

# 12-Month Queenscliff 24/7 Fitness Studio Membership Agreement

This is an **Agreement** under which *You* agree to become a **Member** (herein referred to as “*You*”, “*Your*” and “**the Member**” meaning the person named in the Acknowledgement below), of Queenscliff 24/7 Fitness Studio, Pilates and Yoga Studio, owned and operated by the company “**Thirty Eighth Janelda Pty Ltd**” trading as “**BIG4 Beacon Resort**” (herein referred to as “*We*”, “*Our*”, “*Us*” and “*The Owner*”).ABN: 30961786616

Words in **Bold** and/or *Italicised* font are defined in the attached **Terms and Conditions**.

## **This Agreement consists of -**

1. The **Details** section;
2. The **General Terms and Conditions** plus any other documents attached or referred to, including the **Studio Rules** on display in the Fitness Studio; and
3. **Our Privacy Policy**.

By signing this **Agreement**, *You* are entering into a legally binding contract with *Us*.

This **Agreement** sets out *Your* rights to use the **Facilities and Services** and the responsibilities *You* have as a **Member**. These responsibilities, including payment of **Membership Fees**, do not depend on how often *You* use the **Facilities and Services**.

What is set out in this **Agreement** overrides any statements made by *You* or *Us* before *You* sign it so *You* should read through it fully to make sure it reflects *Your* expectations. If *You* are unsure whether any particular statements that *You* have relied on are part of this **Agreement**, or if *You* have any queries regarding this **Agreement**, please ask before *You* sign.

Accepting this **Agreement** does not automatically entitle *You* to a **Membership** as *Your* application may be subject to approval by *Us*. *We* reserve the right, in *Our* sole discretion, to amend this **Agreement**.

## **Member Details and Acknowledgment**

Your Name: ..... ID(eg. Licence): .....

Address: .....

Email:..... Mobile: .....

Date of Birth:..... Gender: .....

Emergency Contact Person: ..... Mobile: .....

*You* acknowledge having read this **Agreement** and *You* fully understand *Your* obligations under it.

By signing below, *You* agree to be bound by the provisions of this **Agreement**.

**Member Signature:** ..... **Date:** .....

### **Office use only**

All signing persons have read the Agreement ..... Yes / No

ID Sighted..... Yes / No

ID Photo completed..... Yes / No

Details completed..... Yes / No

## DETAILS

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### Key Terms

Some of the key terms of this **Agreement** are summarised below. Refer to applicable *Clause* and further information in the attached **Terms and Conditions**.

- **Cooling Off Period:** *You* can cancel this **Agreement** within 7 days from the **Start Date** by giving *Us* written notice. (*Clause 3*)
- **Your Safety:** Each time *You* use the **Facilities and 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 seek medical guidance and not use the **Facilities and Services**. (*Clause 5*)
- **Putting Your Membership On Hold:**
  - In any **Agreement** period *You* can usually 'suspend / freeze' Your **Membership** twice for a combined maximum period of up to 3 months.
  - If *We* agree, *You* may suspend Your **Membership** more than this for travel, medical or hardship reasons but give *us* proof.
  - The minimum suspension period is one billing period (or 2 weeks if *You* have pre-paid Your **Membership Fees**).
  - Your **Membership** will automatically be extended by the suspension period.
  - A weekly **Suspension Fee** of up to \$2.50 may apply. (*Clause 9*)
- **Cancelling a Membership**
  - **On an Ongoing Agreement after the Minimum Term:** *You* may cancel at any time by providing a minimum of 30 days written notice. (*Clause 10.2*).
  - **Within the Minimum Term for Medical Reasons:** *You* can cancel Your **Membership** in the **Minimum Term** if *You* contract a serious illness or a permanent physical incapacity which is confirmed by a doctor, *We* reasonably agree to and *You* pay an **Administration Fee**, which is the same as Your **Membership Fee** for 30 days. (*Clause 10.3*)
  - **Within the Minimum Term for Other Reasons:** *You* can cancel for *Your* convenience if *You* pay the **Cancellation Fee** which is higher of 50% of the balance due to the end of the **Minimum Term** or a sum equal to 30 days. (*Clause 10.4*)
- **Minimum Term**
  - **Start Date:** The commencement of *Your* Fitness Studio Membership, which will be deemed to be the date of the signed **Agreement**, unless *We* agree to a later date.
  - **Cooling Off End:** 7 Days after the **Start Date** (ending at 11.59pm on that day).
  - **Minimum Term End:** 3 Months (13 weeks) after the **Start Date** (ending at 11.59pm on that day).

