

MEMBERSHIP TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

10 Visit Pass means the discounted fee payable by Casual Visitors to AV for ten (10) Casual Passes. Any unutilised Visit Passes will expire at the expiration of twelve (12) months from the Payment Date, and Casual Visitors will not be entitled to redeem or cash out any such unutilised Visit Passes at any time unless otherwise agreed in writing by AV in its absolute discretion.

Activities means any use of the Facilities by the Members or Casual Visitors for fitness and recreational activities rock climbing, training, functional movement, weights and class activities.

Direct Debit Memberships means the Membership Type which is governed by the terms and conditions set out in clause 3.1 and clause 3.2.

Agreement means this membership agreement incorporating the documents listed in clause 2(c).

AV means Adrenaline Vault Belmont (ABN 59 616 932 060) and Adrenaline Vault Cockburn (ABN 49 656 692 198), and includes all its employees, agents, officers, directors, shareholders, contractors, representatives, affiliates and subsidiaries.

Business Day means, a day that is not a Saturday, Sunday, bank holiday or public holiday in Western Australia.

Casual Pass means the fee payable by Casual Visitors to AV as specified in this Agreement.

Casual Visitors means visitors to the Premises who are not Members but who have signed the Conditions for Use and to whom AV has granted access to the Facilities and the Activities.

Commencement Date means the date on which this Agreement is signed by the Member.

Concession Fee means the reduced Membership Fee, Casual Pass or 10 Visit Pass payable by Members or Casual Visitors with a valid Student Card or any other concession cards at the discretion of AV Management.

Conditions for Use means the Contract Conditions for Use of AV Facilities signed by the Member at the same time that the Member signs this Agreement.

Cooling Off Period means the period commencing on the Commencement Date and ending at close of business forty-eight hours (48) after the Commencement Date.

Facilities means the Premises, all equipment, climbing walls and all and every other piece of equipment located on the Premises provided by AV.

Gear means the equipment necessary for the Member or Casual Visitor to participate in and perform the Activities, and which is available for hire by the Member or Casual Visitor at such prices determined by AV.

Junior Members means Members aged between the ages of five (5) years and eighteen (18) years, both inclusive.

Member means a person who enters into this Agreement with AV, and **Members** include all of them.

Membership means the rights granted to the Member under this Agreement.

Membership Fee means the fee due and payable by the Member for the Membership and specified in the Personal Particulars.

Membership Types means the membership types set out in the Personal Particulars, and include each of the following:

(a) Direct Debit Memberships; of which there are two options:

(i) Month to Month with no lock in contract;

(ii) Month to Month with twelve (12) months lock in contract; and

(b) Upfront Payment Memberships

and **Membership Type** means each of them.

Minors means Members or Casual Visitors under the age of eighteen (18) years.

Opening Hours means the hours during which the Members will have access to the Facilities.

Payment Agreement means the agreement between AV and the Member permitting the Payment Provider to provide the direct debit and credit card payment facilities to the Member on AV's behalf and as set out in clause 9.

Payment Date means the date on which each payment of the Membership Fee is due under this Agreement.

Payment Provider means Stripe Payments Australia Pty Ltd, Square AU Pty Ltd or any other payment provider selected by AV Management.

Personal Particulars means the hard copy or electronic form provided to the Member by AV requiring the Member to provide his or her relevant details (including but not limited to name, address and payment details) and setting out the fees relating to the Member's membership.

Personnel means the staff, instructors and/or coaches employed by AV to assist the Members and Casual Visitors with the participation in and performance of the Activities.

Premises means 72 Robinson Avenue, Belmont and 443 Yangebup Road, Cockburn Central in the State of Western Australia.

Pro Shop means the shop situated at the Premises from which Members, Casual Visitors and other persons may purchase Gear and other products to assist with performing and participating in the Activities.

Sign Up Fee means a \$0.00 fee.

Freeze means a suspension of the Member's Membership on the terms and conditions of this Agreement.

Freeze Fee means a \$0.00 fee.

Freeze Period means the period during which a Freeze may take effect under this Agreement, and which will vary according to the Membership Type.

