



TERMS AND CONDITIONS

These are the Terms and Conditions on which Hardcore Gym Pty Ltd ACN 099 553 401 (“we”, “us”, “our” or “Hardcore Gym”) is willing to provide membership to the Member referred to in Part 1 (the “Member” or “you”). Any variation to these Terms and Conditions must be in writing and signed by an authorised officer of Hardcore Gym.

THIS IS AN IMPORTANT DOCUMENT – PLEASE MAKE SURE THAT YOU READ IT CAREFULLY

1. PARTIES

This agreement is made between Hardcore Gym Pty Ltd ACN 099 553 401 and the party whose name appears in this Agreement.

2. DEFINITIONS

In this Agreement, the following words have the corresponding meanings:

Agreement means this document, including details provided and these terms and conditions, any annexures and the Rules;

Amenities mean the toilet, shower and locker room area provided by Hardcore Gym in the Facility;

Classes mean all supervised sessions of multiple persons which are available and provided by Hardcore Gym;

Facility means the building where Hardcore Gym conducts its business and provides the Gym Area and Specialist Area;

Gym Area means the weights and cardio theatre only;

Hardcore Gym means Hardcore Gym Pty Ltd ACN 099 553 401;

Membership means the one type of membership that the Member has elected in Part 2;

Opening Hours means 24 hours, seven days a week, subject to necessary closures if deemed necessary by Hardcore Gym;

Rules mean the rules and conditions of entry contained or affixed in and around the Facility relating to conduct, prohibitions and directives set by Hardcore Gym;

Specialist Area means the boxing, mixed martial arts and functional training areas which are available when there are no Classes running;

Standard Hours means 6:00am to 9:30pm on weekdays and 8:00am to 8:00pm on weekends, subject to change from time to time at Hardcore Gym's absolute discretion. Hardcore Gym is not required to open on public holidays.

3. RULES

You must ensure that you read, understand and abide by the Rules which are notified to you or made available to you at the Facility through signage, handouts or our website.

4. ENTIRE AGREEMENT

This Agreement forms the entire agreement between the parties and any previous representations or documents provided by Hardcore Gym or its agents or employees are expressly excluded and negated from this Agreement.

5. START DATE

You understand that your Membership and this Agreement commence on the date that your first payment is received by Hardcore Gym and continues in accordance with your Membership unless terminated in accordance with this Agreement.

6. MEMBERSHIP CARD

Membership cards will be provided to you by Hardcore Gym. Membership cards are not transferable and must be shown on every visit to gain entry to the Facility. Photo identification is necessary with any purchase of a Membership and an identification photo will be taken for the Hardcore Gym database to identify each member. If the Member has allowed their membership card to be used by another person for the purpose of obtaining admission, this amounts to the repudiation of this Agreement and we may terminate this Agreement with the Member paying all monies due under this Agreement plus any additional costs incurred by Hardcore Gym. In the event of a lost or stolen membership card, you must contact Hardcore Gym immediately to notify Hardcore Gym and arrange a replacement card. A fee of \$10.00 will be charged for each replacement card. You must return the membership card in good working condition when your Membership terminates or otherwise expires, save for fair wear and tear, otherwise we may charge you \$10.00.

7. DRESS CODE

Fully enclosed, clean sports shoes must be worn in the Facilities and during exercise, except when using the Amenities. Hardcore Gym may advise you when shoes do not need to be worn in particular Classes. The Member must always wear a singlet or t-shirt at all times in the Facility, except when using the Amenities. The Member must remain dressed in the Amenities unless inside the shower or toilet cubicle. The Member must take a towel into the showers in the Amenities. The Members must not leave the toilet or shower area in the Amenities without covering their private parts.

8. TOWELS

Towels must be used when participating in Classes and when using any equipment in the Facility. Hardcore Gym may refuse entry to the Member if the Member does not hold a towel..

