

1. WELCOME

Welcome to Next Gen Clubs Australia.

Our clubs are designed to be places where members, guests and staff can move, train, recover, connect and enjoy a premium health and lifestyle experience.

These Club Rules help create a safe, respectful and enjoyable environment for everyone. They work alongside your Membership Agreement and applicable Club Policies to ensure our clubs operate safely, fairly and consistently.

By entering or using the club, members and guests agree to comply with these Club Rules, the Membership Agreement, applicable Club Policies and any reasonable directions provided by staff.

These Club Rules may be updated from time to time to reflect changes to our facilities, services, operations or legal requirements. Where appropriate, members will be given reasonable notice of significant changes.

2. DEFINITIONS

Unless the context requires otherwise:

Club means the Next Gen Club being used by the Member or Guest, including its facilities, grounds and car parking areas.

Club Policies means any policies, guidelines or procedures published by the Club from time to time relating to the use of specific facilities, services or activities.

Guest means any person attending the Club who is not using the Club under their own membership.

Member means a person holding a current membership with Next Gen Clubs Australia.

Membership Agreement means the agreement between the Member and Next Generation Clubs Australia Limited, as amended from time to time.

Staff means employees, contractors or authorised representatives of the Club.

3. CLUB POLICIES

From time to time, the club may publish Club Policies relating to the operation of specific facilities, services or activities.

Club Policies form part of these Club Rules.

Members and guests must comply with any applicable Club Policy when using relevant facilities or participating in relevant activities.

Club Policies may be introduced, amended or withdrawn from time to time to support operational, safety and member experience requirements.

4. GENERAL CLUB EXPECTATIONS

Members and guests must:

- comply with these Club Rules, applicable Club Policies, club signage and reasonable directions provided by staff
- behave respectfully and considerately towards others
- maintain appropriate personal hygiene
- use club facilities and equipment safely, responsibly and only for their intended purpose
- participate within their own physical capability and immediately stop any activity if they feel unwell or believe it is unsafe to continue
- comply with all health, safety, operational and emergency procedures
- promptly report any unsafe condition, damaged equipment or accident to staff.

Members are responsible for ensuring their guests comply with these Club Rules and applicable Club Policies while attending the club.

5. MEMBERSHIP ACCESS & CLUB USE

5.1 MEMBERSHIP ACCESS & IDENTIFICATION

Membership access is personal to the member and must not be shared, transferred or used by another person.

Members may be required to present their membership card, digital membership pass or suitable identification when entering the club.

Sharing membership access, allowing another person to use a membership, or attempting to gain unauthorised access to the club is a serious breach of the Membership Agreement and these Club Rules.

The club may use membership records, access scans, booking records, CCTV footage or other reasonable evidence when investigating suspected misuse.

Replacement membership cards may incur the applicable replacement fee.

5.2 MEMBERSHIP ELIGIBILITY

Certain membership categories or benefits may be subject to eligibility requirements.

The club may request reasonable evidence of eligibility where access or benefits depend on age, student status or another qualifying criterion.

5.3 RECIPROCAL CLUB ACCESS

Some memberships include reciprocal access to participating Next Gen Clubs.

Reciprocal access is subject to membership type, operational availability and the Reciprocal Club Access Policy.

The availability of reciprocal access may change from time to time.

5.4 GUESTS

Guests must comply with these Club Rules and any applicable Club Policies while attending the club.

Members are responsible for the behaviour and conduct of their guests while at the club.

Guests may only attend when signed in by an eligible member and any applicable guest fee has been paid.

Members must accompany their guests while using club facilities unless otherwise approved by the club.

Guests using club facilities may be required to complete a Physical Activity Readiness Questionnaire (PAR-Q) or other health screening before participating.

Guests who are not using club facilities may access designated hospitality areas only.

The same guest may not attend the club more than twelve (12) times in a calendar year without the club's prior approval.

Guests must not be used to circumvent membership conditions, access restrictions or commercial activity rules.

The club may refuse guest access where reasonably necessary to support safety, security, operational requirements or the member experience.

5.5 LOCKERS & PERSONAL BELONGINGS

Day-use lockers are available for member convenience.

Lockers must not be used overnight unless authorised by the club.

Members and guests are responsible for securing their personal belongings.

The club is not responsible for lost, stolen or damaged personal property except where required by law.

Lost property may be removed, disposed of or donated after four (4) weeks.

