



MEMBERSHIP TERMS & CONDITIONS

THIS IS AN IMPORTANT DOCUMENT - please read it carefully

Thank you for becoming a Pursuit Muay Thai Member.

With any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Please take the time to read through this booklet carefully to avoid any confusion. It is important that the terms of the contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the club or over the telephone, the terms in this booklet will prevail. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 days after formation of a contract to rectify any miscalculation reflected within the Application and Contract and you, as the member, have a 7 day comfort guarantee whereby you may cancel the Application and Contract on written notice. Please refer to Paragraph 12 (Comfort Guarantee).

Our Terms & Conditions are broken up into the following sections:

Part A - sets out the process for becoming a member and the formation of a Contract, and the terms and conditions of your membership.

Part B - sets out the key Rules at the Club. Please also refer to other signage and handouts.

Part C - sets out the Direct Debit arrangements regarding payment of your membership and their fees. It forms part of your Membership Application and Contract.

Part D - sets out the Privacy Statement and Acknowledgment.

You should read this document carefully before you agree to become a member of Pursuit and keep it in a safe place to refer to from time to time. NOTE: If, after agreeing to become a member of Pursuit, you decide you do not wish to proceed, please refer to Paragraph 9 (Comfort Guarantee)

If you do not understand something in this booklet, please ask the staff representative who helped get you started at the club. They will be happy to assist you.

Please be advised that these Membership Terms, Conditions and Rules may change from time to time. We will try to contact you in advance as defined in Paragraph 18 (Change of Rules/Operations). Please note: the most up to date Terms and Conditions Booklet and Rules will always prevail and will be available on our website.

DEFINITIONS

In these Membership Terms and Conditions, the following definitions apply:

Pursuit Muay Thai, Pursuit, Company, we, us, our
means Pursuit Muay Thai

You, your
means the member of Pursuit Muay Thai

The Club
means the Pursuit club where you applied for membership

Home Club
is the club which you joined and will use only (or use the most)

Pursuit Standalone
Is a Pursuit Club that is separate from any other location and only offers the Pursuit Muay Thai Service

Pursuit brand Class
Is a Pursuit Muay Thai Class that is held in a location that offers additional services outside of the Pursuit Muay Thai Service

Club
means a Pursuit Club

Contract, Agreement, Application
means the Application and Contract between Pursuit Muay Thai and you under which you will become a member of Pursuit Muay Thai

Minimum Term
means the term specified in the Application and Contract form

Rules
means the rules regulating the operation of equipment, opening hours, behavior in the club specified in signage and handouts

MEMBERSHIP CATEGORIES

All Memberships are ONGOING and continue past the minimum term except as outline (Clause:10, 11, 12 and as outlined under clause 20, reduced payment options like Time Freeze, Pro – Rata Fees etc. are not classified as a full payment.

MONTH TO MONTH MEMBERSHIP - is a fortnight to fortnight continuous payment plan with a minimum 1 month term. 30 days' notice is required to cancel this membership.

6 OR 12 MONTH MEMBERSHIP - is a minimum of 13 full fortnightly payments for 6 months and 26 full fortnightly payments for 12 months. These memberships cannot be canceled during this period except as outlined in Paragraphs 10 or 11. Thereafter the contract will continue to run on a fortnight to fortnight basis until canceled in accordance with Paragraph 12. NOTE: As outlined under Clause 20, reduced payment options like Time Freeze, pro-rata fees etc. are not classified as a full payment.

HOME CLUB – is a membership that entitles you to access your home club and no other “PURSUIT STANDALONE” or “PURSUIT CLASS” location.

PURSUIT STANDALONE MEMBERSHIP – is a membership that entitles you to use the home club and specified Pursuit Standalone locations. Pursuit Standalone membership does not give you access to “Pursuit Brand Classes” within non “PURSUIT STANDALONE” Locations. All memberships at “PURSUIT STANDALONE” locations are “PURSUIT STANDALONE MEMBERSHIPS” unless otherwise specified.

