days prior to your next scheduled debit.
- 2.8. You authorise us to deduct any fees and other charges outstanding on your account.
- 2.9. You will continue to be debited as per this Agreement regardless of whether you are using our Facility or Services at any given time.
- 2.10. Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in your account when payment is due.

3. Changes to this Agreement, Terms and Conditions, and Facility

- 3.1. You acknowledge that we may in our sole discretion from time to time alter our opening hours, policies or rules, fitness timetables, Facility, items of equipment or any of the products, Services we offer or supply and Coaches or Personal Trainers.
- 3.2. You acknowledge that we may in our sole discretion from time to time alter our Fees that apply after any Minimum Term.
- 3.3. If we need to close temporarily for any reason, including but not limited to renovation and/or building repairs or maintenance, we will place your 'membership on hold where the closure is greater than 10 days in duration.

4. Minimum Term

- 4.1. The Minimum Term of your Membership is set out in your Membership details, but your

Membership may be terminated before the end of that period in accordance with this Agreement.

5. Ongoing Membership

- 5.1. This is an Ongoing Membership Agreement.
- 5.2. If you have not notify us on canceling your membership before the 6 month term, your membership will automatically renew for another 6 months.
- 5.3. The Agreement will continue after the Minimum Term until either you or All Time Boxing terminate it in the way described in this Agreement.
- 5.4. If an automatic direct debit arrangement is in place, Membership Fees will continue to be debited from your nominated account until you or All Time Boxing cancels the arrangement in writing.
- 5.5. If you terminate the Agreement or stop the automatic debit arrangement in a manner not described in this Agreement, then you may be liable to All Time Boxing for breach of contract.

6. Canceling your Membership

- 6.1. You cannot cancel your Membership within the minimum term.
- 6.2. You cannot cancel your Membership verbally.
- 6.3. You can cancel your membership within minimum term for valid reason ex. relocating(new address/utility bill that is under your name is required), injuries/health (medical certificate is required) however cancellation fee applies.
- 6.4. From the date All Time Boxing receives your written request to cancel your Membership, one further direct debit is required plus a Membership Cancellation Fee if the membership is canceled before the Minimum Term.
- 6.5. All Services must be paid for in order for your Membership cancellation to be finalized.
- 6.6. Cancellation fee only applies if only payments are successful if not it has to be paid the full amount of minimum term.
- 6.7. We are entitled to recover from you any unpaid Services or Fees provided to you up to the date All Time Boxing receives your cancellation request.

7. Debt Collection

- 7.1. If you terminate the Agreement or stop the automatic debit arrangement in a manner not described in this Agreement, then you may be liable to All Time Boxing for breach of contract.
- 7.2. We are entitled to recover from you any unpaid Services or Fees provided through debt Collection/collector.

- 7.3. Whatever debt collecting cost, all fees make on part of All Time Boxing you will be liable to the cost of the debt collector.

8. Putting your Membership on hold

You may temporarily suspend your Membership for any reason if your account is up to date.

- 8.1. In any 12-month period, you may freeze your Membership 2 times for up to 1 months for both periods combined.
- 8.2. While your Membership is frozen, the Minimum Term will be extended for the same time as the freeze period. Direct debit payments that fall in the freeze period will also be frozen.

9. Risk and liabilities

- 9.1. You acknowledge and understand that participation in activities within your membership require varying degrees of physical exertion and/or physical risk which may cause your death or personal injury.
- 9.2. Under the Australian Consumer Law (ACL) we guarantee that the Services we supply:
 - 9.2.1. are provided with due care and skill;
 - 9.2.2. are reasonably fit for any purpose you have told us you are using the Services for or told us you wish to achieve; and/or
 - 9.2.3. are supplied in a reasonable time.
- 9.3. Under certain legislative provisions, however, we can ask you to accept some limitations to the ACL guarantees.
- 9.4. By signing this Agreement, you agree, to the extent allowed by section 139A of the Competition and Consumer Act 2010, to exclude or modify our liability to you for death or injury from our failure to comply with ACL guarantees

10. Other implied terms

- 10.1. Nothing in this Agreement excludes, restricts, or modifies any terms, conditions, warranties, guarantees, rights, or remedies which cannot lawfully be excluded, restricted or modified. Unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 8, we are not liable for death or injury caused by our negligence or breach of implied terms that Services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

11. Loss of property

- 11.1. You acknowledge that you will not unnecessarily bring valuable items into the Facility and agree that it is not the

responsibility of All Time Boxing to look after unattended property.

- 11.2. We take no responsibility for the loss of or damage to your personal belongings.

12. Damage to property

- 12.1. You agree to pay for any damage to the Facility and All Time Boxing caused by you or your Guests through a wilful act or negligence.