5.6 FOOD & BEVERAGE

Food and beverages consumed within the club must be

purchased from the club where reasonably available, excluding baby food, medical requirements or special dietary requirements.

Food and beverages may only be consumed within designated areas of the club.

Members and guests must comply with all applicable liquor licensing laws while on club premises.

5.7 ANIMALS

Animals are not permitted within the club except for assistance animals permitted by law.

5.8 MOBILE PHONES, PHOTOGRAPHY & RECORDING

Mobile phones should be used respectfully and discreetly within the club.

Phone calls, loud audio and disruptive behaviour are not permitted.

Members and guests must not photograph, film or record other members, guests or staff without their consent.

Photography, filming or recording must not impact the privacy, comfort or experience of others.

Mobile phones, cameras and recording devices must not be used within change rooms, bathrooms or other private facilities.

Commercial photography, filming or recording is not permitted without the club's prior approval.

The club or its authorised representatives may undertake photography or videography for marketing, promotional or operational purposes.

By entering the club, members acknowledge that photography or videography may occur.

Members who do not wish to appear in club photography or videography should notify the club. The club will make reasonable efforts to accommodate these requests where practicable.

Members and guests must comply with any reasonable request from staff to cease photographing, filming or recording within the club.

6. MEMBERSHIP CATEGORIES & ENTITLEMENTS

A member's access to facilities, services, programs and booking entitlements is determined by their membership type.

Membership types, inclusions, exclusions and eligibility requirements are set out in the Membership Agreement and may vary between clubs.

From time to time, the club may introduce, amend or discontinue membership types, facilities, services or associated benefits.

Where access to a facility, service or benefit is subject to eligibility requirements, members may be required to provide reasonable evidence of their eligibility.

7. BOOKINGS & ATTENDANCE

7.1 GENERAL BOOKINGS

Some facilities, classes, courts, appointments and wellness experiences require advance booking.

Bookings are subject to availability and the member's membership type.

The club may introduce, amend or withdraw booking systems, booking requirements, attendance limits, time limits or access controls where reasonably required for operational, safety or member experience purposes.

7.2 GROUP FITNESS BOOKINGS

Group Fitness bookings are governed by the Group Class Booking Rules.

Booking windows, waitlists, cancellation periods, attendance requirements, booking priorities and any applicable fees are set

out in the Group Class Booking Rules and may vary according to membership type.

Repeated late cancellations or failure to attend booked classes may result in booking restrictions or other action in accordance with the applicable Club Policy.

7.3 COURT BOOKINGS

Court booking entitlements vary according to membership type.

- Gold and Premium members may book courts up to ten (10) days in advance.
- Silver members may book courts up to eight (8) days in advance.

Court bookings cancelled with less than twenty-four (24) hours' notice may incur a cancellation fee.

Courts not occupied within fifteen (15) minutes of the scheduled booking time may be released for use by another member.

Members must vacate courts promptly at the end of their booked session.

The club may introduce additional court booking procedures, conditions or usage limits where reasonably required for operational purposes.

7.4 ARRIVAL TIMES

Members should arrive in sufficient time to commence their booked class, appointment or activity at the scheduled start time.

Late entry to some classes, appointments or facilities may not be permitted where doing so would affect safety, disrupt other participants or compromise the member experience.

8. WELLNESS & RECOVERY AREAS

Wellness and recovery facilities are intended to provide a calm, restorative and respectful environment for all members and guests.

Members and guests using these facilities must:

- wear appropriate attire as directed by the club
- use a towel where required
- maintain appropriate personal hygiene
- shower before entering pools, spas or other thermal facilities where required
- comply with capacity limits, time limits and operational signage
- respect designated quiet times and areas and the comfort of others
- follow all health and safety signage and staff directions
- use facilities responsibly and only for their intended purpose.

Members should not use wellness or recovery facilities if they are suffering from a contagious illness, have an open wound that cannot be appropriately covered, or where use may present a risk to themselves or others.

The club may introduce bookings, time limits, access controls or additional operating requirements for wellness and recovery facilities where reasonably required for operational, maintenance, safety or capacity management purposes.

Individual facilities may also be subject to additional Club Policies.

9. GROUP FITNESS

Members participate in Group Fitness Classes at their own risk and within their own physical capability.

Members should only participate in classes suitable for their experience, fitness level and physical capability.

