

These Club Rules form part of each Member's Membership Agreement with Next Generation Clubs Australia Pty Ltd ACN 079 495 944 ("NGCA"). Membership is subject to and at all times conditional upon the Member abiding by the Club Rules.

NGCA reserves the right to vary the Club Rules at any time. Variations will be posted on the Club notice board, which will constitute due notice of all such variations.

1 MEMBERSHIP

1.1 A Member's level and category of membership determines which facilities at the Club he or she is entitled to use and any restrictions on the use of those facilities by the Member. Some levels and categories of membership may not be available at all NGCA clubs. NGCA reserves the right not to offer or to close any membership level and category. If a category of Membership at a Club is deemed full by NGCA, NGCA reserves the right to refuse to offer or accept further memberships to such categories at its discretion.

1.2 Membership is personal to the Member and subject to clause 1.7 relates only to the nominated Club and cannot be transferred.

1.3 Any application for membership by a person under 18 years old, must be signed by a parent or guardian, who, at all times, will be responsible for the minor's behaviour and actions while the minor is at the Club or using the facilities. The parent or guardian is liable to pay to NGCA all amounts that are due to NGCA arising from the minor's membership of the Club and his or her use of the facilities.

1.4 Membership Levels

Gold and Silver level membership benefits may be varied from time to time by NGCA and may differ between NGCA clubs. A description of current benefits and facilities is available from Club reception. All membership levels exclude ancillary services which are provided to Members upon payment of additional fees and charges. A list of ancillary services offered by NGCA and the applicable fees and charges is available at reception.

1.4.1 Gold Ace Membership

The Member may use all the facilities at the Club. Members must be 18 years of age and over.

1.4.2 Gold Fitness Membership

The Member may use all the facilities at the Club, excluding racquet sports facilities. Members must be 18 years of age and over.

1.4.3 Silver Ace Membership

The Member may use all the facilities at the Club, excluding those reserved exclusively for Gold membership.

1.4.4 Silver Fitness Membership

The Member may use all the Club's facilities, excluding those reserved exclusively for Gold membership and racquet sports.

1.5. Membership Categories

There are different membership categories, available to people who meet the relevant eligibility requirements determined at NGCA's sole discretion. NGCA shall be entitled, at its absolute discretion and at any time, to request evidence of a Member's status and entitlement to a particular category of membership. NGCA may require Members who are applying to change their category of membership, to provide evidence satisfactory to NGCA of age, status and other personal details relevant to membership category. Members may apply to downgrade their membership after the end of the Initial Term, which will be effective four (4) weeks after such application is received by NGCA. Age is calculated at the time of application for or renewal of membership.

1.5.1 Personal Membership

Individual adult 18 years of age and over.

1.5.2 Couple Membership

A couple living together in a married or de-facto relationship, one or both 18 years of age or older.

1.5.3 Classic Membership

Individual adult 65 years of age and over.

1.5.4 Classic Couple Membership

A couple living together in a married or de-facto relationship, one or both 65 years of age or older.

1.5.5 Midweek Membership

Individual adult 18 years of age and over, allowing Club access Monday to Friday from opening to 4.30pm (public holidays excluded).

1.5.6 Midweek Couple Membership

A couple living together in a married or de-facto relationship, one or both 18 years of age or older, allowing Club access Monday to Friday from opening to 4.30pm (Public Holidays excluded).

1.5.7 Off peak Membership

Individual adult 18 years of age and over, allowing Club access Monday to Friday from 8.30am to 4.30pm (public holidays excluded).

1.5.8 Varsity Membership

Individual full-time student adult 18 to 25 years of age inclusive.

1.5.9 Collegiate Membership

Individual or family membership for children 14 to 17 years of age inclusive.

1.6.0 Cadet Membership

Family membership for children 6 to 13 years of age inclusive.

1.6.1 Cub Membership

Family membership for children 5 years of age and under.

1.6.2 Corporate Membership

A minimum of ten nominated individuals from the same employer.

1.6.3 Flexi-Fit Membership

An introductory membership with a 12 week Initial Term.

1.6.4 Weekend Only Membership

Individual adult 18 years and over allowing Club access Saturday and Sunday from opening to close.

1.7 Reciprocal Access to other Next Gen Health & Lifestyle Clubs

Some membership categories entitle access to other NGCA Clubs in Australia & New Zealand. Specific details relating to access by membership category for each Club is contained within the Reciprocal Club Access Policy and is available on the NGCA website or from reception.

