

Terms and
Conditions

All about your membership



Make the world a fitter place

FitnessFirst

1 Welcome - Some things you need to know at the start of your membership

1.1 What types of membership can you choose from?

Your membership Your membership allows you to use the club in line with these terms and conditions and club code. Your type of membership sets the times and locations for club facilities that you can use.

Membership type access and benefits

Black Label	<ul style="list-style-type: none">• Use all Fitness First health clubs in Australia.• Use exclusive Black Label facilities in your home club.• Make limited use of clubs worldwide. (See 2.7)
Platinum Plus	<ul style="list-style-type: none">• Use all Fitness First health clubs in Australia except Black Label facilities.• Make limited use of clubs worldwide. (See 2.7)• Enjoy complimentary towel hire, up to 2 towels a visit, and quarterly program reviews at your home club only.
Platinum	<ul style="list-style-type: none">• Use all Fitness First health clubs in Australia except Black Label facilities.• Make limited use of clubs worldwide. (See 2.7)
Passport	<ul style="list-style-type: none">• Use all Fitness First health clubs in Australia except Black Label facilities.• Use Platinum clubs, with a nominal usage fee on each visit. For details, please call the club before visiting.• Make limited use of clubs worldwide. (See 2.7)
Regional Platinum	<ul style="list-style-type: none">• Use limited Fitness First health clubs in Australia.• Make limited use of clubs world wide. (See 2.7)• Choose from the regional membership group/s.++
Regional Passport	<ul style="list-style-type: none">• Use limited Fitness First health clubs in Australia.• Use Platinum clubs for a small fee each visit. For details, please call the club before visiting.• Make limited use of clubs world wide. (See 2.7)• Choose from a range of regional membership groups.+
Home	<ul style="list-style-type: none">• Use your home club only.• Use all other clubs, with a usage fee on each visit. For details, please call the club before visiting.
Off peak and limited access memberships	<ul style="list-style-type: none">• Use your home club within limited hours, which may vary from club to club. For details, please ask your customer care manager or call 1300 55 77 99.

Concession

- Receive a discounted home club membership at selected clubs if you are a full-time student, over 60 years of age or on a full-time pension.
- If you are a student, each year, before your membership anniversary, you must show us proof that you qualify for a concession. If you no longer satisfy the criteria for a student membership, we can upgrade your membership to the standard membership. Before we change your contract, we will write to you about any changes to your rate (see 2.4) and give you three fortnights notice, within which time you may cancel your agreement (see 3.2). At the end of the notice period we may upgrade your membership to the standard membership.

Premier

- Pay membership fees each fortnight via direct debit from a bank account or credit card, with the option of cancelling at any time with 2 fortnights notice (see 3.2 as to how to cancel).

Lifestyle

- Sign up for a 12-month membership with at least 26 full fortnightly payments. Your agreement can only be cancelled during this time, if you cancel it under your comfort guarantee (see 1.5) or for other reasons outlined within this booklet (see 3.3). Reduced payment options like time freeze are not counted as a full payment (see 3.4). After that, the agreement will run from one fortnight to the next until you cancel it.

Upfront

- Available for 2, 6 or 26 fortnight periods, where you pay the full membership amount on the date you join.
- Your agreement can only be cancelled during this time under the Comfort Guarantee (see 1.5) or other reasons in this booklet (see 3.3).
Note: We may at times add extra new Upfront memberships for new and renewing Members. Please refer to your agreement.

Foundation, Family & Friends memberships

- Only valid for new members of Fitness First (who haven't been a member for at least 3 months).
- These membership types are not transferable to another person

Corporate

- Receive a preferred partnership rate on membership if you are an employee of a company we have a current corporate agreement with.
- If the corporate agreement lapses, we can switch your corporate membership to the standard membership type. Before we change your agreement, we will write to you about any changes to your rate (see 2.4) and give you three fortnights notice, within which time you may cancel your contract (see 3.2). At the end of the notice period we may upgrade your membership to the standard membership.

++ Regional Platinum memberships include:

Shire Platinum – Wanda Platinum, Sylvania, Miranda and Cronulla.
Please see your agreement for other regions that we may include.

+ Regional memberships include:

Shire Passport – Sylvania, Miranda & Cronulla
ACT – Canberra City & Deakin
Central Coast – Erina Fair, Kotara & Tuggerah
Hills District – Carlingford, Castle Hill, Norwest, Pennant Hills & Hornsby.
Please see your agreement for other regions that we may include.

