



These Terms and Conditions, together with any Membership Form, set out the agreement (this **Agreement**) under the terms of which you or, where applicable, the person for whom you are the parent or guardian, (the **Member, you, your**) will obtain services, including the Activities, from World Fitness Cartel ABN 61 258 758 276 (**World Fitness Cartel, we, us, our**).

We may change these Terms and Conditions at any time by updating the Terms and Conditions page on our website, and your ordering of Activities following such an update will represent an agreement by you to be bound by the Terms and Conditions as amended. Changes to these Terms and Conditions will only apply to Membership Forms entered into after the change occurs. However, we will only increase your Fees in accordance with clause 9.3 below

1. MEMBERSHIP FORM, THIS AGREEMENT

(a) These Terms and Conditions will apply to all the Member's dealings with World Fitness Cartel, including being incorporated in all agreements or quotations under which World Fitness Cartel is to provide services to the Member (each a **Membership Form**) together with any additional terms included in such a Membership Form (provided such additional terms are recorded in writing).

(b) The Member will be taken to have accepted this Agreement if the Member accepts a Membership Form, or if the Member orders, accepts or pays for any Activities provided by World Fitness Cartel after receiving or becoming aware of this Agreement or these Terms and Conditions.

2. TERM

(a) Where an Introductory Program/Bootcamp/Challenge is commenced as detailed in the Membership Form - This agreement commences on the Commencement Date and continues for four weeks as an Introductory Program unless terminated in accordance with clause 3, then for the duration of the Minimum Term, and then automatically as a 'Month to Month' Membership Plan until terminated in accordance with clause 18.

(b) Where a 6 or 12 month membership is commenced without completing an Introductory Program/Bootcamp/Challenge - This agreement commences on the Commencement Date and continues an ongoing Membership for the duration of the Minimum Term, and then automatically as a 'Month to Month' Membership Plan until terminated in accordance with clause 18.

(c) **Junior Martial Arts & Fitness Memberships** - Where a Junior Martial Arts & Fitness Membership is commenced on a 6 month minimum term (23 weeks), this agreement commences on the Commencement Date and continues an ongoing Membership for the duration of the Minimum Term, and then automatically as a 'Month to Month' Membership Plan until until 12 months (46 weeks) or unless terminated in accordance with clause 18. All Junior Martial Arts & Fitness Memberships will automatically cease after 12 months (46 weeks) has expired.

3. AUTOMATIC ROLLOVER AND COOLING OFF PERIOD

'(Where set out in the Membership Form)'

(a) You acknowledge and agree that the Introductory Program will automatically rollover to either the '6 Month' or the '12 Month' Membership Plan (Rollover) four weeks after the Commencement Date, unless you cancel this Agreement within 21 days from the Commencement Date by notifying our Personnel in writing of your intention to cancel.

(b) After the Rollover, this Agreement will not terminate and we will continue to debit your nominated account or credit card in line with your DDR Service Agreement with Ezidebit in Appendix C, unless you cancel this Agreement in accordance with clause 18.

4. PARTICIPANT'S OBLIGATIONS

4.1. CAPACITY AND AGE

(a) The Member warrants that they:

(i) have the legal capacity and are of sufficient age to enter into a binding contract with us; and/or;

(ii) are the parent or guardian of the Member who consents to this Agreement on behalf of the Member.

(b) The Member acknowledges and agrees that:

(i) they must be at least 6 years of age to participate in any Activities involving martial arts and can only participate in such Activities under direct [parental/World Fitness Cartel] supervision;

(ii) they must be at least 14 years of age to participate in Activities involving weights and/or cardio and can only participate in such Activities without parental supervision during the Staffed Hours; and

(iii) at least 16 years of age to do unsupervised resistance training or engage in classes where weights are used.

4.2. PRE-ACTIVITY OBLIGATIONS

The Member warrants that, on or prior to the Commencement Date, they:

(a) will complete the Screening Tool located in Appendix A and;

(i) if they answer 'yes' to any of the questions contained in the Screening Tool, obtain a doctor's certificate stating that they are allowed to participate in the Activities; or

(ii) if they answer 'yes' to any of the questions contained in the Screening Tool and cannot obtain a doctor's certificate stating that they are allowed to participate in the Activities, agree that they participate in the Activities at their own risk, if permitted to do so by World Fitness Cartel;

(b) have read and signed the Waiver located in Appendix B; and

(c) accept any Third Party Terms, in accordance with clause 10.

