Membership Agreement

Effective date: Sept 2026

Agreement

Paddo Performance is a locally owned and operated 24-hour premium gym in Banksmeadow, Sydney. Supporting every training goal from beginner to elite.

We are excited to have you join us. This agreement sets out the terms and conditions of your membership, and we encourage you to read it carefully.

Our Details

Paddo Performance

> Paddo Pty Ltd ABN 73 303 753 123 trading as *Paddo Performance*
>
> **Email:** info@paddoperformance.com | **Phone:** 0424 144 214
>
> Referred to in this agreement as *we, us, our, ours, Paddo Performance.*

Gym Location: 22/13 15 Baker Street, Banksmeadow NSW 2019

Parking: Street parking available on Moore Street. Enter up the ramp on Moore Street to unit 22

Hours: Open 24 hours 7 days a week

Staffed Hours: are **weekdays** 7am to 7pm and **weekends** 7am to 1pm

You acknowledge having read and agreeing to these Terms and Conditions, and the attached Waiver and Release of Liability.

Accepted at checkout

❑ *By checking this box, I confirm I have read and agree to be bound by the Paddo Performance Membership Terms including the* ***Risk Warning and Release of Liability****, and Privacy Policy. I authorise Paddo Performance to set up an ongoing membership payment on the card provided.*

Onyx Legal

RISK WARNING & RELEASE OF LIABILITY

IMPORTANT: Please read this before you train.

You, as a member, provide this Waiver and Release of Liability to us, Paddo Performance.

When you check the box at checkout you are confirming that you have read and understood this document and voluntarily accept the risks of training at Paddo Performance, including during unstaffed hours. This document includes a **risk warning** and a **liability waiver** for **recreational activities** under the *Civil Liability Act 2002 (NSW)* (including sections 5M and 5N).

By consenting to this risk warning and liability waiver, we can continue to provide a quality gym with accessible times suited to you and your busy lifestyle. It is important you ensure you are actively mindful of your own health and safety, particularly as the gym equipment and our facilities are unsupervised and you can access these outside of our staffed hours.

When we make you aware of the risks associated with working out in a gym facility, you are assuming the responsibility for those risks. ***What this means*** is that if you injure yourself in our gym facilities, we have a defence to any claim that you may make against us.

We encourage you to seek independent legal advice if you have any questions.

1. Who This Applies To

This document applies to you whenever you use Paddo Performance, including the gym floor, equipment and facilities; and personal training, small group classes and coached lifting, whether during staffed hours or outside staffed hours.

2. Warning and Acknowledgement of Risk - *Civil Liability Act NSW 2002*

Exercise has real risks

You understand and accept that gym training and coaching can cause harm. Examples include:

- strains, sprains and tears
- back, neck, shoulder and knee injuries
- dropped weights, pinches/crush injuries, trips and falls
- dizziness, fainting, dehydration or heat illness
- worsening of an existing injury or condition
- serious medical events (including heart attack or stroke)

You understand that some risks may be obvious and can still cause serious harm, including permanent injury or death.

Access 24/7 and unstaffed hours

You understand and accept that the gym operates 24/7, and outside staffed hours it is completely unstaffed. That means:

- you may be training alone or with very few people nearby;
- help may not be immediately available if something goes wrong; and
- training heavy, attempting maximal lifts, or using equipment without a spotter can increase risk.

CCTV is for security

You understand the gym uses CCTV for security. CCTV is not live supervision or safety monitoring.

3. Your Responsibility and How You Agree to Train

You agree that you will:

- use equipment safely and as intended;
- follow manufacturer instructions and any reasonable directions given by staff/trainers during staffed hours;
- choose weights and training intensity that suit your ability and condition;
- not use equipment or attempt exercises you do not understand;
- take extra care during unstaffed hours; and
- not use the facilities during unstaffed hours if you are under 18 years of age.

If you are unsure how to use equipment, you agree not to use it until you have asked during staffed hours.

