

**GING MO INTERNATIONAL PTY LTD (ACN 050 719 214)
T/A GING MO ACADEMY
MEMBERSHIP AGREEMENT**

Date of Agreement: _____

BETWEEN THE MEMBER AND THE OWNER:

1.1 THE MEMBER

Member's Name: _____ ("the Member") Sex: _____ D.O.B: ____/____/____

Member's Address: _____ Postcode: _____

Telephone: Home: _____ Work: _____ Mobile: _____

Emergency Contact: Tel: _____ Name: _____

Pre-Existing Health Conditions/Special Requirements:

1.2 THE OWNER

GING MO INTERNATIONAL PTY LTD ACN 050 719 214 ("the Owner") of

Address: 608 Hay Street, Jolimont WA 6014

Phone: 08 9383 9088

Fax: 08 9383 9099

who owns and operates the Ging Mo Academy ("the School") at the Premises, where it provides courses of instruction in Ging Mo Kung-Fu Instruction as set out in Clause 7.4 ("Course of Instruction") in accordance with the School's methods and training.

2. MEMBER'S APPLICATION

The Member's application for membership to the School and to receive a Course of Instruction has been accepted by the Owner on the terms and conditions which appear below or such other terms and conditions as notified by the Owner from time to time ("Terms and Conditions").

3. PAYMENT FOR SERVICES

In consideration of the Member agreeing to pay the Owner the Fees, the Owner shall provide and the Member shall be entitled to receive during the Term a Course of Instruction.

4. MEMBER'S ACKNOWLEDGMENT

I acknowledge that I have:-

4.1 read, understood and agree with the Terms and Conditions;

4.2 been furnished with a copy of this Agreement free of charge before signing this Agreement;

4.3 inspected the Premises without any obligation to enter into this Agreement;

4.4 signed this Agreement freely without any coercion;

4.5 full authority to enter this Agreement; and

4.6 have fully disclosed to the Company in writing all matters relevant to my Membership including without limitation any pre-existing health conditions and special requirements.

5. TERM (1 YEAR)

From the Commencement Date of: ____/____/20..

To the Termination Date of: ____/____/20....

Subject at all times to the right of the Owner and the Member to terminate as set out in Clause 15, the Term will, if verbally agreed, continue beyond the initial 1 year period without the need for the Member to formally renew. The Terms and Conditions will continue to apply to any continuation of the Term.

SIGNED by the Member

SIGNED on behalf of the Owner

..... Date ____/____/.....

..... Date ____/____/.....

(Parent or Guardian if under 18 years)

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Telephone: Home: _____ Work: _____ Mobile: _____

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SIGNED by the Member

SIGNED on behalf of the Owner

..... Date ____/____/.....

..... Date ____/____/.....

(Parent or Guardian if under 18 years)

6. DEFINITIONS AND INTERPRETATION

6.1 The following definitions apply to this Agreement unless the contrary intention appears: "**Age Category**" means the Age Category into which the Member falls at the Commencement Date. The first Category is any age up to 17. The second Category is any age from 18 and above.

"**Agreement**" means this Agreement as amended, supplemented or varied from time to time.

"**Business Day**" means a day other than a Saturday, Sunday or Public Holiday in Western Australia.

"**Commencement Date**" means the date described in clause 5.

"**Fees**" means the fees described in clause 10.

"**Instructor**" means an employee, contractor or director of the Owner who instructs in the Course of Instruction.

"**Motto**" means:

"By uncovering your own truth, you will discover the truth of Kung Fu. Choice between peace and conflict"
or such other motto as the Owner prescribes from time to time.

"**Premises**" means the Owner's premises at 2 Elder Street, Perth or any other premises of any branch that the School may operate from time to time.

"**Term**" means the period described in clause 5.

"**Training Aids**" means that equipment used during the Course of Instruction and includes, but is not limited to, protective clothing, weaponry and fitness equipment.