PURSUIT CLASS ACCESS MEMBERSHIP – is a membership that entitles you to access “PURSUIT BRAND CLASSES” within your home gym and specified locations outlined on your agreement where “PURSUIT BRAND CLASSES” are available. “PURSUIT CLASS ACCESS” Membership does not give you access to “PURSUIT STANDALONE” Locations.

Part A

MEMBERSHIP TERMS

1. CONTRACT FORMATION - a contract arises between us once the Contract has been signed and we accept the Contract. This Contract will be governed by the laws of Western Australia.

2. ACCEPTANCE BY PURSUIT MUAY THAI OF THIS CONTRACT - It is important that the terms of the Contract between you and us are clear and for this reason, if there is any conflict between what is set out in this booklet and anything you have been told at the club or over the telephone, the terms in this booklet will prevail unless a staff member acknowledges discussion. Failure by us to enforce any of our rights at any time for any period shall not be construed as a waiver of those rights. We have 5 days after formation of a Contract to rectify any miscalculation reflected within the Application and Agreement.

3. CLUB ETIQUETTE - You must comply with the Rules. The Clubs has facilities with higher risk areas (Including, but not limited to the designated Boxing/Kick Boxing area). You must ensure you read, understand, and abide by the Rules outlined for the club in both signage and handouts, particularly those applying to these areas.

4. MEMBERSHIP ENTITLEMENT - Your membership entitles you to use the club in accordance with these terms and the rules of the club. Your obligations are not dependent on the number of times you utilize the Club. As a member you are entitled to use the facilities of the Club only during the specified times. Memberships are non-assignable, non-transferable, and non-refundable except as permitted in these Membership Terms and subject to law.

5. CONSEQUENCES OF MISCONDUCT - We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for serious inappropriate behavior that is threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. Warnings for any breach of these Membership Terms and Conditions or failure to comply with club Rules or acting unreasonably will result in a 1st warning. Should a second warning be required, then immediate cancellation of your membership will be made. In the event, that any membership Terms & Conditions or Club Rules are not followed where security is called out to the site you will be charged \$150 to cover the call out fee plus any damages incurred.

6. ACCESS TO “PURSUIT CLASSES” HELD IN OTHER FACILITIES – Classes held in “Health Clubs”, “Gyms” and other Facilities that are not your “HOME CLUB” or “STANDALONE” Pursuit location have their own access restrictions and rules and regulations. As such your “HOME CLUB” or “STANDALONE” membership does not entitle you to access these facilities, or the “PURSUIT BRAND CLASSES” held within. From time to time offers may become available to allow you to upgrade to an access option which may give you access to “PURSUIT BRAND CLASSES” at a specific or multiple locations. If in the case that you upgrade your home club membership the locations specified on your access agreement and the terms and conditions of that location’s agreement apply, along with your home clubs agreement.

7. PAYMENT OF FEES - All continuous memberships are paid fortnightly or weekly in advance. All merchant fees associated with credit card payments can be recovered from your nominated credit card account (if applicable). If they are not paid on the due date, you agree that we may continue to debit the nominated credit/debit account with the total amount due without notice to you. (Please see the discussion relating to late fees outlined under Clause 8). Notice may be given via telephone or face to face. Please note: should we debit an account where we have no authority, we agree to refund these debits plus any overdrawn charges proven to this debits fault.

8. ADMIN FEE - Is a fee used for all set up costs of a new or renewing membership. This fee is nonrefundable, even if you choose to cancel your membership in your Comfort Guarantee period. Please note: the amount is outlined on the front of your Membership Contract.

9. MONEY OUTSTANDING/NO ACCOUNT DETAILS - If any amount payable for your membership is not paid on the due date, access to the Club will be suspended until such time as payments are up to date (late fees of up to \$35.00 per transaction and recovery costs of up to \$50 may be charged). Any monies outstanding for other services in the club e.g. Personal Training, late fees may be automatically deducted from the supplied account/credit card details if not paid at the club. PLEASE NOTE: we will not allow you access until full direct debit details are provided. If your account is forwarded to an external Debt Collection agency you will also be liable for the payment of their fees.

