

We've summarised the key changes for you as follows:

<p>1. Things to know at the start of your membership</p>	<p>By signing the agreement you acknowledge and agree:</p> <p>you have been given a copy of this agreement and agree to abide by your obligations in it;</p> <ul style="list-style-type: none">• you are medically sound to undertake a normal course of exercise, you use the club facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health; and• this agreement also relates to your authority to Debitsuccess Pty Ltd or other debiting agent nominated by Fitness First from time to time to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request. These terms and conditions are set out in this agreement and can also be accessed on the Fitness First website (fitnessfirst.com.au). As a member, you can use our clubs in line with these terms and conditions, including the club code.
<p>Definitions</p>	<p>"Debitsuccess" is Debitsuccess Pty Ltd, PO Box 577, Mt Waverley, Vic, 3149 Phone: 1800 148 848 E-mail: fitnessfirst@Debitsuccess.com or other debiting agent nominated by Fitness First from time to time.</p>
<p>2.1 When do you pay membership fees?</p>	<p>Paying for ongoing memberships</p> <p>You pay fees for ongoing membership fees in advance by direct debit from a bank account or credit card. You can pay your membership fees as far in advance as you like, up to the legal time limits. However, you still need to provide your account details for when your advance payments end. Should there be any arrears in payments you authorise DebitSuccess to debit the outstanding balance in order to bring the account up to date.</p>
<p>2.2 How do Direct Debits work?</p>	<p>Paying by Direct Debit</p> <p>Your membership fees will be debited from your nominated account at the agreed payment frequency, as set out in your membership agreement. You request and authorise us to arrange for any amount we may debit or charge you to be debited by third party direct debit billing service provider, DebitSuccess from your account subject to their terms and conditions set out in Annexure A of your membership agreement. You acknowledge that Debitsuccess has been engaged to collect the fees due under this agreement if you are paying by direct debit and you acknowledge that our rights under this Agreement are able to be enforced by Debitsuccess without our involvement or your consent.</p> <p>Meeting your responsibilities</p> <p>You must make sure:</p> <ul style="list-style-type: none">• your account can accept direct debits (your financial institution can confirm this)• there is enough money in your account on the payment day and the next 5 days• you tell us if you are transferring or closing your account, at least 48 hours before your next direct debit• you tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit.

	<p>Please notify Debitsuccess and your financial institution if you want to change or stop your direct debits.</p> <p>Querying a payment</p> <p>All queries and comments about the direct debit billing service should be directed to Debitsuccess</p>
<p>2.3 What happens if your payment is late or fails?</p>	<p>Paying your outstanding debts</p> <p>We will continue to debit your nominated account without notice along with any late fees that apply, until we have received the total amount you owe us. Fitness First or Debitsuccess will make a reasonable effort to let you know beforehand by:</p> <ul style="list-style-type: none"> • phoning you or speaking to you at your club • writing to the address you last gave us. <p>For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.</p> <p>If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal along with any late fees that apply.</p> <p>If you default in payment of your membership fees we may send your outstanding debt to a third party debt collection agency to collect your outstanding fees. If this debt is sent to a third party further fees and charges may be payable.</p> <p>If paying by Direct Debit, upon default by you in regard to any obligation under this Agreement and failure to remedy the default after notification by DebitSuccess:</p> <p>you authorise DebitSuccess to notify any debt collection agency of the default;</p> <p>DebitSuccess may, at its sole discretion, terminate the membership agreement at which time the full outstanding balance for the remainder of the Minimum Term or payments (including any current arrears) shall be due in full; and</p> <p>you authorise DebitSuccess to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being DebitSuccess' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.</p>
<p>2.3 Can you freeze your membership payments?</p>	<p>You can freeze your membership from 1 or more fortnights, up to a maximum of 4 fortnights each calendar year. You first need to contact Debitsuccess at least 3 days prior to the date of the first frozen payment due date.</p>
<p>3.2 How do you cancel after the minimum term?</p>	<p>Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Fitness First and/or DebitSuccess.</p> <p>You shall not consider that your membership agreement has been terminated until such time as this is confirmed in writing to you by Debitsuccess (not more than 14 days after</p>

