



## PART A - MEMBERSHIP TERMS & CONDITIONS



**We look forward to helping you make exercise a part of your life.**

These Membership Terms & Conditions contain important information about your membership with Workout Indooroopilly (the “Club”). Please read these Membership Terms & Conditions carefully and contact us if you have any questions.

### **1. Your Workout Membership Agreement**

Your Workout Membership Agreement is made up of:  
(a) your Membership Application Form or Membership Confirmation Email;  
(b) these Membership Terms & Conditions; and  
(c) the Club Rules & Playroom Rules,.

### **2. Your Membership**

Your membership entitles you to use the standard facilities available at Workout Indooroopilly in line with the Club Rules, Playroom Rules and these Terms and Conditions.

### **3. When will your membership start?**

Your membership will start on the “Membership Start Date” stated on your Membership Application Form or Membership Confirmation Email.

### **4. When will your membership end?**

Your Initial Commitment Period is 4 weeks if you selected a My Workout, Student Workout or Teen Workout membership.

However, your Workout Membership Agreement is an on-going membership agreement. This means that on completion of your initial 4 weeks (Initial Commitment Period), your membership will continue and your membership fee will continue to be debited from your nominated account each fortnight unless you cancel your membership in accordance with clause 9.

### **5. Cooling-off period**

You may cancel your membership without cause by giving us written notice of cancellation during the 14 days immediately following the date that you signed (or electronically accepted) the Membership Application Form (the “Cooling-Off Period”).

If you cancel your membership during the Cooling-Off Period, we will refund any Membership Fees you have paid to us after you return your Member Key Tag and any documentation you were given upon joining.

### **6. Membership Fees**

#### **(a) Activation Fee**

The Activation Fee covers the cost of setting up your membership. It is payable on commencement of your membership.

#### **(b) Membership Fees**

The Membership Fees payable for your membership type are set out in your Membership Application Form or Membership Confirmation Email. Your Membership Fees entitle you to use any of the standard facilities and services during Club opening hours.

It is your responsibility to have sufficient funds available in your nominated account to pay your Membership Fees.

#### **(c) Changes to Membership Fees**

We reserve the right to increase your fees at any time after the initial commitment period of your agreement has ended. We will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address you last gave us (which may be an email address). Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

We reserve the right to change your Membership Fees in line with any government GST rate changes.

## **7. Can you transfer your membership to someone else?**

No, you may not transfer your membership to someone else, even a family member.

## **8. Can you suspend your membership?**

You may suspend your membership for a minimum of 14 consecutive days, to a maximum of 12 weeks per calendar year.

- i. You must notify us in writing at least 3 days prior to the first day of the suspension period (we cannot backdate suspensions).
- ii. A suspension fee of \$0.50 per day will be debited to your nominated account during the suspended period. Membership payments will be adjusted to reflect the suspended period.
- iii. Full Membership Fees will automatically resume after completion of the suspension period.
- iv. Members may not use the Club facilities during the suspended period. Please contact reception if you would like to return early.
- v. You cannot suspend your membership after you have given us notice of cancellation.

## **9. Cancelling your membership**

### **(a) Cancellation by you after the 4 week Initial Commitment Period**

You may cancel your membership after the Initial Commitment Period of 4 weeks by giving us 28 days prior written notice of the cancellation.

### **(b) Cancellation by you due to permanent sickness or physical incapacity**

You may cancel your membership by written notice to us if you cannot use your membership because of your permanent sickness or physical incapacity.

### **(c) Cancellation by us**

We may cancel your membership immediately by emailing or writing to you at the contact address we have in our records if you fail to comply with your Workout Membership Agreement or otherwise engage in behaviour which is offensive or disruptive to the Club, staff or other members. Any outstanding Membership Fees and other amounts payable under your Workout Membership Agreement up to the date of cancellation will be payable at the time your membership is cancelled.

### **(d) Terminology**

In these Membership Terms & Conditions, the word "cancel" means to terminate or end and the words "cancelled" and "cancellation" will have corresponding meanings.