### Agreement Terms and Fee Schedule

Membership Fee, Monthly .....	\$96.00
Access Pass Fee (Refundable on return of pass) .....	\$50.00

### Other Fees

#### Administration / Cancellation Fee,

<b>Within Minimum Term</b> .....	Balance of Fees to Minimum Term End
<b>After Minimum Term End</b> .....	A sum equal to 30 days Membership Fees.
<b>Suspension Fee</b> , (per week whilst on hold).....	\$2.50
<b>Replacement Access Pass Fee</b> .....	\$50.00
<b>Tailgate Fee</b> , per incident.....	\$60.00
<b>Dishonour Fee</b> , per default.....	\$10.00

### *Direct Debit Information:*

If an automatic *Direct Debit Arrangement* is in place, *Your Membership Fees* will continue to be debited from *Your* account until *You* or *We* cancel the arrangement by advising *Your* bank or credit provider. If *You* end this **Agreement** or stop the automatic debit arrangement in a way not described in this **Agreement**, *You* may be liable for unpaid **Fees**, or damages for breach of contract. *You* should, however, cancel any direct debit authorisation when *Your* Arrangement lawfully ends.

### *Not Enough Money in Account When Fees Are Due:*

If *You* default in the payment of any money due under this **Agreement** then *You* must pay to *Us* upon demand the **Dishonour Fee** for each occasion the direct debit is dishonoured. (Clause 13.2)

Your bank or credit provider may also charge *You* a fee for overdrawing *Your* account.

## **GENERAL TERMS AND CONDITIONS**

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### **1. Definitions**

- 1.1. **Administration Fee:** The **Fee** payable under clause 10 as set out in the Details.
- 1.2. **Agreement:** refers to the **Queenscliff 24/7 Fitness Studio/Yoga/Pilates Membership Agreement**.
- 1.3. **ACL:** means the Australian Consumer Law in the CCA
- 1.4. **Cancellation Fee** – The **Fees** payable under clause 12 as set out in the Details.
- 1.5. **CCA-** the *Competition and Consumer Act 2010 (Cth)*
- 1.6. **Studio Rules** – the **Rules** that are referred to in clause 5.4.
- 1.7. **Details** – the part of this **Agreement** described as the “**Details**”
- 1.8. **Direct Debit Amount** – what *You* agree to pay by direct debit each **Direct Debit Payment Period** as set out in the **Details**.
- 1.9. **Dishonour Fee**–Amount charged to your **Membership** account for each occasion the **Direct Debit** amount is dishonoured.
- 1.10. **Direct Debit Payment Period** – the frequency of *Your* direct debit payments as set out in the **Details**.
- 1.11. **Essential Term** – a term of this **Agreement** that is so important *You* would not have signed the Agreement without, for example, a requirement that the **Facilities and Services** are available 24 hours 7 days a week (subject to clause 18, clause 19.1). If there is a disagreement as to whether the term is an **Essential Term**, the matter will be reasonably determined by *Us*.
- 1.12. **Facilities and Services** – includes the **Fitness Studio/Yoga/Pilates** and all exercise areas, change rooms, equipment, weights, benches, machines and mats, yoga classes, Pilates classes and any other services at the **Fitness Studio**.
- 1.13. **Fees** – fees that apply under this Agreement as set out in the **Details** and referred to in clause 12.
- 1.14. **Fixed Terms Agreement** – an agreement which automatically ends at the end of the **Minimum Term**.
- 1.15. **Access Pass** – the access key allows *You* to access the **Studio**
- 1.16. **Access Pass Fee** – the **Fee** payable under clause 12.3 as set out in the **Details**.
- 1.17. **Important Notice** – the part of this **Agreement** described as this.
- 1.18. **Member** – an approved **Fitness Studio Member** under this **Agreement**
- 1.19. **Membership** – another word used to refer to this **Agreement**.
- 1.20. **Membership Fees** – the **Fees** *You* pay to access the Fitness Studio, **Yoga/Pilates Facilities and Services** as referred to under clause 12 and set out in the **Details**.
- 1.21. **Minimum Age** – the minimum age to become a **Member** and use the **Facilities and Services** and referred to in clause 4.
- 1.22. **Minimum Term** – the minimum term as set out in the **Details**.

