NEON BOXING ACADEMY PTY LTD - TERMS OF SERVICE

1. DEFINITIONS

1.1. **Agreement**
These Terms & Conditions, together with the Membership Application, form the "Membership Agreement" between you and Neon Boxing Academy Pty Ltd.

1.2. **Member / You / Your**
The term "member" means the person registered as a member of Neon Boxing Academy. The terms "you" and "your" refer to the member and, where the member is under 18 years of age, their parent or guardian as applicable.

1.3. **We / Us / Our**
The terms "we", "us" and "our" mean Neon Boxing Academy Pty Ltd.

1.4. **Guest**
The term "guest" means any person who attends our facilities but is not a member.

1.5. **Facilities**
The term "facilities" means any premises, training facility or location operated by Neon Boxing Academy.

1.6. **Membership Fees**
The term "membership fees" means the fees payable for your selected membership, as notified to you from time to time in accordance with these Terms & Conditions.

1.7. **Minimum Term**
The term "minimum term" means any minimum membership period applicable to your selected membership, as specified in your Membership Application.

1.8. **ACL**
The term "ACL" means the Australian Consumer Law.

2. MEMBERSHIP

2.1. By signing the Membership Application, you agree to be bound by these Terms & Conditions.

2.2. If you are under 18 years of age, a parent/guardian must complete the Membership Application and Direct Debit Authority through Worldpay for Platforms (formerly Payrix) on your behalf.

2.3. If the Terms & Conditions differ from anything you are told at the facilities or over the phone, these Terms & Conditions will apply unless we provide you with written confirmation otherwise.

2.4. We may update these Terms & Conditions, rules, services, or fees from time to time. Where a change is material or may significantly impact your rights or obligations (including any increase to your fees or change to the amount or timing of your direct debit), we will provide notice directly to you by email or other written communication. For changes that do not affect fees or billing, we may also give notice by signage at our facilities or on our website. You may cancel your membership within fourteen (14) days of receiving notice of a material change, without penalty and without any further minimum–term fees becoming payable, whether or not you are within a minimum term. If you continue using our facilities after changes take effect, this will be deemed to be acceptance of those changes. Please revisit these Terms & Conditions each time you use our website.

3. MEMBERSHIP FEES

3.1. Membership fees are paid in advance via direct debit from your nominated bank account or credit card through Worldpay for Platforms. Pay-as-you-go fees (e.g. Casual Sessions) are also processed through Worldpay for Platforms. By agreeing to these Terms & Conditions, you authorise Worldpay for Platforms to debit your nominated account.

3.2. From 1 October 2026, standard payment processing costs for membership payments are included in your membership fees. We do not apply any surcharge to payments made by eligible debit, prepaid or credit card. Worldpay for Platforms may charge additional fees where applicable, including fees related to failed or dishonoured payments.

3.3. You are responsible for ensuring sufficient cleared funds are available in your nominated account. If a payment is returned unpaid, Worldpay for Platforms may charge a failed payment or dishonour fee. Consecutive failed payments may result in debt collection. If your account is in arrears, we may, at our reasonable discretion, suspend your direct debit arrangement and require payment of the arrears

and/or the remaining minimum term in full within a period determined by us.

3.4. You must advise us in writing of any changes to your nominated payment account or card, including if an account is being transferred or closed or a card number or expiry date changes, at least fourteen (14) days before your next scheduled payment.

3.5. Ongoing memberships continue until cancelled by you or us in accordance with these Terms & Conditions. Membership fees will continue to be debited, and your membership will not automatically end due to non-attendance. To cancel your membership, you must provide the required written notice in accordance with Section 4.

3.6. All membership fees include Goods & Services Tax (GST). Fees may change in line with any government GST rate changes, including during a minimum membership term.

3.7. We may accept government-funded sport or participation vouchers (e.g. PlayOn!) for eligible memberships or programs. Vouchers must be valid, current and submitted before expiry, and are subject to approval and funding by the issuing authority. Voucher credits will only be applied once funding is confirmed and cannot be redeemed for cash, refunded or backdated to cover missed payments or arrears. If voucher funding is declined, delayed, withdrawn or otherwise not received, you remain responsible for all membership fees and scheduled payments will continue in accordance with your direct debit arrangement. An active payment method must remain on file at all times.

3.8. Payments are processed through Worldpay for Platforms. You may still see Payrix referenced in some banking descriptions or system documentation, as the underlying provider entity remains Payrix Australia Pty Ltd.

