

c2c TERMS & CONDITIONS OF MEMBERSHIP

1. WHAT YOU SHOULD KNOW AT THE START OF YOUR MEMBERSHIP

By joining cycle2city (hereafter c2c) you implicitly agree to our terms and conditions. These terms and conditions may change at any time.

1.1 What types of membership do we have?

Understanding our Membership Options: Commitment

| Membership Commitment Type | Minimum Term | Rolling Contract [^] | Expiry Date | Payment in Full Upfront |
|-----------------------------------|---|--------------------------------------|------------------------------|--------------------------------|
| 3 Month + | 6 fortnights | • | Ongoing | |
| 6 Month + | 12 fortnights | • | Ongoing | |
| 12 Month + | 26 fortnights | • | Ongoing | |
| Upfront | 12 months (26 fortnights) + 13 th month free | | After 13 th month | • |
| Pre-Paid – 5 visits | | | After 30 Days | • |
| Pre-Paid – 10 visits | | | After 90 Days | • |
| Pre-Paid – 20 visits | | | After 180 Days | • |

[^] post minimum term the contract will run fortnight to fortnight until you cancel it.

1.2 Do we offer any discounts?

Using a “Preferred Partnership” discount

You will receive a preferred partnership discount if you are an employee of a company or member of an organisation we have a current “Preferred Partnership” agreement with. Please ask us for more details.

Using a concession discount

You will receive a discounted membership if you are a:

- Full-time student or pensioner
- Seniors cardholder.

If you are a student, you must show us proof that you qualify for a concession before your membership anniversary each year. If you no longer satisfy our criteria, we can upgrade you to the standard membership. Before we change your contract, we will write to you about any changes to your fees (see 2.5) and give you 28 days’ notice. You may cancel your agreement in this time (see 3.1).

1.3 How old do you have to be?

Meeting our minimum age

You must be at least 16 years old to become a member.

1.4 When does your agreement start?

Signing your agreement

You have an agreement with us when you have signed it and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at c2c or over the phone, these terms and your agreement will apply, unless written confirmation is received from c2c.

Paying a start-up fee

You need to pay a start-up fee when you join or renew. This fee is listed in your membership agreement. We cannot refund the fee, even if you cancel during your cooling off period.

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 5 days after the agreement is signed to correct it.

1.5 Can you change your mind?

Using your cooling off period

You can cancel your agreement during your cooling off period. You have **14 days** from the date you sign your initial agreement. To cancel your membership, please see 3.1.

We will then cancel your agreement and refund your initial payment, less your start up fee.

This is only applicable for new membership agreements.

1.6 What are your health and safety obligations?

Cycling may be physically demanding and requires you to have a minimum level of fitness before you begin. It is also important you understand the workings of the centre and how to handle your bike in the racking system.

It is a requirement you have a full orientation, how to use your bike rack, and a briefing of the fire alarm and evacuation procedure before you begin your membership. If you are unsure, please ask a staff member and we will help where we can.

It is a condition of membership at c2c for you to acknowledge and agree that you :

- use the facilities and participate in activities at your sole risk and responsibility;
- are medically able to undertake your cycling regime;
- are solely responsible for your physical and emotional health and safety.

2. WHAT YOU SHOULD KNOW DURING YOUR MEMBERSHIP

2.1 When do you pay membership fees?

Paying for ongoing memberships

You pay fees for ongoing memberships in advance each fortnight, by direct debit from a bank account or credit card. You can pay your fortnightly fees as far in advance as you like, up to the legal time limits. However, you still need to give us your account details for when your advance payments end.

Paying upfront

You can pay upfront for some memberships. For a Pre-Paid membership, you will pay on the day you buy it.

Renewing your upfront membership

When your membership is due to end, you can choose to renew it before that date at your existing rate (or the rate applicable if access periods have increased since you first joined for example to 24 hour/7 day), otherwise your membership fee will be set at the current rate. By renewing your membership, you agree to the membership terms that apply at that time.

2.2 How do direct debits work?

Please refer to the terms and conditions of the debit success contract (Refer debitsuccess terms and conditions).

2.4 Can we change your agreement?

Staying up to date with our terms

We may sometimes add to, change or remove our terms and conditions. This includes changing c2c's opening and closing hours, its services and facilities and membership fees.

The most up-to-date terms and conditions always apply. You can find copies at c2c reception or on our website at www.cycle2city.com.au.

Being notified about changes

We will give you at least 28 days' notice of any changes, for instance by:

- publishing them in our newsletter or on our website
- placing a notice at c2c
- phoning you or writing to the address (post or email) you last gave us.

If we suspend c2c's operations or services, temporarily or permanently, we may send you a written notice offering you complimentary time freeze (see 2.6).

