

TERMS & CONDITIONS



If you are intending to join or utilise SALT, either long-term, short-term or casual, you must read and understand the following Terms & Conditions before signing any forms and/or using any SALT facilities.

All membership contracts between you and SALT come into effect once the sign-on form has been completed and accepted by an authorised representative of SALT.

These Terms & Conditions apply to all members, guests, and casual users of SALT's facilities as well as all staff and contractors.

ACCESS TO SALT

As a member or an approved casual user, you are entitled to use the facilities of SALT during normal operating hours, so long as your membership or casual approval is current and active and you comply with the most current and updated General Terms and Conditions (available at www.saltfit.com.au).

SALT Management reserves the right to collect your personal contact information and photo for identification purposes upon initiation of any membership and/or casual user pass.

If you are issued with an 'Access Key' (via a keytag FOB, a passcode or the secure SALT app), you must use this Access Key to record your entry to SALT each time you enter. Access to SALT may be refused if you do not have proof of membership or casual pass and you cannot provide adequate evidence of your membership or pass purchase.

GENERAL TERMS & CONDITIONS

We reserve the right to amend our General Terms and Conditions at any time. All updated versions are available at www.saltfit.com.au and will be notified to members within twentyeight (28) days when changes occur.

If you behave in a manner that is unacceptable to us or to other users of SALT, we reserve the right to refuse entry to you and/or to cancel or suspend your membership or casual pass. Unacceptable behaviour may include but is not limited to disruptive or threatening behaviour, causing damage to SALT's premises or equipment, abusive language to staff or users, using, possessing, or conveying illicit or illegal substances, and/or anything deemed unacceptable by us.

To access the clubs 24/7 feature, you must have the appropriate membership level or suitable causal pass and always use your Access Key to gain entry. If you have misplaced your Access Key (or forgotten your code), you are not able to ask another member to allow you entry to SALT, as you are also not allowed to permit entry to other people to SALT.

Should you lose or damage your FOB Access Key, you will be subject to a \$25.00 replacement fee. Should you allow another person to enter SALT by following you in (tailgating), you will be subject to a \$50.00 tailgate fee and may have your membership or casual pass suspended or cancelled. ALL doors and access ways are monitored by surveillance and have sophisticated tailgating checking functionality.

A towel must be used on all equipment when seated or laying down. Clean, fully enclosed sports shoes must always be worn unless otherwise permitted by staff. Upper body coverage (e.g., singlet or t-shirt) and lower body coverage (e.g., shorts or pants) must always be worn in the fitness/strength areas, and all clothing must be clean and tidy with no offensive print or design. Appropriate and non-offensive swimwear must be worn in the wet/recovery areas.

Children 15 years and under are not allowed access to ANY SALT facilities at any time unless attending childminding services or child specific classes/programs, or unless otherwise pre-authorised by staff or management. Children aged 16-17 can use the facilities as a member or casual user however these terms and conditions must be signed and acknowledged by both the member/user and their responsible parent, guardian, or caregiver.

SALT will contact members occasionally regarding important information relating to their membership using the contact details provided at initial sign up or consequent update. It is the responsibility of the member to ensure that their contact information is kept up to date to prevent important communication being missed.

YOUR HEALTH AND PHYSICAL CONDITION

You confirm to us that you are in good physical condition when joining and/or subsequently using SALT and its facilities. You agree that when using the SALT facilities and/or undertaking training by any of the SALT's staff or trainers, you will not do so, or you will cease to do so, if you are aware of any medical conditions or other reasons that might be harmful to your health, safety, comfort, or physical condition.

You are responsible to notify SALT of any conditions that may impede or prevent you from using SALT's facilities and it is your responsibility to provide us with medical consent to participate in physical activity if medically required or if requested by us.

You should not use any of the facilities whilst suffering from any contagious illness, disease, or infection, or when suffering from any physical ailment, especially if there is a risk for other members, users, and staff.



USE OF FACILITIES

It is your responsibility to ensure that you correctly operate all equipment at SALT and only use it in a way that it is designed to be used. If you are in any doubt as to how to use any equipment or facilities, you should consult a staff member before use.