4.3. GENERAL

The Member must:

(a) provide World Fitness Cartel with all documentation, information and assistance reasonably required for World Fitness Cartel to provide the Activities;

(b) will participate in any briefings and/or introductions as notified by World Fitness Cartel prior to engaging in any Activities; and

(c) ensure that any individuals under the age of 18 subject to these terms, for whom the Member is a parent or guardian, comply with these terms, and the Member agrees to the terms of this agreement in respect of those individuals.

4.4. INSTRUCTIONS AND SAFETY

The Member warrants that they:

(a) will undertake an instructional consultation with World Fitness Cartel's Personnel prior to and/or while using Gym or engaging in the Activities;

(b) comply with any safety guidelines, instructions and/or rules that World Fitness Cartel's Personnel provide to them;



(c) will abide by the conditions of the Club Code detailed in clause 5 below;

(d) stop participating in any Activities, and alert World Fitness Cartel or its Personnel, if the Member has any concerns about their health or safety or if they start feeling dizzy, faint, unwell or feel any unusual pain during the Activities; and

(e) be responsible for their own safety and that of any person under the age of 18 years for whom they have signed responsibility.

4.5. HEALTH AND STATE OF THE PARTICIPANT

The Member warrants that they:

(a) are not pregnant and do not have a health condition which might have the effect of making it more likely that they will be involved in an accident or injury while participating in the Activities (Condition);

(b) will notify World Fitness Cartel immediately if they develop a Condition;

(c) are aware and agree that if they have a Condition, World Fitness Cartel might refuse them participation in some and/or all Activities;

(d) are aware that the Activities, even when no accident occurs, may involve risk to health;

(e) will not participate in the Activities under the influence of drugs, alcohol or illicit substances;

(f) will not participate in the Activities, if ill, injured or feeling unwell; and

(g) will warm-up prior to participating in the Activities.

4.6. POSSESSIONS

(a) The Member is responsible for their own possessions while at the Gym. World Fitness Cartel will not be liable if any of the Member's possessions are lost and/or stolen at the Gym.

(b) Where the Member uses pigeonholes at the Gym, World Fitness Cartel will not be liable, if the Member's possessions are lost and/or stolen and the Member uses the pigeonholes at their own risk.

4.7. CARPARK

The Members understands and warrants that it uses any carpark facilities unsupervised and at their own risk. World Fitness Cartel will only be liable for any loss or damage suffered by the Member in connection with the Member's use of the carpark, to the extent World Fitness Cartel's negligent act or omission contributed to such damage or loss.

4.8. GUESTS

You may only bring guests to the Gym if:

(a) you obtain the permission of World Fitness Cartel's Personnel to do so; and

(b) the guest visits the Gym during staffed hours, unless expressly permitted otherwise by World Fitness Cartel in writing.

4.9. ACCESS CARDS

(a) All new members will need to purchase a door access card to gain secure entry to the Gym.

(b) The Member must not to share their access card with anyone else and not use it to give access to the Gym to other people, including other members.

(c) The replacement cost of a lost or damaged access card is \$25.

5. CLUB CODE

The Member must:

(a) use the access card issued to them by World Fitness Cartel each time when entering the Gym;

(b) cover any surfaces at the Gym, including all equipment and exercise mats, with a clean towel during use and wipe down each piece of equipment after use;

(c) not use abusive, offensive or threatening language or behaviour while at the Gym;

(d) at all times wear clean clothing appropriate to the Activities they are undertaking and/or as instructed by World Fitness Cartel from time to time (jeans, work clothes, boots, or clothing with offensive or inappropriate images are not permitted);

(e) not train shirtless, unless engaged in a martial arts class and expressly permitted by World Fitness Cartel Personnel;

(f) not enter the Gym under the influence of drugs or alcohol;

(g) not smoke, consume alcohol, drugs, foods, and/or chew gum at the Gym;

(h) not use the equipment and/or facilities without seeking instructions from World Fitness Cartel Personnel, if the Member is not familiar with the equipment and/or facilities; and

(i) not intentionally drop weights and return them to their correct place after use.

