

Urth Fitness Membership Contract Terms & Conditions (3, 12, and 18 Months)

1. Membership Billing Terms

1.1 All direct debit memberships are available for 3 months (minimum of 6 fortnightly payments), 12 months (minimum of 26 fortnightly payments), or 18 months (minimum of 39 fortnightly payments). After the initial term, memberships continue on an ongoing basis until notice is given as per Membership Application Terms and Conditions 2.11 i, ii, iii), 2.12, and 2.13.

1.2 Urth Fitness company policy is that:

- i. Your regular scheduled debit will be attempted by our third-party billing company, EzyPay.
- ii. Direct debits only occur on a Thursday for all members.
- iii. The actual processing of the debit is at the discretion of your nominated financial institution.

1.3 If a direct debit falls on a Public Holiday, the direct debit may be attempted on the next business day and processed at the discretion of your nominated financial institution.

1.4 If you wish to pay your direct debit over the counter before it is attempted by EzyPay, it MUST be done before 6:00 PM the night BEFORE the direct debit is due. Any attempt to pay over the counter on the day of or after your debit run may be refused.

2. Membership Application Terms and Conditions

2.1 Definitions “Urth Fitness” means:

- Urth Fitness PTY LTD ATF The Urth Fitness Trust;
- The Trustee for Urth Fitness Trust;
- The Trustee for Urth Fitness Belmont Unit Trust;
- The Trustee for Urth Fitness Charlestown Unit Trust;
- The Trustee for Urth Fitness PTY LTD;
- The Trustee for Urth Fitness Logistics Unit Trust.
- The specific Urth Fitness Facility (and its parent company), staff, management, and any entity authorised by Urth Fitness to act and member at future Urth Fitness sites, as acquired, developed, and/or launched. For clarity, members acknowledge that as Urth Fitness expands, reissuing Terms and Conditions is not required unless material changes occur. The “member” refers to the individual named on and who signed the application. “24-Hour

Access” means access to the Urth Fitness Facility outside normal staffed operating hours, as advised by Urth Fitness.

2.2 Acceptance by Urth Fitness of this application allows the nominated member to attend the Urth Fitness facility.

2.3 Billing is conducted through the EzyPay billing system acting on behalf of Urth Fitness.

2.4 Any dishonoured payment through EzyPay incurs a \$20.00 failed payment fee per dishonour. The fee is applied to your account, and you have a fortnight from the failed billing day to rectify the amount. Unresolved fees may be debited with your next payment. Three consecutive failed payments may result in billing suspension, access denial, and potential referral to a third-party debt collection agency.

2.5 A \$49.00 Yearly Administration Fee, per person, per membership, may be debited approximately 6 weeks after your membership sign-up date and annually thereafter on all active memberships.

2.6 Membership applicants must be 18 years of age. Applicants aged 14–17 may be considered.

2.7 This membership may include group fitness classes, subject to timetable changes without notification. No compensation or cancellation is offered for dissatisfaction with such changes.

2.8 This membership includes use of cardio equipment, general gym, stretching, and abdominal workout areas, subject to conditions and time limits, which must be strictly adhered to.

2.9 Urth Fitness reserves the right to refuse admission or cancel any membership at its sole discretion without prior notification. Grounds for immediate termination or suspension include, but are not limited to, gross misconduct or dangerous behaviour. For non-payment of membership fees or minor breaches of the membership agreement, Urth Fitness will provide verbal and/or written notice prior to termination. No refunds will be made for cancelled memberships.

2.10 Members will receive Urth Fitness newsletters and promotions by email, SMS or push notification.

2.11 This membership CANNOT be cancelled during the agreed contract term (3, 12, or 18 months) except at Urth Fitness’s discretion under the following conditions:

- i. Lengthy or permanent illness or physical incapacity, verified by a medical practitioner.
- ii. Relocation of the member's primary residential address beyond 14 km from the Urth Fitness facility, unless the member resided beyond 14 km at the time of application, in which case the new address must be further than 30km from the Urth Fitness facility.
- iii. Students under 25 with valid tertiary education proof, approved by the Urth Fitness club manager, may cancel after a 3-month minimum term and 14 day written notice has been provided. The Urth Fitness club manager can at any time decline any student identification/proof.

2.12 If Urth Fitness grants cancellation during the agreed contract term, a \$99.00 cancellation fee and written notice are required.

2.13 To cancel outside the agreed contract term, 14 days' written notice is required, and any membership fees due within this period **MUST** be paid. The business identifies the start of the 14 days' written notice period as the same date the business receives the written notice from the member. We provide refunds subject to requirements of consumer guarantee and consumer law.