If you cause any damage to equipment or facilities, you must notify a member of staff immediately. You may be held responsible for the cost of repair or replacement of the item if it is wilfully damaged or damaged when intentionally using the item in a way that it was not designed to be used.

FEES

All fees are payable in advance, unless otherwise agreed in writing, and are non-refundable. When joining SALT, you become responsible for paying the membership fees for the duration of your membership term as agreed at the time of sign-up. All casual users must pay their casual fees prior to using the facilities. There are various methods of payment for casual users. All fees are inclusive of GST.

Membership payments must be made by direct debit unless extenuating circumstances apply whereby an alternate method can be prearranged with management. In this event, memberships must be paid in full and in advance for the term of the membership.

Any failed direct debit payments will incur a dishonour fee of \$10.00 per transaction attempt. It is your responsibility to ensure there is sufficient funds in your account to clear the direct debit. We are unable to 'pause' your direct debit (outside of a pre-arranged membership hold). It is your responsibility to notify us if your banking details have changed.

Non membership transactions such as personal training, group-classes, childcare, short-term and/or causal-use fees are payable prior to the commencement of that event or facility usage.

If any fees are outstanding, we will be entitled to (without obtaining further authority from you) charge them to your nominated account. We will not do this if you have given us a written notice that a payment is disputed.

EXPIRY & RENEWAL OF MEMBERSHIP

When the initial period of your membership is completed your membership will continue until you advise us otherwise with the appropriate notice period. You will continue to be responsible for membership fees until you give us fourteen (14) days' notice to terminate your membership.

We reserve the right to increase membership prices at the cessation of your contracted period by giving notice to members using the contact details we hold for you.



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MEMBERSHIP HOLD

All members are entitled to a maximum of six (6) weeks per annum (aggregate) membership hold, with a minimum of two (2) weeks per hold request. Fourteen (14) days written notice must be provided for all hold requests. A \$10.00 processing fee will apply to all hold requests. During a hold period, access to the premises will be disabled. Your regular membership payments will recommence from the agreed nominated return date.

CANCELLATION OR TERMINATION OF MEMBERSHIPS

All Memberships have a 48-hour cooling-off period from the date that you sign-up. Any membership that is cancelled within this cooling-off period may be subject to a \$30.00 administration fee plus you may be charged the equivalent casual usage rate for any facility usage during this period.

Membership cancellations must be provided in writing to SALT staff or management. You must provide fourteen (14) days' notice when cancelling your membership. If you have a payment due within this time, it will be taken from your account in full. If you wish to cancel your membership before the minimum period of your membership expiring, you will be required to pay a cancellation fee equal to the outstanding payments due on the remainder of your minimum contract period.

The minimum committed contract period is twelve (12) weeks. After this period, either party may cancel the contract with no cancellation fee applicable, providing the minimum fourteen (14) days' notice period has been provided.

All memberships will continue on a no-contract basis after the minimum committed period has ended until a formal written cancellation is provided to us.

In the event you are subject to a cancellation fee, this fee must be paid in full at the time of your cancellation request or it will be automatically debited from your nominated direct debit account. Cancellation requests will not be processed and will be deemed invalid until the cancellation fee and any overdue membership fees are paid in full.

If you wish to cancel your membership due to illness or injury, you should submit your request in writing with supporting evidence (such as a medical certificate or statutory declaration).

SALT reserves the right to cancel your membership by giving you notice if you fail to pay any fees within 30 days of the due date.

In any of these circumstances you will remain liable to pay all outstanding fees due for the period up to and including the termination date. We may also recover from you or retain

from any advance or pre-payment, a reasonable amount to cover the costs that we incur as a result of your actions. The balance of any advance will then be refunded on request.

Termination of membership will bring the membership contract to an end, but this will not affect the accrued rights of either SALT or yourself at the termination date.

PERSONAL TRAINING

In general and on most occasions, personal trainers at SALT are sub-contractors and all fees relating to their services are usually set by them personally. Personal Trainers are usually not staff of SALT and have privately owned personal training businesses. Any instruction or recommendation made by a Personal Trainer within SALT is not a reflection of SALT or our policies or procedures.