Term means the term of this Agreement which will vary according to the Membership Type, unless this Agreement is terminated earlier in accordance with its terms and conditions.

Upfront Payment Membership means the Membership Type which is governed by the terms and conditions set out in clause 3.3.

Visit Pass means the pass allowing the Casual Visitor access to the Facilities.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have corresponding meanings;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this document includes any schedules and annexures;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to \$ is a reference to Australian dollars;
- (f) a reference to time is to the time in Perth, Western Australia;
- (g) a reference to party includes the party's executors, administrators, successors, assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) is for the benefit of and binds them jointly and severally;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;
- (m) the words "include", "includes" and "including" are not words of limitation; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 MEMBERSHIP

- (a) The Membership permits Members to:
 - (i) access the Facilities; and
 - (i) perform and participate in the Activities,
- (b) at any time during the Opening Hours and during the Term subject to the provisions of this Agreement.
- (c) The Membership is governed by the terms and conditions of this Agreement.
- (d) This Agreement incorporates the following:
 - (i) The Personal Particulars;
 - (ii) These terms and conditions; and
 - (iii) The Conditions for Use.
- (e) This Agreement may be amended by AV in its sole and absolute discretion at any time during the Term and AV will provide written notice of such amendments to the Members.
- (f) Each Member must notify AV in writing of any changes in the Member's details, which are relevant to the Membership.

3 MEMBERSHIP TYPES

The following conditions will apply to each Membership Type:

3.1 Direct Debit Membership – Month to Month with no Lock In Contract;

Under this Membership Type:

- (a) Members are entitled to access the Facilities and perform and participate in the Activities at any time during the Opening Hours for a period commencing from the Commencement Date until the Month to Month Direct Debit Membership is cancelled in accordance with the terms and conditions of this Agreement;
- (b) Members must pay the Sign Up Fee to AV on the Commencement Date;
- (c) the first payment of the Membership Fee is due and payable on the Commencement Date, and any subsequent payments are payable on a monthly basis in advance in accordance with clause 9 until this Agreement is terminated in accordance with the terms and conditions set out in this Agreement;
- (d) the Membership is renewed automatically each month unless a Member provides written notice of cancellation to AV at least fourteen (14) days prior to the next Payment Date;
- (e) Members may suspend their Membership on the following conditions:
 - (i) Members must provide to AV at least fourteen (14) days written notice of:
 - (A) their intention to Freeze their Membership;
 - (B) the Freeze Period which must not be more than eight (8) weeks in a calendar year; and
 - (C) the proposed date from which the Freeze will take effect; and
 - (ii) Freeze will only take effect upon the relevant Member receiving written approval from AV.
- (f) as and from the date immediately following the date of expiration of the Freeze Period, the Membership Fee will resume to be payable on a monthly basis in advance unless Members provide notice of cancellation at least fourteen (14) days prior to the date of expiration of the Freeze Period;
- (g) AV reserves the right to charge the Sign Up Fee to a Member on each and every occasion that a Member signs up under the Direct Debit Membership after having previously cancelled their Membership under this Membership Type; and

- (h) Members are entitled to receive a ten percent (10%) discount on any amount spent by them at the Pro Shop only. For the avoidance of doubt, this discount does not apply to any amount:
 - (i) payable by Members to AV for the hire of Gear; and
 - (ii) spent by Members at the café situated at the Premises.

Notwithstanding the above, members acknowledge and agree that they will be required to pay the Membership Fee payable under this Membership Type upfront on a monthly basis if the direct debit and credit card payment facilities are not yet operational as at the Commencement Date. AV will use its best endeavours to inform the Members as soon as the direct debit and credit card payment facilities are operational, at which time payment of the Membership Fee will be process in accordance with the provisions of clause 9.2 and clause 9.3.