9. LOCKERS

Lockers may be made available by Hardcore Gym to the Member (at Hardcore Gym's sole discretion and subject to availability). Hardcore Gym does not take responsibility for any loss of personal property in the Facility or in the lockers. The lockers which are provided are not security devices and the Member must supply their own lock. The Member may only use one locker for a maximum of two hours per day. All lockers will be emptied after two hours at the Member's cost and Hardcore Gym takes no responsibility for the items left therein and is under no obligation to take care of or return those items to the Member. The Member must wipe down their locker after use.

10. HYGIENE

All equipment contained in the Facility, including lockers, machinery, handles, mats, bags and accessories, must be wiped down with the provided wipes and paper towel after use. You must not dirty the Facility and dispose of your rubbish.

11. RESPONSIBILITY FOR DAMAGE

The Member is solely responsible for and indemnifies Hardcore Gym against any damage which the Member may cause to Hardcore Gym, the Facility, its equipment, services, products or stock and the Member must remedy such damage at the Member's sole cost and indemnifies Hardcore Gym in such regard. You must only use the equipment provided by Hardcore Gym for its intended commercial purpose and for no other purpose.

12. INTERRUPTION OF SERVICES

The Member acknowledges that Hardcore Gym will use its reasonable endeavours to provide its services to the Member but there may be instances which would restrict the Member from accessing the Facility because of maintenance, emergencies, loss or interruption of services, cleaning or any other event deemed necessary by Hardcore Gym to not provide its services. The Member agrees to not make any claim for damages or terminate this Agreement if Hardcore Gym fails to provide any of its services to the Member.

13. CONTRACTORS

Hardcore Gym takes no responsibility for any services provided by contractors who may conduct the Classes or provide any other services to Hardcore Gym. The Member agrees to release and indemnify Hardcore Gym from any claims whatsoever arising in connection with any contractors.

14. COOLING OFF PERIOD

Within the seven day period after executing this Agreement (the "Cooling Off Period"), you may cancel your Membership and terminate this Agreement by notice in writing to Hardcore Gym. Hardcore Gym may charge a processing fee of \$50.00 and will refund any unused monies paid towards your Membership provided that in calculating your used monies towards your visits Hardcore Gym may calculate your used component of the Membership fee using the daily casual rate applicable at the time. For avoidance of doubt and as an example, if you pay for an upfront membership for 12 months and you only attend 4 days before terminating during the Cooling Off Period, you will be charged for 4 days at the casual rate and a processing fee of \$50.00 and refunded the balance thereafter.

15. MINIMUM TERMS

Each Membership in Part 2 has the following "Minimum Term": Membership Minimum Term

Base Upfront (\$499.00) is 12 months

Base 24/7 (\$699.00) is 12 months

Elite 24/7 Upfront (\$ as listed in Part 2) is 12 months

Base 1 Month Upfront (\$60.00) is 30 days

Base 24/7 1 Month Upfront (\$80.00) is 30 days

Kids Upfront (\$ as listed in Part 2) is 12 months

Base (Direct Debit) is 12 months

Base 24/7 (Direct Debit) is 12 months

Pro 24/7 (Direct Debit) is 12 months

Elite 24/7 (Direct Debit) is 12 months

Kids Access (Direct Debit) is 12 months

16. TERMINATION BEFORE EXPIRY OF MINIMUM TERM

If you elect to cancel or we decide to terminate your Membership under this Agreement before the expiry of the Minimum Term, you must request same in writing to Hardcore Gym then Hardcore Gym may (in its absolute discretion) recover from you (in addition to any other rights available to Hardcore Gym):

(a) the balance of the fee payable pursuant to your Membership up until the expiry of the Minimum Term. In calculating your used monies towards your visits, Hardcore Gym may calculate your used

component of the Membership fee using the daily casual rate applicable at the time. For avoidance of doubt and as an example, if your minimum term is 12 months and you elect to cancel or we terminate your Membership within 3 months, you will be charged for 3 months at the casual rate and a processing fee of \$50.00 and refunded the balance thereafter; and

(b) a processing fee of \$50.00.