6.2 A reference to a Statute includes a reference to a regulation made under that Statute and any amendment thereto.

6.3 A reference to a party includes that party's executors, administrators, personal representatives and assigns.

6.4 Headings used in this Agreement are for convenience only and do not affect the interpretation.

6.5 Reference in this Agreement to a person includes a reference to a body corporate and vice versa.

7. COURSE OF INSTRUCTION

7.1 The Course of Instruction shall take place at the Premises.

7.2 The Owner shall schedule classes for specified times during each week at which the Course of Instruction is to be provided ("**the Classes**"). The Classes shall be set out in a timetable which is made available to the Member. The Owner reserves the right to amend the timetable from time to time.

7.3 The Owner shall make its Premises, facilities and personnel available to the Member for the purpose of the Course of Instruction during the Term.

7.4 The Course of Instruction includes:

7.4.1 the Scheduled Classes (as defined below);

7.4.2 any agreed extra classes;

7.4.3 supply and use of Training Aids;

7.4.4 grading assessments;

7.4.5 grading certificates;

7.4.6 supply of one (1) uniform per year;

7.4.7 supply of grade appropriate belts; and

7.4.8 supply of other equipment and Training Aids as the Owner or Instructor, in its, his or her absolute discretion, deem necessary.

7.5 Failure by a Member to participate in the Course of Instruction does not absolve him or her from him or her responsibilities under the Agreement in particular (without limitation) from the obligation to make payments of all amounts due under the Agreement.

8. RULES AND REGULATIONS

8.1 The Member shall become familiar with and at all times comply with the Motto and such rules and regulations as are displayed from time to time at the Premises.

9. ATTENDANCE AT CLASSES

9.1 Subject to clause 15.3 the Member commits for a Term of one (1) year.

9.2 The Member:

9.2.1 is entitled to attend a minimum of two (2) classes per week ("**the Scheduled Classes**"), and

9.2.2 may also attend extra Classes each week at no additional cost, subject to availability and prior agreement with the Owner or an Instructor.

9.3 If the Member is unable to attend a Scheduled Class, the Owner or Instructor may require the Member to reschedule to another Class for that week, if availability of Classes permit.

9.4 If the Member:

9.4.1 misses one (1) Scheduled Class, the Owner may call the Member to attend a Scheduled Class at another time;

9.4.2 misses two (2) Scheduled Classes, the Owner may call the Member to ascertain why this is so and whether the Member wishes to continue with the Course of Instruction;

10. FEES

10.1 Fees payable are as disclosed in the Owners "schedule of fees" as displayed at the Premises, or as otherwise published and distributed by the Owner from time to time.

10.2 Fees must be paid by the Member no later than 48 hours prior to the first Scheduled Class for the Term;

10.2 The Fee payable will depend on the Age Category of the Member at date of commencement of the Term. The Member shall advise the Owner immediately the Member attains 18 years of age.

10.3 The Member agrees to pay the Fees:

10.3.1 on a weekly basis, initially two (2) weeks in advance until a direct debit facility is established and then via direct debit from the nominated billing company; or

10.3.2 otherwise, with mutual agreement from the Owner, as one lump sum payment for the whole of the Term.

11. INDEMNITY

11.1 The Member:

11.1.1 acknowledges that the Course of Instruction involves physical exertion and physical contact and, by its very nature, exposes the Member to physical injury;

11.1.2 participates in the Course of Instruction entirely at the Member's own risk;

11.1.3 should consider his or her own level of fitness and medical and physical condition before participating in the Course of Instruction;

11.1.4 shall not hold the Owner or any instructor or any other student liable for any injury sustained on the Premises howsoever arising or occurring;

11.1.5 hereby indemnifies and holds harmless the Owner, its officers, agents, employees and Instructors in respect of any event which may occur whilst the Member is present at the Premises or undertaking a Course of Instruction pursuant to this Agreement and which may arise from any cause whatsoever, including, but not limited to, the negligence of the Owner, its officers, agents, employees or

Instructors and which event results in any damage to the Member's property or any accident, injury or loss being suffered by the Member

11.1.6 acknowledges that the Owner has public liability insurance of five million dollars (\$5,000,000); and

11.1.7 is responsible for and must take out any other form of insurance that the Member deems appropriate given the nature of the Course of Instruction including without limitation, death and disablement insurance and income protection insurance.