10. COMFORT GUARANTEE - **You have a ‘comfort guarantee’ or ‘cooling off period’ period of 7 days (168 hours) commencing on the date a Contract is formed, or in the case of a new club, the grand opening date.** If you wish to utilize this period to cancel your membership, you are required to apply for cancelation in writing to your home club/club of registration via email prior to the end of the Guarantee Period. We will cancel your Contract and refund to you your initial payment less the administration fee. After the Comfort Guarantee Period ends, if you wish to terminate/cancel the Contract, you must pay certain fees to us. The particular amount of fees payable varies depending upon the reason that you are terminating the Contract. Please refer to the following cancellation provisions outlined for full details in relation to your right to cancel your membership and the fees payable in those circumstances.

11. CANCELLATION/TERMINATION WITHIN MINIMUM TERM - You can cancel your membership prior to the expiry of the Minimum Term if you become subject to medical incapacity, if you relocate to an area not within 30 kilometers of a Pursuit Club, become bankrupt or if we make changes to the Contract which adversely affect you (refer to Clause 13). For cancellation due to medical incapacity or relocation, you will only be permitted to cancel your membership if you produce supporting documentation to our satisfaction (in the case of medical reasons, by a qualified medical practitioner certifying that you are sick or incapacitated from undertaking any exercise regime for a period of 12 months or the remaining term of your membership, whichever is the LONGER and in the case of relocation, by an agent or employer certifying your relocation). In either of these cases, you may choose to transfer your Membership Contract to someone you introduce to the club and who has not been a member of Pursuit Muay Thai for a minimum period of three months (relevant fees will apply). In this case the departure fee will be waived. If you do not choose this option, a departure fee will be charged depending on the number of fortnights left on the contract. Please refer below.

12. CANCELLATION 'DEPARTURE FEE' (this *may* be waived in special circumstances e.g. bankruptcy and permanent sickness or incapacity): This fee upgrades your membership to a month to month option (which would have been offered to you on joining) to allow cancellation of your contract within the minimum term period Cancellation fee is \$150 plus your Notice period (which can be calculated by multiplying your weekly/fortnightly rate by 30 days or the notice period as outlined on your agreement).

13. CANCELLATION 'EARLY TERMINATION FEE' – If you wish to cancel for any other reason within the minimum term of your ongoing membership agreement, If there is 12 months or more of membership fee equivalent remaining on the Minimum Term of the Agreement = \$485; If there are less than 12 months but more than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement = \$425; And, if there are less than 6 months of membership fee equivalent remaining on the Minimum Term of the Agreement = \$300 OR the amount of the future membership fees payable – whichever is the lesser

14. CANCELLATION ON OR AFTER THE MINIMUM TERM - You can cancel your membership on or after the minimum term if you give us 2 full fortnights notice. Your termination notice must be applied for in writing to your home club email address or to info@pursuitmuaythai.com . You cannot claim a Membership Time Freeze and skip the notice period. To be clear, a Time Freeze is not available during your notice period. Where either of us terminates your membership any fees that you have not paid (for example, if you had not paid for the previous fortnight) will need to be paid or we may take action to recover the outstanding payments. A cancellation request cannot be processed if your current account is overdue. Your account must be paid up to date before we can start the 2 full fortnights notice period.

15. CANCELLATION WHEN CHANGES MADE TO TERMS & CONDITIONS OR WE BREACH OUR OBLIGATIONS - You may end your contract at any time by giving the relevant notice outlined in the paragraph previous to this if we change or add to these Membership Terms and Conditions, Club Rules or Club services and facilities or if we are going to change the membership fees applicable to your membership which adversely affects you. Proof to this effect may be requested. Where we are in breach of our obligations under your contract and we have not remedied that breach within a reasonable time after you have brought it to our attention in writing, you can end your contract at any time by giving us

the relevant notice outlined in the paragraph previous to this. No fees will be applicable in these cases.

