

<b>MEMBERSHIP AGREEMENT</b>	
<b>Method Health, Method Health, we, us, our</b>	Method Health Pty Ltd (ABN 34 654 844 014) Contact email: hello@methodhealth.com.au
<b>Membership Plan</b>	Platinum/Gold/Silver Memberships (month to month) OR Upfront options: session packs/personal/small group training/programming
<b>Activities</b>	Gym access, health and fitness classes, personal and small group training, online programming, allied health services and health and lifestyle advice
<b>Commencement Date</b>	This Agreement will commence upon the Member signing this Agreement and if required by the Membership Plan, the DDR Service Agreement in Appendix C
<b>Term</b>	This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 15.
<b>Gym</b>	30 Lapsley Road, Claremont, 6010
<b>Fees</b>	Membership Fees: Platinum: \$150/month, Gold: \$120/month, Silver: \$55/month Session packs/Personal/small group training/programming: speak to Method Health personnel for up-to-date fees
<b>Fee Payment Method</b>	Direct Debit through Stripe payment services OR Credit Card/cash for upfront payment
<b>Direct Debit Authority</b>	<p><i>By signing the Membership Form, you authorise Method Health's financial institution, Stripe to debit the Fortnightly Debit amount from your credit card or account at the Financial Institution identified above, as applicable, through the Bulk Electronic Clearing System in accordance with this Direct Debit Request, the Terms and Conditions below and your DDR Service Agreement with Stripe included in Appendix C.</i></p> <p><i>You acknowledge and agree that if your Membership Plan is not paid upfront, then this Agreement will not terminate and we will continue to debit your nominated account or credit card in line with your Direct Debit Request and DDR Service Agreement with Stripe, unless you cancel this Agreement by providing us with 14 days written notice in accordance with clause 15 of the Terms and Conditions.</i></p> <p><i>You acknowledge that you have been given the option of choosing a Membership Plan based on either periodic billing (ongoing direct debit) or pre-payment (lump-sum payment).</i></p>

By signing below, the Member, or if the Member is a minor, their Parent or Guardian on their behalf, agrees to the terms and conditions of this Membership Form and the attached Terms and Conditions including any Screening Tool, Waiver and/or DDR Service Agreement set out in the Appendixes (together, this **Agreement**).

*Participating in the Activities is potentially dangerous and may expose you to risks, including accidents, serious injury, illness or even death. Method Health uses its best endeavours to protect you but there remains a possibility of an accident causing injury, illness, disability, death or property damage. You participate in the Activities at your own risk and acknowledge that you have read 12, which describe your rights under Australian Consumer Laws, and how Method Health limits its liability to you.*

## TERMS AND CONDITIONS

These Terms and Conditions, together with any Membership Form, Screening Tool, Waiver and/or DDR Service Agreement set out in the Appendixes, 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 Method Health Pty Ltd ABN 34 654 844 014 (Method Health, 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 the Activities or using the Gym 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 7.3 below.

### 1 MEMBERSHIP FORM, THIS AGREEMENT

- (a) These Terms and Conditions will apply to all the Member's dealings with Method Health, including being incorporated in all agreements or quotations under which Method Health 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 Method Health after receiving or becoming aware of this Agreement or these Terms and Conditions.

### 2 TERM

This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 15.

### 3 AUTOMATIC ROLLOVER

If you are on one of the Platinum/Gold/Silver Membership Plans, this Agreement will not terminate and we will continue to debit your nominated account or credit card in line with your DDR Service Agreement in Appendix C, unless you cancel this Agreement in accordance with clause 15.

### 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 15 years of age to become a Member;
  - (ii) if they are not yet 15 years of age, they must only attend the Gym with supervision from a parent or guardian, unless their attendance is to participate in a Class or personal/small group training session run by Method Health.

#### 4.2 PRE-ACTIVITY OBLIGATIONS

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

- (a) will read and 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 Method Health;
- (b) have read and signed the Waiver located in Appendix B;
- (c) have read and signed the DDR Service Agreement in Appendix C; and
- (d) accept any Third-Party Terms, in accordance with clause 11.