1.2 What is the Start Up Fee?

Applies when you join or renew	Our Start Up fee applies when you join or renew your membership. It is not refundable, even if you cancel during your comfort guarantee period. The amount is on your membership agreement.
Increased payments	If you have deferred your start up fee or any other fees to be taken from your next direct debit, we will charge you the higher fortnightly amount until you pay the deferred fees, as in your membership application and agreement.

1.3 How old do you have to be?

You must be at least 14 years old	Members must be at least 14 years old, unless we have received medical clearance.
Members under 16	If you are under 16, a parent or guardian must complete your pre-exercise questionnaire and an adult must supervise you when you are using our facilities. You must be at least 16 to do weight-based group exercises or resistance training activities.
Members under 18	If you are under 18, we strongly recommend that you pay a fee for us to develop a suitable exercise program for you. We may specify programs, classes and activities you can do without your parent or guardian's supervision. We may charge extra fees for these, as the law may require us to supervise them more closely.

1.4 When does your agreement start?

Signing your agreement	You have a agreement with us when you have signed it and we have accepted it.
Terms in this booklet and your agreement apply	If this booklet or your agreement differs from anything you are told at the club or over the phone, the terms in this booklet and your agreement will apply unless written confirmation is received from a Fitness First employee.
Our rights	If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation on your membership application and agreement, we have 5 days after the agreement is signed to correct it.

1.5 Can you change your mind?

Your comfort guarantee

You can cancel your agreement during your comfort guarantee time. This lasts for 14 days from the date you sign the agreement or, with a new club, from its grand opening date. To cancel your membership, please use one of the ways in 3.2. We will then cancel your agreement and refund your initial payment, less your Start Up fee (This fee is set out in your membership agreement).

1.6 What about your health?

Guidance

When you join the club, we will offer you personal training for a discount, or a complimentary introductory session. If you do not choose either of these, we invite you to attend our complimentary team training sessions.

Apart from this, we may not otherwise offer you exercise guidance.

Your promise

On the day you sign your agreement and each time you use our facilities, you promise to us that:

- you are in good physical condition
- you know of no medical or other reason why you cannot do active or passive exercise that may damage your health, safety, comfort or physical condition.

Seek expert advice

Our staff and contractors are not medically trained. They are not medically qualified to assess if you and your guests are in good physical condition and can exercise without damaging health, safety, comfort or physical condition. If you or your guests are in any doubt, we strongly urge you to seek expert advice before starting an active or passive exercise program.

2 Things you need to know during your membership

2.1 When do you pay membership fees?

Ongoing memberships	You pay fees for ongoing memberships in advance each fortnight, by direct debit from a transaction account or credit card.
Advance payments	You can pay your fortnightly fees as far in advance as you like, up to the legal time limits. You can make advance payments at any club. But you still need to give us your nominated debit account details for when advance payments end.
Upfront payments	<p>Instead of a continuous membership, you can pay upfront for a Home, Passport or Platinum membership for 2, 6 or 26 fortnights.</p> <p>When your membership is due to end, you can renew it before the date it expires at your current rate. If you do not renew it before then, your membership fee will be set at the current rate. By renewing your membership, you agree to the current membership terms that apply at that time.</p>

2.2 Your Direct Debit Agreement

2.2.1 How will we debit your account?

Initial terms	We will regularly debit your fortnightly club fees from your nominated account at a specific time, as agreed in your membership application and agreement.
Payment days	<p>We will debit fees:</p> <ul style="list-style-type: none">• on every second Wednesday night for fortnightly memberships <p>If a payment day is a public holiday, we will debit your account on the next business day. Please note that debits may take up to 5 days to come out of your account.</p> <p>Note: debit dates are pre set for all members.</p>
Privacy Statement	Please refer to 5.5 for our Privacy statement and acknowledgment

2.2.2 What are your responsibilities for direct debits?

Your responsibilities	<p>You are responsible for:</p> <ul style="list-style-type: none">• making sure that your account can accept direct debits (your financial institution can confirm this)• making sure there is enough money in your account on the payment day and the 5 following days• telling us in advance (at least 48 hours before your next direct debit)
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- if you are transferring or closing your account
- telling us in advance (at least 48 hours before your next direct debit) about any changes to your credit card, such as its expiry date or number.

Changes by you

Please tell both your home club and your financial institution if you want to change or stop your direct debit arrangements.

What if you have a question

If you query a payment with us, we will do our best to respond within 7 days. If you do not receive a satisfactory response from us, you may contact your financial institution. They will handle your query in line with their policy.

