

### Dear Kairos Care team,

We are excited to let you know that we have partnered with Anytime Fitness to be able to provide you with discounted memberships at various participating Anytime Fitness Clubs throughout the country.

# **About Anytime Fitness**

Anytime Fitness is the largest provider of 24/7 gym facilities in the world! With over 550+ clubs\* in Australia, and 4,500 globally across 50 countries, you will be able to get more access to gym facilities with them than with any other business.

Anytime Fitness is an inclusive business, catering to a diverse range of members, with various body types, fitness levels, abilities, and backgrounds. No matter who you are, you are welcome at an Anytime Fitness club.

## Anybody is welcome

Anytime Fitness is committed to making their clubs safe, positive & motivating spaces for everyone.

## Any fitness goals

Whether a new challenge, or beginning again on your fitness journey, they're here to help you make it happen.

### Anywhere, anytime

One membership unlocks 24/7 access to over 560+ clubs\*.

## The offer available to Kairos Care staff

We have been able to secure the following Corporate Membership package with Anytime Fitness:

• Gold Membership.

Details of this Membership package can be found at: https://www.anytimefitness.com.au/corporate-membership



# **Corporate Membership Terms & Conditions**

## Eligibility and Registration

- 1. All Corporate Members must provide valid proof of their employment with the Partner Company at the time of collecting the Fob (Access) key. Valid proof of employment includes a recent payslip, a company ID card, volunteer ID or employment letter.
- 2. Corporate Members are limited to staff members of the Partner Company only. Family and friends of Corporate Members are not eligible for corporate membership.
- 3. Only Corporate Members aged 18 years and older are eligible for corporate membership.
- 4. Existing Anytime Fitness members must complete their current membership term before becoming eligible for a Corporate Membership. They will need to sign up for a new Corporate Membership to be eligible for the corporate discount to be applied.
- 5. Corporate Memberships can only be applied for <u>online</u> and the Fob (Access) key must be collected in person by the Corporate Member at the Participating Club that the Corporate Member signs up to. When the Fob (Access) key is collected, evidence of employment must be provided by the Corporate Member to verify their employment with the Partner Company (e.g., a copy of the Corporate Member's payslip and relevant identification must be provided).
- 6. Memberships purchased using corporate discount codes without the required eligibility may result in cancellation of the membership bought. Any fees paid upfront are non-refundable.

### Corporate Membership Duration and Renewal

7. Corporate Memberships are for a fixed term of twelve (12) months and will automatically expire upon completion. Eligible individuals will then need to sign a new Corporate Membership contract and provide proof that they are still employed by the Partner Company to be eligible for a new Corporate Membership. A new Fob (Access) key will also need to be purchased as these are non-transferable to new Corporate Memberships.

# Fees and Payment

- 8. The total annual cost per twelve (12) month Corporate Membership includes: Gold Membership: \$952.60, Silver Membership \$1061.80. Full rate membership with no discount \$1,164.30.
- 9. All Corporate Membership discounts are based on a Recommended Retail Price of \$21
- 10. Corporate Membership offers cannot be used in conjunction with any other offer.
- 11. All Corporate Membership amounts set out above are inclusive of GST.



## **Transfers**

- 12. Corporate Memberships, like standard memberships, may transfer between Anytime Fitness clubs. In the event of a transfer to another Anytime Fitness club that offers Corporate Memberships, membership prices will remain the same.
- 13. If the Corporate Membership transfers to an Anytime Fitness club that does not offer Corporate Memberships, the standard membership <u>terms and conditions</u> regarding membership transfers will apply and the membership prices may vary.

# Participating Clubs

- 14. Each Partner Company acknowledges and agrees that it will not receive any data pertaining to employee participation. This encompasses membership dues, duration of membership, usage statistics, and any identifiable information.
- Anytime Fitness Australia shall not be responsible for any reporting requirements of each Partner Company.
- 15. A list of all Participating Clubs can be referred to online.

