

Membership Application

Details

Applicant Details	
Name:	
Address:	
Mobile:	
Email:	
Emergency Contact	
Emergency Contact:	
Emergency Number:	
Health Background Screening	
Do you suffer from a heart condition or have ever had any form of heart disease, previously suffered a heart attack, or have a family history of heart disease?	<input type="checkbox"/>
Do you experience any pain while undertaking physical activity or exercising?	<input type="checkbox"/>
Have you ever experienced faintness, dizziness, shortness of breath, or experienced a loss of balance while undertaking physical activity or exercise?	<input type="checkbox"/>
Do you have any other medical condition or injury, currently taking medication, or know of any other reason that would prevent you from exercising?	<input type="checkbox"/>
Please provide additional information if you answered yes to any of the above questions.	

Membership

Select your membership type:

Membership:	Weekly Fees	Please Tick Below
Bronze - Hiking	\$40 per month	<input type="checkbox"/>
Silver - Hiking	\$65 per month	<input type="checkbox"/>
Gold - Hiking	\$120 per month	<input type="checkbox"/>
Bronze - Fitness	\$80	<input type="checkbox"/>
Silver - Fitness	\$160	<input type="checkbox"/>
Gold - Fitness	\$240	<input type="checkbox"/>
Platinum - All Services	\$300 per month	<input type="checkbox"/>
Hiking Add On	\$40 per month	<input type="checkbox"/>

Payment

Select how you will pay for the Membership (either by payment of direct debit or credit card)

Payment Type	Please Tick Below
Credit Card	<input type="checkbox"/>
Direct Debit	<input type="checkbox"/>

Payment Details

Credit Card Details	Bank Account Details
• Visa • Mastercard Credit Card Number: _____ Expiry Date: ____/____ CVV: _____ Name on Card: _____	Name: _____ BSB: _____ Account Number: _____

Signature:

I wish to apply for Membership in accordance with the Membership Application set out above and the Terms and Conditions below.

Signature: _____ Name: _____ Date: _____

Signed in the presence of:

Signature of witness: _____ Name of witness: _____

Hiked

Membership Terms and Conditions

These Terms and Conditions govern your Membership with Hiked, which is operated by Southvine Group Pty Ltd ACN 624 576 950 ("Hiked", "we", "our", "us") and your right to any Member Benefits that we make available to you, during the Term of your Membership.

Please read these Terms and Conditions carefully before applying for and using your Membership.

The parties agree:

1. APPLYING FOR MEMBERSHIP

- 1.1 Membership is only available to, and may only be used by, individuals who can form legally binding contracts under Applicable Law. If you do not qualify, please do not submit a membership application to us or use the Membership.
- 1.2 You may register to become a Member by submitting an application form and following the registration process as found on the Website or as made known to you by us.
- 1.3 As part of the registration process we will validate your personal information. You consent to the use, collection and disclosure of your personal information in accordance with our Privacy Policy.

2. WHEN DOES YOUR MEMBERSHIP START?

- 2.1 Once your application has been approved by us and upon receipt of your first payment of the Fees, you will be granted Membership.
- 2.2 We reserve the right to accept or decline any membership application in our sole discretion.
- 2.3 You are required to keep your personal information provided to us current and accurate at all times.

3. UNDERSTANDING OUR MEMBERSHIP

- 3.1 We offer Memberships to our hiking packages and fitness packages as follows.

3.2 Hiking Package Memberships:

Please refer to the schedule attached to the website for membership details. There are 4 possible memberships available with different entitlements. Bronze, Silver, Gold and Platinum level.

3.3 Fitness Package Memberships:

Please refer to the schedule attached to the website for membership details. There are 4 possible memberships available with different entitlements and there is the ability to add the Silver Hiking membership to your fitness membership for only \$40 extra per month.

- 3.4 Choose a Membership which best suits you. Memberships may be combined for a discount. All Membership options will continue to run post the Minimum Term month to month until you cancel it. To ensure your Membership does not continue past your Minimum Term you must give us written notice within the current term.
- 3.5 If you have a query about your Membership please get in touch with us today.