2 CHILDREN (0-17 YEARS)

2.1 Children 13 years of age and under must be supervised at all times by an adult whilst at the Club unless the child is attending an organised Club activity. Children 13 years of age and under are not permitted to use the aqua facilities unless directly supervised by an adult. Children 13 years of age and under may not use the gym facilities (unless the child is attending an organised Club activity).

2.2 A Member is responsible for behaviour and actions of his/her children while they are in the Club premises. NGCA may suspend or terminate a Member's membership in the event of a breach of the Membership Agreement (including these Club Rules) by a child of that Member or that of a Member responsible for supervising that child.

2.3 Children six years of age and over must use the changing rooms designated for their own sex (or a family changing room, if available).

2.4 Once children reach the age where they are no longer eligible for their current category of membership, their membership will automatically be amended to an eligible category.

3 GUESTS

3.1 Members are responsible for ensuring that their guests at the Club are aware of, and adhere to these Club Rules. If a guest fails to comply with the Club Rules, or engages in any behaviour unacceptable to NGCA, NGCA may eject the guest.

3.2 Only Members over 18 years may sign in guests to the Club. A Member's guest can only enter the Club if signed in by that Member at the Club reception using a guest registration form and upon payment of the applicable guest fee and any other fees and charges. The Member must accompany his or her guests at all times.

3.3 A Member's guests using the Club's facilities must complete a Physical Activity Readiness Questionnaire (PARQ) upon entering the Club. The Member warrants and represents that his or her guest is, so far as the Member is aware, in a physical condition suitable for the type of exercise or activity in which the guest engages at the Club.

3.4 Social guests may only use the café, bar and lounge facilities. NGCA reserves the right to refuse admission at its discretion on suspicion of guests entering the Club to access other facilities. Social guests found to be using other Club facilities will be charged the casual day fee rate.

3.5 A Member may bring the same guest to the Club no more than six times in any one calendar year.

3.6 NGCA will be entitled entirely at its discretion to refuse entry or to eject from the Club any non-Member who is not properly admitted as a guest.

3.7 A Member who brings any person into the Club on an unauthorised basis will be in breach of their Membership Agreement.

3.8 A material breach of this Rule 3 by a Member may entitle NGCA to suspend or terminate that Member's membership.

4 CHARGES

4.1 Use of certain facilities and participation in certain programs at the Club is subject to payment by the Member of the fees and charges from time to time in effect in relation to those facilities and programs. These charges are additional to the Joining Fee, Administration Fee and Membership Subscription.

4.2 A list of fees and charges is available from the Club reception and may be amended from time to time by NGCA at its sole discretion.

4.3 For purposes of the fees and charges, public holidays are regarded as peak time.

4.4 NGCA reserves the right to refuse payment of any fees and charges by cheque.

5 CLUB FACILITIES

5.1 General

Subject to the facilities available at the Club, a Member is entitled to use the facilities available under the relevant level of membership. NGCA reserves the right to add, change or provide suitable alternative facilities from time to time and may also at any time withdraw all or any part of such facilities for any period(s) where the same are required by NGCA for tournaments, exhibitions or other activities or in connection with any repair, alteration, maintenance work or seasonal operation. NGCA reserves the right to vary the availability and operation of each of the Club facilities at its discretion.

5.2 Operating Hours

5.2.1 The opening and closing times for the facilities at the Club shall be determined by NGCA and may be varied from time to time at NGCA's discretion. These times will be displayed at the Club.

5.3 Café and Bar

5.3.1 Food and beverage consumed within the Club is to be purchased from the Club only (excluding baby food and special dietary requirements). Food and beverage is to be consumed only within designated areas of the Club.

5.3.2 A Member and his or her guests must adhere to the liquor licensing legislation applicable to the Club.

5.4 Gymnasium

5.4.1 A Member must make an appointment with a NGCA Health & Fitness Instructor for a gym equipment induction, prior to initial use of the gym equipment by the Member.

5.4.2 Member Personal Training sessions can only be conducted by employees of NGCA.

5.5 Group Exercise Classes

5.5.1 Bookings by a Silver Member may be made up to eight days in advance (e.g. a booking can be made on a Monday for the following Monday). Bookings by a Gold Member may be made up to ten days in advance (e.g. a booking can be made on a Monday for the following Wednesday).

5.5.2 A Member may attend group exercise classes without making a booking, however priority for all classes will be given to members who have made a booking for that class.

5.5.3 Bookings for group exercise classes are subject to the Group Exercise Bookings Rules and Guidelines for Members which is available from reception or the NGCA website.

