MEMBERSHIP TERMS & CONDITIONS

The Armoury Gym | 61–69 Dohertys Road, Altona North VIC 3025

(03) 9369 6622 | info@armourygym.com.au

These terms apply to The Armoury Gym memberships and use of its facilities. Individual membership type, price, included services, minimum term and billing details are set out in the member's separate Clubfit membership agreement or contract summary.

GENERAL MEMBERSHIP & FACILITY CONDITIONS

- The Armoury Gym is a 24-hour fitness facility. Members agree to comply with the gym rules and this agreement.
- Members acknowledge that the gym is unstaffed at certain times and must follow all 24/7 access and safety procedures.
- Members should exercise within their capabilities and seek medical advice where appropriate.
- Members under 18 must attend with a parent or legal guardian during unstaffed hours.
- Group fitness classes are subject to timetable changes, capacity limits and booking requirements. Class access is included only where purchased as part of the membership or an eligible extra.
- Recovery facilities are available only during staffed hours, subject to booking requirements and the services included in the member's plan.

MEMBERSHIP PAYMENTS, CANCELLATIONS & FEES

- For memberships other than Flexi, cancellation requires 28 days' written notice. Members may submit notice in person at reception or by email to info@armourygym.com.au. Membership fees remain payable during the applicable notice period, subject to applicable law.
- Flexi direct debit memberships have no minimum lock-in period and may be cancelled at any time without a 28-day notice period or cancellation fee. Cancellation requests must be submitted in writing at reception or by email to info@armourygym.com.au.
- Direct debit payments are collected fortnightly and continue until cancellation takes effect, subject to any agreed minimum term and applicable law.
- A membership suspension (freeze) costs $3 per week, charged as $6 per fortnight. The maximum total suspension period is eight weeks (56 days), unless management approves an exception.
- Approved suspension periods do not count towards the minimum commitment of a fixed-term membership. The end of the minimum term is extended accordingly.
- A member wishing to downgrade must provide 14 days' written notice and complete the gym's downgrade process. The change takes effect after the notice period, subject to the terms of the selected membership.

- For a minimum-term membership, early termination before completion of the agreed minimum term is subject to a $100 early exit fee plus any membership payments already due and outstanding up to the effective termination date, except where applicable law provides otherwise.
- The $100 early exit fee does not apply to a Flexi direct debit membership with no minimum term.
- Fees paid are generally non-refundable for change of mind, subject to rights and remedies available under Australian Consumer Law and other applicable law.
- Paid-in-full (PIF) memberships are generally non-refundable for change of mind. This does not limit rights under Australian Consumer Law or other applicable law.
- A membership may be transferred to another eligible person with management approval; a $25 transfer fee applies.
- All direct debit membership payments are billed fortnightly on the agreed billing schedule.
- If an account is more than one week in arrears, gym access may be temporarily suspended until overdue amounts are paid, subject to applicable law.
- Standard joining fee: $49.95 for all new memberships, including direct debit and paid-in-full memberships of any duration, charged separately from the membership price. Eligible EX WESTGATE renewals have this fee waived.
- An initial non-refundable access fob fee of $40 is payable separately from any joining fee for new members. Eligible EX WESTGATE renewals have this fee waived. Membership prices, purchased class/recovery extras and any applicable fees are shown in the member's contract summary.
- Membership pricing may be reviewed annually in line with Melbourne CPI, capped at 3.5%, subject to any agreed price-lock period, advance notice requirements and applicable law.

ACCESS FOB RESPONSIBILITY

- I acknowledge that the initial $40 access fob fee is non-refundable. It is a fee for the issued fob, not a refundable security deposit.
- A lost or damaged access fob incurs a $40 replacement fee.
- Access fobs must not be shared. A first offence may incur a $50 fee. A second offence may result in membership cancellation and a $100 fee, subject to applicable law.
- Members must not allow anyone else into the facility using their fob, including members who have forgotten their own fob, or permit unauthorised entry.

AGREEMENT & RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the personal fitness training activities and programs of The Armoury Gym and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge The Armoury Gym and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of The Armoury Gym or use of any equipment at various sites, including home, provided by and or recommended by the staff of The Armoury Gym .

2. I acknowledge and understand that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also acknowledge and understand that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the danger involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

3. I acknowledge that I will undertake the following personal obligations as a participant in The Armoury Gym sessions:

(a) To engage in appropriate pre-exercise warm-up and post-exercise cool-down stretching and

exercises.

(b) To carefully inspect exercise equipment before use to ensure it is in proper working order.

(c) To use exercise equipment and perform exercises, strength and endurance exercises, and aerobic activities only in the manner directed.

(d) To perform activities and exercises at the intensity level appropriate for my general health and

physical condition.

(e) To purchase appropriate personal exercise attire as required by the activities I am participating in, including, but not limited to, athletic shoes.

(f) To immediately stop all activity if I feel dizzy, nauseous, or faint, or experience rapid heartbeat,

extreme shortness of breath, headache, or any other physical symptoms that are unusual for me, and advise my trainer / instructor of said symptoms.

(g) To discuss with my trainer / instructor and my registered medical practitioner any changes in my medical condition that might affect my participation.

(h) To discuss with my registered medical practitioner in advance any concern he/she may have about my participation in any fitness testing activities such as but not limited to cardiovascular test, stretching tests.

(i) I agree not to participate in any activities with The Armoury Gym during any period that I am under the influence of alcohol or drugs or taking any prescription medication unless specifically approved by my registered medical practitioner.

4. I declare myself to be physically sound and suffering from no medical condition, impairment, disease, infirmity or any other illness that would prevent my participation in these activities or use of equipment or machinery. I acknowledge that I have been informed of the need for a registered medical practitioner's approval for my participation in the exercise activities, programs and use of exercise equipment. I further acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my registered medical practitioner as to physical activity, exercise and use of exercise equipment. I confirm that I have been given my registered medical practitioner's permission to participate in physical activity.

5. In the event that no permission to participate in physical activity is required from my registered practitioner and that I have decided to participate in the exercise activities, programs and use of equipment without the approval of my general practitioner and hereby assume all responsibility for my participation in said activities, programs and use of equipment.

6. I understand that by The Armoury Gym providing and maintaining an exercise/fitness program for me does not represent an acknowledgement or indication of my physiological well-being or a medical opinion relating thereto.

PHOTO & VIDEO PERMISSION

The Armoury Gym will occasionally use photography and video from sessions for publicity purposes. These photographs or videos may be used in a wide range of advertising material including on our website, Facebook, inside the gym premise and other publicity material. The image(s) will remain the property of The Armoury Gym and will be used only for the sole purpose of promoting The Armoury Gym. Your personal details will remain strictly private and confidential.

By registering with The Armoury Gym, you agree to allow The Armoury Gym to use photographs and/or videos of you in The Armoury Gym publications and publicity material. The Armoury Gym will use your photos and/or videos in good judgement, and you have the right to revoke permission for use at any time. This revocation does not apply to printed/video media that has already been produced and released. I acknowledge that any photos or videos can be used without acknowledgement and without being entitled to remuneration or compensation.