4. MEMBER BENEFITS

- 4.1 In consideration of your payment of the Fees and your compliance with these Terms and Conditions, we agree to provide to you with access to the Membership Benefits associated with your Membership as specified on the Website from time to time. We may suspend, vary or withdraw any of the Membership Benefits without notice.
- 4.2 All Member Benefits are subject to availability and other terms and conditions which may be imposed by us.
- 4.3 Membership Benefits are available to Members only and cannot be sold, transferred, assigned or otherwise dealt with except with our written consent.

5. PAYMENTS

5.1 Fees

You agree to pay the Fees for your membership as follows:

- (a) the Initial Fee associated with your Membership on or before the commencement of your Membership;
- (b) the Monthly Fee associated with your Membership monthly in advance during the term of your Membership by the payment methods we make available on the Website or as otherwise made known to you.

The Fees payable by you will be the then current fee as stated in these Terms and Conditions or as provided by us at the time you apply for Membership or upon renewal of a further Term. If we provide you with a discount, the fees will be adjusted accordingly.

5.2 Late Payment

If you fail to pay any amount when due under these Terms and Conditions, you acknowledge that we may in our discretion:

- (a) suspend your Membership and access to any Membership Benefits, and we will not be responsible for any Loss suffered by you because of this; and/or
- (b) charge you interest calculated at 12% per annum which shall accrue daily and compound monthly in respect of the overdue amount from the due date for payment up to the date of actual payment of all amounts owed.

5.3 Direct debit

If you choose to pay any fees to us via a direct debit arrangement, then you irrevocably authorise us to debit the fees during the term from your nominated bank account/credit card/debit card ("Nominated Account"), on or about the due date for payment without notice. You must ensure that the Nominated Account details are up to date at all times and you must notify us in the event that the details are no longer current, and provide replacement details.

5.4 General

If we permit you to pay by a payment method that causes us to incur any merchant or transaction fees, we reserve the right to pass these fees on to you.

You must pay all fees and other amounts without set-off or claim under any circumstances, including if a dispute exists in relation to the Membership.

You must pay us immediately on demand payment of all costs incurred by us in collecting any outstanding amounts, including legal fees on a solicitor own client basis.

Unless otherwise indicated, amounts payable to us include GST.

To the extent permitted by law, all fees are non-refundable under any circumstances.

6. MEMBERSHIP OBLIGATIONS

You must meet your responsibilities, including payment on time of all Fees during the Term of your Membership.

As a Member you agree:

- (a) to not abuse to misuse the Membership or any Membership Benefits;
- (b) to not provide us with false, inaccurate or misleading information (or act in such a way);
- (c) to ensure that you exercise properly;
- (d) to not commit theft of any kind;
- (e) to notify us immediately if you suffer any health-related condition or if any information you have provided to us has changed;
- (f) to act in accordance with any Membership rules that we give you or make available from time to time; and
- (g) to not rely on any advice given to you by a trainer.

7. MEMBERSHIP CANCELLATION

7.1 Cancellation by us

We may cancel your Membership, immediately, at any time by written notice to you if:

- (a) you fail to pay any fees when due under these Terms and Conditions;

- (b) we reasonably believe that your actions may cause legal liability for us or for our other Members;
- (c) we reasonably believe that your conduct, acts or omissions threatens, interferes or impacts upon the integrity or credibility of the Membership or us;
- (d) you cease to be a Member; or
- (e) you are in breach of any term of these Terms and Conditions and:
 - (i) fail to rectify the breach upon being given 14 days' written notice to do so; or
 - (ii) the breach is unable to be rectified.

7.2 Cancellation by you

You may cancel your Membership at any time on giving us 14 days' written notice. If you cancel before the expiry of the relevant Minimum Term associated with your Membership there will be a cancellation fee calculated at the remaining amount owing on your contract (had you not cancelled it early).

You may also cancel your Membership immediately if we are in breach of any term of these Terms and Conditions and fail to rectify that breach upon being given 30 days' written notice to do so. If you feel that we are in breach of these Terms and Conditions please contact us.

