



Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

Thank you for taking the first step towards a healthier lifestyle with us here at Freshstart 24/7 Gym Pty Ltd. We trust you will enjoy your time with us and we hope we can be of as much assistance as possible, in helping you to reach the results you set out to achieve. If at any time you have any questions, need any help in our facility or would like to bring anything to our attention, please do not hesitate to contact us via your Membership Manager, as we are as determined in helping you achieve your individual health and fitness goals, as we are to promote health and fitness throughout the greater community.

Yours in fitness, health, and wellbeing,

The Freshstart and CrossFit Conditioning Team.

Freshstart's Membership Terms and Conditions

Please read through this information carefully and keep it in a place where you can refer to it from time to time. Contents:

- Recommendation.....Page 1
- Membership Categories Page 2
- Membership Terms and Conditions Page 2
- Release and Indemnity Page 8
- Direct Debit Agreement Page 8
- Rules of Fresh Start 24/7 Gym Page 10
- Operating Hours Page 12
- Privacy Statement Page 13
- Other Information Page 13
- Definitions Page 13

Recommendation

Before commencing any exercise program, we recommend that you get full clearance by your General Practitioner (G.P).

We recommend that you consider these terms and conditions before you agree to become a member of Freshstart. Our Membership Terms, Conditions and Rules may change from time to time. We will make an effort to contact you in advance as defined in Operations and Rules Changes – in the Rules section. A copy of the terms will be available on our website.

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

NOTE: If, after agreeing to become a member of Freshstart, you decide you do not wish to go ahead with your membership, please refer to Paragraph 8 (Trial Period).

Membership Categories

“Flexi” Membership - is a minimum 4 weeks of continuous payment plan. Members can then terminate the direct debit contract with 28-day written notice any time after the initial 4-week minimum term.

“Results” Membership - is a minimum of 52 full calendar weekly payments which cannot be cancelled during this period except as outlined in Paragraphs 9, 10, 11 and 12.

The contract will continue to run after the minimum term on a week-to-week basis until cancelled in accordance with Paragraphs 9 or 10.

NOTE: Any time spent on suspension will be added onto the minimum term of the contract, so that the sum of the instalments payable for the minimum term of number of payments shall still be payable regardless of any suspension or suspension charges made.

All other membership sub-categories, for example, student, Strength & Conditioning, CrossFit, or 60+ will fall under either of the 2 previously mentioned categories, as stated on your Freshstart Membership Application and Contract.

Membership terms and conditions

- 1. FINAL CONTRACT ARRANGEMENT** - No contract will exist between you and Fresh Start or CrossFit Conditioning until both parties have signed the membership contract.
- 2. FRESHSTART’S ACCEPTANCE OF THIS CONTRACT** - In addition to the matters set out above, we have 7 business days after formation of a Contract to rectify any miscalculation reflected within the application of the Agreement or the DDR.
- 3. CLUB RULES** – Freshstart has rules and regulations that all members and visitors must comply with. The gym area, Group Fitness area and bathrooms can at time be higher risk areas and you must ensure that you abide by the rules which may be displayed in those areas, in handouts, emailed to members and on our website as well as in these terms.
- 4. MEMBERSHIP PRIVILEGE** - You will be bound by these Membership Terms once we have signed the contract and not, based on the amount of times you may use the club. As a member you are entitled to use the facilities of the Club only during the specified times and only for the term of this membership subject to meeting these Membership Terms and the rules applicable. Memberships are non-assignable, non-transferable and non-refundable except as permitted in these Membership Terms.
- 5. PAYMENT OF FEES** - Our Results and Flexi Memberships are paid weekly, fortnightly or monthly in advance, as set out in your Debitsuccess contract. You agree that all merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). These fees are paid to DebitSuccess, not Freshstart 24/7 Gym Pty Ltd. If they are not paid on the due

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you.