## **10. Changes to these Membership Terms & Conditions, Club Rules or Playroom Rules.**

We may from time to time make reasonable changes to the Membership Terms & Conditions, Club Rules and Playroom Rules. Any changes or new rules will be displayed for 2

months in a clearly visible place at the Club and on our website. It is your responsibility as a member to comply with the current Membership Terms & Conditions and Club Rules and Playroom Rules at all times.

## **11. Changes to Club opening hours and services**

(a) We may restrict the availability of certain services and equipment for the purposes of cleaning, repairs, maintenance and holidays.

(b) We may change the Club opening hours, playroom hours and group exercise timetable from time to time as may be reasonable or economical in accordance with the demand for those services.

## **12. Verbal Agreements**

Your Workout Membership Agreement contains all of the terms and conditions relevant to your membership at the Club. Any statements or representations made by or on behalf of the Club prior to entry into the Workout Membership Agreement that are not contained in the Agreement do not form part of the Agreement. No variation to the Workout Membership Agreement will be effective unless it is in writing and signed by you and the Club.

## **13. Our contact details**

You can contact us:

(a) at the Front Desk of the Club from Monday to Friday from 9am to 5pm and on Saturday from 9am to 11am;

(b) by phone on 07 3378 8950;

(c) by email at [admin@workout.net.au](mailto:admin@workout.net.au); or

(d) by mail at 138 Witton Road, Indooroopilly, Queensland 4068.

## **14. Notices to you**

You agree that where these Membership Terms & Conditions require us to give written notice to you, we may give that notice either by writing to you or by emailing you at the contact address most recently supplied by you. It is your responsibility to ensure that the contact details held by us are current.

## **15. Refunds**

Other than as required by law, you may not obtain a refund of your Membership Fees or an extension of your membership for any reason other than as specifically set out in these Membership Terms & Conditions.

## **16. Risk and your health**

(a) We are here to help you enjoy your fitness. If you believe that there is a risk to your health by participating in activities at the Club, you must inform us in writing about that risk.

(b) You acknowledge that the activities you may undertake at the Club are recreational activities and that by participating in the activities you and your property may be exposed to the risk of Harm.

(c) You acknowledge that your participation in the activities

is voluntary and you are not required to engage in the activities.

- (d) You acknowledge and understand that:
- i. whilst participating in the activities you may suffer Harm;
  - ii. your personal property may be lost or damaged;
  - iii. other people participating in the activities may cause Harm to you or your property;
  - iv. the conditions in which the activity is conducted may vary without warning;
  - v. Harm may result from the negligence of, or breach of an express or implied term of a contract by us; and
  - vi. there may be no or inadequate facilities for treatment or transport in the event of injury.

(e) You assume the risk of and responsibility for any Harm resulting from participating in the activity.

- (f) In consideration of us entering into the Workout Membership Agreement, you agree that:
- i. you participate in the activity at your own risk;
  - ii. we have warned you of the risk of participating in the activity;
  - iii. to the extent permitted by law:

(a) you hereby release and hold us harmless from and against any Claims which may be made by you or on your behalf for or in respect of or arising out of any Harm (whether by negligence, breach of contract, breach of any express or implied warranty that the services or activity will be rendered with reasonable care or skill, breach of any statute or statutory duty or in any other way);

(b) in the event that you suffer Harm, you will bring no Claim against us in respect of that Harm;

(c) you indemnify us and will keep us indemnified from and against any Claims that may be brought or made against us by any person in connection with any action, default or neglect by you in participating in the services or activity and from and against any costs and expenses that may be incurred by that person in connection with such Claims.

(d) In this clause 16:

**“Claims”** means any and all actions, demands, suits, proceedings or claims that may be made against us;

**“Harm”** means physical or mental injury or death suffered by you or damage to your property; and

**“us”** includes our employees, agents and contractors.

## 17. Your privacy

Your privacy is important to us. We will not use or disclose confidential information that we collect from you unless:

- (a) you authorise us in writing to do so;
- (b) we are required to disclose the information by law; or

(c) the information is disclosed to your or our Financial Institution for the purpose of administering the payment of your Membership Fees to us, including in addressing any claim made in relation to an alleged wrongful or incorrect direct debit.

