

General Terms & Conditions Policy

Welcome to Vibe Wellness Sanctuary. To ensure that Vibe is able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this Agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

INTRODUCTION

By signing the Agreement you acknowledge and agree:

- You have been given a copy of this Agreement and agree to abide by your obligations in it;
- You are medically sound to undertake a normal course of exercise, you use the Studio/Sanctuary/Oasis facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities offered by Vibe may pose a risk to your health; and
- This Agreement also relates to your authority to any third party payment provider nominated by Vibe from time to time to direct debit your nominated bank account or credit card for any instalments or fees due under the terms and conditions of that nominated third party payment provider's Direct Debit Request and Services Agreement (DDR) provided to you. As a member, you can use our Studio/Sanctuary/Oasis in line with these terms and conditions, including the Studio/Sanctuary/Oasis code.

DEFINITIONS

- **Vibe, Vibe Wellness, Vibe Wellness Sanctuary, We, Us, Our:** Vibe Wellness ABN 70 566 003 375 PO Box 356, Margate QLD, 4019
- **You, Your, Member:** You, Your, Member refers to the name in which the membership has been created, which at times may differ to the party paying for the membership. Anyone accessing and using Vibe Wellness Facilities is considered to be a Member – even if they are using a casual pass.
- **Studio/Sanctuary/Oasis:** Refers to any Vibe Studio/Sanctuary/Oasis your membership entitles you to visit.
- **Home Studio/Sanctuary/Oasis:** The Vibe Studio/Sanctuary/Oasis where you joined. Your Home Studio/Sanctuary/Oasis is named on your Agreement.
- **Agreement:** This is the Agreement between Vibe Wellness Sanctuary and you, under which you will become a member of Vibe.
- **Minimum Term:** The term specified in the Agreement form.
- **Code:** Code for operating equipment, opening hours and behaviour in the Studio/Sanctuary/Oasis, specified in these terms and conditions, and in Studio/Sanctuary/Oasis signs and handouts.
- **Third Party Payment Provider:** is the third party payment provider nominated by Vibe from time to time, currently being Stripe Payments Australia Pty Ltd ACN 160 180 343 (also known as 'Stripe') and PayPal Australia Pty Limited ACN 111 195 389 (also known as 'PayPal') any other third-party provider of

billing services or direct debit agents which we may use from time to time, including our website platform Wix.

- **Website:** "Website" means the Vibe website at www.Vibewellness.au or such other website as notified to Members from time to time.
- **Free Trial:** "Free Trial" means that period of your membership contract in which you are not required to pay membership fees but have your usual Studio/Sanctuary/Oasis access rights.
- **Corporate Partners:** A company who holds a partnership agreement with Vibe and agrees to subsidise a portion of the full membership fees for its employees/members.
- **Supply Period:** The supply period for a periodic or fixed term agreement is the Minimum Term and is a minimum of two weeks.
- **Periodic Agreement:** The membership is for the supply of the prescribed goods and services on an ongoing basis and will continue until terminated by you or Vibe.
- **Fixed Term Agreement:** The membership is for a fixed term only and if further membership periods are required a new agreement will be required.
- **Upfront Membership:** The membership is a Fixed Term Agreement paid for in totality upon commencement of the Agreement.

MEMBERSHIPS AVAILABLE

This section constitutes an Agreement summary for understanding our membership options: We note that this Agreement is subject to a cooling-off period, as outlined in the Cooling Off clause of these terms and conditions.

As per our website.

MEMBERSHIP FEE INCREASE

If you have joined on a 3, 6, 12 or 18 month membership term then, after your minimum term has expired, your membership fees *may* increase automatically by 3% from the next direct debit date and annually thereafter.

MEMBERSHIP ENTITLEMENTS

Membership at Vibe Wellness Studio/Sanctuary/Oasis entitles you to:

- Work out as many times as you wish in a given period, subject to any restrictions in your membership type.
- Participate in normally scheduled Studio classes. However, please note additional fees may apply for specific group fitness programs or challenges. Please refer to Vibe's website for more information in relation to these additional offerings.
- Use exercise equipment located on the Studio floor, subject to any restrictions in your membership type.

- There are variations in the facilities and services provided at different Vibe Studio/Sanctuary/Oasis. To ascertain exactly what the Studio/Sanctuary/Oasis provides in addition to the above entitlements, please enquire at the Studio/Sanctuary/Oasis directly. There may be additional fees charged to access these facilities and services.
- Vibe reserves the right to make changes to exercise equipment supplied in any of its Studio/Sanctuary/Oasis at any time or the timetable at any time (i.e. alter class type, times and instructors).