6. PRE-PAID MEMBERSHIP - PAY IN ADVANCE MEMBERSHIPS - You may choose to make advance payments of your fortnightly dues (whichever is applicable) up to any time limits imposed by law. Please be advised that you are still required to provide details of your direct debit account for immediate direct debit after the initial period (the period paid for in advance). A Results or Flexi membership cannot exist without a Direct Debit form being filled in.

PAY UP-FRONT MEMBERSHIPS – 1, 2, 3 or 12 month memberships are available to purchase as an alternative to a continuous direct debit membership. These types of memberships are paid in advance. It is important to know that when it comes time to renew your membership - in order to avoid the imposition of a joining fee upon renewal of your membership, you must renew it before it expires. You may renew your membership upon payment of the membership fees and administration fee current at the time of renewal. Your renewed membership will be on the membership terms current at the time. Please note, should you decide you no longer want to continue your membership, within the pre-purchased term, no refund will be given.

7. OUTSTANDING MONIES / NO ACCOUNT DETAILS – Access to the club may be suspended if any amount payable for your membership is not paid on the due date, until such time as payments are up to date. Any monies outstanding for other services in the club (for example, your Member Tab account at reception) may be automatically deducted from the supplied account/credit card details if not paid by you, in person at the club. PLEASE NOTE: Fresh Start will suspend your membership until full account details are provided.

8. COOLING PERIOD - You have a 'Cooling Period' of 7 days commencing on the date a Contract is formed. If you wish to utilise this period to cancel your membership, you are required to tell us in writing that you want to cancel your membership during your Trial Period. We will cancel your Contract and refund to you your initial payment less an administration fee of \$75.00. After the Trial Period ends, if you wish to terminate/cancel the Contract, you may pay a fee to us calculated in accordance with clauses 9, 10, 11 and 12.

9. WITHIN MINIMUM TERM CANCELLATION/TERMINATION FOR MEDICAL OR RELOCATION REASONS

- You can only cancel your membership prior to the expiry of the Minimum Term if you:

- become subject to medical incapacity
- If you relocate to an area not within 30 kilometres of Freshstart Gym, or
- If we make changes to the Contract which adversely affect you (refer to Paragraph 12 – Cancellation or Termination When Changes Made to Terms & Conditions or we breach our obligations).

Supporting documentation to our satisfaction is required for cancellation due to medical incapacity or relocation (in the case of medical reasons, by a qualified medical practitioner certifying that you are permanently sick or incapacitated from undertaking any exercise regime for a period of 12

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

months or the remaining term of your membership, whichever is the LONGER and in the case of relocation, by a real estate or similar agent certifying your relocation). In either of these cases, you may choose to transfer your membership Contract to someone you introduce to the club and who has not been a member of Freshstart for a minimum period of three months (relevant fees will apply). In this case the exit fee will be waived. If you do not choose this option, an exit fee will be charged depending on the number of weeks left on the contract. Please refer below.

CANCELLATION 'EXIT FEE': This fee upgrades your membership to a Flexi option (which would have been offered to you on joining) to allow cancellation of your contract within the Minimum Term period and is only offered for the reasons outlined above. For the remaining time of: 4-12 weeks \$100, 13-26 weeks \$150, 27-40 weeks \$170 and 41-52 weeks \$200 will be payable.

10. CANCELLATION OR TERMINATION WITHIN MINIMUM TERM FOR OTHER REASONS - If you wish to cancel your membership for any other reason before the Minimum Term of your membership has expired, you may do so by giving 4 weeks Written notice on a Cancellation Form supplied by Fresh Start (counted from the next direct debit date) and upon payment of a cancellation fee equivalent to the remaining payments due on your minimum term contract.

11. CANCELLATION OR TERMINATION OUT OF MINIMUM TERM - For any cancellation after the expiry of the Minimum Term you must give us 4 weeks written notice on a Cancellation Form supplied by Fresh Start (counted from the next direct debit date). All fees must be paid up to date at the time of lodgement of the cancellation form. Your cancellation will not take effect until we give you confirmation of your cancellation notice and receipt for payment of all required fees both of which we will provide. So there can be no mistake, for your membership cancellation to be effective, all your membership fees must be paid up to date on the date you give notice AND you must pay or make satisfactory arrangements to pay all membership fees for the period from the date of notice until the date it takes effect. Should you have outstanding fees, your cancellation will not be processed and you will have to reapply to cancel in writing once payment is up to date. NOTE: Payment Suspension periods do not count in any period of notice required to be given to cancel or terminate your membership.