#### 4.3 GENERAL

- (a) The Member must provide Method Health with all documentation, information and assistance reasonably required for Method Health to provide the Activities;
- (b) The Member must participate in any briefings and/or introductions as notified by Method Health prior to engaging in any Activities; and
- (c) If you are the Member's parent or guardian and the Member is under the age of 15, you must ensure that the Member complies with these terms and agree to the terms of this Agreement in respect of the Member.

#### 4.4 INSTRUCTIONS AND SAFETY

The Member warrants that they:

- (a) will undertake an instructional consultation with Method Health's Personnel prior to using the Gym or engaging in the Activities;
- (b) comply with any safety guidelines, instructions and/or rules that Method Health's Personnel provide to them;
- (c) stop participating in any Activities, and alert Method Health 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
- (d) be responsible for their own safety and that of any person under the age of 15 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 Method Health immediately if they develop a Condition;
- (c) are aware and agree that if they have a Condition, Method Health 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 GYM USE

The Member must:

- (a) sign in using the electronic form provided by Method Health each time when entering the Gym;

- (b) bring a clean towel when entering the gym prior to any group class or gym use, and 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 Method Health from time to time (jeans, work clothes, boots, or clothing with offensive or inappropriate images are not permitted);
- (e) not enter the Gym under the influence of drugs or alcohol;
- (f) not smoke, consume alcohol, drugs, foods, and/or chew gum at the Gym;
- (g) not use the equipment and/or facilities without seeking instructions from Method Health Personnel if the Member is not familiar with the equipment and/or facilities;
- (h) evaluate whether your current skills and physical condition allow you to use the equipment in a safe manner; and
- (i) not intentionally drop weights, and return them to their correct place after use.

## 4.7 POSSESSIONS

- (a) The Member is responsible for their possessions while at the Gym. Method Health 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, Method Health will not be liable if the Member's possessions are lost and/or stolen. The Member uses the pigeonholes at their own risk.

## 4.8 GUESTS

You may only bring guests to the Gym if:

- (a) you obtain the permission of Method Health's Personnel to do so; and
- (b) the guest visits the Gym during Staffed Hours, unless expressly permitted otherwise by Method Health in writing.

## 5 FREE TRIALS

Method Health may, at their complete discretion, give free trials to non-members or to Members for services not included in their Membership Plan. Method Health will ask for payment details prior to commencing the free trial and will charge the relevant amount upon completion of the free trial unless instructed otherwise.

## 6 CLASSES AND GYM AVAILABILITY

### 6.1 CLASSES

If the Member's Activities include Group Classes or Personal/Small Group Training Sessions (**Classes**), the Member acknowledges and agrees that:

- (a) unless directed otherwise, they are required to book their Classes in advance;
- (b) the Member can reschedule a booked Class, if the Member notifies Method Health at least two (2) hours prior to the start of the Class if it is a Group Class, or at least twelve (12) hours prior to the start of a Personal/Small Group Training Session;
- (c) any missed Classes will be forfeited by the Member and Method Health will not be required to reschedule such Classes; and
- (d) if the Member fails to attend Classes more than 3 times (after booking in) in one month, a \$25 "no-show" fee will be required to be paid by the Member.

### 6.2 AVAILABILITY

- (a) While Method Health 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 Method Health will not be liable to the Member in such circumstances, other than to reschedule a specific Class.

- (b) Method Health reserves the right to change the Classes and times offered at its absolute discretion without notice to the Member.
- (c) The Member acknowledges that during public holidays and over the Christmas and New Year breaks, Method Health classes may be 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.

## 7 PAYMENT

### 7.1 FEES

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

### 7.2 DIRECT DEBIT

If the Member's Membership Plan is a Platinum/Gold/Silver Membership Plan, to be paid by direct debit, the Member:

- (a) agrees to enter into DDR Service Agreement with Stripe located in Appendix C to this Agreement;
- (b) authorises Method Health to charge the Member's credit card/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 Stripe to debit the Fees payable;
- (e) must give Method Health 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) Method Health will charge the Member a \$7 dishonour fee in addition to any fees charged under the DDR Service Agreement by Stripe; and
  - (ii) Method Health will suspend your Gym access until the amounts payable are received by Method Health.

### 7.3 UPFRONT PAYMENT

If the Member's Membership Plan is 'Upfront', the Member must pay for all goods and services upfront at the time of booking using the payment method specified in the Membership Form (**Upfront Membership Plan**). Expiration dates apply to session packs: For any 10 session pack purchased, the Member has 3 months to use before expiry. For any 20 session pack, the Member has 6 months to use before expiry.

### 7.4 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.

### 7.5 INVOICES

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

## 7.6 GST

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

## 7.7 SQUARE & STRIPE PAYMENT

Method Health may use Square and Stripe methods to collect Fee payments. The processing of payments by Square/Stripe will be, in addition to this Agreement, subject to your DDR Service Agreement in Appendix C and privacy policy of Square/Stripe. We are not liable for the security or performance of Square/Stripe. We reserve the right to correct, or to instruct Square/Stripe to correct, any errors or mistakes in collecting your payment.

## 8 DEBT RECOVERY

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

- (a) Method Health may seek to recover the amount due by referring the matter to debt collectors; and
- (b) you must reimburse Method Health 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.

## 9 SUSPENSION OF MEMBERSHIP

- (a) You may suspend your Membership Plan for a minimum of 7 days and a maximum of 6 weeks at a time.
- (b) To suspend your Membership Plan you must:
  - (i) notify Method Health in writing with 7 days prior to the date of suspension; and
  - (ii) not have any outstanding Fees to pay to Method Health.
- (c) Upon notifying Method Health of any membership suspension request, Method Health will complete the suspension, however, your payment will be suspended at the end of a billing cycle (e.g., end of the month)
- (d) If you wish to suspend your Membership plan for longer than the maximum 6-week term, Method Health, at their discretion, may consider this. If this is the case, Method Health will take one further payment before suspension occurs. Members will still have access to classes/gym use until the suspension date.
- (e) The request for suspension will not be finalised until you have received email confirmation stating that your suspension has been approved. It is your responsibility to monitor the suspension of your membership and advise us immediately if payment is being deducted after your requested suspension date. Refunds for any payments made to us after 30 days from the suspension request date may be credited to your account instead, at our discretion.

## 9.2 SUSPENSION FOR INJURY

- (a) If you are unable to use the Gym by reason of temporary physical incapacity, for a period of more than ten (10) consecutive calendar days, you may suspend your Membership Plan immediately for up to 3 months within any 12-month period by written notice to us via email, so long as that notice is accompanied by a verifiable medical certificate describing that you are unable to use our facilities.
- (b) No suspension fee is payable for suspensions granted under this clause.

## 10 HEALTH SERVICES

- (a) Method Health may offer certain health services for Members and non-members within the Gym, from time to time.
- (b) Your receipt of any health services by Method Health Personnel at the Gym may be subject to additional terms notified to you at your time of purchase and/or receipt of such services.

## 11 THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires Method Health 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 Method Health to acquire the goods or services on the Member's behalf, the Member will be taken to have agreed to such Third Party Terms.

## 12 LIABILITY AND INDEMNITIES

### 12.1 NO RELIANCE

- (a) You acknowledge that in deciding to pay for the Activities and in entering into this Agreement you have not relied on the skill or judgment of Method Health and that you have satisfied yourself as to the condition and suitability of the Gym and/or Activities and its fitness for your purpose.
- (b) You acknowledge and agree that the Services are reliant on the information and/or documentation you provide to us about your health. You agree to provide us with updated, accurate and complete information about your health. By using the Services, you represent and warrant that you have fully informed us of your medical history and any existing conditions, including injuries, physical restrictions, disabilities or predispositions to sickness or injury (Conditions) that may affect your participation in the Services or that if you are aware of such Conditions, you participate in any Services provided by Method Health entirely at your own risk.

### 12.2 NO GUARANTEE

While we will use our best endeavours to ensure the Services are beneficial to you, we make no warranties that the Services will bring about any particular results or outcomes for you, and you acknowledge and agree that participation in the Services does not guarantee any particular results or outcomes.

### 12.3 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) Method Health'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 it concerns other liability, to the total money paid to Method Health 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).

### 12.4 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 participation and death.
- (b) The Member acknowledges that there will be times where the Member will be unsupervised by any Method Health 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 or gross negligence on Method Health's behalf.
- (c) The Member acknowledges that while Method Health 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 Method Health will not be liable for any loss or damage arising out of such circumstances unless there is reckless disregard or gross negligence on Method Health'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 of or contributed to by their participation in the Activities.
- (e) The Member may find that by proceeding with the Services, The Member experiences some level of discomfort or pain. It is normal to feel temporary soreness following new exercises within 3-5 days after exercising with Method Health. If soreness persists longer or becomes sharp, burning or shooting pain, please inform Method Health, seek medical advice or contact 000 in case of an emergency.

## 12.5 INDEMNITY

The Member indemnifies Method Health 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.

## 13 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) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Member may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

## 14 PRIVACY

- (a) You agree to be bound by our Privacy Policy, which is available via Method Health's website and also via the member app.
- (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 within 7 days of signing this Agreement, if you do not wish footage or images of you to be taken or kept by us.
- (d) You acknowledge and agree that we carry out continuous, ongoing camera surveillance on and around the Gym, for your safety and security.

## 15 CANCELLATION

### 15.1 BY METHOD HEALTH

Method Health 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.

## 15.2 NOTICE – ALL MEMBERS

Subject to clause 3, if you wish to cancel this Agreement, you must provide at least 14 days written notice to Method Health (**Notice**).

## 15.3 PLATINUM/GOLD/SILVER MEMBERSHIP PLANS (MONTH TO MONTH)

If you are on a month-by-month Platinum/Gold/Silver Membership Plans we will refund any pro-rata direct debit that covers a period of time past the Notice period. We do not offer refunds for any period of time prior to the Notice period.

## 15.4 UPFRONT MEMBERS

If you are on an Upfront Membership Plan we will refund you the pro rata value of any unused period of your Membership Plan, but we will deduct 20% of such value as a cancellation fee.

## 15.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

## 16 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## 17 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement. The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this Agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party, whichever is earlier.

## 18 GENERAL

### 18.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Western Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia, 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.

## 18.2 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

## 18.3 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.

## 18.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

## 18.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

## 18.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

## 18.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

## 18.8 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

## 18.9 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.

## 18.10 INTERPRETATION

- (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" or "you" 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) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(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; and
- (k) **(currency)** a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.

## 19 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
<b>Activities</b>	means the Activities listed in the Membership Form to be provided to the Member by Method Health.
<b>Direct Debit Request, DDR</b>	means the Direct Debit Request located in the Membership Form authorising Stripe to debit your nominated account or credit card for Fees payable to Method Health in accordance with the DDR Service Agreement.
<b>DDR Service Agreement</b>	means the DDR Service Agreement between you and <a href="#">BECS Direct Debit via Stripe</a> relating to the Fees payable under the Membership Form located in Appendix C.
<b>Commencement Date</b>	has the meaning set out in the Membership Form.
<b>Fees</b>	has the meaning set out in the Membership Form.
<b>Gym</b>	means the venue specified in the Membership Form.
<b>Laws</b>	mean any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Activities are performed or received and includes any industry codes of conduct.
<b>Member, you, your</b>	has the meaning set out in the Membership Form and includes the parent or guardian of the Member if the Member is under 18 years of age.
<b>Membership Form</b>	has the meaning set out in clause 1(a) of these Terms and Conditions.
<b>Membership Plan</b>	has the meaning set out in the Membership Form and relates to the contract length and payment terms a Member has selected.
<b>Personnel</b>	means, in respect of a party, that party’s officers, employees, contractors (including subcontractors) and agents.
<b>Staffed Hours</b>	means between 5:30am and 7pm Monday to Thursday, between 5:30am and 6pm on Friday, between 7am and 1pm on Saturday, and between 8am and 1pm on Sunday.
<b>Third Party Terms</b>	has the meaning set out in clause 8.

## 20 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.

## APPENDIX A – SCREENING TOOL

The Screening Tool below is intended for general use only and in no way guarantees against harm to health injury or death. Method Health accepts no liability for any loss, damage or injury that may arise from any person acting on any information contained in this tool.

1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	Yes	No
5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No
8. Are you pregnant or have you given birth within the last 12 months?	Yes	No
9. Do you know of any other reason why you should not participate in physical activity? If so please list below	Yes	No

**IF YOU ANSWERED 'YES' to any of the above questions, please seek guidance from your GP or appropriate allied health professional and return with a copy of the doctor's clearance letter prior to starting exercising.**

## APPENDIX B – AGREEMENT AND WAIVER

### METHOD HEALTH WAIVER

1. You request to participate in the Activities set out in your Method Health Membership Agreement which includes this Waiver (**Agreement**) that are provided by Method Health ABN 34 654 844 014 or third parties hired by Method Health.
2. You understand and acknowledge that the Activities, including but not limited to access to gym and equipment as well as training, programs, and events held by Method Health may expose you to risk, including accidents, injury, illness or even death. You assume all risk of injuries associated with participation in the Activities, including but not limited to, falls, contact with other participants, equipment failure, risks inherent in martial arts activities, such as impact injuries, physical risks inherent in exercise, the effects of the weather, including high heat and/or humidity and the loss of your personal property and exclude Method Health from liability.
3. Because physical exercise can be strenuous and subject you to risk of serious injury, Method Health urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any Activities. You agree that when you use the Gym, engage in the Activities, on the premises or off the premises, including at an event, you do so entirely at your own risk.
4. You warrant and represent that you have no injuries, physical restrictions, disabilities or predispositions to sickness or injury (**Conditions**) that may affect your participation in the Activities or that if you are aware of such Conditions, you participate in any activities provided by Method Health entirely at your own risk.
5. You exclude Method Health and its officers, employees and contractors, the organisers, sponsors, other participants and any other persons involved in your participation in the Activities with Method Health (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage to personal property in connection with your participation in the Activities with Method Health, whether or not caused by the negligence of a Releasee.
6. You agree to indemnify each Releasee in relation to any demand, claim or proceeding that may be brought in connection with your participation in the Activities with Method Health where circumstances giving rise to such a demand, claim, or proceeding were caused or contributed to by you or your breach of Method Health Membership Form and Agreement.
7. You agree that should any part of this Agreement and waiver be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this Agreement and waiver will remain in full force.

## APPENDIX C – DDR SERVICE AGREEMENT

### BECS DIRECT DEBIT SERVICE AGREEMENT (AUSTRALIA)

Last Updated: April 2, 2019

BECS Direct Debit ("BECS Direct Debit") is a payment method that allows you to collect funds from bank accounts at authorised institutions located within Australia. By using [BECS Direct Debit via Stripe](#) you agree to comply with the following terms in your use of BECS Direct Debit ("BECS Direct Debit Terms"), which supplement the provisions of the [Stripe Services Agreement](#).

BECS Direct Debit is facilitated by means of a Direct Debit Request ("DDR") and accompanying service agreement ("Service Agreement") through which the Customer authorises you to debit their account. You may only submit a debit for collection if you have obtained a valid DDR from the Customer, and you must ensure that the terms and conditions of the Service Agreement are made available to the Customer at the time that the DDR is obtained. You must use the form of DDR and Service Agreement provided [here](#) or such other form as may be approved by Stripe. You must use a reasonable method to verify that the person providing the DDR to you is actually your Customer and/or the owner of the account that will be debited.

You must provide to each Customer either a printed or a non-changeable electronic copy of the DDR and accompanying service agreement, and you are required to store each DDR (in printed and electronic format) in a safe and secure place for up to seven (7) years, or until the DDR is received by Stripe for storage. When a Customer request originates by phone, you must provide the Customer with written confirmation of the DDR and accompanying Service Agreement within 7 days of receipt of the request by phone.

You may only collect debits in compliance with the BECS Procedures which can be downloaded from the Australian Payments Network Limited (AusPayNet) [website](#).

Prior to submitting a debit for collection, it is recommended that you send a pre-notification e-mail to the Customer that sets out the date(s) on which the Customer's account will be debited, the last 4 digits of the Customer's account, the debit amount, a mandate ID (reference number or mandate URL) and creditor identifier.

# METHOD HEALTH

You are responsible for providing the correct direct debit data. Should a debit be disputed by the account holder, reversed, or fail due to any other reason --- including due to insufficient funds or incorrect account information --- you are fully liable to pay the amount that is disputed or reversed, as well as any applicable Stripe or third party fees. You acknowledge that Stripe must receive notification of any cancellations or variations to a debit at least seven (7) business days prior to the designated debit date.

You acknowledge that BECS Direct Debit is not a guaranteed payment method, and there is a risk of failed payments and Disputes.

We may at any time request and you will provide evidence of your compliance with the preceding provisions and you will provide all such information without undue delay.