12 LIMITATION OF LIABILITY

The Member acknowledges that the Owner shall not be liable for any accident, injury or loss suffered by the Member, or any other person or damage or loss to the Member's property except as required by statute. In any event the Owner's total liability shall be limited to the value of fifty two (52) weeks Fees as at the date of such liability (if any) arising.

13 TRAINING AIDS

13.1 The Member may store any Training Aids belonging to the Member at the Premises at the Member's own risk.

13.2 If a Member does not attend the Course of Instruction for a period of 3 months or more, and has left any Training Aids at the Premises, then those Training Aids are deemed to have been abandoned by the Member and the Owner shall be at liberty to use or destroy such Training Aids.

14 ACKNOWLEDGMENTS

14.1 Nothing in this Agreement or anything said or done by the Owner or any of its Instructors shall imply or infer any promise that the Owner will employ the Member in any capacity whatsoever on completion of the Course of Instruction.

14.2 Any photographic, video, written or spoken testimonials shall be and remain the exclusive property of the Owner and may be used by the Owner in any manner whatsoever.

14.3 The Member may bring property or equipment onto the Owner's premises as agreed by the Owner entirely at the Member's risk.

15 TERMINATION

15.1 The Owner may terminate the Agreement without prior notice and expel the Member and the Owner is not required, at any time, to give reasons for the termination. As a guide only, termination of this Agreement may occur if:

15.1.1 the Member has not paid the Fees when due and payable;

15.1.2 the Member breaches any one or more of the Motto or this Agreement or the rules and regulations; or

15.1.3 the Member behaves in a manner which the Owner determines, in its absolute discretion, to be inappropriate, whether such behaviour is conducted on or outside the Premises.

15.2 Where the Owner has terminated the Agreement pursuant to Clause 15.1:

15.2.1 the Member shall immediately pay all outstanding Fees up to the date of termination;

15.2.2 the Member shall not be obliged to pay any further Fees after the date of termination;

15.2.3 the Member shall not be entitled to a refund of any fees previously paid;

15.2.4 all Training Aids not fully paid for within 7 days of the date of termination shall be deemed abandoned and dealt with as per clause 13.2.

16 ASSIGNMENT

The Owner may assign its rights under and the benefit of this Agreement. The Member cannot assign its rights or obligations under the Agreement.

17 PROPER LAW

This Agreement shall be interpreted and enforced pursuant to the laws of Western Australia. The parties agree to submit any dispute or claims arising under this Agreement to the jurisdiction of the Courts of Western Australia and any Court that may hear appeals therefrom.

18 INCOMPATIBILITY WITH STATUTE

18.1 To the extent that any of the terms of this Agreement are prohibited, or unenforceable pursuant to or inconsistent with, the provisions of any Statute, those terms shall be excluded from this Agreement.

18.2 Save where otherwise provided in this Agreement, the Owner's liability for any breach of this Agreement is, only if capable of limitation, hereby limited to:

18.2.1 the supply of the Course of Instruction again; or

18.2.2 the payment of the costs of having the Course of Instruction supplied again; at the Owner's discretion.

18.3 All implied warranties, terms and conditions, except where otherwise provided by Statute, shall be excluded from this Agreement.

19 SEVERANCE

If any part of this Agreement is or becomes void or unenforceable, in consequence of any determination by a Court or Tribunal or Statute, that part is or will be severed from the Agreement so that all parts are not or do not become void or unenforceable and shall remain in full force and effect and are unaffected by that severance.

20 NOTICES

Notices required to be furnished by one party to another shall be in writing and addressed to the address of the addressee appearing in this Agreement or at such other address as advised from time to time in writing.

21 PROTECTING YOUR PRIVACY

The Commonwealth Privacy Act 1988 as amended sets out a number of principles concerning protection of your personal information. Please refer to the attached page marked "Privacy Statement/Information" which forms part of this Agreement.

22 ENTIRE AGREEMENT

22.1 This Agreement represents the entire agreement between the parties in respect of the subject matter and supersedes all prior representations, agreements or understandings whether written or oral in respect of the subject matter.

22.2 No alteration to this Agreement shall be permitted unless reduced to writing and signed by the parties.