6. CLASSES AND GYM AVAILABILITY

6.1. CLASSES

If your Activities include Martial Arts Classes or Fitness Classes (Classes), the Member acknowledges and agrees that:

(a) unless directed otherwise, they are required to book their Classes in advance via the World Fitness Cartel App; and

(b) any missed Classes will be forfeited by the Member and World Fitness Cartel will not be obliged to reschedule such Classes.

6.2. AVAILABILITY

(a) While World Fitness Cartel will endeavour to ensure that Classes and equipment are available during the advertised opening hours, on occasion, Classes or equipment may be full, unavailable or no longer offered and World Fitness Cartel will not be liable to you in such circumstances.

(b) World Fitness Cartel reserves the right to change the Classes and times offered at its absolute discretion without notice to you.

(c) Our Muay Thai, Brazilian Jiu Jitsu, Wrestling, MMA and Boxing Classes are separated into ranks based on a Member's skill (Rank). The Member acknowledge and agrees that their access to Muay Thai, Brazilian Jiu Jitsu, Wrestling, MMA and Boxing Classes will be limited to a certain number of classes held for that Rank in any given week and that they will be denied access to additional classes that are for a Rank higher than the Member's current Rank.

(d) The Member acknowledges that during public holidays and over the Christmas and New Year breaks, World Fitness Cartel classes are reduced in frequency and/or unavailable. This circumstance has been reflected in our Fees and the Member is not entitled to any fee discounts on this account.

6.3 PANDEMIC, LOCKDOWN, NATURAL DISASTER, STATE OF EMERGENCY

In the event that the state enters a lockdown due to a pandemic or other reason or, a state of emergency is declared or, any other

event that prevents you from attending World Fitness Cartel which is beyond your and our control, where possible World Fitness Cartel will move all in-person training to virtual training streamed live via Zoom or another similar platform. World Fitness Cartel will provide online alternatives to training until live in-person training can resume. Your Membership Fees will continue as normal throughout this time unless you contact us in writing to decline any virtual training offered and to suspend your Membership in accordance with clause 11. There will not be any refunds, deferrals or time in lieu for any unused time where a suspension has not been requested.

7. MARTIAL ARTS

If you participate in Activities that include Martial Arts Classes, you agree to the following conditions.

(a) Before each exercise, you must evaluate whether your current skills and physical condition allow you to participate in the exercise in a safe manner.

(b) If you believe an exercise will not be safe, you must not participate in such exercise and inform your instructor that you believe the exercise could be harmful to you.

(c) Martial Arts Classes are a potentially dangerous activity and routinely occasion bumps, bruises, scrapes and scratches (**Minor Injuries**) to Martial Arts Class participants. If you sustain a Minor Injury, you must evaluate and determine whether it is safe for you to continue. If you are not certain that further participation in a Martial Arts Class after you sustain a Minor Injury will not exacerbate the Minor Injury, you must immediately stop participating in the Martial Arts Class and inform your instructor.

(d) Martial Arts Classes can and do occasion more serious injuries to participants, including but not limited to sprains, twists, cramps, fractured bones, broken bones, torn ligaments and similar (**Major Injuries**) and even death. You participate in our Martial Arts Classes with full knowledge of the possibility of sustaining a Major Injury at your own risk and exclude World Fitness Cartel from liability in relation to you sustaining any Minor or Major Injuries in accordance with clauses 14 and 15.

(e) If you sustain a Major Injury or one that could exacerbate if you do not stop exercising, you must immediately stop participating in the Martial Arts Class and seek medical attention.

(f) If you notice an unsafe situation during a Martial Arts Class or notice another member train with Major Injury, you must immediately notify your instructor or a member of the World Fitness Cartel Personnel.