4. COOLING-OFF PERIOD & CANCELLATION

4.1. You may cancel your membership in writing to info@neonboxingacademy.com.au within the seven (7) day cooling-off period from the date of signing. If you cancel within the cooling-off period, we will refund all fees paid, less the cost of any fitness services already used and a reasonable administration fee. After the cooling-off period, these Terms & Conditions are binding, and cancellation may be subject to outstanding fees or other amounts payable under this agreement.

4.2. To cancel your membership after any minimum term has been fulfilled, you must provide your request in writing at least fourteen (14) days before your next scheduled payment. You remain responsible for any outstanding fees, which we may take action to recover. Non-attendance or non-use of our facilities does not constitute cancellation or entitle you to a refund or early termination.

4.3. Where a membership has been paid in full, any unused portion will not be refunded upon cancellation except in exceptional circumstances at our sole discretion or where required under the ACL.

4.4. In the event of permanent disability or sickness, we may, at our reasonable discretion, grant a refund where you provide a letter from a registered medical practitioner confirming that you are unable to participate in exercise, subject to any rights you may have under the ACL.

5. SUSPENSIONS

5.1. Suspension is permitted only for annual leave, parental leave, temporary work transfer, or temporary illness or injury. Suspensions must be taken in multiples of two (2) weeks, to a maximum of four (4) weeks per calendar year, and the suspended period will be added to the end of your membership term.

5.2. Suspension is only available where your membership account is financially up to date with no outstanding fees. Where suspension is requested on medical grounds, we may, at our reasonable discretion, request supporting documentation from a registered medical practitioner.

5.3. All suspension requests must be made in writing to info@neonboxingacademy.com.au at least fourteen (14) days before the requested commencement date. Suspensions cannot be backdated for any reason.

6. TERMINATION

6.1. For a breach of these Terms & Conditions or our rules that is capable of remedy, we will give you written notice describing the breach and a reasonable period of at least seven (7) days to remedy it. We may terminate your membership if the breach is not remedied within that period.

6.2. We may terminate your membership immediately and without prior notice where, at our sole and reasonable discretion, your conduct is serious or inappropriate, including but not limited to:

- *threatening or harassing Neon Boxing Academy members or staff;*
- *damaging equipment;*
- *providing unauthorised coaching, personal training or other commercial services within our facilities; or*
- *smoking, consuming alcohol, or using illicit or performance-enhancing drugs within the facilities.*

6.3. Where we terminate your membership for serious conduct, any membership fees paid in full or in advance relating to the period after termination will be refunded, less any amounts you owe us and any reasonable costs we incur as a result of the conduct leading to termination. Nothing in this clause limits your rights under the ACL.

6.4. We may prohibit you from using our facilities where you:

- *have an infection, contagious illness, open wound, or other physical ailment;*
- *pose a risk to other members, staff or guests;*
- *are in arrears on your membership account;*
- *are not wearing appropriate workout attire including enclosed footwear; or*
- *are not using a sweat towel or complying with equipment cleaning requirements.*

7. MEMBER REQUIREMENTS

7.1. **Class Registration & Check-In**
Members must register for classes via Club Link and sign in at the check-in terminal before class commencement. Failure to sign in on time may result in denied entry to the class.

7.2. **Safety, Conduct & Equipment**
Members must follow all safety rules and reasonable instructions or directions provided by Neon Boxing Academy staff and volunteers. Members must wear suitable workout clothing, including enclosed footwear, use a towel, return weights and equipment after use, and wipe down equipment. You are responsible for using our facilities and equipment correctly and for any damage caused by your wilful acts or negligence. If you are unsure how to use any equipment, please ask a staff member before use.

7.3. **Health & Fitness**
Members must notify us in writing of any health condition or change in health that may affect their ability to safely participate in fitness activities. We may request a certificate from a registered medical practitioner confirming you are fit to participate before commencing or returning to exercise following medical leave, illness, injury or surgery. Our staff, volunteers and contractors are not medically qualified to assess your fitness to exercise, and you should seek medical advice if you are unsure whether it is safe for you to participate.

7.4. **Children & Supervision**
For their safety, children aged 5–12 years attending Junior Jabs classes must have a parent, guardian or responsible adult remain at the facilities for the duration of the class. Members aged 12–15 years participating in adult group fitness or training sessions must also have a parent, guardian or responsible adult remain at the facilities for the duration of the session. Members aged 16–17 years may attend adult group fitness or training sessions without a parent, guardian or responsible adult remaining at the facilities.

7.5. **Guests**
Guests must comply with all applicable safety rules, these Terms & Conditions where relevant, and reasonable instructions or directions from our staff while attending our facilities.

7.6. **Lost Property**
Personal belongings left unattended within our facilities will be treated as lost property. We will make reasonable efforts to secure and store lost property for four (4) weeks from the date it is found. Items of value will be handed to police, and other unclaimed items may be donated or disposed of at our discretion. Owners are responsible for claiming their property within this period.