2.2.3 What happens if your payment is late or disallowed?

We will suspend your club access

If you do not fully pay your fees on the due date, we will suspend your club access until your payments are up to date and you have given us your direct debit account details. We will charge you on a late payment fee of \$7.50 for a failed payment. This will be debited from your account, and you authorise us to do this.

We will debit your account

We will continue to debit your nominated account without notice, until we have received the total amount owing. We will make a reasonable effort to let you know before we do so – either by phone, in person at your club, or by writing to the address you last gave us.

For membership/s in your name, you must make sure that the payment method you choose on your agreement continues throughout your agreement term, including nominated third party accounts. If the account details you give us fail, you are liable for all the resulting fees and debts.

2.3 Can we change the terms of your agreement?

Changes

We may sometimes add to, change or remove terms and conditions, club code and other membership conditions. This includes changing a club's opening and closing hours, its services and facilities and membership fees.

The most up-to-date terms and conditions always apply. You can find copies at your local club or on our website at www.fitnessfirst.com.au

We will give you 3 fortnights

- We will give you at least 3 Fortnights notice of any such changes by:
- publishing them in our newsletter, or
 - placing a notice in the club, or
 - writing to the address you last gave us, or
 - contacting you by phone, or
 - advising on our website

Time freeze (see 2.5)	If we suspend a club's operations or services, temporarily or permanently, we may send you a written notice offering to transfer your membership to another club (if available) or offer you a complimentary time freeze.
Cancelling	If we do not fulfill our obligations to you, you may be able to cancel your membership. Unless the law states otherwise, you won't have any other claim against us if this happens.
No fee reductions	We do not reduce your membership fees because your club is closed for renovations or for a public holiday.

2.4 Can we increase fees?

Changes	We reserve the right to increase your fees at any time after the minimum period of your agreement has ended.
How we will inform you	We will make a reasonable effort to tell you about this at least 3 fortnights beforehand by writing to the address you last gave us (which may be an email address). We will consider that you will receive our letter or email on the second business day after it is sent.
Your authorisation	Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account in line with this increase.

2.5 Can you freeze your membership payments?

Time freeze	<p>You can freeze your membership in multiples of 1 fortnight, up to a maximum of 6 fortnights each calendar year. Each time freeze period must start and end on a fee payment day.</p> <p>We will charge you a \$10 fee for each fortnight you freeze your membership. The fee can be paid in advance or by direct debit.</p> <p>NOTE: If you are within minimum agreement Time Freeze is not classified as a full payment toward your minimum agreement period</p>
Extended Time Freeze	You can freeze your membership for up to 18 fortnights for travel or medical reasons, but we must be reasonably satisfied by your supporting documents.
Medical, bankruptcy and redundancy	If you have a medical reason, are bankrupt or made redundant and supply dated supporting documentation we will not charge you for Time Freeze for up to 18 fortnights per calendar year to allow you time to recover.
Conditions	Before freezing your membership, you must: ensure you pay all fees owing and have your membership fees up to date.
No pro-rata payments	We will not accept pro-rata payments or freeze your direct debits outside the time freeze period.

2.6 Using your access card

- Photo identity** We will give you an access card when you join. We will also attach your photo to your account on our digital membership database. If you visit the club without a valid access card or photo identification, we may refuse you entry.
- No card lending** The card is our property you cannot lend your access card to anyone else or allow anyone else to use it.
- If you lose or damage your card, we will replace one card every 12 months free of charge. Subsequent cards will be replaced at a cost of \$5.

2.7 Visiting overseas clubs

- Your Overseas Passport** If you hold a current Passport, Platinum, Platinum Plus or Black Label membership, you can visit our clubs overseas. You need to arrange a Fitness First Overseas Passport before leaving Australia. We limit how often you can visit an overseas club. We will specify this in writing when we give you an Overseas Passport.

2.8 Protect your health

- Health risks** If you believe there is a risk to your health from doing any club fitness activities, you must tell us this in writing, with full details. You must also tell us if your medical condition changes after you join.
- We may choose to refuse your membership application, until:
- your doctor agrees in writing to your club exercise program, or
 - you show us proof that you have received medical advice on an appropriate exercise program.
- Infections and illnesses** You will not use club facilities while suffering from:
- an infection, or
 - a contagious illness, or
 - a physical ailment, such as an open cut or sore, or
 - where there is any other risk, however small, to other members and guests.