Members must:

- follow all instructions provided by the instructor

- use equipment safely and responsibly
- respect other participants and the class environment
- promptly advise the instructor if they become unwell or are unable to continue safely.

Members should arrive prepared to participate at the scheduled class time.

The club may change instructors, class formats, timetables, locations or class offerings from time to time.

9.1 Reformer Pilates

Grip socks must be worn when participating in Reformer Pilates classes unless otherwise approved by the club.

10. GYM FLOOR & EQUIPMENT

Members and guests must use gym equipment safely, responsibly and only for its intended purpose.

Members must:

- return weights and equipment after use
- wipe down equipment after use where cleaning products are provided
- wear appropriate clothing and enclosed footwear unless otherwise permitted by the club
- use equipment in accordance with any instructions provided by staff or displayed on the equipment.

Members should be considerate of others when using equipment and avoid unnecessarily occupying equipment between sets where others are waiting.

Members may be required to complete an induction before using particular equipment or facilities.

Members should immediately report damaged, defective or unsafe equipment to staff.

Personal training, coaching or instruction within the club may only be provided by authorised Next Generation staff or approved service providers.

Unauthorised commercial activity, coaching or instruction within the club is not permitted.

11. AQUATIC AREAS

Aquatic facilities are shared spaces intended for recreation, exercise, recovery and relaxation.

Members and guests use aquatic facilities at their own risk and must exercise appropriate care at all times.

Members and guests must:

- comply with all Pool Rules, club signage and reasonable directions provided by staff
- shower before entering pools or thermal facilities where required
- supervise children in accordance with the Child Supervision Guidelines
- behave respectfully and considerately towards other users
- share lap lanes safely and courteously where applicable
- refrain from behaviour that may endanger themselves or others.

Glass items are not permitted within aquatic or wet areas.

The club may temporarily close or restrict access to aquatic facilities for maintenance, cleaning, programming, safety, events or operational purposes.

12. CHILDREN & FAMILIES

The club welcomes families and is committed to providing a safe environment for children.

Parents and guardians remain responsible for the behaviour, supervision and safety of children attending the club under their care.

12.1 CHILD SUPERVISION

Child supervision requirements are governed by the Child Supervision Guidelines.

Members must comply with these Guidelines at all times.

Access to facilities may be restricted according to a child's age, supervision requirements or safety considerations.

Children aged thirteen (13) years and under are not permitted to use gym facilities unless participating in an organised club activity or program.

Children using aquatic facilities must be supervised in accordance with the Child Supervision Guidelines.

Children aged six (6) years and over should use the change room corresponding with their gender.

Family and Accessible Change Rooms are available for parents, guardians and children who require assistance.

12.2 FAMILY FACILITIES & PROGRAMS

Crèche facilities, junior programs and family services are subject to availability, operational requirements and applicable Club Policies.

Additional eligibility, booking or supervision requirements may apply.

At least one parent or guardian must remain on club premises while a child is attending a club-operated crèche or supervised children's program, unless otherwise advised by the club.

13. BEHAVIOUR & CONDUCT

The club is committed to providing a welcoming, inclusive and respectful environment for all members, guests and staff.

Members and guests must treat others with courtesy and respect at all times.

The following behaviour is not permitted:

- harassment, discrimination, bullying or intimidation
- threatening, abusive or aggressive behaviour
- violence or conduct that places another person at risk
- deliberate damage to club property
- misuse of club facilities or equipment
- excessive noise or disruptive behaviour
- conduct that unreasonably interferes with another person's use or enjoyment of the club
- unauthorised commercial activity or solicitation
- recording, photographing or distributing images or content involving members, guests or staff without consent
- inappropriate sexual or indecent behaviour
- failure to comply with reasonable directions provided by staff.

Threatening, abusive or aggressive behaviour towards staff will be treated seriously and may result in immediate removal from the club or suspension of membership.

13.1 SMOKING, VAPING & INTOXICATION

Smoking, vaping and the use of illegal substances are prohibited within club premises.

Members and guests must not attend or remain within the club while intoxicated or under the influence of illegal substances.

The club may refuse entry to, or require any person to leave the club where reasonably necessary to protect the safety, wellbeing or enjoyment of others.

14. HEALTH & PARTICIPATION RESPONSIBILITIES

Members and guests are responsible for ensuring they are medically and physically capable of participating in the activities they choose to undertake within the club.

Members may be required to complete a Physical Activity Readiness Questionnaire (PAR-Q) or other health screening

before using certain facilities, participating in programs or commencing an exercise program.

Members are responsible for informing the club of any significant change to their health or medical condition that may affect their ability to safely participate in club activities.

If a member or guest experiences pain, dizziness, illness, injury or any other unusual symptoms while participating in an activity, they should immediately stop the activity and notify a member of staff.

Club staff, instructors and trainers are not medical practitioners and rely on information provided by members and guests when providing general guidance or exercise instruction.

The club may require medical clearance before permitting participation in certain activities where reasonably necessary to protect the health and safety of the member, guest or others.

15. MEMBERSHIP ADMINISTRATION

15.1 SUSPENSION REQUESTS

Requests to suspend a membership must be submitted in accordance with the Membership Agreement and club procedures.

Eligibility requirements, minimum suspension periods and notice requirements are determined by the Membership Agreement.

Medical suspensions may require supporting medical documentation.

An administration fee applies to approved membership suspensions:

- \$30 per month (or part thereof) for members paying annually or monthly.
- \$15 per fortnight (or part thereof) for members paying fortnightly.

The club may amend suspension administration fees from time to time by updating these Club Rules.

15.2 MEMBERSHIP FEES

Members are responsible for ensuring their membership fees remain up to date.

Access to the club may be suspended where membership fees remain overdue in accordance with the Membership Agreement.

Outstanding amounts may be referred to a debt recovery provider where permitted by law.

Membership fees are subject to annual reviews and may be adjusted.

15.3 CAR PARKING

Car parking is provided for the convenience of members and guests and is subject to availability.

Parking is only permitted while members or guests are using club facilities unless otherwise authorised by the club.

Members and guests must comply with all parking conditions, signage and designated parking areas.

The club may introduce parking restrictions, time limits or other parking management measures where reasonably required for operational or safety purposes.

Vehicles parked in breach of parking conditions may be subject to enforcement action.

16. CLUB OPERATIONS & TEMPORARY CHANGES

From time to time, the club may:

- introduce, modify or withdraw facilities, services or programs
- temporarily close facilities or areas of the club
- change operating hours, class timetables or service availability
- undertake maintenance, refurbishment or improvement works

- implement temporary access restrictions where reasonably required for operational, safety or capacity management purposes.

The club will endeavour to minimise disruption and, where reasonably practicable, provide advance notice of significant operational changes.

Members and guests must comply with all emergency procedures, evacuation instructions and reasonable directions provided by staff.

The club may refuse access to any area of the club where reasonably necessary to protect the safety of members, guests, staff or club property.

17. LIABILITY & AUSTRALIAN CONSUMER LAW

Nothing in these Club Rules excludes, restricts or modifies any rights or remedies available to members under the Australian Consumer Law or any other applicable legislation where those rights cannot lawfully be excluded.

Members and guests use the club's facilities and participate in club activities at their own risk and within their own physical capability.

The liability of the club, and the rights and obligations of members, are governed by the Membership Agreement and applicable laws.

Members and guests are expected to take reasonable care for their own safety and the safety of others while using the club.

Members should promptly report any accident, injury, unsafe condition or incident to staff so that appropriate assistance and investigation can be undertaken.

18. BREACHES OF CLUB RULES

The club may take reasonable action where a member or guest fails to comply with these Club Rules, the Membership Agreement or any applicable Club Policy.

Depending on the nature and seriousness of the breach, the club may:

- provide a verbal or written warning
- require the member or guest to leave the club
- suspend access to particular facilities or services
- temporarily suspend membership
- cancel membership in accordance with the Membership Agreement.

Serious misconduct may result in immediate suspension or cancellation of membership without prior warning where reasonably necessary to protect the safety, wellbeing or enjoyment of members, guests or staff.

When appropriate, the club will provide members with an opportunity to respond to, or resolve, an issue before further action is taken.

The Club may also take any other action available under the Membership Agreement.

Nothing in this section limits any other rights available to the club under the Membership Agreement or applicable law.

19. QUESTIONS OR ASSISTANCE

If you have any questions about these Club Rules, your Membership Agreement or your membership, please speak with a member of our team.

Our team is here to help you get the most from your membership and to ensure our clubs remain welcoming, safe and enjoyable places for everyone.

Thank you for helping us maintain the standards that make Next Gen Clubs a premium health and lifestyle destination.