4. Medical Fitness Confirmation and When to Stop

You take responsibility for your own health and fitness, including any current medical conditions you may have. You confirm that you are fit to train. You agree that you will:

- not train if you are unwell, injured, or not able to exercise safely;
- stop immediately if you feel pain, dizziness, nausea, light-headedness or anything concerning; and
- get medical advice before starting (and as needed), especially if you have any medical condition, injury, pregnancy, or other health concern.

First aid / emergencies

If you are injured or become unwell at the gym, you authorise us (where staff/trainers are available) to arrange basic first aid and/or emergency help if needed, at your cost.

5. Liability Release / Waiver - *Civil Liability Act 2002* (NSW)

You agree not to make a claim

To the fullest extent permitted by law, you agree that you will not hold us responsible for any loss, damage, injury or death you suffer that arises from or is connected with your participation in the activities at Paddo Performance (including during unstaffed hours).

This includes where the harm is caused by our negligence, but only to the extent the law allows it to be excluded.

Legal effect under NSW law

You understand that:

- this document is a risk warning for recreational activities (including under section 5M of the Act); and
- by signing, you agree to a waiver that may exclude our liability for harm caused by negligence in relation to those recreational activities (section 5N of the Act), to the extent permitted by law.

Your Belongings

You are responsible for your belongings. To the fullest extent permitted by law, we are not responsible for anything that is lost, stolen or damaged at the gym.

6. Access, Security and Behaviour

Induction

You are required to complete your induction to the gym during staffed hours before you can use our facilities during unstaffed hours.

Your Digital Key Tag is for you only

You will be provided with a downloadable digital key tag via the Salto system, which is personal to you. You agree not to lend it, share it, or let anyone else enter using your access.

Unauthorised entry

PT-only clients are not permitted to be in the gym outside coached sessions unless they take up membership.

If you allow a non-member/unauthorised person to enter using your access (including by carelessness), you accept responsibility for the consequences connected with that unauthorised entry.

Gym rules

You agree to behave respectfully towards staff and other members and behave safely within the gym. You agree to follow the gym rules and policies displayed at the gym and/or on our website (as updated from time to time). Serious or repeated breaches may lead to suspension or cancellation of your access/membership.

7. Photos, Videos and Privacy

Promotional photos/videos (opt-out)

Unless you tell us in writing that you do not consent, you agree we may use photos or videos of you taken at the gym for marketing and promotion (including online), without payment to you.

You must obtain our prior written approval before filming or photographing within the gym for any personal or commercial purpose.

CCTV

You agree you may be recorded on CCTV. Footage may be accessed by authorised personnel and may be provided to authorities (including police) where appropriate.

8. Minimum Age

You must be at least 16 years and older to attend our facilities. For all members who are under 18 years of age, you and a parent or guardian must consent to your membership, including this RISK WARNING & RELEASE OF LIABILITY and our Terms and Conditions.

Terms and conditions

And the parties agree as follows:

1 **Type of Agreement**

1.1 This agreement sets out the terms and conditions of your membership at Paddo Performance. It is legally binding so please read it carefully.

1.2 For all members who are under 18 years of age, you and a parent or guardian must consent to your membership, including our RISK WARNING & RELEASE OF LIABILITY and these Terms and Conditions.

2 **Term**

2.1 This Agreement will start on the Commencement Date and continue, for the term of your chosen membership. We currently offer a minimum 12 month “All in 12” membership and a minimum 3 month “Flex” membership. “Casual Pass” members have 48 hours of access. See our website for more details.

2.2 Automatic renewal

(a) Your membership will automatically renew at the end of the term of your membership unless you cancel in writing two (2) weeks before your membership ends. We will give you notice before your membership is about to automatically renew.

2.3 Cooling Off

(a) We provide a cooling off period of seven (7) days provided you do not use the gym within that timeframe. You may cancel your membership by emailing us within that seven (7) day period. An Administration Fee may apply.