12. CANCELLATION OR TERMINATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS - You may end your contract at any time by giving the Written notice on a Cancellation Form supplied by Fresh Start set out in paragraph 11 and if we tell you we are going to adversely change or add to these Membership Terms and Conditions, Club Rules or Club services and facilities or if we are going to adversely change the membership fees applicable to your membership. (This does not include group exercise timetable changes or changes to Child Minding schedules and procedures, opening hours or school holiday low usage period opening hour changes).

13. MONETARY REFUNDS - You have a 'Cooling Period' which commences on the date the contract is formed, or in the case of a new Club, the Grand Opening date, and will end 7 full days after this period where you will be refunded your initial payment (1 week up-front payment - if applicable) plus your joining fee, less the administration fee of \$75 - if you decide you do not wish to proceed with your membership application. This request must be made in writing and submitted and acknowledged within this period. After this period you are not eligible for any refund of money which you have paid to us for any reason. Should you pre-pay for a membership or a programme

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

offered at, or by Fresh Start, a refund will not be granted for any reason. This includes but is not limited to 1, 2, 3 & 12 month memberships, Freshstart Challenge, CFC Fundamentals and other special programs. In the case of point of sale items, we will exchange a product if it is faulty, however we will not exchange or refund due to change of mind.

14. FEE INCREASES - We reserve the right at any time, after the minimum period of the contract, to increase the fees to be charged. We will use reasonable endeavours to give written notice to the most current email address you have supplied at least one month prior to this occurring. You will be taken to have received notices sent to your latest email address given to us, on the second business day after we send them. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise the Company to increase any direct debits to your credit card or bank account which you have authorised upon joining (or on a separate Variation Form - whichever the most current) accordingly. We won't use this right to vary the terms on any special offer which applies to you i.e. fee reductions.

15. DEFERRED PAYMENTS - Where joining fees or other fees have been deferred (as shown on your membership agreement), you hereby authorise us to increase direct debits to your credit card or bank account which you have authorised (or on a separate Variation Form - whichever the most current) accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full. For example, there may be promotions where we allow the member access to the club on the basis that joining and/or administration fees will be debited from the authorized bank account or credit card on the first direct debit.

16. MEMBERSHIP PAYMENT SUSPENSION - Payments may be suspended for a minimum of 7-days and a maximum of 12-weeks. Suspension requests must be received to Freshstart 24/7 Gym PTY LTD in writing via email communication only to either info@freshstart.com.au or info@crossfitconditioning.com.au with a minimum of 3-days prior to the date of the first suspended payment. There is a charge of \$5.00 per week the contract is suspended unless a different fee is agreed upon at the discretion of Freshstart 24/7 Gym PTY LTD. Hold should be placed in 7-day increments, you will be charged \$5 for any days of 1-week you're on hold, plus your usual membership payments for the remaining days of that week. Any time spent on suspension will be added onto the minimum term of the contract, so that the sum of the instalments payable for the minimum term of number of payment shall still be payable regardless of any suspension or suspension charges made.

Additional periods (no longer than 38 weeks) are available for travel or medical reasons upon production of supporting documentation to our satisfaction. For up front memberships of less than 12 months, payment/time Suspension is not available.

17. MINIMUM AGE - Membership is limited to persons who are at least 13 years of age (unless written clearance is given by a qualified practicing medical practitioner). All members who are less than 16 years of age must be supervised by an adult when using the club facilities. If under the age of 18 years, a parent or guardian must complete your pre-exercise questionnaire. If under 18 years old, we may specify certain programmes, classes and activities where children may participate without adult supervision and which may be subject to additional fees due to the additional supervision requirements imposed on us by law. NOTE: You must be at least 16 years of age to

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

participate in weight-based group exercise or resistance training and it is highly recommended that the guardian or member pay for a qualified Personal Trainer to develop a suitable programme for the individual under the age of 18 years of age.