16. REFUNDS - You have a 'Comfort Guarantee' period which commences on the date the contract is formed, or in the case of a new Club, the Grand Opening date, and will end 168 hours after this period where you will be refunded your initial payment less the administration fee -if you decide you do not wish to proceed with your membership application. This request must be made in writing to your home club. Should you pre-pay for a program, a refund will be granted if the program is cancelled or if you can show, with supporting medical evidence that the program will cause you physical harm or result in physical injury to you or as otherwise required by law. In the case that you have prepaid your membership (see clause 17) any remaining pre-paid fees minus the relevant notice period that applies and/or termination fee will be refunded to you.

17. PRE PAYMENT-OF FEES – In the case that you wish to prepay your membership dues, The maximum total that can be pre-paid at any time for a membership within the minimum term of the ongoing agreement (see Clause: 10 & or 11) is 4 payments up to a maximum of \$200 dollars total prepaid. This prepayment will be added as a credit to your ongoing membership agreement, As all memberships are ongoing and continue past the minimum term until such time as we have received your request to cancel (see clause: 12) or you meet the conditions for cancellation within the minimum term (see clause: 13) ; all memberships that have reached the minimum term can only be prepaid for a maximum of 30 days and or two payments notice; whichever is greater (notice period).

18. MEMBERSHIP FEE INCREASE - We reserve the right at any time, after the minimum period on a contract, to increase the fees to be charged, and will use reasonable endeavors to give written notice to the most current address you have supplied at least 30 days prior to this occurring. You will be taken to have received notices sent to your latest address given to us on the second business day after we post them. If membership fees are increased and reasonable endeavors have been made to provide prior notice, you hereby authorize the Company to increase any direct debits to your credit card or bank account which you have authorized upon joining (or on a separate date - whichever the most current) accordingly.

19. DEFERRED PAYMENTS - Where joining fees or other fees have been deferred (as shown on your membership agreement), you hereby authorize us to increase direct debits to your credit card or bank account which you have authorized accordingly for the number of instances shown on your membership agreement until those deferred fees are paid in full.

20. TIME FREEZE - Membership Time Freeze is available for a minimum of 2 weeks (in multiples of 2 weeks) to a maximum of 8 weeks per calendar year (with a fee of \$10 for each fortnight that you wish to freeze your membership. This fee can be paid on direct debit or in advance) provided that all amounts payable for membership dues are paid up to date. Time freeze periods must commence on a day that your membership fees are payable but can end at any time. Additional periods (no longer than 1 fortnights (10 weeks total per year)) are available for travel or medical reasons upon production of supporting documentation to our reasonable satisfaction. Time Freezes must be applied for in writing to your home club email address at least 7 days prior to the commencement of the Time Freeze. NOTE: A pro-rata of direct debits may be done. Time Freeze periods are not classified as full payments towards your minimum term as per your membership contract.

21. CHANGE OF RULES/OPERATIONS - We cannot guarantee that we will not need to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the services and facilities offered by the Club from time to time. Any such additions, deletions or changes will be notified to you through either through social media from time to time by us and/or notice in the club or to your last known address in writing or by phone with at least 30 days' notice. If at any time the operations or services of a club are temporarily or permanently suspended for any reason, we may (subject to availability) by written notice to you offer you complimentary Time Freeze or you may cancel your membership as outlined in Clause 15. Subject to any applicable law, you will not have any other claim against us if this happens. NOTE: We will not use this right to vary the terms of any special offer which applies to you unless within the 5-day period after signing where a miscalculation has occurred.

22. COMPLAINTS & FEEDBACK - We see both complaints and feedback as gifts. We will always endeavor to assist you with any concerns you may have. To do this both effectively and efficiently, we have empowered our club staff to assist you with any queries and Pursuit Muay Thai has developed a supporting escalation process with the assistance of the consumer affairs department should you feel the complaint/feedback has been handled inappropriately.

23. CHANGE OF DETAILS - You must keep us informed of any change of address, email address, contact numbers, bank account & credit card details for payment and any other information relevant to your membership by notifying your home club in writing/via phone or in person during staffed hours.