- 1.23. **Ongoing Agreement** – an agreement that continues on an ongoing basis after the **Minimum Term** until terminated under clause 10.
- 1.24. **Pro Rata Fee** – the **Fee/s** that may be applicable under clause 12.3 and set out in the **Details**.
- 1.25. **Replacement Access Pass Fee** – the amount payable under clause 5.2 as set out in the **Details**.
- 1.26. **Start date** – when this **Agreement** starts as set out in the **Details**.
- 1.27. **Studio and Fitness Studio** - Queenscliff 24/7 Fitness Studio.
- 1.28. **Terms** – the part of this **Agreement** described as the “**Key Terms**”.

## 2. Joining and Access

- 2.1. When *You* join the **Studio**, *You* will need to give *Us* information noted in the **Details** and provide *Us* with photographic identification. If *You* join under a particular offer, such as a corporate offer, *You* will also need to give *Us* proof that *You* are eligible for that offer.
- 2.2. On joining, *We* will give *You* an **Access Pass** that will let *You* have access to the **Studio** and the **Facilities and Services** offered in this membership.

## 3. Cooling Off

- 3.1. If *You* change *Your* mind after joining, *You* have 7 days to cool off or cancel *Your* **Membership** starting on the **Start Date**. To be effective, *You* must let *Us* know in writing at any time during this 7 day cooling off period. *Your* written cancellation can be given to *Us* personally, by post or by e-mail.
- 3.2. If *You* cancel *Your* **Membership** under clause 3.1, *We* will charge *You* the **Access Pass Fee** that is not returned and fees for any services or products already supplied but the **Membership Fee** will be refunded.

## 4. Minimum Age - For safety and security reasons *You* must be at least 16 years old to become a **Member**.

## 5. Health and Safety and Acceptable Conduct

### 5.1. Your physical condition

- 5.1.1. When *You* sign this Agreement and each time *You* use the **Facilities and 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 **Facilities and Services** until *You* have sought appropriate medical guidance and have been certified as fit to do so.
- 5.1.2. *You* promise that information *You* give *Us* will be true and accurate and not misleading in any way.
- 5.1.3. *You* must not use the **Facilities and 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 other persons.
- 5.1.4. *We* may suspend or cancel **Membership** if *We* have reason to suspect that *You* have not complied with clause 5.1.

### 5.2. Your Access Pass

- 5.2.1. *You* must use *Your* **Access Pass** at all times to access the **Studio** and must swipe this each time *You* use the **Facilities and Services**.
- 5.2.2. *You* must not let anyone else into the **Studio** without *Our* approval or let anyone else use *Your* **Access Pass**. If *You* break this term, *You* may be charged the **Tailgate Fee** and/or *Your* **Membership** may be suspended or cancelled.
- 5.2.3. If *Your* **Access Pass** (or access card) is lost or stolen *You* must let *Us* know immediately and get a replacement in 14 days or *You* may be refused access. A **Replacement Access Pass Fee** will apply.