Cancelling your membership

If we do not fulfil our obligations to you, you may be able to cancel your membership (see 3.1). Unless the law states otherwise, you won't have any other claim against us if this happens.

2.5 Can we increase your fees?

Being notified about changes

We reserve the right to increase your fees at any time after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). We will consider that you have received our letter or email on the second business day after it is sent.

Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

2.6 Can you freeze your membership payments?

Using a 'time freeze'

You can freeze your membership for 1 or more fortnights, up to a maximum of 2 fortnights each calendar year. Each time freeze must start and end on a direct debit date.

The time freeze fee for all memberships is \$10 per fortnight, which you can pay in advance or by direct debit. Notification of the "time freeze" must be by email, must specify the requested start and finish dates and must be provided to c2c at least 10 business days prior to commencement of the "time freeze".

Please note that if you are within your minimum term, any time freezes are not classified as a full payment toward your contract.

Using an 'extended time freeze'

You can freeze your membership for up to 13 fortnights in any 12 months for legitimate medical or bankruptcy reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise, and the "extended freeze" is entirely at the discretion of c2c.

If you have a medical reason or become bankrupt, we will not charge you for this extended time freeze to allow you time to recover. Your membership term will recommence at the end of the time freeze.

Understanding the conditions

Before freezing your membership, you must make sure your fees are up to date and you don't owe us any money.

Note that we cannot backdate any time freeze requests. You must request a freeze when you need it.

We also cannot accept pro-rata payments or freeze your direct debits outside an official time freeze.

2.7 How can you use your access card and locker key?

Showing photo ID

We will give you an access card and key when you join. It is mandatory for us to positively identify you using acceptable identification (eg. Drivers licence, passport) before we provide you access to c2c. We will attach your photo to your account on our digital membership database. If you visit c2c without a valid access card or photo identification, we may refuse you entry.

Your membership card

The access card is our property. You cannot lend your card or allow anyone else to use it. If you lose or damage your card, we will replace one card every 12 months for free. We will charge you \$15 for any extra cards.

2.8 How can you protect your health?

Telling us about your health risks

If you believe any c2c activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice on an appropriate exercise program.

Managing infections and illnesses

You must not use c2c if:

- you have an infection, contagious illness or physical ailment, such as an open cut or sore
- there is any other risk, however small, to other members and guests.

2.9 How can you give us feedback?

We welcome your feedback

Your feedback is important in helping us to provide a great service. If you have any comments or questions about our facilities, website or service please feel free to provide feedback. If you have a complaint, we will follow our complaints process. Please contact us via one of the methods listed below.

At c2c

c2c staff are always happy to help. Ask at club reception or call c2c on 3221 6868. If you'd like to speak the manager, let our reception team know. If no managers are immediately available, the reception team will ensure someone contacts you as soon as

possible. Comments card are also available at c2c reception, simply drop this into the suggestion box at reception and leave the rest to us. We will be in contact with you shortly after that.

Online

Send us a message by completing our enquiry form via our website www.cycle2city.com.au. Please make your enquiry selection carefully as this will help us with efficiency and you will hear from us within 5 business days. We recognise that some enquiries are more complex than others and may require more time to resolve but we will always let you know.

3. WHAT YOU SHOULD KNOW AT THE END OF YOUR MEMBERSHIP

3.1 How can you cancel your membership?

Cancelling your membership

You can ask to cancel your membership by emailing c2c or providing written advice to our reception staff.

Confirming your request

When you do this, please always

- give us your email address so we can confirm your request in writing
- keep a copy of your request
- make sure that you cancel your direct debits with your financial institution.

3.2 How do you cancel after the minimum term?

Cancelling after the minimum term expires

Once the minimum term of your membership expires, you or we may cancel your membership (see 3.1).

When you cancel, you must pay us any fees you owe or we may take action to recover them.

Giving us notice

You must give us at least 28 days' notice to cancel, unless you are cancelling for medical reasons (with supporting evidence). We count this period from the date of your request, however this must coincide with your direct debit date as your final debit cannot be a pro rata amount.

To ensure your direct debit does not continue past your minimum term, you must give us notice within this term.

You cannot freeze your membership payments during the notice period.

3.3 Can you cancel during the minimum term?

Cancelling without paying out your agreement

You can cancel your membership if time freeze is not suitable during the minimum term if:

- you are sick or incapacitated – you must show us a certificate from a qualified medical

practitioner stating that you cannot exercise for the rest of your term.

- you are bankrupt—you must show us supporting documents.

We will not charge you an exit fee in these cases.

You can also cancel if your place of employment relocates to an area more than 1 kilometre from c2c, but you must show us a letter from your employer confirming this. c2c may seek to verify this by contacting your employer.