13. Breach

- 13.1. If you breach any of the terms of this Agreement or our Terms and Conditions, we will respond in a way we consider fair and appropriate. For example, in less serious cases we may issue you a warning but in serious cases or where you have repeatedly breached your Agreement or our Terms and Conditions, we may suspend or cancel your Membership. If you breach causes us or another person costs, loss or damages, you agree to pay for these.

- 13.2. In addition to our other rights under this Agreement, we may terminate your membership by written notice to you if you:

13.2.1. fail to act in accordance with any obligation under this Agreement and, if the failure is capable of remedy, you do not remedy the failure within 14 days of giving you written notice requiring you to do so;

13.2.2. verbally or physically abuse other members or our staff;

13.2.3. behave in a way that we consider, acting unreasonably, brings All Time Boxing or staff into disrepute. This includes but is not limited to:

13.2.3.1. inappropriate use of public websites/chat sites; or

13.2.3.2. conduct of illegal activities at the Facility, including theft or prohibited drug use.

14. Guests

- 14.1. You may bring a guest to the Facility only if they register with All Time Boxing staff, pay a Guest Fee and meet our other reasonable terms and conditions.

15. Your physical condition

- 15.1. When you sign this Agreement and each time you use the Facility and/or our 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 Facility and our Services until you have sought appropriate medical guidance and advice that you can exercise.

- 15.2. You agree to give us all relevant personal health and fitness information both before

and during the course of any exercise program or other activity.

- 15.3. You agree that any pre-exercise screening or other screening is no substitute for medical advice and does not guarantee against injury or death.

- 15.4. You promise that the information you give us will be true and accurate and not misleading in any way.

- 15.5. You must not use the Facility and/or our 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.

- 15.6. We may suspend or cancel your Membership if we have reason to suspect that you have not complied with clause 14.

16. Proper use of equipment

- 16.1. You promise to take care to use the Facility and/or our Services safely and properly. If you are ever not sure how to operate any equipment properly, you must ask our staff before you use it.

17. Unacceptable conduct

- 17.1. If you behave in a risky or inappropriate way, for example, threaten or harass other Members, damage equipment, distribute or use illicit substances, or train other Members without our permission, appropriate action will be taken. We may choose to suspend or cancel your Membership immediately and/or we may refer the matter to the appropriate authorities.

- 17.2. If your conduct causes us or another person costs, loss or damages, you agree to pay for these.

- 17.3. You acknowledge that engaging in any commercial or business activities in the Facility, such as offering training Services or selling goods in the Facility is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

18. Security

- 18.1. The Facility has CCTV security cameras recording 24-hours a day (except in bathrooms). This system is used for security purposes but does not guarantee against harm. You should contact All Time Boxing if you have questions regarding this.

19. Members under 18 years old

- 19.1. If you are under 18 years of age you cannot enter into a direct debit arrangement or an Agreement with us without the full consent of your parent or guardian, who must also take full financial responsibility for your Membership regardless of whether they are paying for the fortnightly debits or not. We

require your parent or guardian to sign your Agreement on your behalf.

19.2. By entering into this Agreement on your behalf, your parent or guardian:

19.2.1. takes responsibility for ensuring that while you are under 18 years of age, you exercise safely and otherwise comply with these Terms and Conditions; and

19.2.2. agrees to hold All Time Boxing harmless in respect of any claim made by or on behalf of the child against us to the extent that any such claim would have been excluded under this Agreement, had you been an adult and entered into this Agreement on your own behalf.

20. Consent to use your image

20.1. 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 All Time Boxing and you assign your rights in any of these materials to All Time Boxing.

21. Facility and equipment

21.1. Members must immediately replace all weights and equipment upon completion of exercise. Members must not leave equipment on the floor. This is a safety issue and will be strictly enforced.

21.2. Members must immediately report any breakage or damage to equipment to All Time Boxing staff.

21.3. Members are asked to treat the Facility and equipment with care.

22. Personal training

22.1. As part of your Membership, you may purchase personal training sessions.

22.2. If your personal trainer is unavailable, another personal trainer will be assigned to your session. If a personal trainer is unavailable for your session, it will be re-booked for another time.

22.3. Personal training sessions are purchased from All Time Boxing and not from any individual personal trainer. In the absence of or the departure of a personal trainer, you agree that All Time Boxing is entitled to assign another personal trainer for your sessions. We will use reasonable endeavours to assign a personal trainer to you as soon as possible.

22.4. It is the responsibility of the Member to ensure that sessions are not accrued in excess of what can be used.

23. Unexpected events

23.1. We are not responsible if Members cannot use the Facility because of an event caused by natural forces (such as fire or flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.

24. Severability

24.1. If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted, and this does not invalidate the rest of this Agreement.

25. Waiver

25.1. If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in future.

26. Entire Agreement

26.1 You agree that we have not made any representations or promises that you have relied that are not in this Agreement.