### 5.3. Proper use of Equipment

- 5.3.1. *You* promise to take care to use the **Facilities and Services** safely and properly. If *You* are ever not sure how to operate any equipment properly, *You* must not use it.

### 5.4. Studio Rules

- 5.4.1. **Studio Rules** apply to everyone using the **Facilities and Services**. They are displayed in the **Studio**.
- 5.4.2. **Studio Rules** form part of this **Agreement** so *You* must make sure that *You* and *Your* guests read, understand and follow them at all times.
- 5.4.3. If *You* or *Your* guests break any of the **Studio Rules** or behave in an inappropriate or dangerous manner *We* may suspend or cancel *Your* **Membership**. If *Your* breach or *Your* guest's breach causes

*Us* or another person costs, loss or damages, *You* agree to pay such and *You* agree to indemnify *Us* from any claim by any person arising from such breach.

#### 5.5. Illegal Performance Enhancing or Other Illicit Substances

5.5.1. *You* acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that *You* will not use or distribute these substances nor will *You* permit *Your* guests to do so in or near the **Studio**.

#### 5.6. Commercial Activity

5.6.1. *You* acknowledge engaging in any commercial or business activities in such as offering training services or selling goods in or near the **Studio** is prohibited.

### 6. **Security**

#### 6.1. Following Directions

6.1.1. *You* agree to follow any reasonable direction *We* give/display relating to health, safety or security or related matters.

### 7. **Privacy**

#### 7.1. Your Personal Information

7.1.1. From when *You* apply for **Membership**, *You* will need to provide *Us* with, and *We* will have access to personal information about *You* which will be kept secure by *Us*.

#### 7.2. Up to Date Contract Information

7.2.1. *You* must tell us promptly if *You* change *Your* contract or payment details or if there is any change to other relevant personal information, including anything that may affect health and safety.

### 8. **Transfer**

8.1. *Your* **Membership** may be transferred to another person who is not a current **Member** but only if **We** agree, *Your* account is up to date, and the person *You* transfer to:

8.1.1. Is eligible to become a **Member**;

8.1.2. Is able to take up *Your* **Membership**

8.1.3. Signs a new agreement to become a **Member** for at least the balance of the **Minimum Term**.

8.1.4. Agrees that the provisions of clause 2 regarding access will also apply to them; and

8.1.5. Pays **Membership Fees** for at least the balance of **Minimum Term**, or enters into a **Direct Debit Payment Agreement** if these **Fees** are to be paid periodically by direct debit; and

8.1.6. Pays applicable other **Fees** such as a **Access Pass Fee**

8.2. If *Our* transfer policy (in clause 8.1) is changed, *We* will use our reasonable effort to give **Members** prior notice of the change.

### 9. **Putting Your Membership on Hold**

9.1. *You* may temporarily suspend or freeze *Your* **Membership** for any reason if *Your* account is up to date and, if **You** have a **Fixed Term Agreement**; it has more than 2 weeks left. In any 12 month period. *You* may freeze *Your* **Membership** 2 times for up to 3 months for both periods combined.

9.2. *We* may agree to freeze *Your* **Membership** for more than the period noted in clause 9.1 for travel, medical or hardship reasons but *You* must give us proof (such as supporting documents) to *Our* reasonable satisfaction.

9.3. The **Suspension Fee** usually applies during any suspension/freeze period.

9.4. While *Your* **Membership** is suspended, the **Minimum Term** will be extended for the same time as the suspension period.

