

Queenscliff 24/7 Fitness Studio/Yoga/Pilates 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

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 ‘freeze’ Your **Membership** twice for a combined maximum period of up to 3 months.
 - If *We* agree, *You* may freeze *Your Membership* more than this for travel, medical or hardship reasons but give *us* proof.
 - The minimum freeze period is one billing period (or 2 weeks if *You* have pre-paid *Your Membership Fees*).
 - *Your Membership* will automatically be extended by the freeze period.
 - A weekly *Freeze 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 , Weekly	\$19.95
Access Pass Fee (Refundable on return of pass)	\$50.00

Other Fees

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

Type of Agreement

You should choose the type of agreement You wish to have by ticking the box and signing Your initials next to one of the following options.

Ongoing Agreement: Initial

An **Ongoing Agreement** continues after the **Minimum Term** until it is terminated in the way set out in the **Terms and Conditions**. Your **Fees** may increase after the **Minimum Term** expires. (**Direct Debit** payment option only).

Fixed Term Agreement: (3 Months) Initial

A **Fixed Term Agreement** ends when the **Minimum Term** ends. You will need to sign a new agreement if You want to keep using the **Facilities and Services** after this and a new joining fee may apply. If You opt for a **Fixed Term Agreement** We may require that You pre-pay the **Membership Fees** for the whole **Agreement**.

Payment of Membership Fees

Please nominate Your preferred payment option:

Upfront pre-payment for **Fixed Term** Initial

Fortnightly pre-payment by **direct debit** Initial

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

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 Freeze Fee usually applies during any freeze period.
- 9.4. While *Your* Membership is frozen, the **Minimum Term** will be extended for the same time as the freeze 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 attached 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 freeze *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**.