We will charge an exit fee based on how much of your agreement remains:

- up to 6 months = \$100
- 6–12 months = \$150

Transferring your membership to another person

You can transfer your membership to another person (transferee) within the minimum term of your agreement so long as the transferee:

- is not a current member
- has not been a member in the last 3 months
- completes the new membership sign-up process and pays a transfer fee equivalent to the start-up fee
- is eligible to take up your membership (for instance, you cannot transfer a preferred partner or concession membership to someone who would not qualify for that membership)
- has not previously been banned by c2c or failed to pay membership fees.

The transfer is effective only after the transferee has completed the sign-up process.

We do not allow transfers once you have completed your minimum term.

Cancelling for other reasons

If you wish to cancel for any other reason and have more than 28 days left in your minimum term, you can pay out your agreement.

We calculate the amount you must pay by:

- multiplying your fortnightly fee by the number of fortnights left in your minimum term
- deducting 5% from the total.

3.4 Returning your access card and locker key, and removing your personal items and bike.

Personal items must be cleared out of locker by close of business on final day of your membership, or membership fees may continue to be charged.

Refundable deposit will only be repaid upon return of access card and locker key to c2c, and must occur within 60 days of notification of cancellation otherwise your deposit is forfeited (even if access card and locker key is returned after that date).

Any personal items, bicycles, etc left at c2c beyond final membership date may be disposed of at the discretion of c2c.

4. BEHAVIOUR WITHIN c2c

Please respect the personal privacy, safety and comfort of other members.

Bicycles must be dismounted and mounted at the green bike path area prior to entering and departing.

One (1) towel use per member per day (honesty coin box \$1 per extra towel).

Perishable food or drink not to be stored in lockers.

No personal items to be left in shower area, on top of lockers or hung off lockers. Any items found in these areas will be removed.

The Lost Property Box and all hanging space in the drying area will be cleared every Friday night.

All rubbish and spent paper towels to be placed in appropriate bins.

Members are encouraged to limit shower times to 4 minutes maximum.

Clothing is not to be hung from racked bikes. Clothes drying racks provided in the shower area.

Any behaviour considered inappropriate by c2c may result in immediate termination of membership at the sole discretion of c2c. Any outstanding fees or charges will become immediately payable.

5. OTHER

5.1 What are your responsibilities?

Meeting your responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you use c2c.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

5.2 Legal Liability

To the extent permitted by law, c2c hereby excludes any liability of c2c to you in contract, 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 you and/or any other person, or for any costs, charges or expenses incurred by you, arising from or in connection with this Contract and/or the services/products provided by c2c, and/or any act or omission of c2c.

Additionally you consent to :

- release fit2work Pty Ltd (trading as cycle2city), its employees and agents from any claim that may be made by you, or any other parties, for any injury or death caused to you or loss or damage caused to your property;
- agree not to bring any claim against fit2work Pty Ltd trading as cycle2city, its employees or agents in the event that you sustain any personal injury or suffer any property damage or loss whilst at c2c;
- agree that under some circumstances (and subject to privacy provisions) staff may need to access you locker without notice &/or in your absence and you consent to this access occurring;
- Agree to the “Terms and Conditions of Entry” displayed at the facility.

5.3 Do we have a privacy policy?

Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your financial situation. We will only use, disclose or deal with your information in line with our Privacy Policy.

This Privacy Policy applies to the services offered by c2c and can be found on our website.

5.4 What happens if you have issues with outside providers?

Paying outside providers

Contractors or other outside providers may offer some services in c2c (for example valet laundry service, or workshop services).

You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds, unless otherwise agreed (eg. valet laundry).

Claiming against these providers

Any service they provide is a contract between them and you and we cannot accept any responsibility for a breach of contract or negligence. If you make a claim because of something a contractor or outside provider has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor or outside provider.

Asking for our help

Wherever we can, we will help you to resolve issues with providers. We will also make sure that outside providers have up-to-date qualifications and insurance.

5.5 What else should you know?

Having your contract transferred

We can assign or transfer the benefit of your contract to a person, firm or company at any time. We will give you 28 days' notice in writing. We can also sub-contract our obligations to

someone else without notice. But if we do, we are still responsible for ensuring those obligations are met.

Paying GST

All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

5.6 Which laws apply?

Meeting state laws

Your agreement is subject to Australian and Queensland laws.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

Restricting your rights to sue

Under the Competition and Consumer Act 2010, we guarantee that our recreational services are:

- provided with due care and skill
- fit for purpose
- supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence.

Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

5.7 What definitions apply?

c2c, We, Us, Our

cycle2city (fit2work Pty Limited trading as)

You, Your

A member of c2c

Agreement Membership Application

Membership Application and Agreement. This is between c2c and you, under which you will become a member of c2c.

Minimum Term

The term specified in the Membership application and agreement form