### 10. **When Can You End This Agreement**

10.1. Notice - If *You* need to notify or tell *Us* anything in writing:

10.1.1. *You* can give this to *Us* in person, by e-mail or post:

10.1.2. *Your* notice must include *Your* name, address, phone, e-mail, ID details and signature and explain why *You* wish to cancel; and

- 10.1.3. *You* must also attach required proof such as medical certificate
- 10.2.  cancelling Your Membership on or after end of the Minimum Term
- 10.2.1. If this is a **Fixed Term Agreement**, *You* do not need to do anything, as *Your Membership* will end when the **Minimum Term** ends. *We* may contact *You* before the **Agreement** ends to discuss renewal. If *You* chose to renew *Your Membership* or sign a new agreement before the **Minimum Term** ends.
- 10.2.2. If this is an **Ongoing Agreement**, it will continue after the **Minimum Term** unless *You* tell us in writing at any time (but at least 30 days) before ending of the **Minimum Term** that *You* wish to cancel *Your Membership*. If *You* tell us before the end of the **Minimum Term** but it is less than 30 days before, *Your Membership* will continue for another 30 days before it ends
- 10.2.3. If this is an **Ongoing Agreement** and it has continued beyond the **Minimum Term**, *You* can cancel any time by giving *Us* at least 30 days prior written notice.
- 10.3.  cancelling for Medical Reasons
- 10.3.1. *You* can cancel *Your Membership* at any time by telling *us* in writing if *You* cannot use the **Facilities and Services** because *You* contract a serious illness or a permanent physical incapacity during the term of *Your Membership*. This must be confirmed in writing by a doctor or other medical professional *We* reasonably agree to and *You* agree that *We* may contact the doctor or other professional for verification purposes.
- 10.3.2. If *You* cancelled under clause 10.1, *We* can charge *You* the **Administration Fee**. *You* will also be liable for **Fees** incurred, i.e. *Your Membership Fees* for the time *You* were a **Member** (calculated on a pro rata basis), the **Access Pass Fee** and **Fees** for services already supplied.
- 10.4.  cancelling for Your Convenience in the Minimum Term
- 10.4.1. During the **Minimum Term**, *You* can cancel *Your Membership* at any time by telling *Us* in writing and paying a **Cancellation Fee**.
- 10.4.2. *You* can also cancel *Your Membership* in the following ways without paying a **Cancellation Fee**:
- 10.4.2.1. When prior notice is NOT required:
- 10.4.2.1.1. *We* break an **Essential Term** and have not fixed this in a reasonable time of *You* asking *in* writing
- 10.4.2.1.2. *You* become **bankrupt** and give us proof (such as supporting documents) to *our* reasonable satisfaction;
- 10.4.2.1.3. *We* change this **Agreement** in a way that adversely affects *You* (this does not include a variation of **Fees** in the case of a transfer of **Membership**); or
- 10.4.2.1.4. *You* become entitled to cancel under **consumer laws**.
- 10.4.2.2. When prior notice is required
- 10.4.2.2.1. *You* may cancel by giving *us* 30 days written notice if *You* relocate more than 15km from the Studio and *You* give us proof to *our* reasonable satisfaction.
- 10.5.  Applicable Fees
- 10.5.1.1. If *You* cancel *Your Membership* under clause 10.4.1 or 10.4.2, *You* will be liable for **Fees** incurred, i.e. *Your Membership Fees* for the time *You* were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Access Pass Fee** and **Fees** for services already supplied. These

## 11. When Can We End This Agreement

- 11.1. In addition to *Our* other rights under this **Agreement**, *We* may cancel *Your Membership* if *You* breach any obligation that can be fixed but do not fix it in a reasonable time.
- 11.2. If *We* cancel *Your Membership* under clause 11.1, *You* will be liable for **Fees** incurred, i.e. *Your Membership Fees* for the time *You* were a **Member** (calculated on a rata basis), the **Access Pass Fee** and **Fees** for services already supplied. *We* may also charge a **Cancellation Fee** and recover costs, loss or damages by *Your* breach.
- 11.3. *You* promise *You* are not bankrupt or insolvent and are able to pay applicable **Fees** at the time of signing. *You* agree that *You* will tell us promptly if *You* believe *You* will be unable to pay *Your Membership Fees* for an extended period. *We* may cancel *Your Membership* if *You* become bankrupt or insolvent.