8. LIABILITY

8.1. **Personal Property**
We are not responsible for loss, theft, or damage to personal belongings, except where caused by our wilful acts, omissions, or negligence.

8.2. **Inherent Risks**
You understand and acknowledge that, despite us taking reasonable care and skill to provide safe equipment, facilities and services, boxing, fitness training, and physical exercise carry inherent risks of injury, illness, or death. These may include, but are not limited to, cuts and bruises, muscle strains, ligament and tendon sprains, bone fractures, neck or spinal injury, heart attack, stroke, psychological illness or death, including injuries arising from the actions or inactions of other persons using our facilities. Such injury or illness may affect your ability to work, participate in business, social or recreational activities. You understand and accept these risks and willingly, voluntarily, and knowingly participate in the use of our facilities, equipment, and services.

8.3. **Recreational Services & Australian Consumer Law**
You acknowledge that boxing and fitness training are recreational services that carry inherent risks of physical injury, and that these risks may result in injuries including those described above. To the extent permitted by section 139A of the Competition and Consumer Act 2010 (Cth) and the Civil Liability Act 2003 (Qld), you agree that the consumer guarantees under the ACL relating to the supply of recreational services are excluded, restricted or modified in respect of liability for death or physical or mental injury arising from your participation. This exclusion does not apply to liability for death or injury caused by our reckless conduct and does not otherwise limit any rights or remedies you have under the ACL that cannot be excluded.

8.4. **Photography, Video & Audio**
Where you have provided consent for photographs, video or audio recordings, we may capture and use your likeness, image or voice for promotional and marketing purposes, including on our official website and social media accounts. You may withdraw your consent at any time by notifying us in writing. We will cease using your image or recordings in future promotional and marketing materials after receiving your notice, but materials already in use or distributed will not be recalled or destroyed.

8.5. **Video Surveillance**
Our facilities are subject to 24/7 video surveillance and recording. By using our facilities, you acknowledge that you may be recorded, except in change rooms. We do not record audio.

8.6. **Liability & Consumer Rights**
Implied warranties related to services are excluded to the extent permitted by law. You release us from any claims and indemnify against losses and liabilities. Nothing in this agreement excludes, restricts, or modifies any consumer guarantees, rights, or remedies you may have under the ACL or any other applicable legislation which cannot be excluded, restricted, or modified by agreement. This includes guarantees that services will be provided with due care and skill and that our facilities will be reasonably fit for purpose. Where permitted by law, our liability is limited to the resupply of services or payment of the cost of having the services supplied again, as required under the ACL.

8.7. **Events Beyond Our Control**
We will not be responsible for any failure or delay in providing access to our facilities or services where this is caused by circumstances beyond our reasonable control. Where reasonably practicable, we will notify affected members and take reasonable steps to minimise disruption.

8.8. **Privacy**
Information we collect from you is used to provide our services to you (or your child, if under 18 years of age) and will be handled in accordance with our Privacy Policy and applicable privacy laws. We do not trade or sell your personal information and may disclose it where legally required or to our professional advisers.

8.9. **User-Generated Content**
We do not claim ownership of material posted by users to our website or social media accounts. By posting, you grant us permission to use that material in connection with our business operations. We are not obligated to monitor user posts relating to Neon Boxing Academy but may review or remove material at our discretion and disclose information where required by law.

8.10. **Severability & Waiver**
If any provision of these Terms & Conditions is found to be illegal or unenforceable, that provision may be severed and the remaining provisions will continue in force. If we do not enforce a right under this agreement, this does not waive our right to enforce it later.

9. MEMBER ACKNOWLEDGEMENT

9.1. I confirm that, to the best of my knowledge, I have provided Neon Boxing Academy with accurate and truthful information about my health. I have read and understood these Terms & Conditions and have had the opportunity to ask for clarification before agreeing to them.

9.2. I confirm that I am in suitable physical condition to use Neon Boxing Academy's facilities and services and am not aware of any condition or impairment that may prevent me from safely participating. I acknowledge that this representation applies each time I use the facilities and that I must notify Neon Boxing Academy of relevant changes to my health in accordance with these Terms & Conditions.

9.3. I acknowledge that I voluntarily use Neon Boxing Academy's facilities and services and accept the inherent risks associated with boxing, fitness training, and physical activity, including the liability provisions and limitations set out in these Terms & Conditions. I understand that I am entering into a legal agreement that may affect certain legal rights.

9.4. I acknowledge that these Terms & Conditions may be changed in accordance with the Membership clause, including my right to cancel without penalty following notice of a material change. This agreement supersedes all previous oral or written promises or agreements.