(b) The cooling off period commences when you apply and make your first payment for membership. As soon as you use our gym, the cooling off period expires, even if that is within the seven (7) days.

2.4 Pause

(a) You may suspend or put your membership on hold (pause) with at least seven (7) days’ written notice before your direct debit is due.

(b) You may pause your membership for 1 week at a time up to a maximum of four (4) weeks per calendar year.

(c) Please note that when your membership is on pause, you cannot cancel your membership.

3 **Membership Types**

3.1 We offer the different membership classes promoted via our website, which at the date of these terms and conditions include “All in 12”, “Flex” and “Casual Pass” memberships. Please see our website for further details.

3.2 Legacy and Friends & Family memberships (being memberships taken up before 1 July 2026 on our original or family rates) are no longer available. Existing Legacy and Friends & Family members continue on their existing rate, on these terms, until 30 September 2027, after which their membership will end unless they join a current membership.

3.3 We have agreements with personal trainers (PT) which permit them to bring their clients to use our facility. PT clients do not have membership benefits unless they purchase a membership. PT clients are not permitted to access the gym outside of coached sessions.

3.4 Your membership will commence when you have agreed to these terms and made your first membership payment and completed our induction.

3.5 For safety reasons, members who are under 18 years of age will only be permitted access to our facilities during staffed hours.

3.6 We reserve the right to deny entry, cancel or refuse membership, suspend the provision of services, and/or restrict access to the facilities, either temporarily or permanently, for any individual who breaches this agreement or our gym rules, engages in misconduct, cause damage to equipment, display inappropriate behaviour, uses drugs or alcohol, or acts in an unsafe manner. In certain circumstances, this may occur without prior notice or warning if we determine a contravention of this agreement or such behaviour has occurred.

3.7 We reserve the right to make updates to our membership inclusions and pricing and will notify you of any changes with at least four (4) weeks' written notice to you.

4 **Payment details and Direct Debit terms**

4.1 Your membership fees are due and payable, regardless of how often you choose to use the facilities or even if you do not access the facilities at all. Until your membership is properly cancelled or expires, you are liable for payment.

4.2 For all membership types other than Casual Pass membership:

(a) Membership fees are inclusive of card processing fees and GST.

(b) You authorise us to take regular membership payments debited fortnightly in advance through Stripe using your authorised credit card or debit account; you may also be required to accept Stripe's direct debit terms.

(c) You are responsible for the correctness of your account details; if you are unsure when your account will be debited, please ask your financial institution.

(d) It is your responsibility to ensure adequate funds are in the nominated account; if there are insufficient funds, you may be charged a fee or interest by your financial institution.

(e) If a payment falls on a day that is not a banking day, we may debit your account on the following banking day.

(f) You agree to pay to us a **Failed Debit fee** of $10 each time a direct debit fails, and you may be required to arrange for payment to be made by another method or for sufficient funds to be available so the debit can be re-processed.

4.3 Disputes over payment

(a) You should check your statements to confirm that the amounts debited are correct.

(b) You agree not to dispute or reverse a valid debit with your financial institution without first contacting us to resolve the issue. If you believe your account has been incorrectly debited, contact us at info@paddoperformance.com as soon as possible.

(c) If a debit has been made incorrectly, we will reimburse you promptly via the same payment method used, and if found to be correct we will give you our reasons in writing.

(d) If your membership has ended, you are responsible for any amounts properly owing up to the end date, but you do not need to take any separate step to stop future debits; we will stop debits once your membership ends and all amounts owing are paid.

4.4 Suspension for non-payment:

(a) Your weekly access will continue as long as your payments are kept up to date.

(b) Your membership may be suspended if your payment fails twice.

(c) We will provide you with three (3) days notice to remedy non-payment before suspending or cancelling your membership.

(d) You agree to pay an **Administration Fee** of $40 when restarting a cancelled membership.