17. PERMITTED TERMINATION BEFORE EXPIRY OF MINIMUM TERM

You may only terminate the Agreement without having to pay the amount referred to in clause 16(a) if you do so within the Minimum Term because:

(a) We breach our obligations to you provided that you have given us written notice of such breach and allowed reasonable time (no less than 14 days) to remedy such breach;

(b) You become subject to permanent medical incapacity whereby clause 19 shall apply; or

(c) You otherwise become entitled to do so pursuant to legislation.

Hardcore Gym may require you to pay the fee referred to in clause 16(b).

18. TERMINATION ON EXPIRY

Your Membership will expire automatically and without notice to you on the expiry of the Minimum Term. You may not holdover or extend your Membership and you must enter into a new Membership. You acknowledge that the prices and fees may have increased by such time.

19. TERMINATION ON MEDICAL GROUNDS

If you wish to terminate the Agreement pursuant to clause 17(b), you may terminate the Agreement at any time provided that you notify us in writing and provide supporting documentation from a registered Australian medical practitioner to our reasonable satisfaction demonstrating permanent medical incapacity.

20. VARYING

If the Member wishes to vary their Membership (transferring between the Memberships listed in Part 2) then it is deemed a termination pursuant to clause 16 and the Member must enter into a new Agreement in respect of their desired Membership and Hardcore Gym may (in its absolute discretion) apply any termination fees (payable pursuant to clause 16) towards the new Membership fee under the new Agreement. Hardcore Gym may also charge a processing fee of \$20.00.

21. FREEZING

You may, only once during your Membership, defer your Membership for a minimum period of 4 weeks and up to a total period of 12 weeks and we may charge you a fee of \$10.00 to defer your Membership and an additional \$10.00 to reinstate your Membership. After the maximum total time allowed to defer (being 12 weeks), we will reinstate your Membership without notice and you must pay the fee of \$10.00 to reinstate your Membership and continuing Membership payments if you have a periodic Membership.

22. PAYMENT

All Memberships must be paid:

- (a) in cash;
- (b) by electronic credit (EFTPOS);
- (c) by direct debit in accordance with clause 23);
- (d) in full;
- (e) without setoff or deduction;
- (f) on time;
- (g) on the due date;
- (h) in full;
- (i) in advance; and
- (j) at no cost to Hardcore Gym (i.e. fees or surcharges charged by your bank).

No payments to Hardcore Gym are refundable.

Payments are deemed paid once they have cleared and become available to Hardcore Gym. It is up to you to ensure you allow sufficient time for electronic transactions to clear and become available to Hardcore Gym.

23. PAYMENT BY DIRECT DEBIT

- (a) You will continue to be debited irrespective of whether you attend the Facility during your Membership.
- (b) It is your responsibility to ensure your banking details are correct and current. In the event that your account details have changed, you must notify us in writing and provide the new details of your new account immediately before the next payment is due.
- (c) We may deduct any fees owed to us from your nominated account.

24. PAYMENT OF LATE FEES

- (a) If your payment is late you must pay us \$15.00 per occurrence. If we incur any fee from your bank because of a late or dishonoured payment, you must reimburse us such fee plus \$10.00.
- (b) As a result of referral to an external collection agency, the details of your outstanding debt may be listed with a credit bureau.

25. FEES

- (a) You must pay the fee associated with your Membership in accordance with clause 22.

(b) We may increase the fees at any time at our absolute discretion. You will not be required to pay the new fee if your Agreement is valid and current.

26. YOUR HEALTH

You represent and warrant to Hardcore Gym that, at the commencement of this Agreement and throughout the Agreement unless notified by you in writing, you are in good health and in good physical condition which would allow you to use the Facility safely and without any risk to your health. You further represent and warrant that you have not been advised by any medical practitioner to not engage in activities offered at the Facility. It is your responsibility to notify Hardcore Gym if your condition changes.

27. RISK

You enter the Facility and use the services provided at the Facility and by Hardcore Gym at your own risk.

28. RELEASE

You hereby release Hardcore Gym from any claim, cost, damage, death, injury or liability arising out of your use of the Facility (including all fixtures, fittings, equipment and services) and any matter or thing in connection with this Agreement.