Only SALT approved Personal Trainers can operate within our facilities. Members or casual users are not permitted to bring a third-party trainer into our facilities. Doing so may result in suspension or cancellation of your membership or the immediate revocation of your casual pass.

Similarly, members or casual users are not permitted to provide Personal Training or Health Instruction services to other members or casual users unless pre-authorised by SALT. Doing so may result in suspension or cancellation of your membership or the immediate revocation of your casual pass.

PERSONAL PROPERTY

You are responsible for the care of your property and valuables whilst on SALT premises and SALT accepts no liability for any loss or damage incurred whilst at our premises. We recommend that you don't bring valuables onto the premises and if using any provided lockers, we recommend a lock to secure your personal effects. Property left in lockers for longer than 24 hours will be removed and placed in lost property for retrieving. Unclaimed lost property is removed or discarded if not claimed within fourteen (14) days.

DATA PROTECTION

Personal information obtained by us relating to you will be kept confidential in accordance with our privacy policy and relevant legal requirements.

ALLOWING US TO USE YOUR IMAGE

We may film and/or take photos at our facility from time to time for advertising and promotional purposes. We may use this imagery across social media and various public platforms. By signing this agreement, you acknowledge and agree that we have the right to use those images for such promotional purposes and that they remain the property of SALT and/or its related brands.

NO TRANSFER OF MEMBERSHIP

Membership is personal and not transferable, unless by management approval. Casual user passes can only be used by the initial purchaser that has signed and acknowledge these terms and conditions and is not transferrable to any other user. You may not lend your membership or casual pass to any other person.

Unsigned guests may only be invited to the premises with express permission from SALT management or staff and are strictly forbidden from using any equipment or facilities.

NOTICES

Any reference in these Terms & Conditions relating to the provision of 'notice' means notice must always be provided in writing.

ENTIRE AGREEMENT

The membership contract incorporating these Terms & Conditions constitutes the entire agreement between us and supersedes any previous agreement or understanding between us with respect to its subject matter.

WAIVER

The failure by us to enforce any of these Terms & Conditions or any advertised or enforceable rules shall not be treated as a waiver of that provision, nor shall it affect our right subsequently to enforce that provision.

SEVERITY

If any of these Terms & Conditions are held by a court to be unenforceable or invalid, the remaining provisions will continue in effect.

MINORS

Members or casual users aged 16 or 17 are only permitted to use the facilities with permission from a parent, guardian or caregiver that has also consented to these Terms & Conditions. That parent, guardian or caregiver acknowledges that SALT takes no responsibility for that minor outside of that usually given to any adult member or casual user.

LAW & DISPUTE RESOLUTION

These Terms & Conditions and your membership contract are governed in all respects by law. If any dispute occurs between us, we will act in good faith to resolve it through direct negotiation with you. If this is unsuccessful, either party may request that the dispute is referred to mediation in accordance with the governing office or department. Any dispute that is not resolved by negotiation or mediation will be resolved by a court.





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24 HOUR ACCESS

The premises will be unsupervised at times, and by acknowledging these terms & conditions, the member or casual user understands any risks involved and holds no responsibility or liability to SALT, its staff, management, or owners.

If attending alone, it is advised to use an afterhours distress necklace if available onsite or always use or have easy access to a smartwatch and/or smart-phone. All entries are monitored by our camera system so any members or casual users allowing entry to guests without approval may be banned from SALT, have their membership cancelled or suspended or causal pass revoked and may incur a \$50 visit fee for their unauthorised guest.

PREMISES SURVEILLANCE

All SALT facilities are under 24-hour camera surveillance for the protection of both the premises and its users. CCTV footage is captured and stored in accordance with relevant state privacy legislation. CCTV footage is only ever viewed by SALT staff, management, or owners unless summonsed by an approved person. SALT reserves the right to keep and use footage for legal proceedings relating to conduct inside the premises. We are also required by law to provide copies of requested CCTV footage to police and governing bodies providing it is requested through the appropriate channels.