18. ACCESS TO CLUB - You will be issued with 1 Membership Card with a membership number when joining. Your photo will be attached to your account via our digital camera and stored on our club management software. Entry to the club without a valid Membership Card is at Fresh Start's discretion, photo ID must be shown. You must not loan your Membership Card or permit its use by anyone other than you. You can purchase a 24/7 access fob with the addition of a \$50 refundable security deposit and the completion of a 24/7 induction with a member of the Freshstart team. If you misplace the 24/7 tag, there is a charge of \$10.00 for a replacement, access to the gym will be denied without a registered fob.

19. ADMISSION RIGHTS - We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour that may be deemed threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of alcohol and/or illegal or performance enhancing drugs. We may issue warnings, suspensions and may terminate your membership for any breach of these Membership Terms & Conditions or failure to comply with club Rules. Restrictions may also be imposed, and warnings may be given at our sole discretion.

20. FEEDBACK PROCESS – Freshstart values both your feedback and complaints. We will Endeavour at all times to assist you with any concerns you may have. To effectively process your feedback we have a system in place so that feedback can be dealt with in a timely fashion. The initial feedback is always directed immediately to the relevant Head of Department within the club whose role it is to contact you within 5 business days (where possible and if appropriate) to discuss or resolve. Should you feel that it has not been resolved effectively, then it may be escalated to the General Manager and or the Directors who will in turn contact you.

21. CHANGE OF DETAILS - It is mandatory that you keep us informed of any change of address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership. It is our policy to have at least 1 current contact phone numbers as well as 1 other emergency contact number + a current email address. Access to the club will be denied if we do not have these details.

22. IN CLUB HELP IN RELATION TO USE OF THE GYM - You have an opportunity to book in for a discounted Personal Training Pack with 2 x 45-minute sessions for \$99, whereby a qualified team member will take you through equipment on the gym floor and take you through an initial gym floor program. Should you need further assistance, it may not be at all times available. If you believe that there is a risk to your health by participating in any of the fitness activities offered at the club, you must inform us in writing of that risk and give full details of the risk, and we recommend that you train under the guidance of a personal trainer. You warrant to us the accuracy of your answers to any questionnaire regarding your physical condition and we will rely on the accuracy of those answers. We may, at our discretion, deny your membership application until you receive written medical clearance from your doctor to proceed with an exercise program at the club and/or until you have received advice as to an appropriate exercise program. We strongly recommend that

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

written medical clearance is obtained prior to starting any form of exercise. You may at any time book into see one of our professionals in regard to exercise or diet. These consultations may have associated fees.

23. RISK WARNING - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by Freshstart and CrossFit Conditioning, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use. Fees may be associated with a service.

24. RESPONSIBILITY FOR DAMAGE - You are liable to indemnify the club for any loss or damage (including consequential loss and damage and legal costs incurred by us) which you or your guest may cause to the club facilities arising from a breach of this agreement, your negligence, or, any wilful act or omission committed by you. The club may ask you for reasonable payment for damages and refuse entry until payments have been made. If payment is refused, then your membership may be terminated immediately and, then if necessary legal action will be commenced (at your expense) to recover any loss or damage suffered by the club.

25. CONTRACTORS - Independent contractors are licensed to use the club to provide services, such as, but not limited to, personal training, nutrition, group exercise and massage. Any claim, loss or damage which you might have suffered as a result of an act or failure to act by such a contractor (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of, that contractor and not Freshstart or CrossFit Conditioning. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you because of an act or omission by a contractor providing services at the club. The Company will always assist, where possible, to resolve any conflict or issues with contractors.