29. INDEMNITY

You hereby indemnify Hardcore Gym against any claim, cost, damage, death, injury or liability arising out of your use of the Facility (including all fixtures, fittings, equipment and services) and any matter or thing in connection with this Agreement.

30. LIABILITY

Hardcore Gym takes no responsibility for:

- (a) items or belongings brought in by the Member;
- (b) any injury or death arising out of your direct or indirect misuse, improper or incapable use of any machinery or equipment contained in the Facility;
- (c) any stock or products you may purchase from Hardcore Gym;
- (d) any act or omission by you, whether wilful or negligent;
- (e) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage; and
- (f) any verbal conversations, representations or promises made by Hardcore Gym.

31. BREACH

We can terminate this Agreement if:

- (a) you do not comply with this Agreement;

(b) you do not comply with your obligations under this Agreement in the form and manner required by this Agreement;

(c) you damage or misuse any equipment or machinery in the Facility;

(d) you share your membership card or allow another person to use your membership card for any other purpose;

(e) you have been charged with a criminal offence;

(f) you do not abide by any Rules imposed by Hardcore Gym;

(g) you do any thing which damages or adversely effects Hardcore Gym, its staff, its Facility, its equipment, machinery and reputation;

(h) you make 3 late payments at any time within your Membership minimum term;

(i) you intimidate, harass, steal from or assault Hardcore Gym or any person inside the Facility; and

(j) Hardcore Gym believes (in its absolute discretion) that you are using or supplying illicit drugs or substances,

whereby we may recover from you the fees referred to in clauses 16(a),(b) in addition to any other rights available to us and in addition to any other costs we incur including a \$50.00 processing fee and reimbursement of any benefits, concessions or discounts we have provided to you.

If we terminate your Agreement for any reason whatsoever, you are not released from any previous or future (anticipatory) claim.

32. AGE

The following age classifications apply to the Facility: Age Classification

Under 13

Kid

13 and under 15

Supervised Junior

15 and under 18

Junior

If the Member is a Kid, the Member may only enter the Facility to participate in Classes designated for Kids and must not use any other service (including the Gym Area and Specialist Area).

If the Member is a Supervised Junior, the Member may only enter the Facility to participate in resistance and cardiovascular exercises provided that the Member must at all times be directly supervised and accompanied by an adult who is also a member of Hardcore Gym. If the Member is the adult who is supervising the Supervised Junior, the Member takes full responsibility for the

Supervised Junior and releases and holds harmless Hardcore Gym against any claim, cost, damage, death, injury or liability arising out of the Supervised Junior's attendance at the Facility.

If the Member is a Junior, they must have their parent or legal guardian execute this Agreement.

33. EXCLUSIONS

Under the Competition and Consumer Act 2010, Hardcore Gym guarantees that their recreational services are provided with due care and skill, fit for any purpose you have told us you are using the services for and supplied within a reasonable time provided that the Member abides by this Agreement and does not misuse the equipment or machinery contained in the Facility. Under certain legislative provisions, Hardcore Gym may ask the Member to agree that the above guarantees do not apply to the Member. By signing this Agreement, the Member will be agreeing that their rights to sue or claim damages from Hardcore Gym are excluded, restricted or modified as set out in this Agreement. This applies if the Member is injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

34. JURISDICTION

This Agreement is governed by the laws of New South Wales in Australia.

35. SEVERABILITY

If any Court deems any provision of this Agreement void or ineffective, then the balance of this Agreement is unaffected and remains enforceable to such extent.

36. INTELLECTUAL PROPERTY

This Agreement does not give you any intellectual property rights in Hardcore Gym, our services, the Facility, equipment or products.

37. PRIVACY ACKNOWLEDGEMENT

You agree to allow Hardcore Gym to use your personal information and identification photograph for marketing, statistical calculations, data collating without your prior consent.

38. PARENT OR LEGAL GUARDIAN

If clause 32 requires a parent or legal guardian to execute this Agreement, they execute below in full understanding of the terms of this Agreement