5.6 Aquatics

5.6.1 A Member and his or her guests must comply with notices posted in the aqua areas and with all verbal directions or instructions given by NGCA staff. FAILURE TO DO SO IS SERIOUS MISCONDUCT AND WILL CONSTITUTE A MATERIAL BREACH OF THE MEMBERSHIP AGREEMENT.

5.6.2 A Member and his or her guests use the swimming pool at their own risk. Children 13 years of age and under are not permitted to use the wet areas unless directly supervised by an adult.

5.6.3 For health and hygiene reasons a Member and his or her guests must shower before entering the pool. Showers are provided for this purpose in the changing rooms and pool areas.

5.6.4 Radios, lilos, snorkels and anything which NGCA in its absolute discretion considers to be detrimental to the use of the pool are not permitted.

5.7 Racquet Sports

5.7.1 Court bookings by a Silver Member may be made up to eight days in advance (e.g. a booking can be made on a Monday for the following Monday). Court bookings by a Gold Member may be made up to ten days in advance (e.g. a court booking can be made on a Monday for the following Wednesday).

5.7.2 NGCA reserves the right to restrict a Member to advanced court bookings for up to one hour per day per Member.

5.7.3 A Member and his or her guests must comply with notices posted in the racquet sports areas

5.7.4 Court bookings cancelled 24 hours or more prior to the booking will incur no cancellation fee; cancellation on less than 24 hours' notice may attract a cancellation fee payable by a Member to NGCA.

5.7.5 If a Member fails to attend a court within 15 minutes of the booked period, NGCA reserves the right to allocate the court to another Member.

5.7.6 A Member must vacate the courts promptly at the end of their booked period of time.

5.8 Crèche

5.8.1 Where a crèche facility is available at a Club, children aged from three months to five years may be booked in by a Member, subject to availability and relevant licensing legislation.

5.8.2 At least one parent or guardian must remain on the Club's premises at all times whilst his/her child is in the crèche. Nappies, food, drink and toiletries must be provided by the parent or guardian.

5.9 Car Park

5.9.1 The car park is for Members only whilst they are using the Club's facilities and subject to availability of car parking spaces. Parking is not included as an unconditional entitlement of membership.

5.9.2 Members must park only in the designated parking spaces in the Club's car park. Vehicles parked outside a specific space or inappropriately parked may be clamped and a removal fee may be charged by NGCA.

5.9.3 The Member must remain on the Club premises while occupying a car park space in the Club car park. Any Member who parks a car in the car park whilst not using the Club's facilities, may have his or her membership suspended or cancelled by NGCA.

5.10 Lockers

5.10.1 A Member and his or her guests are advised to store valuables and other personal belongings in the lockers provided at the Club.

5.10.2 Membership Subscription does not cover the cost of permanent lockers. Lockers must be used on a daily basis only. If a key is lost, the Member responsible may be liable to pay a fee to NGCA to cover the cost of a new lock and key.

5.10.3 Smaller size security lockers may also be available; please see the Club tariff sheet for charges.

5.10.4 NGCA reserves the right to remove the contents from any locker used overnight which has not been paid for.

6 CONDUCT

6.1 A Member is fully responsible for all persons admitted to Club premises under their membership.

6.2 NGCA may deny entry to and may eject from the Club anyone whose behaviour or appearance is deemed to be inappropriate or unsuitable at NGCA's sole discretion

6.3 NGCA may deny entry to and may eject from the Club anyone where NGCA has reasonable grounds to believe that entry into the Club or their presence in the Club may endanger the safety of other Members or the welfare, harmony or good reputation of the Club.

6.4 NGCA reserves the right to deny current or future entry or membership to the Club to individuals who previously have been denied entry or evicted under Rule 6.3.

6.5 A Member and all persons at the Club must show consideration for one another. For example, profane or abusive language and the threat or use of violence will not be tolerated by NGCA.

6.6 A Member and all persons at the Club must obey notices and signs on display in the Club. It is the Member's responsibility to read any information on the Club notice boards and ensure his or her guests and any child Members for whom they are responsible read notices and signs whilst at the Club.

6.7 A Member and all other persons using the facilities must use the Club facilities in accordance with the notices and instructions for use. This includes all equipment and installations. Any serious misuse or abuse of the Club's facilities by a Member or his or her guests will be a breach of these Rules.