24. GUIDANCE - We encourage you to seek guidance from our instructors (see in club for times available). If you believe that there is a risk to your health by participating in any of the fitness activities offered at the Club, you must inform us in writing of that risk and give full details of the risk. You will update your details and let us know if your medical condition changes after you join us. We may, at our discretion, deny your membership application until you receive medical clearance from your doctor to proceed with an exercise program at the Club and/or until you have received advice as to an appropriate exercise program. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

25. RISK WARNING - It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided in any Club, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use.

26. RESPONSIBILITY FOR DAMAGE - You are responsible for any damage which you or your guest may cause to the Club facilities if such damage is caused by your willful act or negligence.

27. CONTRACTORS - Some contractors, tenants and licensees provide some of their services, such as personal training, within the clubs. Fees for services are paid directly to these contractors, tenants, and licensees. We take no responsibility for the fees paid to these contractors, tenants, and licensees. Any claim which you might have as a result of an act or failure to act by such a contractor, tenant or licensees (whether or not payment has been made to the contractor, tenant or franchisee) will be brought against, and will be the responsibility of, that contractor, tenant or licensees and not us. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor, tenant or licensees in the Club. We will always assist, where possible, to resolve any conflict or issues with these contractors, tenants and licensees and will ensure that relevant qualifications and insurances are kept up to date for all contractors.

28. IMAGE - By signing this Contract you consent to us using your image in any promotion or other material in relation to the business. Please note: this is only applicable if you are filmed in the background.

29. YOUR PHYSICAL CONDITION - You promise and represent on the date of the Contract, and repeat such promise and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. Pursuit Muay Thai staff and many contractors are not medically trained and are therefore not qualified to assess whether you or your guest are in good physical condition and/or that you or your guest can engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your or your guest's ability to engage in active or passive exercise. You shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

30. CLAIMS - From time to time we may have to close a club for refurbishment. If a club is closed for more than 2 days for these reasons, you may, without charge freeze your membership for the period of closure of the club. You cannot seek any reduction in your membership fees because your club is closed either for renovations. Please refer to Clause 13 for a discussion outlining the circumstances under which membership may be canceled on the basis of a breach of Pursuit Muay Thai's obligations.

31. UNENFORCEABLE CLAUSES - Where a provision is deemed to be invalid or unenforceable by the courts the provisions will be deleted from the Contract, but such deletion will not affect the validity and enforceability of the remaining provisions. NOTE: The Contract will be subject to Australian Law and the Courts of Australia will have jurisdiction over any disputes in relation to it.

32. CONTRACT TRANSFER BY PUSRUIT MUAY THAI - We may assign or transfer the benefit of the contract, or sub-contract its obligations under it, to any person, firm or company at any time without

notice to you but shall remain liable to meet our obligations to you under the Contract.

33. YOUR SAFETY AND PROPERTY

1. WARNING - We give you warning that, whilst on our premises you may suffer injuries including but not limited to broken bones, soft tissue injuries and joint injuries. These injuries may occur as a result of you slipping on wet flooring, weights striking you, collision with equipment or other members.

2. RELEASE AND INDEMNITY - In consideration of Pursuit Muay Thai accepting your application for membership of the Club, and for you becoming and remaining a Member of the Club, you agree that Pursuit Muay Thai shall not be liable for any loss, damage or theft of any property belonging to, or brought onto any Club premises by you or your guest, occurring on said premises except where caused by gross negligence of Pursuit Muay Thai. Also that Pursuit Muay Thai shall not be liable for any death, personal injury or illness occurring upon any Club premises or as a result of the use of facilities and/or equipment provided by Pursuit Muay Thai, except to the extent that such death, personal injury or illness arises from the gross negligence of Pursuit Muay Thai.

Part B

RULES OF THE CLUB

CLOTHING & HYGIENE - We always require all members and guests to wear suitable clothing (non-offensive). Clothing bearing offensive images or inappropriate advertising is not permitted. It is also paramount that personal hygiene is considered when visiting Pursuit Muay Thai, so it is appreciated that everyone wears deodorant and is aware of their own body odor.