8. 24/7 USE

8.1. CONDITIONS

If your Gym provides 24/7 Access and you access the Gym outside the Staffed Hours you understand and agree that:

(a) you may only do so if 24/7 Access of the Gym are included in your Activities;

(b) you will be using the Gym and any facilities and equipment unsupervised, and as such you voluntarily expose yourself to higher risk of serious injury;

(c) there might not be anyone at the Gym to assist you in case of an accident;

(d) World Fitness Cartel's liability to you will be limited in accordance with this agreement and specifically clauses 14 and 15;

(e) some areas, including but not limited to the martial arts area,

the boxing ring, boxing equipment and matted area, reception, pro-shop and office areas (**Restricted Areas**), will be out of bounds outside of the Staffed Hours and/not included in your Activities and you will not be able to use the Restricted Areas;

(f) you must not engage in any unsupervised sparring or fighting;

(g) must not bring any person with you to the Gym, unless expressly permitted by World Fitness Cartel in accordance with clause 4.8.

8.2. CONSEQUENCES OF BREACH

If you breach clause 8.1(g) above:

(a) upon the first breach, your access to the Gym will be suspended for a period of 14 days without any notification to you and no Fees in relation to the 14 day suspension will be refundable to you; and

(b) upon any subsequent breaches, World Fitness Cartel will immediately terminate this agreement and you must pay World Fitness Cartel the Cancellation Fee of one third (1/3) of the total Fees payable, or the balance of the Fees payable, whichever is lesser.

9. PAYMENT

9.1. FEES

The Member must pay the Fees to World Fitness Cartel, in the amounts and at the times set out in the Membership Form or as otherwise agreed in writing.

9.2. DIRECT DEBIT

The Member:

(a) agrees to enter into DDR Service Agreement with Ezidebit located in Appendix C to this Agreement;

(b) authorises World Fitness Cartel to charge the Member's bank account in advance in line with the Membership Form and DDR Service Agreement;

(c) acknowledges and agrees that each direct debit payment will incur a \$1.25 transaction fee per transaction for bank accounts and \$1.25 or 2.2%, whichever is greater, for Visa and MasterCard;

(d) must ensure that there are sufficient funds available in their account to allow Ezidebit to debit the Fees payable;

(e) must give World Fitness Cartel a notice of at least 48 hours if:

(i) the Member is transferring or closing the account specified in their DDR;

(ii) there are any changes to the Member's credit card specified in their DDR; and

(f) acknowledges and agrees that if a debit is returned by the Member's financial institution as 'unpaid':

(i) World Fitness Cartel will charge the Member a \$7 dishonour fee in addition to any fees charged under the DDR Service Agreement by Ezidebit; and

(ii) World Fitness Cartel will suspend your Gym access until the amounts payable are received by World Fitness Cartel.

9.3. FEE INCREASES

We reserve the right to increase the Fees at any time after the period of your initial Membership Plan has ended, or at any time if your Membership Plan is 'Month to Month', by giving you a 31-day notice of such increase.

9.4. NON-REFUNDABLE FEES

(a) The Door Access Fee and the Joining Fee are non-refundable.

(b) Any unused period you would be entitled to if you are on an

Upfront Membership Plan and you cancel this Agreement prior to the expiration of the term, is non-refundable.

9.5. INVOICES

If World Fitness Cartel issues an invoice to the Member, payment must be made by the time(s) specified in such invoice.

9.6. GST

Unless otherwise indicated, amounts stated in a Membership Form include GST.

9.7. EZIDEBIT

World Fitness Cartel uses Ezidebit to collect Fee payments. The processing of payments by Ezidebit will be, in addition to this Agreement, subject to your DDR Service Agreement in Appendix C and the privacy policy of Ezidebit and we are not liable for the security or performance of Ezidebit. We reserve the right to correct, or to instruct Ezidebit to correct, any errors or mistakes in collecting your payment.

10. DEBT RECOVERY

If you do not pay an amount due under this Agreement on or before the date that it is due:

- (a) World Fitness Cartel may seek to recover the amount due by referring the matter to debt collectors; and
- (b) you must reimburse World Fitness Cartel for any costs it incurs, including any legal and debt collector costs, in recovering the amount due or enforcing any of its rights under this Agreement.