11.4. If *We* cancel *Your Membership* under clause 11.3 *You* will be liable for **Fees** incurred, i.e. *Your Membership Fees* for the time *You* were a **Member** (calculated on a rata basis), the **Access Pass Fee** and **Fees** for services already supplied.

## 12. Fees

### 12.1. General

12.1.1. The **Fees** *You* have to pay are set out in the **Details**. Some rights and obligations that apply in relation to particular **Fees** are set out in this clause.

12.1.2. If *You* do not make any payment when it is due, *Your Membership* may be suspended and *You* could be refused access to the **Studio** and the **Facilities and Services** until all outstanding amounts have been paid.

12.1.3. *Your Membership* may also be terminated if any **Fees** remain unpaid for an extended period. *You* will still be liable for all unpaid amounts. A **Cancellation Fee** may also apply.

### 12.2. Pro-Rata Fee

12.2.1. If *You* pay by **direct debit** and *Your Start Date* begins after the first day of relevant **Direct Debit Payment Period**, *You* will be charged the applicable portion of the **Periodic Direct Debit Amount**. The same applies if *You* have a **Fixed Term Agreement** and the **Direct Debit Payment Period** ends after the last day of the **Agreement**.

### 12.3. Access Pass Fee

12.3.1. This is the **Fee** charged to buy an **Access Pass**. This is refundable once the **Access Pass** is returned to *Us*. If *You* need a replacement **Access Pass**, **Replacement Access Pass Fee** will apply.

### 12.4. Membership Fees

12.4.1. If this is a **Fixed Term Agreement** *You* can pre-pay *Your Membership Fees* (i.e. pay them up front) when *You* sign this **Agreement**, or *You* can elect to pay by equal periodic instalments.

12.4.2. If this is an **Ongoing Agreement**, *You* must pay **Membership Fees** periodically in advance until *Your Agreement* ends.

### 12.5. Cancellation Fees

12.5.1. A **Cancellation Fee** is payable if *You* want to cancel *Your Membership* for *Your* convenience in the **Minimum Term**. It is an amount equal to 50% of the balance of *Your Membership Fees* for the remained of the **Minimum Term** or sum equal to 30 days **Membership Fees** (whatever is higher).

12.5.2. A **Cancellation Fee** may (at *our* reasonable discretion) also be payable by *You* if *Your Membership* is ended by *us* under clause 5.5, clauses 11.1 or clause 12.1 (c).

### 12.6. If You Do Not Pay a Fee When Due

12.6.1. If *You* do not pay a **Fee** or other amount *You* owe when due, *We* can suspend *Your Membership* until all amounts have been paid. This is in addition to *our* other rights under this **Agreement**, including those under clause 11.1. Other consequences may also apply with respect to late or rejected **direct debit payments** (see clause 13.2).

12.6.2. **Fees** and **charges** continue to accrue during a suspension under clause 12.7.1.

### 12.7. Fees Increase

12.7.1. During the **Minimum Term**:

12.7.1.1. Your **Membership Fees** will not be increased (except in the case of a **Transfer of Membership**, clause 12.8);

12.7.1.2. Other **Fees** may, however, be varied.

12.7.2. After the **Minimum Term**, all **Fees** may be increased.

12.7.2.1. *We* will make reasonable efforts to tell *You* of any **Fee** changes.

12.7.2.2. If *Your Fees* are varied, *You* authorise any **debits** from *Your* nominated account to also be varied.

### 12.8. Refunds and the Credit Code

12.8.1. *We* can deduct all **Fees** and charges that *You* must pay under this **Agreement** from any **refund** *We* give *You*.

