

TotalFusion Member Rules

These Member Rules apply in relation to the Membership Agreement between the Member ('you', 'your') and the applicable TotalFusion entity specified in the Membership Agreement ('TotalFusion', 'we', 'us', 'our').

Except where otherwise defined in these Member Rules, capitalised words have the meaning given to them in your Membership Agreement.

You must comply with these Member Rules at all times in accordance with your Membership Agreement. Failure to do so may result in the suspension or termination of your Membership in accordance with your Membership Agreement.

1. Checking in

- 1.1 You are required to check in at the front desk upon entry to the Club and, in order to access and use the Club, to display your membership card, key fob, mobile app barcode or otherwise check in with the reception staff at the front desk. If you leave and re-enter the Club, you will need to check in again upon re-entry.
- 1.2 We may require you, upon check-in, to provide a form of photo identification, or to maintain a form of photo identification on our file to be used as identity verification when checking in to the Club.

2. Dress code

- 2.1 You must wear appropriate athletic attire and footwear (where applicable) when attending the Club or accessing any Services under your Membership Agreement.
- 2.2 The attire and footwear that is appropriate will depend on the particular activity that you are engaging in under your Membership. For example, you must wear appropriate swimwear when accessing our pools, saunas and spas, and must remove your footwear when requested in yoga or pilates classes.
- 2.3 For health and safety reasons, we may deny you from participating in certain activities provided in connection with your Membership where you fail to follow the reasonable directions of our Representatives around appropriate attire.

3. Standards of behaviour

- 3.1 We strive to maintain a safe and inclusive environment for all our members in our clubs. You are expected to act in a respectful and socially acceptable manner while using the Club and to be mindful of the physical and personal space of other members accessing the Club.

- 3.2 You must not engage in behaviour or conduct towards any other member, guest, employee or other person that TotalFusion considers unruly or inappropriate, including any behaviour or conduct that could be viewed as harassment, badgering, antagonising, taunting, threatening, abusive, aggressive, indecent, unsafe or unlawful. This includes, but is not limited to, your behaviour or conduct while at the Club but also extends to your behaviour or conduct outside of the Club that impacts any aspect of your Membership (including your interactions with other members on social media).

4. Our property

- 4.1 You must use all reasonable care when accessing the Club to ensure you do not cause any damage to our premises or property (including our exercise equipment).
- 4.2 You must ensure that you do not leave the Club with any items of our property, including the towels that we offer for hire or any other supplies.
- 4.3 We may require you to reimburse us for our reasonable costs in replacing items of our property or rectifying damage caused to our premises or property to the extent such replacement or rectification is caused by your failure to comply with these Member Rules or your Membership Agreement.

5. Drugs, alcohol and smoking

- 5.1 You must not consume alcohol at the Club unless it is purchased from or otherwise provided by us or a third party authorised by us, and only then in areas that we designate. In such circumstances:
- a. you must be of a legal drinking age (and have valid identification which must be provided upon request);
 - b. you must consume alcohol responsibly; and
 - c. you assume all risks associated with your alcohol consumption.
- 5.2 You must not under any circumstances use our equipment or engage in any activities provided as part of your Membership while under the influence of alcohol, except only to the extent we have permitted you to do so.
- 5.3 You must not bring in, sell or use any illegal drugs on our premises, including any anabolic steroids or other illegal growth-enhancing substances. You must not use our equipment or access any activities offered in connection with your Membership while under the influence of illegal drugs or any legal or prescribed drugs that may adversely impact or influence your ability to use such equipment or access such activities.

- 5.4 You must not smoke inside the Club, at nearby outdoor areas (including the surrounding car parks) or at any events that we hold at the Club or for members. This includes, but is not limited to, smoking tobacco or other substances or using electronic cigarette devices.