# Non-Participating Clubs

16. Joining a non-participating Anytime Fitness club online will void the discount code and may result in the Corporate Membership being cancelled or charged at a standard club rate depending on the individual Anytime Fitness club process.

### Cancellation and Refunds

- 17. Corporate Members may cancel their Corporate Membership by following their Anytime Fitness Club's cancellation process.
- 18. Refunds for prepaid memberships will be subject to the terms and conditions set out in the Corporate Membership Agreement.

## Usage

- 19. Corporate Members must comply with all Club Rules of all Anytime Fitness Clubs whether participating or not.
- 20. Failure to comply with all Club Rules may result membership suspension/ban or termination.

## **Guest Policy**

21. Corporate Memberships are for individual Corporate Members only and Corporate Members are not permitted to bring any guests with them.



## Health and Safety

Corporate Members must complete necessary pre-screening exercise questionnaires (where applicable) to ensure they are in good health and capable of participating in physical activities and capable to use the Club facilities and services.

### Liability Waiver

- For the purpose of the Civil Liability Act 2002 (NSW) and section 139 of the *Competition and Consumer Act 2010* (Cth) and any other applicable civil liability legislation, the Corporate Member acknowledges that use of the Clubs's facilities and Services may constitute 'recreational services' and/or is dangerous and that there is a significant and obvious risk to the Corporate Members health and safety in participating in the Club's facilities and services.
- 22. The Corporate Member acknowledges, agrees, and understands that the risk warning in the preceding paragraph constitutes a 'risk warning' for the purposes of relevant legislation including for the purpose of section 5M of the *Civil Liability Act 2002* (NSW).
- The Corporate Member acknowledges, agrees and understands that, to the full extent permitted by law (including by section 139A of the *Competition and Consumer Act 2010* (Cth), and section 5N of the *Civil Liability Act 2002* (NSW)), that any liability from the Anytime Fitness Club that the Corporate Member visits is released from all liability for a failure to comply with any express or implied warranty or guarantee that the facilities and services will be provided with reasonable care and skill, save for any death or injury arising as a result of the Anytime Fitness Club's reckless conduct.

## Severability of Terms

If anything in these Terms and Conditions is deemed unenforceable, the remainder of the Terms and Conditions shall remain in effect.

## **Definitions**

In these Terms and Conditions:

• Anytime Fitness Clubs means any Anytime Fitness Club in Australia.

**Corporate Member** means an employee of a Partner Company who is eligible for a Corporate Membership at Participating Anytime Fitness Clubs, and aged 18 years and older.



- **Facilities and Services** means any and all use of the facilities and services including (without limitation) fitness training including strength and conditioning, cardio training, functional training, stretching and other general physical activity.
- **Non-participating Anytime Fitness Club** means an Anytime Fitness Club that the Corporate Member may transfer to or attend that is not a Participating Club to the Anytime Fitness Corporate Membership Program.
- **Participating Anytime Fitness Club** means an Anytime Fitness Club that is a Participating Club to the Anytime Fitness Corporate Membership Program.
- **Partner Company** means an organisation that has registered with Anytime Fitness Australia to offer its employees a Corporate Membership as part of the Anytime Fitness Corporate Membership Program.
- **Standard Membership** means a standard membership agreement with Anytime Fitness Clubs that is excluded from the Anytime Fitness Corporate Membership Program.

### How to take up offer

If you are interested taking up this offer, please take the following steps:

- 1. Visit https://www.anytimefitness.com.au/corporate-membership
- 2. Find a participating Anytime Fitness club (listed by suburb) nearest to you and click on the link to their signup page.
- 3. Complete the online form using the PROMO code *CORP202024*.
- 4. The discounted rate will be applied to your application.

### **Frequently Asked Questions**

A Copy of Frequently Asked Questions has been attached for your perusal.

Thank you. We hope this offer helps you to achieve your health and fitness goals.

Regards,