(e) Cancellation will be in accordance with this agreement, either by you or us.

4.5 We reserve the right to increase our fees from time-to-time and will provide at least four (4) weeks' written notice to you.

5 Digital Key Tags

5.1 Once you are a member with us, you will receive a downloadable digital key tag via the Salto system. The key tag gives you access to our facilities.

5.2 You acknowledge and agree that your digital key tag is not to be shared with any other person, including non-members or other members alike.

5.3 If you share your key tag against the terms of this agreement, or grant access to our facilities to a non-member, you will be charged $100 per visit per person on top of your membership fees, to cover our additional insurance expenses.

5.4 If you share your key tag or grant access to a non-member more than once, you will also be denied access for a period of fourteen (14) days and then for any subsequent or repeated sharing, we may cancel your membership.

5.5 We will notify you of the improper use and if believe you have a reasonable explanation, we invite you to explain. Our decision is final and we may resort to CCTV footage for confirmation of our decision.

6 Facilities

6.1 We reserve the right to remove, delete or replace equipment and/or services at the gym without notice and we reserve the right to vary equipment, services and hours of operation. Our goal is to always keep our equipment in top working condition.

6.2 You acknowledge and agree that our gym equipment and services are available on a “first come, first served” basis and you may have to wait for another member to finish using the gym equipment before you can use it. Our memberships are limited to 100 members only with the aim of ensuring you have reasonable access to facilities.

6.3 You understand and acknowledge we may be closed for maintenance or unforeseen circumstances, from time to time. We will update members as much as possible, in these circumstances.

6.4 If you note an issue with any of the gym equipment, please notify our staff during staffed hours, or put your concerns in writing to us.

7 Confidentiality, Privacy and Intellectual Property

7.1 You agree to respect the privacy of other members and to keep confidential any personal or confidential information shared with you through your membership.

7.2 We collect personal information, and some health information, to provide your membership, screen for safety, process payments and run the facility. We handle your information in line with our Privacy Policy, which can be found at https://paddoperformance.com.au/privacy-policy.

7.3 Any program materials, content or processes we provide remain our intellectual property. You may use them for your own training but not for any commercial purpose, and you must not copy, share or distribute them to others.

8 Security Cameras

8.1 For security, you acknowledge and consent to being recorded by CCTV during your gym session.

8.2 Please note that all CCTV recordings are only accessible by authorised staff and are of the main facility area including the entrance. No bathroom or change facilities areas are recorded.

8.3 These recordings may be used to verify your membership is being used properly.

9 Consumer Guarantees

9.1 Nothing in this agreement excludes, restricts or modifies any of your non-excludable rights. Where our services come with a non-excludable guarantee, and that guarantee is breached, our liability is limited (where the law allows us to limit it) to supplying the services again or paying the cost of having them supplied again.

10 Suspension and Termination

10.1 To cancel your membership:

(a) you must email us at info@paddoperformance.com and complete our cancellation request form (we will send you the form in reply if you have not already completed it). We do not accept cancellations by text message, social media, phone or in person;

(b) your cancellation takes effect two (2) weeks after the date we receive your email (**Notice Period**). You may continue to use our facilities during the Notice Period, and any membership payment falling due during the Notice Period will be debited; and

(c) the Notice Period applies to all memberships, including Legacy and Friends & Family memberships, once you have completed the minimum term of your membership, including “All in 12” memberships after the first 12 months.

10.2 If you wish to cancel your “All in 12” membership before the end of 12 months, you may do so by following the process in clause 10.1(a), and an **Early Exit Fee** will apply.

(a) The **Early Exit Fee** is the greater of 25% of your remaining membership payments or 4 weeks of membership fees. Your membership and access to the gym will end once payment of the Early Exit Fee has been received.

(b) We may waive or reduce the **Early Exit Fee** if you cannot continue your membership due to genuine injury or illness supported by an unambiguous medical certificate, or a permanent move, or real financial hardship.