7.3 Effect of termination

Upon termination of your Membership (where we are not at fault), all amounts payable by you to us become immediately due and owing. For the avoidance of doubt, no refunds of the fees will be provided in the event of the early termination of your Membership.

7.4 Survival

- (a) Any provision of these Terms and Conditions which, by its nature, would reasonably be expected to be performed after the termination, shall survive and be enforceable after such termination.
- (b) Termination of these Terms and Conditions shall be without prejudice to the rights and liabilities of the parties which arose prior to the termination.

8. CHANGES TO YOUR MEMBERSHIP

- (a) We may amend these Terms and Conditions from time to time on giving you at least 14 days written notice. This includes without limitation our right to increase any fees.
- (b) In the event these changes to the Terms and Conditions impose unfair conditions on you, please get in contact with us and we may offer you a pro-rata refund. This decision will in our sole discretion acting reasonably.

9. EVENTS

9.1 As part of your Membership we may provide you with events that are able to be booked through third party platforms and API including Eventbrite (www.eventbrite.com.au). These events are subject to these Terms and Conditions and any other terms and conditions that we make known to you.

10. INTERNATIONAL ACTIVITIES

10.1 We may from time to time partner with organisations that offer hikes, tours and other events outside of Australia ("International Activities") and we may feature these International Activities on our Website. You acknowledge and agree that:

- (a) the International Activities are provided by an unrelated third party and we are not the operator nor provider of any such International Activities;
- (b) we are not a party to the contract between you and the operator of the International Activities;
- (c) we have no control over the conduct of third party operators, travellers or other users of the third party platforms or any International Activities;
- (d) all International Activities are subject to the terms and conditions of the third party operator;
- (e) your legal rights in connection with the provision of the International Activities are against the specific third party operator and not us. Specifically if, for any reason, any operator is

unable to provide an International Activities for which you have contracted, your rights are against that operator and not against us;

- (f) payment and other terms will be as stated on the third party platform; and
- (g) the information provided on the third party platform is not provided by us and we accept no responsibility for it.

10.2 Please note that as stated above, the International Activities through third party platforms are provided by unrelated third parties, and we cannot and do not control the content we publish in respect of the International Activities and have no control over the International Activities. We are not responsible for, and disclaim any and all liability related to any and all International Activities. Accordingly, any International Activities booked will be made at your own risk.

11. DISCLAIMER

11.1 We provide the Membership and any Membership Benefits on an “as is” basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Membership and any Membership Benefits that are not expressly set out in these Terms and Conditions to the maximum extent permitted by law.

11.2 Our staff and contractors are not medically trained. They are not qualified to assess whether you can access a gym or perform activities without risking your health, safety or comfort. You should not rely on any information given to you by us, and it is in no way intended to replace advice from a professional doctor, dietician or otherwise to be a substitute for professional medical advice. If you have any doubts we urge you to seek expert advice before starting any exercise.

11.3 Any programs provided are opinion only and has been considered in the context of certain conditions and subject to assumptions that cannot necessarily apply to an individual cause or particular circumstance. Any program materials or advice may not and should not be used or relied upon for any purpose other than general educational purposes. Without limiting the foregoing, all information provided by us is general in nature and we do not make any representation or warranty as to the currency, accuracy, reliability or completeness of it nor that the use of the Membership will provide any specific results.

11.4 This disclaimer applies to the fullest extent permitted by law and shall survive any termination or expiration of these Terms and Conditions.

12. WAIVER AND RELEASE

12.1 In consideration of Hiked allowing you to hold Membership and participate in the Member Benefits, you acknowledge, understand and are aware that:

- (a) you have voluntarily chosen to participate in training activities provided by Hiked including any Member Benefits; and
- (b) there are inherent risks in all aspects of physical training and you acknowledge that you have been informed of the possible strenuous nature of the training and the potential for undesirable physiological results including, but not limited to, abnormal blood pressure, muscle soreness, fainting, heart attack and/or death.