2.9 Your feedback and complaints

We welcome your feedback

Your feedback and complaints are important in helping us to resolve your concerns quickly and effectively. Our complaints process has been developed with the help of Consumer Affairs so we can properly deal with any complaints and concerns. If you have any feedback or questions about our clubs, our website or our service in general, please contact us via one of the methods listed below.

Club Staff

Our club staff are happy to help you with any questions or feedback you have. If you would prefer to speak with a member of the Club management please let our reception team know. If they aren't immediately available the reception team will ensure you are contacted by them as soon as possible.

Comment card or website

Complete the comments card available at club and drop this into the suggestion box at club reception.

Alternatively go online and visit our website where you'll find our feedback form to complete. Every attempt will be made to contact you within 48 hours where possible (sometimes longer over a weekend or public holiday). We recognise that some enquiries are more complex than others and may require more time to resolve, but we will always let you know.

Service Compliance Committee

If you are not satisfied with the resolution reached after pursuing one of the above options, you may escalate your complaint in writing to our Service Compliance Committee by either:

Email: scc@fitnessfirst.com.au

Post: PO Box 715, Bondi Junction, NSW 1355.

The Committee may refer any complaint or feedback to club management if they have not had an opportunity to resolve this in the first instance. You will receive a response within 10 business days informing you of the course of action the committee will need to take as well as an approximate time frame.

3 Things you need to know at the end of your membership

3.1 When can you receive a refund?

- Prepaid programs** If you pay for a program in advance, we will refund the fee if:
- the program is cancelled, or
 - you can show us medical evidence that the program will cause you physical harm or cause a physical injury, or
 - the law requires us to refund the fee.

3.2 Ways of cancelling your membership

- How to cancel** You can request to cancel your membership by one of these ways:
- at reception of your nearest club
 - fill in a Departure Form supplied by a customer care manager
 - phone us
 - email us
 - mail us your cancellation request in writing (preferably by registered post)

- Keep evidence of your cancellation request** In all scenarios above please ensure you give us your email address so we can confirm your request in writing. Please keep a copy of any cancellation request you make. Please make sure that you also cancel any direct debit arrangements with your financial institution.

3.3 Can you cancel during the minimum term?

- Cancelling without paying out your agreement** You can cancel your membership during the minimum term if:
- i) You become sick or incapacitated. You must show us a certificate from a qualified medical practitioner stating that you cannot exercise for the remainder of your term. We will not charge you an exit fee.
 - ii) You relocate to an area more than 15 kilometres away from any Fitness First club. You must show us a letter from your agent or employer. We will charge you a \$75 exit fee.
 - iii) You become bankrupt., and provide supporting documents of this We will not charge you an exit fee.
 - iv) We make changes to the contract that adversely affect you, including if we assign your membership under 3.5. We will not charge you an exit fee.

- Transferring your membership to another person** You (transferor) can transfer your membership to another person (transferee) within the minimum term of your agreement provided that the transferee:
- (i) completes the new membership sign-up process;
 - (ii) is eligible to take up the transferor's membership, eg a corporate,

Family Add On or concession membership cannot be transferred to a person who would not qualify for that membership; and
(iii) has not previously been banned by Fitness First or failed to pay their membership fees when due.
(iv) the transferee is not a current member

We do not allow transfers once you have completed the minimum term of your membership agreement. Foundation and Family and Friends memberships are not transferable. The transfer is effective only after the transferee has completed the new membership sign-up process.

A transfer fee equivalent to the new member start up fee is payable by the transferee.

Cancelling for other reasons

If you wish to cancel for any other reason, you can do so by paying out the remainder of your agreement. This is calculated by multiplying the fortnightly fee on your membership agreement by the number of fortnights left in your minimum term.

3.4 How do you cancel after the minimum term?

Cancellation

After the expiry of the minimum term of your membership you or we may cancel your membership.

2 fortnights notice

You can cancel your membership before the minimum term ends, so that your membership expires at the end of the minimum term or at any time after that, by giving your club at least 2 full fortnights notice taken from your next direct debit date. Use one of the ways to cancel in 3.2.

No time freeze

You cannot freeze your membership payments during the 2 fortnights notice period.

You must pay outstanding fees

When you cancel your membership, you must pay any fees owed to us, or we may take action to recover them.

3.5 Can you cancel if we change the agreement?

Changes that adversely affect you

You can cancel your membership at any time if we:

- change or add to these terms and conditions or the club code
- change the club services and facilities, or
- change your membership fees in a way that adversely affects you.