6. Media use

- 6.1 You are strictly prohibited from capturing any form of media (including photos and video) on any mobile phone, camera or other device capable of recording in any of the following areas of the Club:
- a. locker rooms;
 - b. pool, sauna, spa or steam room areas;
 - c. the creche; and
 - d. during group fitness classes.
- 6.2 You may take photos or videos in any public area of the Club (including the gym floor) solely for your personal use. However:
- a. you must not take photos or videos of any other member, guest, staff member or third party (including in such public areas) without first obtaining their express consent; and
 - b. you must ensure that your capturing of photos or videos does not cause any disruption to other members, guests, staff members or third parties.
- 6.3 Professional and commercial photography or videography is not permitted on our premises except where you have obtained our prior written consent. This includes, but is not limited to, any photography or videography taken to be used to generate personal profit or professional gain, or any other commercial purpose, such as to market or promote any external program, product or service and whether or not carried out with the use of professional set-ups or personal devices.

7. Use of exercise equipment

- 7.1 You must turn off, return or replace equipment (as applicable) to its original condition and location when you are not using it, even if only temporarily, and must allow other members to use equipment whenever you are not using it (including while resting between sets). Members are not permitted to reserve equipment, including by placing a towel, sign or note on the equipment.
- 7.2 You must follow all use instructions and safety procedures for equipment use advised to you by us (including by way of signs placed on or around the equipment). This includes, but is not limited to, using safety clips or stops on mechanical equipment and refraining from dropping free weights.

- 7.3 You must wipe down all equipment with sanitary wipes before and after using it.
- 7.4 You must not modify or attempt to modify any of our equipment from its intended use, and must not bring in any personal equipment (mechanical or otherwise) unless you have obtained our prior written consent (subject to any limitations or conditions that we may impose when giving that consent).
- 7.5 If you notice or suspect that any equipment or other item at the Club is damaged or defective, you must immediately stop using it and notify a member of our team as soon as possible.
- 7.6 We may change the exercise equipment provided on the gym floor from time to time at our discretion, provided that the equipment provided will always be suitable to enable you to exercise at the Club.

8. Group training

- 8.1 Certain group fitness classes require an advanced booking. You are not permitted to participate in these classes without a booking except where we otherwise allow where availability permits. The booking timetable can be found on the TotalFusion App and our website here: <https://totalfusion.com.au/fitness/timetable/>.
- 8.2 You must be in attendance and ready to participate in a group training class at the class start time specified in relation to the booking. If you can no longer attend the class, you may cancel up to six (6) hours before the class starts on our website or through the TotalFusion App. If you are not present by the class start time, we may give away your reserved spot to another member.
- 8.3 We may update the group training timetable (including class types, times and instructors) from time to time according to business needs and member interest, provided that any material changes to the group training classes that we offer as part of your Membership will be communicated in accordance with clause 9 (TotalFusion's right to make changes) of your Membership Agreement.

9. Sauna, spa and steam areas

- 9.1 For health, safety and hygiene reasons, members must shower before entering any sauna, spa and steam areas, and must have a towel when entering such areas. You must not, when accessing such areas:
 - a. engage in any exercise;
 - b. carry out any personal body care, including shaving or applying oils, creams or cosmetic products;

- c. be inappropriately dressed in relation to the particular area, including that you must not under any circumstances access such areas while not clothed or while wearing rubber suits or excessive clothing;
- d. cause disruption to others accessing the areas, including by making phone calls or playing audio without the use of headphones; or
- e. hang clothes to dry in the sauna or steam room or pour water on the sauna heater.

10. Wellness areas

- 10.1** Where you have a Wellness Add-On or access to wellness areas as part of your Membership, you acknowledge and agree that the facilities in the wellness areas (including pools, infrared saunas, recovery tools and other modalities) are monitored but may not always be staffed, so it is your responsibility to follow all use instructions and safety information provided to you to ensure that you use these facilities in a safe manner that does not put yourself or others in danger.

11. Contact and Personal Details

- 11.1** We will ask for your contact email address upon sign-up and will use this email address to contact you regarding matters connected with your Membership. You may opt-out from receiving non-essential email updates by replying and requesting to be unsubscribed.
- 11.2** You must inform us as soon as possible of any changes to your personal details as relevant to your Membership, including your email address, phone number, address or other similar information.

12. Use of CCTV

- 12.1** TotalFusion uses CCTV cameras for the safety and security of Members and Staff at all clubs. This is in use in areas such as the shared amenity spaces (like the café and reception areas), the gym floor and Group Training Studios. CCTV is not used in changing rooms or toilets.
- 12.2** By agreeing to a membership, a member acknowledges and consents to being recorded while on premises.