11. SUSPENSION OF MEMBERSHIP

- (a) You may suspend your Membership Plan for a minimum of 2 weeks at a time so long as the total time suspended within a 12 month period does not exceed 6 fortnights.
- (b) To suspend your Membership Plan you must:
 - (i) notify World Fitness Cartel in writing with reasonable notice period prior to the date of suspension; and
 - (ii) not have any outstanding Fees to pay to World Fitness Cartel.
- (c) Suspensions must commence and end on the date when your direct debit payment is due and will carry an \$8 suspension fee which needs to be paid in advance.
- (d) Any time spent on suspension will be added onto the Minimum Term of the Agreement so that the amount payable shall still be payable regardless of any suspension or suspension charges made.
- (e) Junior Martial Arts & Fitness Memberships cannot be suspended.

12. TRANSFER OF MEMBERSHIP

You can transfer your 'Upfront' or 'Minimum Term' Membership Plan to another person (Transferee), within the term of your Membership Plan provided that:

- (a) you pay a \$40 transfer fee;
- (b) the Transferee's is not a current member;
- (c) the Transferee agrees to enter into Membership Agreement with World Fitness Cartel under the same Membership Plan;
- (d) the Transferee is not a person who previously failed to pay membership fees to World Fitness Cartel.

Your door access card can be transferred to the Transferee at no cost.

13. THIRD PARTY GOODS AND SERVICES

(a) Any Service that requires World Fitness Cartel to acquire goods and services supplied by a third party on behalf of the Member may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.

(b) The Member agrees to familiarise itself with any Third Party Terms applicable to any such goods and services and, by instructing World Fitness Cartel to acquire the goods or services on the Member's behalf, the Member will be taken to have agreed to such Third Party Terms.

14. WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

15. LIABILITY AND INDEMNITIES

15.1. NO RELIANCE

The Member acknowledges that in deciding to pay for the Activities and in entering into this Agreement the Member has not relied on the skill or judgment of World Fitness Cartel and that the Member has satisfied itself as to the condition and suitability of the Gym and/or Activities and their fitness for the Member's purpose.

15.2. LIABILITY

To the maximum extent permitted under applicable law, and without limiting any of the Member's rights under the *Competition and Consumer Act 2010* (Cth) World Fitness Cartel's liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:

- (a) is excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits or loss of goodwill; and



(b) is limited, insofar as concerns other liability, to the total money paid to World Fitness Cartel under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

15.3. RISK

(a) Participating in the Activities involves the potential for injury and the Member is participating in any Activities at their own risk with knowledge of the dangers involved, including but not limited to, physical injury, muscle and ligament strains, illness, bruising, falls, injury through equipment failure, injury through impact during martial arts participation and death.

(b) The Member acknowledges that there will be times where the Member will be unsupervised by any World Fitness Cartel Personnel and agrees to accept any risks of loss, injury, damage or death arising out of the Member's unsupervised use of the Gym, unless there is reckless disregard on World Fitness Cartel's behalf.

(c) The Member acknowledges that while World Fitness Cartel uses its best endeavours to ensure that the Gym and any facilities and/or equipment are free of faults and safety issues, there may be instances of equipment failure, and/or equipment and other objects may be left in incorrect positions by other Gym users. The Member agrees that World Fitness Cartel will not be liable for any loss or damage arising out of such circumstances unless there is reckless disregard on World Fitness Cartel's behalf.

(d) The Member will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people arising out or contributed to by their participation in the Activities.

15.4. INDEMNITY

The Member indemnifies World Fitness Cartel from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:

- (a) any breach of this Agreement by the Member;
- (b) any negligent, fraudulent or criminal act or omission of the Member or its Personnel; or
- (c) an event, where circumstances giving rise to a claim, were caused or contributed to by the Member.

16. WARRANTIES

(a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.

(b) Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, World Fitness Cartel's liability for breach of that non-excludable condition, warranty or guarantee will be limited to:

- (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

17. PRIVACY

- (a) You agree to be bound by our Privacy Policy, which is available [here].
- (b) You consent to us taking images and recording video footage

of you for the following purposes only:

- (i) promotion of the Gym, Gym events and advertising the associated products and services; and
 - (ii) publication on social media platforms or in newspapers, in trade and other journals and on websites and the internet for the purposes of professional advancement, in accordance with our Privacy Policy.
- (c) Please notify us info@worldfitnesscartel.com.au if you do not wish footage or images of you to be taken or kept by us.

18. CANCELLATION

18.1. BY WORLD FITNESS CARTEL

World Fitness Cartel may terminate this Agreement in whole or in part immediately by written notice to the Member if the Member is in breach of any term of this Agreement.