26. YOUR PHYSICAL CONDITION - Whilst using the club facilities all Members accept responsibility for their state of health and physical condition. Upon signing your initial agreement, you filled in a Pre- Exercise Questionnaire. You warrant and represent on the date of the Contract, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. Freshstart and CrossFit Conditioning staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition.

26.1 We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about you or your guest's ability to engage in active or passive exercise. You shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

27. CLAIMS DERIVING FROM CLUB CLOSURE - If the club is closed for more than 2 days for refurbishment or it has been damaged, you may, without charge, transfer your membership to anyone who is not a current member of the club or we will suspend the necessity to pay a membership fee for the period of closure of the club. This does not entitle you to reduce

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

membership fees when the club is closed on a public holiday, or we change the opening hours or timetable during low usage periods (this may include School and Christmas holidays).

28. UNENFORCEABLE CLAUSES - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract but such deletion will not affect the validity and enforceability of the remaining provisions. NOTE: The Contract will be subject to the laws of New South Wales.

29. CONTRACT TRANSFER BY FRESH START or CROSSFIT CONDITIONING - We may assign or transfer the benefit of the contract, or sub-contract its obligations under it, to any person, firm or company at any time without notice to you but shall remain liable to meet our obligations to you under the Contract.

RELEASE AND INDEMNITY

30. DAMAGES/PERSONAL INJURY - We give you warning that, whilst on our premises you may suffer injuries including but not limited to broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members, or any other incidents.

30.1 In consideration of the grant of membership to you, entitling you to engage in fitness activities provided by the Company, you hereby release and forever discharge the Company from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs, including for personal injury and expenses however arising that you may have had but for this release arising from or in connection with your participation in fitness activities at the Company or being on the Company's premises.; and

30.2 You indemnify the Company to the extent permitted by law in respect to any loss or damage (including consequential loss) arising as a result of or in connection with your participation in fitness activities provided by the Company or arising from being on club premises and whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law, breach of duty, default and/or omission on the part of the Company or otherwise.

31. RELEASE AND INDEMNITY - In consideration of Freshstart accepting your application for membership of the Club, and for you becoming and remaining a Member of the Club, you agree that the Company shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any Club premises by you or your guest, occurring on said premises except where caused by the gross negligence or wilful neglect of Freshstart and CrossFit Conditioning. In addition, Freshstart and CrossFit Conditioning shall not be liable for any loss or damage arising from the death or, personal injury or illness suffered by you or your guest which occurs upon any Club premises or as a result of the use of facilities and / or equipment provided by Freshstart and CrossFit Conditioning, except to the extent that such death, personal injury or illness arises from the gross negligence or wilful neglect of Freshstart and CrossFit Conditioning.

32. Our Commitment to You Regarding the Direct Debit Agreement

If you are paying your membership fee by instalments you will enter into an agreement with DebitSuccess Pty Ltd for the Minimum Term. Despite this arrangement we retain the right to deal

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

with and determine any queries, conflicts or requests, that may arise by you having a contract with us, including the terms and conditions as outlined in this document. For all circumstances regarding your direct debit agreement with DebitSuccess Pty Ltd, please refer to the Terms and Conditions of the DebitSuccess Contract and the Terms and Conditions of the DebitSuccess Direct Debit Request (DDR) Service Agreement, on the back of your copy of the Direct Debit Request (DDR) & Contract. For cancellation and hold procedures, please see these terms and conditions. For cancellation and hold policies our terms and conditions replace the terms and conditions on the Direct Debit Request (DDR) & Contract.

The Terms and Conditions below relate to any member that has a membership contract with Freshstart 24/7 Gym PLY LTD that is managed through our partnered debiting company Debit Success.

32.1 Altering The Schedule

Should you wish to alter the payment frequency or Day to Debit, contact Freshstart 24/7 Gym 24/7 PTY LTD, and we, at our discretion may be able to make the changes you require. There may be an alteration to one or two payments when a change of date is put in place. Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your contract.