12.2 You acknowledge and understand that while participating in activities organised by Hiked:

- (a) you may be injured, physically, emotionally or mentally, or may die;
- (b) your personal property may be lost or damage;
- (c) other persons participating in such activity may cause you injury or may damage your property;
- (d) you may cause injury to other persons or damage their property and be liable for that;
- (e) the conditions the activity is performed in may vary without warning;
- (f) there may be no or inadequate facilities for treatment or transport if you are injured; and
- (g) you assume the risk and responsibility for any injury, death or property damage resulting from your participation in any activity organised by Hiked.

12.3 You acknowledge and agree that:

- (a) in the event that you are injured or personal property is damaged, you agree to waive any and all claims, legal or otherwise that you have or may have against us in respect of that injury or damage;
- (b) you agree to release us from any and all liability for:
 - (i) any Loss, injury (including death or illness) or theft of property that you suffer as a result of your participation in any Member Benefits or the Membership, including participation in programs, activities or services provided by us or use of any of our equipment in connection with the Membership due to any cause whatsoever including negligence, breach of contract or breach of any statutory or other duty of care; and
 - (ii) any damage to the property of or personal injury to any third party, resulting from your participation in the Member Benefits or the Membership; and
- (c) this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time by you against us arising out of or as a consequence of your participation in any Member Benefits or the Membership.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Terms and Conditions is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the ACL, or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.

13.2 Where any law (including the ACL) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, our liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to the supply of the services again, or the payment of the cost of having them supplied again.

13.3 Subject to the other terms of this clause, our liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for economic loss, or for personal injury or other damage) arising under or in connection with these Terms and Conditions:

- (a) is excluded for:
 - (i) any direct, indirect, incidental, special, consequential or exemplary damages that may be incurred by you, howsoever caused and under any theory of liability including but not limited to loss of profit, loss of goodwill or business reputation, loss of data, costs of procurement of substitute goods or services, or other intangible losses;
 - (ii) any reliance placed on the Membership or the Membership Benefits including any information provided by us to you in connection with the Membership;
 - (iii) any Loss, injury (including death or illness) or theft of property you suffer as a result of your participation in any Member Benefits or the Membership, including participation in programs, activities or services provided by us or use of any of our equipment in connection with the Membership, due to any cause whatsoever including negligence, breach of contract or breach of any statutory or other duty of care;
 - (iv) any damage to the property of or personal injury to any third party, resulting from your participation in the Member Benefits or the Membership; or
 - (v) any service that we provide in connection with the Membership;
- (b) is limited, insofar as concerns other liability, to the greater of:
 - (i) the lowest amount permitted by law; or
 - (ii) the total money paid to us under these Terms and Conditions in the one month period preceding the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).

14. INDEMNITY

14.1 You agree to indemnify us from and against all Losses, claims, expenses, damages and liabilities

(including any direct, indirect, special or consequential losses) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses which arise out of:

- (a) any breach of these Terms and Conditions by you, including any failure to pay any fees on time;
- (b) your use of the Membership and the Membership Benefits;
- (c) any Loss, injury (including death or illness) or theft of property you suffer as a result of your participation in any Member Benefits or the Membership, including participation in programs, activities or services provided by us or use of any of our equipment in connection with the Membership, due to any cause whatsoever including negligence, breach of contract or breach of any statutory or other duty of care;
- (d) any damage to the property of or personal injury to any third party, resulting from your participation in the Member Benefits or the Membership;
- (e) the use or reliance on any information provided by us to you;
- (f) connection with information provided by us to you;
- (g) any claims made by third parties against us arising directly or indirectly out of the provision of the Membership and/or the Membership Benefits;
- (h) the enforcement of these Terms and Conditions; and
- (i) any negligent, fraudulent or criminal act or omission of yours.