6.8 A Member and all other persons must familiarise themselves with all Health and Safety notices in the Club and comply with Health and Safety rules and all other safety directives/instructions posted in the Club and/or given verbally by NGCA staff or representatives. Any act or omission by a Member or his or her guests causing risk of harm or injury to any person at the Club, or risk of damage to property at the Club will constitute a breach of these Rules for which NGCA may take whatever action it deems appropriate.

6.9 A Member and all other persons at the Club must wear a form of dress appropriate (as deemed by NGCA) to the time of day and place on all occasions and must wear footwear in all areas, excluding the wet area of the Club.

6.10 In the interests of safety and hygiene, no crockery or glasses are allowed in the changing rooms, gym, racquets or wet areas.

6.11 Pets (with the exception of guide dogs) are not permitted in the Club.

6.12 Smoking is not permitted anywhere within the club (including all internal and external areas).

6.13 The use of cameras and mobile phones containing cameras are not permitted within the change facilities. The use of cameras for personal use is permitted in other areas of the Club, provided the privacy and consideration of other Members and guests is maintained. Photography or filming for commercial purposes is not permitted within the Club without the prior written permission of NGCA.

7 SUSPENSION AND TERMINATION OF MEMBERSHIP

7.1 NGCA may suspend or terminate membership of any Member with immediate effect if that Member or any of the Member's guests commit a breach of the Club Rules including but not limited to:

7.1.1 The Member or his or her guests fail to obey notices and signs in the Club, including those relating to health and safety;

7.1.2 The Member's conduct is deemed by NGCA to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members;

7.1.3 The Member is shown to have provided NGCA with false or misleading information for the purposes of gaining membership for him or her or for any other person;

7.1.4 Any amounts due and owing to NGCA by the Member have not been paid within fourteen (14) days following the date of a written reminder of the amount due;

7.1.5 The Member has given his or her membership card to another person to be used at the Club;

7.1.6 The Member cannot provide evidence of his or her status or entitlement to a particular Level or Category of Membership to which they have subscribed.

7.2 NGCA may terminate or suspend the membership of any Member if NGCA has reasonable grounds to believe that the Member's physical and/or medical condition does not meet the standards required by NGCA for the Club and that continuing membership would be detrimental to that Member's health.

7.3 NGCA may deny entry to the Club and the premises by any Member or former Member whose membership has been previously, or is currently suspended or terminated.

7.4 If a request by a Member for suspension of membership is approved by NGCA, a fee of \$30 per month or part thereof (if paying by annual lump sum or monthly instalments) or \$15 per fortnight of part thereof (if paying by fortnightly instalments) is payable per Member during the suspension period. The term of the Member's membership and liability to pay Membership Subscription shall be extended for the period of suspension. If a Member is paying their subscription by monthly or fortnightly instalments the suspension fee will be paid in lieu of the regular direct debit subscription and for a Member paying their subscription by annual lump sum this fee is payable in advance of the suspension period.

8 LIABILITY

8.1 All members are entitled to statutory consumer guarantees under the Australian Consumer Law and save for clause 8.2, NGCA does not exclude, restrict, limit or modify those consumer guarantees. In all other respects and to the extent permitted by law, NGCA will not be liable under this Agreement or otherwise under statute or common law for any loss, damage or inconvenience arising in connection to:

8.1.1 any accident or injury (including fatality) to any person admitted to the Club that may occur on Club premises or within the grounds of the Club except where and only to the extent that the relevant incident is caused directly by the negligence of NGCA, its staff or its agents. A Member who (or whose child, guest or visitor) suffers an accident or injury on the Club premises must report the accident or injury and the circumstances under which it occurred, to the duty manager immediately following the accident or injury;

8.1.2 any accident or injury, including any fatality, to any person using the Club's equipment or facilities which is caused by a failure of the person to follow the instructions relating to the proper use of the equipment or facility unless and only to the extent that the relevant incident is caused directly by the negligence of NGCA, its staff or agents (a Member who (or whose child, guest or visitor) suffers an accident or injury on the Club premises must report the accident or injury and the circumstances under which it occurred, to the duty manager immediately following the accident or injury);

8.1.3 damage to or loss of personal property belonging to a Member or a guest on or at the Club premises except where and only to the extent that damage or loss is caused directly by the negligence of NGCA, its staff or its agents;

8.1.4 the removal of contents from lockers pursuant to clause 5.10.4 of the Club Rules;

8.1.5 lost property items or delivery of the same to charity pursuant to clause 10.1 of the Club Rules; or

8.1.6 any costs or damages incurred in relation to any death, injury, damage, loss or cost suffered or sustained by a Member and his or her guest arising in connection with a Member's use, or his or her guest's use, of the Club's Car Park and each Member releases NGCA from and indemnifies NGCA against all such loss.