2.14 Urth Fitness does not refund payments, including where cancellation is accepted, unless required by consumer law.

2.15 This membership will **NOT** be cancelled for arrears; interest may apply, and Urth Fitness may pursue collection.

2.16 Cancellation requests **MUST** be in writing, not by telephone, with all arrears and fees paid as instructed.

2.17 Members **MUST** notify Urth Fitness of changes to their primary residential address or contact information within 2 weeks. Failure to do so absolves Urth Fitness of responsibility for adverse outcomes.

2.18 Members using 24-hour access are subject to computer door entry recognition and CCTV monitoring. Any member knowingly admitting a non-member incurs an admittance fee equal to a Casual/Single Visit Fee and may face suspension. The fee and any damages must be paid within 2 weeks.

2.19 Members causing damage during 24-hour access may have programs suspended until the device is replaced and costs recovered.

2.20 In significant or threatening events (e.g., fire, robbery), members **MUST** remain at the facility until authorities arrive, without placing themselves in danger.

2.21 If 24-hour access is unavailable, notices will be posted. No cancellations, refunds, or variations are permitted.

2.22 Urth Fitness may change this agreement with 14 days' notice. Updated contracts are available online or upon request.

3. No Refund Policy

3.1 Refunds for unused membership portions are subject to Urth Fitness's judgment. Financial hardship may be considered with sufficient evidence. No refunds are given for 24-hour access or force majeure situations, including business closures, unless required by law.

3.2 Direct debit memberships may be transferred to another party, subject to 5 fortnightly payments and the Yearly Administration Fee. The new party incurs their own fee.

3.3 Paid-in-full memberships may be transferred at Urth Fitness's discretion for a minimum \$49.00 fee, paid at the time of request, with transfer documentation completed.

4. Release and Indemnity of Urth Fitness

4.1 Members participate at their sole risk and responsibility upon each admission to a Urth Fitness facility.

4.2 Members release and indemnify Urth Fitness, its related entities, directors, staff, and contractors from all actions or claims for injury, loss, damage, or death, whether caused by negligence, breach of contract, or otherwise, except where precluded by law.

4.3 Members agree not to bring legal action against Urth Fitness or its entities for injury or property damage.

4.4 Members admitting guests during 24-hour access assume all risk and liability for those guests, without Urth Fitness's consent.

5. Your Obligations, Club Rules & Code of Conduct

5.1 Membership rules apply equally to 24-hour access unless stated otherwise.

5.2 Urth Fitness may revoke or cancel memberships without warning for Code of Conduct breaches or actions bringing Urth Fitness into disrepute. No refunds are given.

5.3 Members must adhere to the Code of Conduct, displayed at facilities, and conduct themselves respectfully with appropriate language.

5.4 No photography or video of others is permitted, including via mobile phones, without consent. Urth Fitness may request cessation or removal of such media.

5.5 Excess noise, bad language, shouting, or dropping equipment is unacceptable. A warning is issued for the first offence; a second offence results in membership cancellation.

5.6 Members must wear suitable clothing and footwear, such as tracksuits, sports shorts, t-shirts, and gym shoes.

5.7 Vehicles must be parked in designated Urth Fitness spaces or legal public/private car parks. Urth Fitness accepts no liability for vehicles or property.

5.8 Entry requires a membership card, or a new card must be purchased, or entry may be refused.

5.9 Members are responsible for assessing their physical capability and seeking guidance from qualified staff if unsure.

5.10 Members must attend booked times, use lockers, bring a clean towel, return equipment, and clean apparatus. Improper use of mobile phones, cameras, recording devices, and glass containers is prohibited.

5.11 Members may be recorded on CCTV for security or promotional purposes, and footage may be released to authorities as required.

5.12 Children under 12 are not permitted in gym areas. Children over 14 may use cardio areas if supervised by an adult.

5.13 Alcohol and illegal drugs are prohibited. Members on prescription drugs must ensure safety.

6. Acknowledgement and Agreement

6.1 As the proposed member or parental guardian of a member under 18, I acknowledge that I have read and understood all sections of this application, including Terms and Conditions, and agree to be bound by them and the Club rules.

6.2 I acknowledge and understand that participation in Urth Fitness activities involves inherent risks, including but not limited to:

- i. Potential for physical injury (minor or severe), which may result in death, or property damage to myself or others.
- ii. Risk of causing or receiving personal injury from other participants.
- iii. Variable conditions in which activities are conducted, which may change without warning. I agree to assume all risks and responsibilities for any injury, death, or property damage resulting from participation, and confirm I am aware of and accept the inherent dangers associated with health and fitness activities at Urth Fitness facilities, as would be standard under Australian guidelines.