## PART B – CLUB RULES

The Club Rules are in place to ensure a safe, friendly and healthy workout environment and to maintain our high Club standards. All members, guests and visitors must abide by the Club Rules. You agree to conduct yourself appropriately and follow the reasonable directions of our staff whilst in the Club.

### Look after your health

1. All members and guests must fill in a Health Check Questionnaire before using club facilities. If you become aware of any personal health problems, please consult your doctor before using, or continuing to use, Club facilities.
2. All members must attend a Smart Start session with a Workout Trainer before using the MedX equipment.

### Membership

3. Every time you enter the Club please scan your Membership Key Tag at the Front Desk.
4. If you do not have a keytag please see the front desk when you next visit.
5. You must not let anyone else use your Key Tag.
6. You may not use the Club if your Membership Fees are not up to date or your membership is on suspension or cancelled.

### Lockers, Change Rooms & Personal Items

7. Valuables are not to be brought into the Club at any time. The Club does not take any responsibility for lost or stolen valuables.
8. Car keys and small items must be locked away in the mini lockers provided.
9. To use the lockers in the Change Rooms you will need to bring your own padlock.
10. All lockers are to be used on a ‘visit by visit’ basis and are not available for permanent use. Items left in the lockers overnight will be removed and placed in lost property. Items not collected within 14 days will be deemed abandoned and donated to charity.

11. Change Rooms must be vacated 5 minutes before Club closing time.

### Vehicle Parking & Car Park

12. Parking is only for members and guests while using Club facilities.

13. Please do not leave valuables in your car.

14. Vehicles and their contents parked in the car park or on the streets surrounding the Club are left at your risk. The Club does not accept any responsibility for loss or damage of vehicles or their contents.

15. When walking through the car park please be aware of cars. If you have young children ensure they are close-by and under your supervision.

### **Clothing & Hygiene**

16. All members must wear suitable exercise clothing at all times, including closed shoes and a singlet or t-shirt.

17. Personal hygiene is important – please wear deodorant and be aware of personal body odour.

### **Towels & Cleaning**

18. Towels are compulsory in all exercise areas. Place your towel on each machine you use and on your exercise mat.

19. Please wipe sweat off equipment after use using the Cleaning Stations provided.

20. Everybody must wipe down their bike at the end of an RPM class.

### **Gym Floor**

21. Always return weights to the racks provided.

22. The HIT Lines are designed to be used in line format. To use just one of the HIT Line machines you must ensure the machine prior to the one you want to use is vacant.

23. Please don't sit on a machine (or bench) and rest between sets. Instead stand up and allow others to use it.

24. Train safely by training slowly.

25. Workout Instructors always have discretion on any exercise choices / techniques considered unsafe.

### **Cardio Room**

26. Always use the safety clips when using the treadmills.

27. Always check that the treadmill is not moving when stepping on or off.

28. If you run intervals on the treadmill please do not jump off to the sides to rest while the machine is still running. Instead slow to a walk for recovery.

29. If there is someone waiting to use a cardio machine and you have been on yours longer than 20 minutes please be considerate and vacate your machine.

### **The Green**

30. Any equipment used on The Green (including exercise mats) must be returned immediately after use.

31. Equipment such as weights, medicine balls and sand

bags are not to be dropped or thrown down onto the green.

32. If using a barbell please set it down so plates land on rubber matting.

33. Spikes are not to be worn on the green.

34. Member to member sparring (boxing) is not permitted on The Green, or in any area of the Club.

35. Workout Instructors have discretion on weight restrictions on barbells and any exercise choices/techniques considered unsafe.

### **Mobile Phones**

36. Mobile phones are not to be used in exercise areas or Change Rooms.

### **Children**

37. Children cannot wait in the Club while you workout. They may attend the Playroom (0 – 6 years) or wait quietly if accompanied and supervised by another adult over 18 years of age.

### **Minimum Age**

38. Members must be at least 14 years old unless special consideration is given.

39. If you are under 16 a parent or guardian must supervise you while you are using the Club facilities.

### **General Club Use**

40. