

## Lasseters Health Club

### Membership Terms and Conditions

#### Effective from January 2026

This document outlines the terms and conditions governing membership at Lasseters Health Club. By signing this document, members acknowledge their understanding of and commitment to comply with all stipulations contained herein. It is the responsibility of each member to remain informed of any changes to these Terms and Conditions.

#### INTRODUCTION

Lasseters Health Club offers members unrestricted, 24-hour access to its facilities. Members are required to use their personal access cards for entry. Access through the main entrance is available from 6:00 am to 10:00 pm, after which members must enter via the main hotel reception. Staffed hours are from Monday to Friday between 6:00 am and 6:00 pm, on Saturday from 7:30 am to 1:30 pm, and on Sunday from 8:30 am to 1:30 pm. There is no staff presence on public holidays. Members exercise at their own risk at all times.

Some of the key terms of this Agreement are summarised below. You should refer to the noted clause for full details.

**Cooling Off:** You can cancel this Agreement within 7 days from the start date by giving us written notice (see Details and clause 4).

**Your Safety:** You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the facilities and services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5).

**Putting Your Membership On Pause:** Members may pause their membership for a minimum of one week and up to a maximum of eight weeks per annum. requests must be made in writing with 48 hours' notice. A suspension fee of \$5.00 per week or part-thereof will be charged for each week of suspension.

**Cancelling in the Minimum Term for Medical Reasons:** You can cancel your Membership in the Minimum Term if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor we reasonably agree to and you pay the Administration Fee which is the same as your Membership Fees for 30 days (see clause 10).

**Cancelling in the Minimum Term for Other Reasons:** You can cancel for your convenience if you pay the Cancellation Fee of \$200

**Cancelling an Ongoing Agreement After the Minimum Term:** Memberships require a minimum of 30 days written notice to cancel. The notice period commences from the date the cancellation request is received (see clause 8)

**Not Enough Money in Account When Fees Are Due:** If payment fails, a late fee of \$10.00 will apply, and access to the club will be suspended until the outstanding balance is cleared.

## **1. MEMBERSHIP OPTIONS**

Memberships at the Club are available under the following structures:

### **1.1 Direct Debit Membership**

This membership requires a commitment to a minimum term of 3, 6, or 12 months, with fees deducted on a weekly basis through a nominated bank account or credit/debit card. After the initial minimum term, the membership will continue on an ongoing basis until the member submits a written cancellation request with 30 days' notice. An initial joining fee of \$59.00 applies, which is non-refundable.

### **1.2 Paid In Full Membership**

Paid In Full memberships offer access for a fixed term of 3, 6, or 12 months upon full upfront payment. These memberships automatically expire at the end of the agreed term unless renewed. An initial joining fee of \$59.00 applies, which is non-refundable.

### **Short-Term Memberships (1-Week and 4-Week)**

The Health Club offers additional short-term access options including 1-Week and 4-Week memberships. These options require full upfront payment and provide members with standard access to Club facilities for the valid period. An initial joining fee of \$59.00 applies, which is non-refundable.

Users of these options are considered members for the duration of their access and must comply with all Membership Terms and Conditions.

Please note: Short-Term Membership holders are **not eligible for child minding services, member discounts, promotions, or bonuses.**

### **1.3 Staff Membership**

Available to Lasseters or Iris Group employees who regularly work 20 or more hours per week. This membership offers no minimum commitment term and requires ongoing employment eligibility. No start-up fee applies.

## **2. AGE REQUIREMENTS**

Membership is open to individuals aged 16 years and above. Individuals aged 16 must exercise under supervision.

Those aged 16 to 17 may train independently with signed parental or guardian consent.

All minors must complete required documentation before beginning their membership.

## **3. COMMENCEMENT OF MEMBERSHIP**

Membership for Direct Debit and Staff members becomes active upon receipt of full payment and completion of the health screening form and Terms and Conditions acknowledgment.. Paid In Full memberships commence upon receipt of full payment and completion of the health screening form and Terms and Conditions acknowledgment.

#### **4. COOLING-OFF PERIOD**

A 7-day cooling-off period is available for Direct Debit and Staff members, allowing cancellation without penalty aside from non-refundable fees. Paid In Full memberships are non-refundable; however, exceptions may be considered under extenuating circumstances at the sole discretion of Club management.

#### **5. HEALTH, SAFETY, AND WELLBEING**

Members must complete a pre-exercise health screening questionnaire before using the facilities. It is each member's responsibility to inform the Club of any health changes. Proper gym attire, including towel use and enclosed footwear, is mandatory. The Club reserves the right to deny access to anyone whose health status may pose a risk to themselves or others.

##### **Use of Equipment**

Members must follow all operating instructions provided on gym equipment. If uncertain about the correct or safe use of any machine, it is the member's responsibility to seek guidance from a staff member during staffed hours. The Club is not liable for injuries resulting from incorrect equipment use. By using the equipment, members acknowledge they do so at their own risk and agree to use all facilities responsibly.

#### **6. FEES, PAYMENTS, AND LATE CHARGES**

Membership fees are collected weekly. It is the member's responsibility to ensure sufficient funds are available.

If a direct debit payment fails, we reserve the right to reprocess the payment and charge a failed payment fee of \$10 where applicable. Continued failed payments may result in suspension of membership until the account is brought up to date.

Suspensions does not remove the members obligation to pay all outstanding fees owed under the membership agreement.

If any membership fees, direct debit payments or other charges remain unpaid after the due date, we reserve the right to suspend or terminate your membership until the outstanding balance is paid in full. If your account remains unpaid for more than 45 days, you authorise us to refer the outstanding balance to a third-party debt collection agency for the purpose of recovering the amount owed.

The Member shall pay for all costs incurred by Lasseters Health Club(including costs for which the Lasseters Health Club may be contingently liable) in any attempt to collect any monies owed by the Member to Lasseters Health Club under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis

Lasseter's Health Club reserves the right to review and adjust membership fees at any time. Members will be given a minimum of thirty (30) days' written notice prior to any fee adjustment taking effect. If a member does not agree to the change, they may cancel their membership in accordance with the Club's cancellation policy.

## 7. MEMBERSHIP SUSPENSION

Members may suspend their membership for a minimum of one week and up to a maximum of eight weeks within a twelve-month period. Suspension requests must be made in writing at least 48 hours prior to the intended suspension start date.

A fee of \$5.00 per week will be charged for each week of suspension. This fee must be paid **in advance** of the suspension period. If the suspension is requested for medical reasons and relevant supporting documentation is provided, the weekly suspension fee may be waived.

Any period of suspension will extend the original minimum membership term by the duration of the suspension. Members cannot suspend their membership during the notice period of cancellation, nor can they suspend if their account is in arrears or if they have not yet completed the initial cooling-off period. Paid-In-Full Memberships are subject to the following suspension allowances:

- 3-Month Paid-In-Full Membership: two weeks' suspension
- 6-Month Paid-In-Full Membership: four weeks' suspension
- 12-Month Paid-In-Full Membership: eight weeks' suspension

## 8. CANCELLATION OF MEMBERSHIP

### Direct Debit Memberships

#### *Notice Requirement*

Memberships require a minimum of 30 days written notice to cancel. The notice period commences from the date the cancellation request is received

#### *Fees During Notice Period*

Membership fees that fall due during the 30-day notice period will remain payable in full. No pro-rata refunds apply, as members continue to receive access to the membership during this time

#### *Access During Notice Period*

Members will retain full access to facilities and services during the notice period and until the end of their final paid billing period

#### *Final Billing And Cancellation Date*

No further fees will be charged after the final paid billing period has ended, at which point the membership will be cancelled.

#### *Fair Use and Exceptions*

Nothing in these terms is intended to exclude, restrict, or modify any rights available to consumers under the Australian Consumer Law. Where required by law, reasonable exceptions may apply (e.g. serious illness, relocation beyond reasonable distance)

### Staff Memberships

Staff members may cancel their membership **at any time** by notifying the Club **via email**. No notice period is required.

### Paid In Full Memberships

Paid In Full memberships **automatically expire** at the end of the prepaid term. These memberships are **non-refundable** unless exceptional circumstances apply, at the discretion of Club management.

## 9. MEMBERSHIP TRANSFER

Direct Debit memberships may be transferred to another individual subject to management approval. The incoming member is required to pay a fee of \$25.00 to obtain a new access card. If the original member is outside their minimum membership term, no further charges will apply to them. However, if the original member is still within their contractual term, a transfer fee of \$50.00 will be charged in order to process the transfer of the remaining contract to the new member.

Paid In Full memberships are non-transferable under any circumstance.

## **10. SECURITY ACCESS CARDS**

Access cards are issued individually and must not be shared. Lost or damaged cards will incur a \$10.00 replacement fee. Unauthorised card sharing will result in a fine of \$150.00 per trespasser and may lead to termination of membership.

## **11. CLUB RULES AND ETIQUETTE**

### **11.1 General Conduct**

Members are expected to maintain respectful behaviour at all times. Towels must be used when using equipment, and all machines must be wiped down after use. Harassment, inappropriate conduct, or unauthorized personal training will not be tolerated and may result in membership termination.

### **11.2 Sauna Use**

All members must wear appropriate attire in the sauna, using a towel for seating, and must not add oils to the sauna rocks. Failure to comply may result in disciplinary action.

### **11.3 Childcare Services**

The Club offers childcare services for children aged 6 months to 8 years. Parents must book 48 hours in advance and adhere to all childcare policies. Failure to comply may result in loss of childcare privileges.

### **11.4 Mobile Device Use**

Photography, filming, or FaceTime calls are prohibited without prior written consent.

## **12. GUEST POLICY**

Guests are permitted during staffed hours and must pay a \$25.00 guest fee per visit. Guests must be over the age of 16 and complete a pre-exercise questionnaire. Unauthorized guest access will result in a \$150 fine per incident.

## **13. SAFETY, SECURITY, AND EMERGENCIES**

Members must immediately report any security or safety concerns to staff. Duress alarms are located within cardio areas for emergency use. Members acknowledge that exercising at the Club is undertaken at their own risk.

#### **14. DAMAGES AND LIABILITY**

Members are financially responsible for any damage they cause to Club property. The Club is not responsible for the loss, theft, or damage of personal property on its premises.

##### **Provision of Lockers**

Lockers are available for member use 24 hours a day. They are provided for temporary use during each visit to the Club and must be cleared of all belongings before the member leaves the premises. Items left in lockers beyond the duration of a member's visit may be removed by staff and held for up to 7 days, after which they may be discarded. While lockers are provided for convenience, the Club accepts no responsibility for loss or theft of items stored within. Members are advised not to store valuables in lockers and do so at their own risk.

#### **15. PRIVACY**

We collect store and use your personal information to manage your membership , process payments, and provide serices to you.

Your personal information may b disclosed to third-party service providers where reasonably necessary to operate our business. This may include payment processors, membership management software providers, and debt collection agencies for the purpose of recovering outstanding amounts.

We will handle your personal information in accordance with applicable privacy laws, including the Privacy Act 1988(Cth)

By Agreeing to these Terms and Conditions, you consent to the collection, use and disclosure of your personal information as described above. For further information, please refer to our Privacy Policy.

#### **16. DRESS CODE**

Proper gym attire, including enclosed sports shoes, is mandatory. Clothing with offensive graphics or slogans is prohibited.

#### **17. POOL USE**

The pool is available daily between 6:00 am and 10:00 pm. It is an unsupervised facility, and members use it at their own risk.