Members participating in grading/sparring days must attend in Pursuit Muay Thai Shorts.

Fighters must attend events in Pursuit Muay Thai Fight Team uniform as outlined by Head Kru/coach.

TOWELS - We always require all members to use clean towels to lie on when using equipment (including mats).

VEHICLES - vehicles and their contents, parked at or near the club car park or elsewhere on the premises of any club are left at the owner's risk and we will accept no liability for loss or damage.

TIME LIMITS - You must adhere to parking and equipment time limits. Ignoring limits may incur fees as decided by us from time to time.

GUESTS - Guests may enter the club on our discretion with payment of a fee determined by us from time to time. Guests must sign the Guest register, complete a "Pre- Exercise Questionnaire (PARQ)" form (on their first visit) and show a form of photo identification. Guests are subject to the Rules and Terms detailed in the Guest Register and PARQ form. The number of visits by a guest to a club is at our sole discretion. All guests must be at least 14 years old and be accompanied by you and must leave when you do. All members and guests are required to acquaint themselves with signage and brochures for additional key Rules

located throughout each club.

Guests attending/Trial classes for Mini + Junior classes must have parents/guarantor accompany them to and from classes and must be present during class. Pre activity must be completed prior to participation in class.

Guests must contact us prior to attendance of classes held outside of reception hours.

Part C

DIRECT DEBIT AGREEMENT

Our commitment to you

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Pursuit Muay Thai and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Initial terms of the arrangement

In terms of the Direct Debit Request arrangements made between us and you, we undertake to periodically debit your nominated account for the agreed amount for your weekly/fortnightly/monthly health club dues as defined in your Membership Application and Contract.

Drawing arrangements

Unless specified by you, fortnightly drawings under the Direct Debit arrangement will occur on every second Thursday. If drawings fall on a non-business day, it will be drawn on the next business day. Please note that drawings may take up to 5 business days to come out of your account. We will provide you with at least 30 days' notice when changes to the initial terms of the arrangement are made. If you wish to discuss any changes to the initial terms, please contact your Home Club. If your drawing is returned or dishonored by your financial institution we will endeavor to contact, you requesting payment. If we have not received payment, we will re-draw these funds again along with and including any outstanding membership drawings on or before the next Direct Debit cycle. Transaction and administration fees will be charged to your account in the case of any failure to satisfactorily draw against your account.

YOUR RIGHTS

Changes to the arrangement

If you want to make changes to or stop the drawing arrangements, written notice of this must be forwarded to both your Club and your financial institution including details of all changes requested.

Enquiries and Disputes

Should you wish to discuss these arrangements, including any possible disputed amounts, please call your club or your financial institution directly. Where disputes are referred to us, we will endeavor to respond to them within 7 days. If you do not receive a satisfactory response from us in relation to your dispute,

you may contact your financial institution. They will respond to you with an answer to your claim in accordance with their published processes.

Your commitment to us

It is your responsibility to ensure that:

Your nominated account can accept direct debits (your financial institution can confirm this); and
That on the drawing date (and for 5 subsequent days) there is sufficient cleared funds in the nominated account; and

That you advise us in advance if the nominated account is to be transferred or closed. That if you are paying your fees by credit card, you advise us of any changes to your credit card information, i.e. expiry date, or number.

That you stay up to date with changes to Terms and Conditions that may affect you relevant to the state/area that your home club is located regarding your agreement and us; please see www.pursuitmuaythai.com to view Terms and Conditions and or contact your home club for a copy of terms and conditions relevant to your state/s location.

Part D

PRIVACY STATEMENT AND ACKNOWLEDGEMENT

In the course of establishing a Contract with you and during the term of that Contract we will obtain access to certain sections of your personal information (such as information concerning your health and your financial position). Pursuit – Muay Thai will only use, disclose, or deal with such information in accordance with our Privacy Policy.