32.2 Suspending The Payments

Payments may be suspended for a minimum of 7-days and a maximum of 12-weeks. Suspension requests must be received to Freshstart 24/7 Gym PTY LTD in writing via email communication only to either info@freshstart.com.au or info@crossfitconditioning.com.au with a minimum of 3-days prior to the date of the first suspended payment. There is a charge of \$5.00 per week while the contract is suspended unless a different fee is agreed upon at the discretion of Freshstart 24/7 Gym PTY LTD. Any time spent on suspension will be added onto the minimum term of the contract, so that the sum of the instalments payable for the minimum term of number of payment shall still be payable regardless of any suspension or suspension charges made.

32.3 Debt Collection Action

The member:

- Authorises Debit Success and Freshstart Gym 24/7 PTY LTD to notify any debt collection or credit reporting agency upon default by the Member in regard to any obligation to pay under this Contract;
- Agrees to immediately pay the full outstanding balance of the remainder of payments due, including any current arrears, should a default occur prior to this contract terminating.
- Agree to pay all costs incurred because of debt collection including the commission, fees and costs charged by any debt collection agency.

32.4 Further Customer Agreements

The member agrees that:

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

Change in Facility details – The members obligations under your contract with Debit Success are not affected by a reasonable change in the normal location where the services are ordinarily provided, a reasonable change in location of the Facility’s premises, a change in ownerships of the Facility, or a change in the name of the Facility; and

Rights conditional – the members rights to the services are conditional upon he or she is complying with any rules and conditions of the Facility relating to the services; and making payments required under then contact when due.

32.5 Late Payment Fee

A late payment fee of \$14.95 is payable by the member to Debit Success for each reversal of a payment initiated by Debitsuccess in accordance with the membership contract. The customer authorises debit success to add any fees owing under this clause to any future instalments paid by the customer.

32.6 Privacy

The member acknowledges that: Debitsuccess if entitled to store his or her personal information on its system and use it for the purposes of administrating the payment contract. Information will also be stored on Freshstart Gym 24/7 PTY PTD Clubware customer management software. The member has the rights of access to, and correction of, their information under the Privacy Act 1988 (Cth); and Debitsuccess or Freshstart Gym 24/7 Gym PTY LTD may contact the customer for any purpose related to the provision of its products and services.

Rules of the Club

CLASSES – All classes require you to book in via the Freshstart app. Members attending classes are required at times to bring their own equipment. Mats are used in Yoga, Pilates and Barre classes, and if you attend these classes you are required to bring your own mat. Mats are at times available for purchase and hire at reception. Information on what to bring and if you need to book in for classes will be available on the website, and on the timetable.

LOCKERS - Lockers are provided for use whilst exercising & will be cleared daily once the club is closed. You will need to bring in your own locker key or padlock to secure your belongings. Please be advised that the lockers provided are not security lockers and therefore we request all valuable items are left at home. While care is taken to safeguard locker contents, thefts can occur. Please be aware that Freshstart and CrossFit Conditioning does not accept responsibility or liability for any loss or damage to your personal property. When using lockers, please ensure that the locker key is always secure on your person. Please LOCK your locker whilst in use and after you have finished using it. If your belongings are left in a locker, they may be removed, and the Company will take no responsibility for loss or damage.

FRESHSTART ID CARD - It is mandatory to sign in using your ID tag. Access to the club will only be granted to you upon presentation of your access card and (if requested) photo identification.

LOST PROPERTY – Items left in the gym will be kept in lost property for a period of 2 weeks. After 2 weeks, we will give lost property to “The Smith Family” if not claimed. Lost keys or wallets will be

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

forwarded onto the Police. In the case of a lost wallet, Freshstart and CrossFit Conditioning will endeavour to find the owner of the wallet by looking for an ID card inside the wallet. All other items will be left intact. Freshstart and CrossFit Conditioning takes no responsibility for lost or stolen items.