10.3 We may suspend or terminate your membership if:

(a) your conduct presents a safety risk to yourself, staff or other members;

(b) you repeatedly breach your obligations under this agreement;

(c) you do not pay any monies due, within seven (7) days of making a demand for payment.

(d) Where possible, we will provide you with notice to remedy any breach of this agreement before suspension or termination, however we may act immediately in cases of serious misconduct or safety risk.

10.4 If your membership is suspended for breach, the period of suspension will be included in the term of your membership and will not extend the term of your membership beyond the original expiry date.

10.5 If your membership is terminated for breach:

(a) membership fees paid up to the date of termination are not refundable; and

(b) your access will end on the date of termination.

10.6 Your non-excludable rights are not affected by the provisions of this clause.

11 **Dispute Resolution**

11.1 If a dispute arises between the parties in connection with this agreement (**Dispute**), a party must not commence legal proceedings (other than for urgent interlocutory relief) unless it has first complied with this clause 11.

11.2 A party claiming a Dispute has arisen must give written notice to the other party specifying the nature of the Dispute (**Dispute Notice**).

11.3 Within 5 Business Days of receipt of a Dispute Notice, the parties' authorised representatives must meet (in person or by video conference) and attempt to resolve the Dispute in good faith.

11.4 If the Dispute is not resolved within 10 Business Days of the Dispute Notice (or such longer period as the parties agree), either party may refer the Dispute to mediation administered by the Australian Disputes Centre in accordance with its mediation guidelines. Each party will bear their own costs of the dispute and share equally in the costs of the mediator and any required venue.

11.5 If the Dispute is not resolved by mediation within 30 days of the referral to mediation, either party may commence legal proceedings.

12 **General**

12.1 **Changes to these terms -** We may update this agreement from time to time and will give you at least 30 days written notice of any change that affects you. Where a change increases your fees or materially reduces your rights, you may cancel without penalty before the change takes effect.

12.2 **Notices -** Written notices to us should be sent to info@paddoperformance.com. We will send notices to the contact details you give us.

12.3 **No Waiver -** If we allow you extra time or do not enforce a right immediately, that does not waive our rights under this agreement.

12.4 **Entire Agreement** – This agreement and any documents specifically referred to in it, contain the entire agreement between the parties and supersede all prior agreements and understandings, whether oral or written, relating to the subject matter of this agreement.

12.5 **Assignment** – Your membership is personal to you and cannot be assigned or transferred. We may assign our rights and obligations under this agreement if we change ownership of Paddo Performance.

12.6 **Severability** - If any part of this agreement is found to be invalid or unenforceable, that part is severed and the rest continues to apply.

12.7 **Governing Law** - This agreement is governed by the laws of New South Wales, and you submit to the jurisdiction of the courts of New South Wales.

12.8 **Signing** - This agreement, together with our Privacy Policy and any membership application, direct debit authority and gym rules, forms the entire agreement between us.

13 **Definitions and Interpretation**

13.1 In this agreement, words set out in the Schedule have the corresponding meaning and the same meaning in these terms and conditions.

13.2 Interpretation – in this agreement, unless the context requires otherwise:

(a) if a word or phrase is defined, then other grammatical versions of the word or phrase will have the corresponding meaning;

(b) words in the singular include the plural and vice versa;

(c) 'includes' and similar words mean includes without limitation;

(d) a reference to this agreement includes all parts of the agreement and any amendments made in writing;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure of this agreement;

(f) headings are for convenience and do not affect the interpretation of this agreement;

(g) a reference to a natural person includes a body corporate, partnership, joint venture, association, corporation, government or other body or other legal entity;

(h) a reference to a party includes that parties' directors, officers, employees, legal personal representatives, successors and assigns; and

(i) a reference to currency or monetary figure means Australian dollars.

End.

Annexure A – Membership Fees

Termination Fee	2 - 4 weeks
Bank Dishonour Fee	$10