	<p>the termination date). Termination of your membership agreement will also terminate the Direct Debit Request Authority.</p>
<p>Understanding our privacy policy</p>	<p>Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Fitness First or Debitsuccess in accordance with the provision of their Privacy Statements.</p> <p>Debitsuccess' Privacy Statement can be obtained from its website www.Debitsuccess.com.</p> <p>6. Contact by Fitness First Fitness First does not send advertising information without obtaining prior consent. If an individual receives communications from Fitness First which they do not wish to receive, they may remove their name from the database by contacting Fitness First at privacy@fitnessfirst.com.au.</p> <p>8. Storage and security of personal and/or sensitive information Fitness First takes all reasonable steps to keep secure personal information recorded and to keep this information accurate and up to date. The personal information is stored on secure servers if in digital format, or in locked areas if in hardcopy format: these repositories are protected in controlled facilities. In some cases these facilities may be in Amsterdam, Isle of Man, England and the United States.</p>
<p>Entire Agreement</p>	<p>This Agreement and its Annexures, the DDR Service Agreement (if paying by Direct Debit), and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and arrangement (express and implied) between the Member, Fitness First and Debitsuccess relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.</p> <p>The issuer of the billing service is Debitsuccess Pty Ltd (ABN 32 095 551 581). Debitsuccess is an Authorised Representative (AR 407894) of Transaction Services Holdings Limited (AFSL 338256).</p>
<p>8.3 Refusing a Temperature Check</p>	<p>Exemptions may apply on medical grounds. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating that a temperature check may not be appropriate in the circumstances.</p>
<p>ANNEXURE A - DIRECT DEBIT REQUEST (DDR) TERMS AND CONDITIONS</p>	<p>INITIAL TERMS</p> <p>DebitSuccess will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the DebitSuccess DDR Membership Agreement signed and accepted by you.</p> <p>CHANGE OF TERMS</p> <p>In the unlikely event that the initial terms are to change, they can only do so in accordance with your contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.</p> <p>DEFERRING OR STOPPING A PAYMENT</p> <p>Should you wish to defer a payment to another date you must contact DebitSuccess before the date of that payment to request the deferment. Deferments are entirely at the discretion of DebitSuccess and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment</p>

however you will still be liable to make this payment by some other method or your account will become Overdue

ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or Day to Debit contact DebitSuccess and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting DebitSuccess on 1-800 040 576). Any changes made will not affect the total amount you would otherwise have paid over the Minimum Term of your Contract.

SUSPENDING THE PAYMENTS

Suspension of payments may be possible under the terms of your Membership Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within 12 months does not exceed 8 weeks. In order to suspend payments you should contact DebitSuccess at least 3 days prior to the date of the first suspended payment. There is a charge of \$4.00 per week while the Membership Agreement is suspended unless a different fee is specified on the front of this Contract. Any time spent on suspension will be added onto the Minimum Term of the Membership Agreement so that the sum of the instalments payable for the Minimum Term or number of payments shall still be payable regardless of any suspension or suspension charges made.

CANCELLING THE PAYMENTS

You can cancel this Direct Debit Request Authority by requesting this of DebitSuccess or your bank. Cancellation of the authority to debit your account will not terminate this Membership Agreement or remove your liability to make the payments you have agreed to.

DISPUTES

If you dispute any debit payment, you must notify DebitSuccess immediately. DebitSuccess will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

NON-WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

DISHONoured PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonored DebitSuccess will debit you an additional \$7.50 (unless your Contract stipulates otherwise) with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. DebitSuccess may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract

ENQUIRIES

All enquiries should be directed to DebitSuccess and should be made at least 1 working day prior to the next scheduled debit date.

YOUR OTHER RESPONSIBILITIES

	<p>In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide DebitSuccess with a new account number.</p>
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