CLOTHING & HYGIENE – Freshstart and CrossFit Conditioning requires all members and guests to wear suitable clothing (non-offensive) and appropriate enclosed sporting footwear when visiting any of the exercise areas (excluding wet areas). In wet areas it is compulsory that members wear rubber non-slip thongs to prevent spreading of foot fungal diseases. It is also paramount that personal hygiene is considered when visiting The Club, so it is appreciated that everyone wears deodorant and is aware of their own body odour. We retain the right to remove or exclude patrons who wear offensive or inappropriate clothing or engage in behaviour which is considered unhealthy, unhygienic or offensive.

TOWELS & CLEANING – Freshstart and CrossFit Conditioning requires all members to use clean towels to lie on when using equipment (including mats and carpet). Members will wipe down any equipment in which they have touched with their hands or other body parts which have skin contact to equipment with the disinfectant spray and wipes provided by the gym. Towels are required in all classes. There will be a limited number of towels at reception that you may purchase or hire for use, however we strongly suggest that you bring your own.

WET AREA USAGE - You and your Guests may use the bathrooms. These areas are unsupervised and you use them at your own risk. Children must be supervised. No running, or jumping permitted in these areas. You must bring your own soap and towels. The bathrooms and lockers are owned, maintained, and looked after by Freshstart.

VEHICLES - Vehicles and their contents, parked in the car park or elsewhere on the Pittwater Sports Centre premises are left at the owner's risk and Freshstart and CrossFit Conditioning will accept no liability for loss or damage. Vehicles entering the carpark will do so at their own risk, care must be taken at all times. Speed limits and stop signs must be adhered to.

TIME LIMITS - You must adhere to, creche and equipment time limits. Violation of limits may incur fees as decided by the Company from time to time.

ADDITIONAL SERVICES – Freshstart and CrossFit Conditioning offers additional services such as but not limited to Personal Training, Nutrition, CrossFit Conditioning, Infra-red Sauna, Creche, InBody scans etc. These services do not form part of the Contract and will incur separate fees and have separate agreements.

GUESTS - Guests may enter the club on payment of a fee determined by the Company from time to time. Guests must complete a pre-exercise questionnaire (on their first visit) and, if requested, show a form of photo identification and sign in for each individual visit to Freshstart or CrossFit Conditioning. Guests are subject to the Rules and Terms detailed in the Guest Register and Pre-exercise Questionnaire. The number of visits by a guest to a club is at the sole discretion of the Company. All guests must be at least 13 years old and be accompanied by you and must leave when you do.

CHILD MINDING – There is basic Child Minding services available for parents with Children between the ages of 6 weeks to 6 years of age. There are limited times and days where this service is

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

available. A separate set of terms and conditions apply to the use of the Child Minding services and these are available on request. Use of the Child Minding services will incur fees.

USE DURING PEAK TIMES - At peak times the club has the right to limit use of cardio vascular equipment to 20 minutes. We strongly advise that if you can avoid the gym during peak times, it will make your workout more enjoyable. We understand the frustrations caused by peak hour times, however, we will, where possible, add extra classes to combat these peak times.

SMOKING AND CONSUMPTION OF ALCOHOL – Is not permitted anywhere on the Freshstart 24/7 Gym Pty Ltd, CrossFit Conditioning or Pittwater Sports Centre's Grounds. Anyone caught using either of these things will be removed immediately from the grounds and fines may be enforced.

MEMBER TAB ACCOUNT AT RECEPTION – Each member is entitled to put point of sale items, and other services on a Member Tab account at reception. In order to do this, the member must leave on file a current Credit card which they will allow us to debit on their behalf for monies spent during the month. This service is not for memberships. The account must be rectified by the last Friday in each month and can be paid by cash in the club or the member authorizes us to balance the account by using the credit card information provided. Members will not be given a Member Tab account unless a valid Credit Card is kept on file. Each member may also purchase "points" in \$50.00 increments whereby each point is worth 10c and the member may use their points to purchase items. Receipts will be available on request.