BATH/SAUNA/STEAM (WET AREA) ACCESS

Wet areas are not supervised, and use of these facilities are at your own risk. All users of these facilities must have basic swimming and water safety abilities and acknowledge and agree to use the facilities knowing that the wet areas do not have a lifeguard on duty. These facilities are only accessible during designated hours and are strictly forbidden outside of these times.

All users are to respect the rights of others whilst using these facilities. No children under the age of 16 are permitted to use these facilities unless approval by staff or management.

All users hereby acknowledge and agree to abide by the wet area safety rules upon entering the area.

All users are to shower before using these facilities as well as in between using each individual amenity (e.g., between sauna and ice bath; between ice bath and heat bath). Appropriate attire must always be worn in this area.

Any users caught using these facilities in contravention of these terms or in an inappropriate manner will be removed from the premises and will have their membership or

causal pass cancelled immediately without refund

SALT GLOBAL

SALT members are entitled to use any SALT facility, anywhere around the world (subject to the terms and conditions of that location and in line with the location's operating hours and any other conditions of entry).

You should take reasonable steps to notify your local SALT staff or management of your intention to travel and your destination so they can pre-notify the destination site where possible.

SALT locations may have varying membership plans and pricing structures. Your membership plan (and subsequent direct debit) is initially determined by the site where you first join but may then change based on the site that you frequent most in any 90-day period. By agreeing to these terms, you agree that we may change your membership plan and change your direct debit in accordance with this clause.

By agreeing to these terms and conditions, you also, without exception, automatically agree to the terms and conditions of any SALT location worldwide, even if those terms and conditions are not specified within this document.

CRECHE & CHILDMINDING SERVICES

Some SALT locations may offer creche and childminding services. By agreeing to these terms and conditions, you understand that when using these childminding services, they may be operated, managed or maintained by external, third-party operators or contractors and you therefore acknowledge there is no liability or responsibility applicable to SALT staff, management or owners. You agree that you will check and verify the operator's qualifications, operating environment, and overall service standards at your discretion.

DISCLAIMER

The member or user acknowledges that at times, SALT premises may be unsupervised. By acknowledgement of this document, the user hereby confirms that they have read and agree to all the above terms and conditions.

COMPLIMENTS & COMPLAINTS

Compliments and complaints regarding our facilities, our staff, our service, or your general experience can be made in person at any of our locations, can be sent to our postal address or can be emailed to our customer relations team. The contact details are as below:

Email: info@saltfit.com.au

Post: PO Box 4236, Elanora QLD, 4221



LIABILITY WAIVER & PRE-EXERCISE DECLARATION

By signing below, I acknowledge and agree that I have read, understood & agree to all Terms and Conditions within this document.

This includes but is not limited to:

- (i) using SALT at my own risk,
- (ii) agreeing to all payment terms.

PRE-EXERCISE DECLARATION

By signing below, I hereby declare that the following is true and correct...

- 1. I have NOT been diagnosed with a heart condition and I have never suffered a stroke, heart attack or similar?
- 2. I do NOT experience unexplained pains or discomfort in my chest at any time, including at rest or during physical activity/exercise?
- 3. I do NOT feel faint, dizzy, or lose balance during any level of activity or exercise?
- 4. I have NOT had an asthma or raspatory attack requiring immediate medical attention at any time over the past twelve (12) months?
- 5. I am NOT a diabetic (type 1 or 2) that has had trouble controlling my blood sugar (glucose) in the last three (3) months?
- 6. I do NOT have any other conditions that may require special consideration for me to exercise?

FULL NAME _		
SIGNATURE _		
DATE SIGNED	/	

WHERE USER IS UNDER 18 YEARS OF AGE

I am the parent, guardian or caregiver of the person named in this acknowledgment and I hereby acknowledge, understand and agree to these Terms & Conditions and consent on th names person's behalf.

FULL NAME _		 	
RELATIONSHP		 	
SIGNATURE _			
DATE SIGNED	/	/	