Breach of obligations

You can also cancel your membership if we breach our agreement obligations and we do not fix the breach in a reasonable time after you have told us about it in writing.

2 fortnights notice

In either case, you need to give your club 2 full fortnights notice from your next direct debit date, using one of the ways to cancel in 3.2 We will not charge an exit fee.

4 Club Code

Signs and handouts You must follow club code. Some clubs have higher risk areas, such as play zones, swimming pools, steam rooms and saunas. Read, understand and follow the code in all signs and handouts, especially for these areas.

4.1 What happens if you break the code?

Refusing entry We can refuse entry to anyone, including members.

Warnings If you act unreasonably, or break these terms and conditions or this club code, we may warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.

Instant cancellation We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others
- damaging equipment
- using illegal or performance-enhancing drugs.
- Providing instruction to other members where you are not authorised by us to do so

4.2 Use equipment correctly

Using equipment You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please see a club staff member before you use it.

4.3 Respect club facilities

Damage You are responsible for any damage to club facilities caused by you or your guests through a wilful act or negligence.

4.4 Lockers

Keep your belongings safe We provide lockers for you to use while exercising. These are not security lockers, so please keep valuable items with you. We try to safeguard the contents of your locker, but thefts can occur. We do not accept responsibility for any loss or damage to any belongings not kept in a locker, or if someone breaks into your locker. Please keep your access card with you and keep it safe.

Belongings left in lockers If you leave belongings in your locker overnight, we may remove them. We give lost property to charity each month, including unclaimed possessions from lockers.

4.5 Clothing and hygiene

You must wear suitable clothes All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

You must use a towel Please use a clean towel when you use equipment, including exercise mats.

4.6 Wet areas

Take care in wet areas You and your guests may use wet areas such as the swimming pool, sauna, steam room and monsoon shower. Not all clubs have these. Wet areas are unsupervised and you use them at your own risk. We do not allow running, diving or jumping in wet areas. Children must be supervised. You must comply with all signage or code of these areas.

4.7 Vehicles

You park at your own risk You park in the club's car park or on club premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

4.8 Time limits

Keep to time limits Please keep to the set time limits for parking and using equipment. If not, we may charge you a fee decided by us from time to time.

4.9 Extra services

Black Label Laundry services If a laundry service is part of your membership, we only wash clothes worn while exercising in the club. We do not wash underwear. If you leave clothes for us to wash, label them clearly with your name and check they are machine washable and colour fast. If you do not, you cannot make a claim against us for any losses, damage or costs you suffer as a result.

4.10 Guests

You can bring guests to the club

You can bring guests into the club for a fee outlined on club signage. We decide how many club visits a guest can make at our discretion. Please call your local club for more information.

See the club's guide for more

Your guests must:

- be at least 14 years old
- be accompanied by you and leave when you do
- sign the guest register and show a photo identity
- complete a pre-exercise questionnaire (PARQ) on their first visit
- follow the code and terms set out in the guest register and PARQ form, and any other club code on signs and handouts.

Children in club

For security reasons, children can only wait in the club if accompanied by an adult who's seated with them. For childminding programs and activities, enquire about PlayZone hours at your club (if applicable).

4.11 Cameras and mobile phones

Courtesy

As a courtesy to other members, please keep taking and receiving calls to an absolute minimum. Cameras aren't permitted in club without written authorisation.

5 Legal stuff you need to know

5.1 Which laws apply to disputes?

State laws apply Your agreement is subject to Australian law and is governed by the state laws where your home club is located.

Invalid sections If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

5.2 Can we transfer your agreement?

Transfers We can assign or transfer the benefit of your contract to a person, firm or company at any time. We will give you three fortnights notice in writing. We can also sub-contract our obligations to someone else without notice - but if we do, we are still responsible for ensuring those obligations are met.

5.3 What if the GST rate changes?

Fees include GST All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

5.4 Keep us informed

Your responsibilities Your responsibilities, including payment of membership fees, do not depend on how often you use a club.

Changes to details • You must tell us about anything that affects your membership, and any changes to your Contact and bank details

Separate fees and agreements • Some clubs offer extra services, such as dance classes, swim schools, solariums, PlayZone and junior care, and pilates programs. These are not part of our agreement. They involve separate fees, code and agreements – please become familiar with them.

5.5 Privacy statement and acknowledgement

Our privacy policy When you join and during your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your

information in accordance with our privacy policy.