OPERATIONS AND RULES CHANGES - We cannot guarantee that we will not need to add to, change or remove Rules or conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by the Club from time to time. With any such additions, deletions or changes Freshstart and CrossFit Conditioning will attempt to notify you in the club or to your last known address in writing or by phone or email with at least 7 days' notice. If at any time the operations or services of a club are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice to you, offer either the transfer of your membership to another person who is not currently a member, grant you complimentary Payment Suspension or you may cancel your membership as outlined in Paragraph 12. You will not have any other claim against us if this happens. NOTE: We will not use this right to vary the terms of any special offer which applies to you unless within the 7-business day period after signing where a miscalculation has occurred.

Operating Hours

The opening hours at the time of print are as follows. Freshstart 24/7 Gym Pty Ltd reserves the right to change the opening and closing times. We will inform members with 7 days' notice should we need to make changes to these times (there will be exceptions made for Grand Opening and special functions). Freshstart will review opening times every three months based on gym usage. The most up-to-date opening times will always be published on the website or on the timetables.

MONDAY 06:30am - 6:30pm TUESDAY 06:30am - 6:30pm WEDNESDAY 06:30am - 6:30pm THURSDAY 06:30am - 6:30pm FRIDAY 06:30am - 12:00pm SATURDAY 07:00am - 12:00pm SUNDAY 24/7 access only.

Updated March 2023

Freshstart 24/7 Gym Pty Ltd
ABN 33 605 303 124

Public Holidays – We will be closed on all public holidays. It is at our discretion if we decide to open on non-major public holidays. Christmas Holidays – For the 2 week Christmas / New Year period, Freshstart and CrossFit Conditioning will have reduced hours, with little or no classes and we do not operate crèche over this time. All members over the age of 18 can add 24/7 Gym access to their membership.

Privacy Statement and Acknowledgment

In the course of establishing a Contract with you and during the term of that Contract we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). We respect the necessity to keep such information private. Freshstart and CrossFit Conditioning will keep your private information secure and then only use, disclose or deal with such information for the purpose of your membership and then only in accordance with your prior written permission.

Other Information

Please let us know if you have any questions about the terms. If there is any conflict between what we say in this document and anything you have been told at the club or over the telephone, these terms and conditions will prevail. If, at any time, we decide not to enforce our rights for any reason or period, this shall not be construed as a waiver of those rights. We have 7 business days after formation of a contract to fix any miscalculations we or you have made within the Application and Contract. You, as the member, have a 7 day trial period whereby you may cancel the Application and Contract by Written notice via the most appropriate email to info@freshstart.com.au or info@crossfitconditioning.com.au . Please refer to Paragraph 8 (Trial Period).

Freshstart and CrossFit Conditioning may send weekly email alerts to members. It is the members responsibility to ensure that Freshstart have the most recent email address. Freshstart and CrossFit Conditioning accepts no responsibility for a member not knowing about changes in the club or any important messages sent out via email if they have not given Freshstart and CrossFit Conditioning a current email address.

Definitions

The following definitions apply with regards to these Membership Terms and Conditions:

Freshstart, CrossFit Conditioning, CFC, Company, we, us, our:

Means Fresh Start 24/7 Gym Pty Ltd.

Minimum Term:

Means the term specified in the Agreement and DDR Contract.

You, your, customer, member:

Means the member of Freshstart and CrossFit Conditioning and/or their family or guardian (with or without power of attorney), their agent, executor, administrators or permitted assigns of the member.



Updated March 2023

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The Club, The Facility:

Means the Freshstart and CrossFit Conditioning club where you signed your agreement.

Club, Facility:

Fresh Start 24/7 Gym Pty Ltd

Contract, Agreement, Application:

Means the Application and Contract between Fresh Start and CrossFit Conditioning and you under which you will become a member of Fresh Start/CrossFit Conditioning.

Rules:

Means the rules regulating the operation of opening hours, equipment, and behaviour in the club, specified in signage, occasional newsletters and on our website.

Trial Period: Means a Cooling Off Period.

Agreement: Your membership agreement you signed upon becoming a member. Freshstart has an identical copy of this agreement.

DDR: Direct Debit Request Form - this form contains your debit information and agreement.