8.2 Except for where NGCA has acted recklessly, NGCA excludes any liability in respect of any physical or mental injury (including death) of a Member (including the aggravation, acceleration or recurrence of such an injury of the Member) which NGCA might otherwise have had arising under the consumer guarantees relating to the provision of services.

9 PHYSICAL ACTIVITY

9.1 ALL MEMBERS MUST COMPLETE A PHYSICAL ACTIVITY READINESS QUESTIONNAIRE AT THE TIME OF OBTAINING MEMBERSHIP. A PARENT/GUARDIAN MUST COMPLETE A PARQ FOR MINORS.

9.2 A Member is responsible for monitoring his or her own physical condition and physical activity undertaken at the Club and if any unusual symptoms or discomfort occur, the Member must immediately:

(a) stop the activity and,

(b) inform a NGCA Health & Fitness Instructor or any other member of staff at the Club of the relevant circumstances.

9.3 A specific exercise program given to a Member by NGCA will be based on the information given by the Member in reply to a PARQ supplied at the time of joining and any supplementary information provided. THE MEMBER MUST IMMEDIATELY INFORM NGCA OF ANY CHANGES OF INFORMATION PROVIDED IN THEIR PARQ TO THEIR PHYSICAL CONDITION AND COMPLETE A NEW PARQ.

9.4 NGCA Health & Fitness Instructors are not medically qualified. They rely on information provided by a Member. A Member must therefore disclose to NGCA Health & Fitness Instructors all information concerning their physical and medical conditions which is required by NGCA. Sometimes a NGCA Health & Fitness Instructor may require additional medical information from a Member's doctor in order that an exercise program can be recommended for a Member. The Member must obtain such further medical information if advised to do so (this will be at the Member's own expense) and must not use the Club exercise facilities until such medical information is supplied to NGCA and NGCA is satisfied with the doctor's recommendation.

9.5 ALL INFORMATION GIVEN BY A MEMBER TO NGCA IN RELATION TO THE MEMBER'S PHYSICAL AND/OR MEDICAL CONDITION, BOTH AS PART OF THE ASSESSMENT AND/OR OTHERWISE, IS WARRANTED BY THE MEMBER AS BEING ACCURATE AND COMPLETE AND THE MEMBER FULLY ACKNOWLEDGES AND UNDERSTANDS THAT NGCA WILL BE RELYING ON THIS INFORMATION IN CARRYING OUT THE ASSESSMENT AND ALLOWING THE USE OF FACILITIES.

9.6 IT IS THE MEMBER'S SOLE RESPONSIBILITY TO BRING TO THE ATTENTION OF NGCA ANY MEDICAL CONDITION THAT MAY PRESENT A RISK TO THE MEMBER AND/OR TO A MEMBER'S GUEST IN ENGAGING IN ANY PARTICULAR ACTIVITY. THE MEMBER MUST IMMEDIATELY NOTIFY NGCA OF ANY CHANGE IN THE MEDICAL CONDITION OF THE MEMBER.

10 LOST PROPERTY

10.1 Any lost property found must be immediately handed to the Club reception. Lost property items will be held for a period of four weeks only before being given to charity.

11 TELEPHONE CALLS

11.1 For quality control purposes a Member consents to NGCA recording telephone calls between NGCA staff and a Member.

12 MEMBERSHIP CARDS

12.1 A Member will be issued with a membership card which must be displayed to Reception to allow the Member to enter the Club and use the facilities. Membership cards must not be used by another person. NGCA reserves the right to charge a fee for the replacement of a lost membership card.

13 COLLECTION OF INFORMATION

13.1 NGCA and its affiliates collect personal and limited sensitive information from and about Members to promote and sell products and services and to limit the risk of threat to life and health of individuals utilising Club facilities or involved in the operation of the Club. Representatives of the Club collect information from the individual wherever possible (except in the case of minors) for the purpose of marketing and fulfilling our contractual obligations to a Member and clients and to administer the sale or complete the application process. A Member's personal information is usually handled by employees of NGCA, independent contractors, contracted marketing companies, or related/affiliated groups. Under existing privacy legislation, a Member is entitled to access personal information held by NGCA.

13.2 By entering into this Membership Agreement the Member provides their consents specified in NGCA's Privacy Policy as amended from time to time.