### 13. Direct Debit

- 13.1. 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 this **Agreement**. *You* must keep *Your* account details up to date.
- 13.2. Late or Rejected **Direct Debit Payments** (also see clause 12.6)
  - 13.2.1. *You* must ensure there is enough money in *Your* nominated account on the usual payment; or the next working day if that falls on a day when banks do not process payments.
  - 13.2.2. If there is not enough money in *Your* nominated account on the usual payment day, or there is another reason *Your* account was unable to be debited *You* will be charged the **Dishonour Fee**. This will be added to *Your* next debited amount. Prior arrears may also be included.
  - 13.2.3. *You* authorise *Us* to deduct any unpaid arrears outstanding on *Your* account
  - 13.2.4. *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.
  - 13.2.5. If *You* terminate the **Agreement** or stop the automatic debit arrangement in a manner not described in the **Agreement**, then *You* may be liable to *Us* for any unpaid **fees**, or **fees** incurred by *Us*.

### 14. Changes to Your Agreement

- 14.1. *We* may sometimes make changes to this **Agreement**, including **Studio Rules**. If *We* do this, *We* will try to do this fairly and by giving *You* a chance to cancel *Your Membership* if *You* are adversely affected by the change and do not agree to it.
- 14.2. *We* will make reasonable effort to tell *You* of any change in advance and tell *You* when it will take effect. Subject to other **Terms**, the effective date will generally be at least 3 days from the date *We* tell *You* about the change unless it is not practical for *Us* to tell *You* at this time. *Your Membership* will be amended from the effective date.
- 14.3. *You* cannot cancel under this clause if *We* have to make the change to comply with a law or a direction of a relevant authority.

### 15. Exclusion of Our Liability to You

- 15.1. Nothing in this **Agreement** excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified whether under the **ACL** or the **CCA** or at common law.
- 15.2. Subject to clause 15.1 and unless expressly included in this **Agreement**, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded.
- 15.3. Subject to clause 15.1, *We* are not liable for death or injury caused by *Our* negligence or breach of any implied terms at common law. This does not exclude liability for reckless conduct.

### 16. Loss of Property

- 16.1. *You* acknowledge that *We* accept no responsibility for *Your* property.

### 17. Your Responsibility for Damage

- 17.1. *You* agree to pay for any loss damage to the **Studio** or the **Facilities and Services** caused by *You* or *Your* guests through wilful, wrongful or negligent act or breach of this **Agreement**.

### 18. Studio Closure

- 18.1. *We* may need to close the **Studio** for a period of time, for example, due to an emergency, or if required by a court order or by law.
  - 18.1.1. *We* close the **Studio** for up to 14 days in any 30 day period under clause 18.1 and keep charging **Membership Fees**.
  - 18.1.2. If *We* close the **Studio** between 15 and 30 days under clause 18.1 in any 30 day period, clause 18.3 applies.
- 18.2. *We* may also close the **Studio** for up to 30 consecutive days if it is being refurbished or relocated.
- 18.3. If *We* may close the **Studio** under clause 18.1 or 18.2 *We* will suspend *Your Membership* at no cost to *You* and extend *Your Agreement* for a time equal to the closed period.
- 18.4. *We* will try, but cannot promise *We* will be able, to tell *You* about any **Studio** closures in advance.



## 19. General Legal Matters

### 19.1. Unexpected Events

19.1.1. We are not responsible if **Members** cannot use the **Studio** because of an event beyond *Our* reasonable control. If this continues for more than 3 days, then either *You* or *We* may cancel this **Agreement** immediately by written notice. No **Fee** will apply.

### 19.2. Severability

19.2.1. 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**,

### 19.3. Waiver

19.3.1. If *We* do not enforce *Our* rights under this **Agreement** at any time, it does not mean that *We* may not do so in the future.

### 19.4. Entire Agreement

19.4.1. *You* agree that *We* have not made any representations or promises that *You* have relied on that are not in this **Agreement**

### 19.5. Applicable Law

19.5.1. The law of the State of Victoria applies to this **Agreement**.