CHILDREN

Minors under the age of 18 are not permitted at Vibe, unless for a specific event/retreat or class, advertised and agreed with Management.

LEGAL RESPONSIBILITY

MEETING YOUR RESPONSIBILITIES

- Your responsibilities, including payment of membership fees, do not depend on how often you use a Studio/Sanctuary/Oasis.
- You must tell us about anything that affects your membership, and any changes to your contact information and bank details.
- You must inform us in advance and in writing if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.

SPECIAL CONDITIONS FOR CERTAIN MEMBERSHIP TYPES

- If there are special conditions or benefits relating to your membership type, these will be either attached to your Agreement and/or displayed on the website and form part of your Agreement.
- If your membership entitles you to a Free Trial, you will not be charged your weekly fees for use of the Studio/Sanctuary/Oasis during the specified period of Free Time. Free Time will not form part of the minimum term of the membership.
- If your membership entitles you to a Discounted Price as indicated in the Fees section of your membership agreement, the Discounted Price will be the price that you will be charged for the duration of payments as indicated by the Discounted Price section. After the specified Discounted Price duration has lapsed, your Fees will revert to the price that is indicated within the Fees section for the remainder of the Minimum Term (if applicable), or ongoing for the remainder the membership, which is subject to change in accordance with the terms of the agreement.

OVERDUE FEES & REVOCATION OF MEMBERSHIP ENTITLEMENTS

If there are repeated failures to meet your payment obligations (other than through the fault of Vibe or its payment provider), without prejudicing Vibe's rights to recover any overdue payments, your membership may be suspended or terminated by written notice to you. All entitlements and entry into any Studio/Sanctuary/Oasis may be revoked if your account is in arrears and you fail to resolve the debt after being provided reasonable notice.

If your automatic direct debit reverses or is returned to us by your financial institution the following process will apply:

- The Studio/Sanctuary/Oasis will attempt to contact you about retrying the debit.
- If the debit remains outstanding it will be processed within 14 days of the reversal with any late fees that apply.
- If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Studio/Sanctuary/Oasis.
- If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a third-party debt collector for further action.

DEBT COLLECTION

If paying by direct debit, upon default by you in regard to any obligation under this Agreement and failure to remedy the default after notification by Vibe : you authorise Vibe to notify any third-party debt collector of the default.

ACCOUNT SERVICE FEE

The Account Service Fee is charged to Vibe accounts on a quarterly basis and includes but is not limited to maintenance of the following services:

- Account billing services
- Access management
- Membership Transfer
- Membership Portal services
- Vibe App

STAYING UP TO DATE WITH YOUR TERMS

We may sometimes change our terms and conditions. This includes changing a Studio/Sanctuary/Oasis's opening hours, its services and facilities and membership fees. Sometimes, we may also close Studio/Sanctuary/Oasis for refurbishment. We do not reduce your membership fees because your Studio/Sanctuary/Oasis is closed for renovations or repairs (where a suitable substitute Studio/Sanctuary/Oasis is available) or for a public holiday. The most up-to-date terms and conditions always apply. You can find copies at your local Studio/Sanctuary/Oasis or on our website www.vibewellness.au

If we reasonably consider that any change to the terms and conditions is likely to benefit you or be of no, or immaterial, detriment to you, we can make the change immediately and do not need to notify you.

For all other changes, we give you at least 14 days notice of any changes, for instance by:

- Publishing them in our newsletter or on our website; or
- Placing a notice in the Studio/Sanctuary/Oasis; or
- Calling you or writing to the address (post or email) you last gave us.

If we suspend a Studio/Sanctuary/Oasis's operations or services, temporarily or permanently, we may send you a written notice offering you a transfer to another Studio/Sanctuary/Oasis.

PRIVACY POLICY

Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Vibe Health Studio/Sanctuary/Oasis in accordance with the provision of their Privacy Statements. The Vibe Privacy Statement can be obtained from its website www.vibewellness.au.

QUERIES

- All queries and comments about the services provided under this Agreement should be directed to the Home Studio/Sanctuary/Oasis via the contact details listed on our website.
- All queries and comments about the direct debit billing service should be directed to our finance team (finance@vibewellness.au)
- Where the member elects to pay by way of direct debit, the member acknowledges that the Third Party Payment Provider has been engaged by the Studio/Sanctuary/Oasis to collect the fees due under this Agreement and the member further acknowledges that the member's contractual relationship with the Third Party Payment Provider is separate to this Agreement.

ENTIRE AGREEMENT

This Agreement and its Annexures and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and arrangement (express and implied) between the Member and Vibe Wellness Studio/Sanctuary/Oasis relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.