

## Terms and Conditions: Club Lime Flex App

This is an important document which affects your legal rights and obligations. Before commencing your Flex Visit Pass with us you must read the following Terms and Conditions. By purchasing a Flex Visit Pass, you confirm you have read, fully understand, and agree to abide by the following Terms and Conditions

These Terms and Conditions govern your rights and responsibilities as a Flex Visit Pass Member while using Club Lime facilities. Each member is responsible for complying with the rules set out in this document and in club.

We may communicate with you via telephone calls, SMS, or email from time to time. This communication may continue for up to 24 months after your Casual Pass expires unless you opt out.

1. Flex Visit Passes can be used at Club Lime locations only. They are not valid within any other brand owned by VIVA Leisure.
2. Your Flex Visit Pass will work the same way as a Multi Club Membership. You will still be required to select your Home Location prior to purchasing.
3. Prices of Flex Visit Passes will vary depending on the number of days purchased (1x day/7x days/14x day/30x days).
4. Flex Visit Passes are non-refundable.
5. Flex Visit Pass entrants must be fit for exercise prior to using the club and its facilities. You must not undertake exercise within a Club if you are carrying an injury or if it is contrary to advice received from a medical practitioner.
6. Minimum Age to purchase a pass is 18 years old.
7. Your Flex Visit Pass will activate effective immediately from the date of purchase. From there, access to the Club will be permitted via the App.
8. Your Flex Visit Pass will expire automatically at 11:59pm on your final day of access. Expiry date will vary depending on the type of pass purchased (1x day/7x days/14x day/30x days).
9. The App will show the status of your pass allowing casual users to view the number of days remaining along with the date the pass will expire.
10. You will have unlimited access to all Club Lime gyms while your Flex Visit Pass is active.
11. When your pass expires, the option to renew/purchase a new pass will be available for up to 6-months.
12. Flex Visit Passes cannot be set to cancel.
13. Suspensions cannot be applied to Flex Visit Passes.
14. Your Flex Visit Pass entitles you to access and use all Club Lime locations and their facilities in accordance with these policies. You must have a valid Pass for admission to the Club to be granted.
15. Entry to the Club is subject to availability and we reserve the right to refuse entry to any member/guest/casual user at any time.
16. Group Fitness classes can be booked via the Flex App. Please note some classes may be excluded at specific locations.
17. You acknowledge that anything of value you bring onto the premises of any Club is at your own risk. We strongly recommend that you do not take bags/anything of value onto the gym-floor. Personal items should be stored in a safe place.
18. We have no responsibility to provide you with a secure place to store personal belongings and do not accept any responsibility for items which are lost, misplaced, or stolen from within or outside of the lockers or any other area of the gym.
19. Lockers are provided for convenience within some Clubs; however, you agree that these lockers are not secure and that we do not represent them as being secure. Lockers can only

be used while in the gym, items cannot be stored there overnight/outside of the hours you use the Club.

20. Bags cannot be taken onto areas dedicated to exercise and appropriate footwear/exercise attire must be worn at all times.
21. Casual Members/Users are not permitted to bring or allow a non-member into the Club without Staff permission or outside of staffed hours when the Club is not formally open. If you breach this clause, you accept responsibility and liability for any injury, loss or damage attributed to the non-member.
22. Granting non-member access may result in \$100 fine being incurred as well as your casual pass being cancelled.
23. Your Flex Visit Pass is conditional on your compliance with the terms set out in this document and your compliance with Club Lime Rules. We reserve the right to cancel your Flex Visit Pass effective immediately should we feel our terms of usage are not being adhered to.
24. You hereby release and indemnify us, our respective officers, affiliates, agents, Staff, employees, contractors and other participants, with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from our negligence or otherwise, that may arise out of or in connection with your use any of the equipment or the facilities provided by us, your participation in any activity, or any incident that occurs while using the Club or participating in any activity.
25. To the extent permitted by law, we hereby exclude any liability to you for any injury, loss or damage to you or your property sustained by you or any other person for any costs, charges and expenses incurred by you arising from or in connection with this Agreement and/or the services provided by us and including any act or omission by us.
26. You agree that the information which we collect and retain about you can be used in accordance with our Privacy Policy and that those terms are incorporated herein by reference. Our Privacy Policy is available at: [vivaleisure.com.au](http://vivaleisure.com.au)