15. FORCE MAJEURE

- 15.1 If we are rendered unable, wholly or in part, by Force Majeure to carry out or observe any of our obligations under these Terms and Conditions, we shall give you prompt written notice providing full details of the Force Majeure.
- 15.2 Our obligations under these Terms and Conditions, to the extent affected by Force Majeure, will be suspended and no claim by you will avail by reason of such Force Majeure provided that we, to the extent practicable, takes all reasonable steps to remove the Force Majeure as soon as possible. We may require your assistance to overcome the Force Majeure and you must provide all reasonable assistance promptly.
- 15.3 For the avoidance of doubt, we shall not be liable for any Loss suffered by you as a result of Force Majeure.

16. GENERAL PROVISIONS

- 16.1 No party has relied on any statement, representation, assurance or warranty made or given by any other party, except as expressly set out in these Terms and Conditions.
- 16.2 These Terms and Conditions are governed by the laws of Victoria and the Commonwealth of Australia which are in force in Victoria. The parties submit to the jurisdiction of the Courts of Victoria, relevant Federal Courts and Courts competent to hear appeals from them.
- 16.3 These Terms and Conditions contains the entire understanding and agreement between the parties as to the subject matter of these Terms and Conditions.
- 16.4 If a provision of these Terms and Conditions are void or unenforceable it must be severed or read down to the extent necessary from this document and the provisions that are not void or unenforceable are unaffected by the severance.
- 16.5 Your Membership is non-transferable unless we permit it in writing. You agree that these Terms and Conditions and all incorporated agreements may be assigned by us upon giving you written notice.
- 16.6 Should you have a complaint please talk to us first so that we can assist you.

17. DEFINITIONS & INTERPRETATION

17.1 Definitions

In this document unless inconsistent with the context or subject matter:

- (a) **"ACL"** means the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth));

- (b) **"Applicable Laws"** means all legislation, orders, by-laws, regulations and codes made thereunder in any way governing or affecting the Services;
- (c) **"Commencement Date"** means the date in which we approve your membership application and agree that your Membership will commence;
- (d) **"Force Majeure"** means any delay or inability to perform or breach of these Terms and Conditions which is directly or indirectly caused by circumstances outside of our reasonable control;
- (e) **"GST"** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (f) **"Initial Fee"** means the fee payable upfront for your Membership (if applicable);
- (g) **"Loss"** means any loss, liability, cost (including legal costs on a solicitor own client basis), charge, expense, tax or damage of any nature whatsoever, including lost profits, loss of goodwill, loss of business, loss of production and any other special, incidental, exemplary, compensatory or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence);
- (h) **"Member"** means a person who holds a Membership;
- (i) **"Membership"** means a Members membership with Hiked;
- (j) **"Membership Benefits"** means those benefits granted to Members in accordance with clause 3;
- (k) **"Monthly Fee"** means the Fee payable monthly in advance in respect of your Membership;
- (l) **"Fees"** means those fees payable by you for the Membership in accordance with clause 5;
- (m) **"Privacy Policy"** means our privacy policy, as updated by us from time to time;
- (n) **"Term"** means the term of these Terms and Conditions commencing on the Commencement Date and continuing unless and until they are terminated;
- (o) **"Terms and Conditions"** means these Membership Terms and Conditions; and
- (p) **"Website"** means our website accessible at www.hiked.com.au and as updated from time to time.

17.2 INTERPRETATION

In this document, unless inconsistent with the context or subject matter:

- (a) a reference to a person includes any other legal entity and vice versa;
- (b) words importing the singular number include the plural number and vice versa;
- (c) a reference to a party includes the party's heirs, executors, successors and permitted assigns;
- (d) headings are for reference purposes only and must not be used in interpretation;
- (e) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (f) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- (h) a reference to a monetary amount is a reference to an Australian currency amount;
- (i) an obligation of two or more parties binds them jointly and each of them severally;
- (j) an obligation incurred in favour of two or more parties is enforceable by them severally;
- (k) references to time are to local time in Victoria;
- (l) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;

- (m) a reference to a business day means any day on which trading banks are open for business in Victoria;
- (n) if any time period specified in this document expires on a day which is not a business day, the period shall expire at the end of the next business day; and
- (o) a reference to a month means a calendar month.