18.2. NOTICE - ALL MEMBERS

Subject to clause 3, if you wish to cancel this agreement, you must provide a 30 day written notice to World Fitness Cartel by filling out a Membership Cancellation Form available at the Gym (Notice).

18.3. MINIMUM TERM MEMBERSHIP PLAN

If you are on a 'Minimum Term' Membership Plan:

- (a) you must pay World Fitness Cartel the Cancellation Fee specified in the Membership Form, if the Notice is prior to the expiry of the Minimum Term;
- (b) no Cancellation Fee is payable, if the Notice is after the expiry of the Minimum Term and we will refund any pro-rata direct debit that covers a period of time past the Notice period.

18.4. MONTH BY MONTH MEMBERSHIP PLAN

If you are on a Month by Month Membership Plan we will refund any pro-rata direct debit that covers a period of time past the Notice period.

18.5. SURVIVAL

Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination, will survive and be enforceable after such termination.

19. DISPUTE RESOLUTION

(a) The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.

(b) If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party or, if the party is an individual, that individual.

(c) The parties acknowledge that compliance with this clause 19 is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except:

- (i) in the case of applications for urgent interlocutory relief; or
- (ii) a breach by another party of this clause 19.

20. NOTICES

A notice or other communication to a party under this Agreement must be:

- (a) in writing and in English; and

(b) addressed to that party to:

(i) the email address of that party that has been regularly used by the parties to correspond during the term of this Agreement (unless such email address is known to be inactive by the party giving notice); or

(ii) where email is not available, an alternative mode of communication, as agreed between the parties.

21. GENERAL

21.1. GOVERNING LAW

This Agreement is governed by the law applying in Victoria, Australia.

21.2. JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

21.3. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

21.4. RELATIONSHIP

(a) Nothing contained in this Agreement creates an agency, partnership, joint venture or employment relationship between World Fitness Cartel and the Member or any of their respective employees, agents or contractors.

(b) Neither party nor any person acting on its behalf may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

21.5. WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

21.6. FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this Agreement.

21.7. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

22. DEFINITIONS

In addition to capitalised terms defined in the Agreement Details above, capitalised terms used in this agreement will have the following meanings:

Term	Meaning
24/7 Access	means access to the Gym outside of the Staffed Hours.
Activities	means the Activities listed in the Membership Form to be provided to the Member by World Fitness Cartel.
Business Days	means a day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Australia.
DDR	means the Direct Debit Request located in the Membership Form authorising Ezidebit to debit your nominated account or credit card for Fees payable to World Fitness Cartel in accordance with the DDR Service Agreement.
DDR Service Agreement	means the DDR Service Agreement between you and Ezidebit relating to the Fees payable under the Membership Form located in Appendix C.
Commencement Date	has the meaning set out in the Membership Form.
Fees	has the meaning set out in the Membership Form.
Gym	means the venue specified in the Membership Form.
Laws	mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Sales Activities are performed or received and includes any industry codes of conduct.
Martial Arts Classes	means Boxing, Kickboxing, Muay Thai, Brazilian Jiu Jitsu and similar classes provided by World Fitness Cartel.
Member	has the meaning set out in the Membership Form.
Membership Form	has the meaning set out in clause 1(a) of these Terms and Conditions.
Membership Plan	has the meaning set out in the Membership Form and relates to the contract length and payment terms a Member has selected.
Personnel	means, in respect of a party, that party's officers, employees, contractors (including subcontractors) and agents.
Staffed Hours	means between [insert] and [insert].
Third Party Terms	has the meaning set out in clause 10.



23. INTERPRETATION

In this agreement, the following rules of interpretation apply:

- (a) (singular and plural) words in the singular includes the plural (and vice versa);
- (b) (gender) words indicating a gender includes the corresponding words of any other gender;
- (c) (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (person) a reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) (party) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) (this agreement) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) (document) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (currency) a reference to "\$" or "dollar" is to Australian currency;
- (i) (headings) headings and words in bold type are for convenience only and do not affect interpretation;
- (j) (includes) the word "includes" and similar words in any form is not a word of limitation; and
- (k) (adverse interpretation) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.