You can obtain a copy of our full policy from:

- the web: www.fitnessfirst.com.au
- by email: reception@fitnessfirst.com.au
- by post: PO Box 715
Bondi Junction NSW 1355

Using your image

We may sometimes film or photograph the club. It is possible you may appear in the background. By signing this agreement you agree to allow us to use your image in promotional and other business-related material.

5.6 Issues with outside providers

Outside providers

Contractors, tenants and franchisees provide some services in our clubs, such as personal training, physiotherapy and massage. Service fees are paid directly to them and we are not responsible for those fees.

Claims

If you make a claim because of something a agreementor, tenant or franchisee has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from, and hold us harmless from, any claim resulting from an act or omission by a agreementor, tenant or franchisee.

What we will do

Wherever we can, we will help you to resolve issues with providers. We will also make sure that personal trainers in our clubs have up-to-date qualifications and insurance. We only allow personal trainers from the Fitness First franchise to work in our clubs.

5.7 Warning under the Fair Trading Act 1999 (Victoria only)

Restrictions on your rights to sue (Victoria only)

1. Under the Fair Trading Act 1999 (Vic) (the Act), several conditions are implied into agreements for supplying certain goods and services. These conditions mean that the supplier of these terms and conditions must ensure that the recreational services it supplies to you are:
 - rendered with due care and skill
 - fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances, and
 - reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier

Under section 32N of the Act, the supplier is allowed to ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue the supplier under the Act if you are killed or injured because the services were not rendered with due care and skill, or they were not reasonably

fit for their purpose, are excluded, restricted or modified as set out in these terms and conditions.

The change to your rights in these terms and conditions, does not apply if your death or injury is due to the supplier's gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

Your promise

2. You promise:
- (a) To make sure that you know how to exercise safely, by asking if necessary.
 - (b) To use your best endeavours to exercise safely.
 - (c) You will not take valuables into the club, even if you plan to put them in the lockers.

Our promise

3. We promise to comply with the statutory conditions set out in clause 5.7(1), specifically:
- (a) To carry out our services with due skill and care.
 - (b) To provide services fit for the purpose for which you have joined us, taking into account the price for those services, the terms of supply and all relevant circumstances.

What we will compensate you for

4. We will compensate you for:
- (a) Death or personal injury, but only if it is caused by our reckless disregard for the consequences of our failure to meet our promise in clause 5.7(3).
 - (b) Loss or damage you suffer from our failure to meet our promise in clause 5.7(3).

What we will not compensate you for

5. We will not compensate you where we have complied with our promise:
- (a) If you fail to honour your promises in clause 5.7(2)(a).
 - (b) For loss or damage to personal property which you bring into our clubs.
 - (c) For loss or damage you suffer caused by a third party, such as a personal trainer, who is unconnected with the services and facilities we provide to you.
 - (d) For loss or damage you suffer caused by events which neither we or our suppliers could have foreseen or prevented even if we had taken all reasonable care.

Our agreement

6. We both agree that, except where the law requires otherwise, for either of us (you or the club) breach the arrangements under this agreement, then neither of us will be responsible for any losses that the other suffers as a result.
7. The exclusion of liability in clause 5.7(4)(b) applies only to death or personal injury and not to any breach by us of the statutory conditions [see clause 5.7(1) that results in loss of or damage to your personal property.

5.8 Members in other states

Warning

We warn you that, while on our premises, you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These injuries may occur from you:

Release and indemnity

- slipping on wet flooring
 - being struck by weights
 - colliding with equipment or other members.
- If we accept your membership application and you become and remain a club member, you agree that we will not be liable for:
- any loss, damage or theft of property belonging to, or brought onto club premises by you or your guest, unless caused by our gross negligence
 - any death, personal injury or illness on club premises, or from using our facilities or equipment, except where this results from our gross negligence.

5.9 Meanings

Word	Meaning
Fitness First, We, Us, Our	Fitness First Australia Pty Limited
You, Your	A member of Fitness First
The Club	The Fitness First club where you applied for membership
Home Club	The club which you joined and which you will use mostly or exclusively, depending on the type of membership you chose
Club	A Fitness First health club
Agreement, Membership Application	Membership Application and Agreement. This is between Fitness First and you, under which you will become a member of Fitness First
Minimum Term	The term specified in the Membership application and agreement form
Code	Code for operating equipment, opening hours and behaviour in the club, specified in these terms and conditions, and in club signs and handouts

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Make the world a fitter place.

FitnessFirst