3.2 Direct Debit Membership – Month to Month with Twelve (12) months Lock In Contract

Under this Membership Type:

- (i) Members are entitled to access the Facilities and perform and participate in the Activities at any time during the Opening Hours for a period commencing from the Commencement Date until the later of the end of the Twelve (12) Month Direct Debit Membership period or until the Twelve (12) Month Direct Debit Membership is cancelled in accordance with the terms and conditions of this Agreement;
- (j) Members must pay the Sign Up Fee to AV on the Commencement Date;
- (k) the first payment of the Membership Fee is due and payable on the Commencement Date, and any subsequent payments are payable on a monthly basis in advance in accordance with clause 9 until the later of twelve (12) months or until this Agreement is terminated in accordance with the terms and conditions set out in this Agreement;
- (l) the Membership is renewed automatically each month until the end of the twelve (12) month per unless a Member provides written notice of cancellation to AV at least fourteen (14) days prior to the next Payment Date;
- (m) Members may suspend their Membership on the following conditions:
 - (iii) Members must provide to AV at least fourteen (14) days written notice of:
 - (D) their intention to Freeze their Membership;
 - (E) the Freeze Period which must not be more than eight (8) weeks in a calendar year; and
 - (F) the proposed date from which the Freeze will take effect; and
 - (iv) Freeze will only take effect upon the relevant Member receiving written approval from AV.
- (n) as and from the date immediately following the date of expiration of the Freeze Period, the Membership Fee will resume to be payable on a monthly basis in advance unless Members provide notice of cancellation at least fourteen (14) days prior to the date of expiration of the Freeze Period;
- (o) AV reserves the right to charge the Sign Up Fee to a Member on each and every occasion that a Member signs up under the Direct Debit Membership after having previously cancelled their Membership under this Membership Type; and
- (p) Members are entitled to receive a ten percent (10%) discount on any amount spent by them at the Pro Shop only. For the avoidance of doubt, this discount does not apply to any amount:
 - (iii) payable by Members to AV for the hire of Gear; and
 - (iv) spent by Members at the café situated at the Premises.

Notwithstanding the above, members acknowledge and agree that they will be required to pay the Membership Fee payable under this Membership Type upfront on a monthly basis if the direct debit and credit card payment facilities are not yet operational as at the Commencement Date. AV will use its best endeavours to inform the Members as soon as the direct debit and credit card payment

facilities are operational, at which time payment of the Membership Fee will be process in accordance with the provisions of clause 9.2 and clause 9.3.

3.3 Upfront Payment Membership

Under this Membership Type:

- (a) Members are entitled to choose the period during which they will be allowed to access the Facilities and perform and participate in the Activities;
- (b) the Term will be, at a Member's choice, for a period of:
 - (i) one (1) month;
 - (ii) three (3) months;
 - (iii) six (6) months; or
 - (iv) twelve (12) monthsfrom the Payment Date;
- (c) Members must make payment of the Membership Fee in full upfront on the Payment Date, with the first payment being due and payable on the Commencement Date;
- (d) at the expiration of the relevant Term, Members may elect to renew their Membership by purchasing another Upfront Payment Membership or by purchasing any other Membership Types;
- (e) Members may freeze their Membership on the following conditions:
 - (i) Members must provide to AV at least fourteen (14) days written notice of:
 - (A) their intention to Freeze their Membership;
 - (B) the Freeze Period which must not be less than one (1) week and which must not be more than four (4) weeks; and
 - (C) the proposed date from which the Freeze will take effect;
 - (ii) Freeze will only take effect upon the relevant Member receiving written approval from AV; and
- (f) Members may only Freeze their Membership:
 - (i) Up to 3 weeks within 3 months from date of commencement for a three (3) months Upfront Payment Membership;
 - (ii) Up to 6 weeks within 6 months from date of commencement for a six (6) months Upfront Payment Membership; and
 - (iii) Up to 12 weeks within 12 months from date of commencement for a twelve (12) months Upfront Payment Membership;
- (g) Members are entitled to receive a ten percent (10%) discount on any amount spent by them at the Pro Shop only. For the avoidance of doubt, this discount does not apply to any amount:
 - (i) payable by Members to AV for the hire of Gear; and
 - (ii) spent by Members at the café situated at the Premises; and
- (h) at the expiration of the Term, Members will no longer be entitled to access the Facilities unless they renew the Term and pay to AV the fees applicable for such renewal as determined by AV at that time.

4 CASUAL VISITORS

- (a) Casual Visitors must sign the Conditions of Use prior to performing or participating in any Activities.
- (b) AV reserves the right to vary the Casual Fee at any time without notice to Casual Visitors.
- (c) Except for the Casual Visitors, Members must not bring any other person in the Premises without the express prior written consent of AV.
- (d) Members acknowledge and agree that any breach of clause 4(d) by a Member may result in AV terminating the Member's Membership and that Member will not be entitled to:
 - (i) any refund of any amount paid by him or under this Agreement; or
 - (ii) make any claim or demand against AV as a result of the termination of the Member's Membership.

5 GENERAL CONDITIONS OF ENTRY

- (a) The Member must comply with the following conditions at all times while accessing the Facilities and performing and participating in the Activities:
 - (i) Members must conduct themselves in the Premises and whilst accessing the Facilities in a proper and civil manner respecting the rights and expectations of Personnel, other Members, Casual Visitors and other visitors to the Premises.
 - (ii) Members must at all times comply with all reasonable requests and directions of AV and its Personnel when accessing the Facilities and performing and participating in the Activities.
 - (iii) AV reserves the right to refuse entry to the Premises by a Member or a Member will be requested to leave the Premises if the Member is:
 - (A) abusive or uses offensive language or if in the reasonable opinion of AV or its Personnel, the Member's behaviour is threatening; and/or
 - (B) considered, in the reasonable opinion of AV or its Personnel, to be under the influence of drugs, alcohol or any behaviour altering substance.
 - (iv) Members are not permitted to smoke at any time in or about the Premises.
 - (v) Pets or animals are not permitted at any time within the Premises.
 - (vi) Members must only use the Facilities in the manner for which they are intended.
 - (vii) Members must return all equipment provided by AV as part of the Facilities to its correct place after use and must ensure that such equipment is returned in a clean and hygienic condition.
 - (viii) Members must wear appropriate training attire while performing and participating in the Activities. In that regard, no sandals, thongs or clothing that is likely to cause offence to otherwise will be permitted;
 - (ix) Members must not engage in the use, sale or distribution of alcohol, and other drugs in or about the Premises;
 - (x) Members must ensure at all times that they are in possession of any medication that they require and acknowledge that AV and its Personnel are not able to provide any medical advice to Members and will not keep any medication whatsoever at the Premises.
- (b) Members acknowledge and agree that AV may:
 - (i) close off the whole or part of the Premises if AV deems such closure necessary for the safety of the Members, the Casual Visitors and its Personnel;
 - (ii) amend the rules, policies and guidelines in relation to the use of the Facilities and AV will provide reasonable notice of such changes to the Members either by posting them on its website or on the notice boards located at the Premises; and
 - (iii) change the Opening Hours in order to better suit the Member's demands and requirements.

- (c) The following conditions apply in relation to Junior Members when they attend the Premises and perform and participate in the Activities:
 - (i) all Junior Members must be accompanied and supervised by a parent or a legal guardian;
 - (ii) the parent or legal guardian of each Junior Member must agree to and sign the Conditions for Use on behalf of that Junior Member. Otherwise the Junior Member will not be allowed to perform and participate in the Activities; and
 - (iii) the parent or legal guardian of each Junior Member is responsible at all times for his or her Junior Member. To the extent permitted by law, AV will not be liable or responsible in any way whatsoever for any injury, loss or death in relation to any Junior Member who was not supervised by his or her parent or legal guardian.
- (d) In the event of emergencies, AV may but is under no obligation to seek such medical assistance including calling an ambulance as AV and its Personnel may deem necessary, with the costs to be charged accordingly by AV to the relevant Member.

6 GEAR HIRE

- (a) Members and Casual Visitors must use appropriate Gear in performing and participating in the Activities and acknowledge and agree that they will not be permitted to use the Facilities without having first been equipped with the appropriate Gear.
- (b) The appropriate Gear will be available for hire by the Members and Casual Visitors at the Premises at prices as determined by AV from time to time.
- (c) Members and Casual Visitors must obtain the prior approval of AV and its Personnel in the event that Members do not wish to hire the Gear from AV and instead wish to use their own Gear to perform and participate in the Activities.

7 COOLING OFF PERIOD

- (a) **All new Memberships are subject to the Cooling Off Period.**
- (b) Members may terminate this Agreement without any cause or reason during the Cooling Off Period.
- (c) During the Cooling Off Period, Members must provide written notice to AV of the termination of their Membership.
- (d) AV will refund to the Members the Membership Fee for any Membership which is terminated during the Cooling Off Period.
- (e) Any refund will be made by AV to the Members within fourteen (14) days of AV receiving written notice of termination from the Member.
- (f) The refund will take into account the cost of any services you have used during the cooling-off period.

8 PAYMENTS

- (a) Members agree to pay to AV all fees, including without limitation the Membership Fee, the Sign Up Fee, the Freeze Fee and any other fees as set out in this Agreement.
- (b) Members acknowledge and agree that AV reserves the right to vary the fees payable by them under this Agreement at any time during the Term upon AV providing at least fourteen (14) days prior notice of such variation ("Variation Notice Period"). The new fees will be payable by the Member as and from the date immediately following the expiration of the Variation Notice Period.

- (c) Members acknowledge and agree that the Concession Fee is only payable by Members or Casual Visitors on the sighting by AV Personnel of a relevant student card or concession card.
- (d) Members agree to be bound by the terms and conditions specified in the Payment Agreement.
- (e) In the event of any arrears in payment, Members authorise the Payment Provider to debit the outstanding balance in order to bring the Member's account up to date.
- (f) AV will provide at least three (3) days' prior written notice to Members of any arrears in payment before the outstanding balance is debited by the Payment Provider.
- (g) AV reserves its rights to suspend or terminate a Member's Membership if the Member is in arrears in payment for three (3) consecutive months.
- (h) Members acknowledge that there may be a dishonour fee payable to AV or the Payment Provider in the event that a direct debit payment is dishonoured by a Member's financial institution.
- (i) Members acknowledge that AV may change its Payment Provider and that AV and/or the current Payment Provider may, in their sole discretion, assign or novate all existing Payment Agreements to a new payment provider. In the event that AV or the current Payment Provider assigns or novates the existing Payment Agreements to a new payment provider, Members consent to AV or the current Payment Provider providing their personal information (including but not limited to their payment details) to its new payment provider in accordance with this Agreement.

9 PAYMENT AGREEMENT

9.1 Authority

Members authorise the Payment Provider to make debits on behalf of AV either:

- (a) on a monthly basis under the Direct Debit Memberships; or
- (b) upfront on the Commencement Date for the Upfront Payment Memberships, by debiting either:
 - (c) the Members' account at the Member's financial institution as indicated in the Personal Particulars through the Bulk Electronic Clearing System (BECS) in accordance with the direct debit request indicated in the Personal Particulars and on the terms and conditions of this clause; or
 - (d) payments from the Members' credit card in which case the Members acknowledge that the Payment Provider will appear as the merchant on the said credit card statement.

9.2 Direct Debit

Members acknowledge and agree that:

- (a) the Payment Provider is acting as a direct debit agent for AV and that the Payment Provider does not provide any goods or services (other than the direct debit collection services provided to the Members on behalf AV pursuant to this clause) and has no express or implied liability in relation to the goods and services provided by AV or the terms and conditions of any agreement that the Members has with AV;
- (b) the debit amount will be debited from the Members' nominated account in accordance with the terms and conditions of this Agreement;
- (c) it is the Members' responsibility to ensure that there are sufficient cleared funds in the Members' nominated account by the due date to enable the direct debit to be honoured on the debit date;
- (d) direct debits normally occur overnight, however transactions may take up to three (3) business days depending on the Members' financial institution;
- (e) sufficient funds must remain in the Members' nominated account until the direct debit amount has been debited from the account and in the event that there are insufficient funds available, Members agree that the Payment Provider and/or AV will not be held responsible for any fees that may be charged by the Members' financial institution;
- (f) there may be a delay in processing the debit if there is a public holiday or bank holiday on the day of the debit, or any day after the debit date;
- (g) the Payment Provider may vary the amount of the payments from time to time as may be agreed by the Members and AV pursuant to this Agreement and Members authorise the Payment Provider to vary the amount of the payments upon receiving instructions from AV of such variations. Members acknowledge and agree that the Payment Provider is not required to notify the Members of any such variations to the debit amount;
- (h) the Payment Provider will provide at least fourteen (14) days' notice if it proposes to vary any of the terms and conditions of this clause;
- (i) any disputed debit payments will be directed to AV and/or the Payment Provider and if no resolution is forthcoming, the Members will contact their financial institution;
- (j) in addition to the dishonour fee, Members will be responsible for any failed payment fee imposed by the Payment Provider and any fees and charges applied by the Members' financial institution for each unsuccessful debit attempt together with any failed payment fee and collection fees, including but not limited to any solicitor fees and/or collection agent fees as may be incurred by the Payment Provider;
- (k) AV will attempt to re-process any unsuccessful payments upon discretion; and

- (l) certain fees and charges (including setup, variation, SMS or processing fees) may apply to the direct debit request and may be payable to the Payment Provider. Members agree to pay those fees and charges to the Payment Provider.

9.3 Credit Card

Members acknowledge and agree that:

- (a) the Payment Provider will appear as the merchant for all payments from the Members' credit card;
- (b) the Payment Provider will not be held liable for any disputed transactions resulting in the non-supply of goods and/or services and all disputes will be directed to AV;
- (c) in the event that a claim is made, the Payment Provider will not be liable for the refund of any funds and Members agree to reimburse and indemnify the Payment Provider for any successful claims made by the holder of the said credit card through the card holder's financial institution against the Payment Provider;
- (d) other than as provided in this Agreement, the Payment Provider will keep the Members' information about the Members' nominated account at the financial institution private and confidential unless this information is required to investigate a claim relating to an alleged or wrongful debit, to be referred to a debt collection agency for the purpose of debt collection or as otherwise required or permitted by law;
- (e) the Payment Provider may require further personal information of the Members and Members authorise, direct and instruct any third party which holds or stores the Member's personal information to release and provide such information to the Payment Provider on a Member's request.

10 ASSIGNMENT

- (a) The Membership is personal to the Member and must not be transferred or assigned by the Member unless expressly approved in writing by AV acting in its absolute discretion.
- (b) The Member will not be entitled to make any objection or claims against AV if AV refuses to allow an assignment or transfer of this Agreement as requested by a Member.

11 SAFETY INDUCTION

- (a) Members and Casual Visitors acknowledge and agree that they must participate in a scheduled safety induction program prior to accessing the Facilities and performing or participating in the Activities.
- (b) AV reserves the right in its absolute discretion to suspend or terminate any Membership for any Member who fails to complete the safety induction program to AV's absolute satisfaction.

12 VIDEO AND AUDIO SURVEILLANCE

- (a) Members and Casual Visitors acknowledge and agree that for security purposes, the Premises have been equipped with video and audio surveillance equipment to monitor the Premises on a 24 hour basis.
- (b) Members and Casual Visitors agree that the use of video and audio surveillance by AV is in their best interest as well as in the best interest of AV, AV's Personnel and any other visitors.
- (c) Members and Casual Visitors agree not to make any claim or demands against AV as a result of the use of video and audio surveillance in or around the Premises.

13 LIABILITY FOR PROPERTY

To the extent permitted by law, AV will not be responsible to the Members or Casual Visitors for any personal property that is damaged, lost or stolen while in or around the Premises, including without limitation any damage or loss in relation to any motor vehicle in the parking area at the Premises.

14 DAMAGE TO PREMISES

Members and Casual Visitors acknowledge and agree that they:

- (a) will be responsible for any damage caused by them to the Premises, the Facilities and the Gear; and
- (b) will indemnify and keep indemnified AV against any and all losses, damages, costs and expenses incurred by AV as a result of such damage caused by them to the Premises, the Facilities and the Gear.

15 DAMAGE AND PERSONAL INJURY

- (a) Members must sign the Conditions for Use before using the Facilities.
- (b) Members acknowledge and agree that they are using the Facilities at their own risk and that the use of the Facilities may involve risk of damage and injury, whether to the Members or to any other person.
- (c) To the extent permitted by law, AV shall not be held liable to the Members in tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Members and/or any other person, or for any costs, charges or expenses incurred by the Members, arising from or in connection with this Agreement and/or the Facilities and the Gear unless such injury, damage or loss is caused as a result of the gross negligence of AV.
- (d) Members agree to indemnify and keep indemnified AV against all and any claims that may be made by the Members or any other person accompanying the Member at the Premises.

16 MEMBER'S RIGHT TO TERMINATE MEMBERSHIP

Members may terminate their Membership at any time subject to the following conditions:

- (a) Members must provide written request of termination of their Membership ("Termination Notice") to AV for a period of at least fourteen (14) days ("Termination Notice Period");
- (b) AV must respond to the Termination Notice within a maximum of seven (7) days after receipt of the Termination Notice;
- (c) the earliest date of termination of a Member's Membership will be the date immediately following the expiration of the Termination Notice Period;
- (d) upon termination of a Member's Membership at the expiration of the Termination Notice Period, the Member will no longer incur any financial obligation under this Agreement;
- (e) Members may continue to access the Facilities and perform and participate in the Activities until the expiration of the Termination Notice Period; and
- (f) Members will otherwise not be entitled to receive any refund from AV in relation to any unutilised Visit Passes.

17 AV'S RIGHT TO TERMINATE MEMBERSHIP

- (a) AV may terminate a Member's Membership at any time subject to the following conditions:
 - (i) the Member fails to make any payments of the Membership Fee;

- (ii) AV reasonably suspects that the Member is engaging in illegal activity at the Premises;
 - (iii) the Member fails, neglects or refuses to follow any of the rules, policies and guidelines imposed by AV in relation to the Facilities, or breaches any part of this Agreement; or
 - (iv) in AV's reasonable opinion, the Member's conduct is improper or harmful to the best interest of the other Members or Casual Visitors.
- (b) AV must send a written notice of the termination of a Member's Membership under this clause to the relevant Member.
- (c) Termination of a Member's Membership under this clause will be effective as and from the date that AV sends the written notice of termination to the Member.
- (d) The Member whose Membership has been terminated by AV under this clause will remain liable for all its financial obligations under this Agreement until and including the date of termination.

18 CONSEQUENCE OF EXPIRATION OR TERMINATION

- (a) Upon expiration of the Term or sooner determination of this Agreement, Members will cease to have access to the Premises and any money due and payable by the Member to AV as at the date of termination will become immediately due and payable by the Member.
- (b) Termination of this Agreement will be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to the date of expiration or termination of the agreement.
- (c) Members may be liable to AV for any unpaid fees, or fees incurred by AV if Members terminate this Agreement or if applicable, stop the automatic debit arrangement in a manner not described in this Agreement.

19 GENERAL

19.1 Severance

In the event that any part of this Agreement being or becoming void or unenforceable, then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

19.2 Amendments

This Agreement may only be amended in writing signed by the parties.

19.3 Entire agreement

- (a) This Agreement contains the whole agreement between the parties in respect of the subject matter of the Agreement, and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.
- (b) The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

19.4 Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Western Australia and the Parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

19.5 Privacy

Members' personal information (as that term is defined in the *Privacy Act 1988* (Cth)) will only be used by AV and the Payment Provider to provide the Member with the services contemplated by this Agreement.

19.6 Member Acknowledgement

Members acknowledge and agree that the following statement will apply unless the Member's Membership Type is an Upfront Payment Membership:

This is an ongoing membership agreement. The agreement will continue until it is terminated by either you or the supplier in the way described in the agreement.

If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until the arrangement is cancelled by you or AV notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to the AV for damages for breach of contract.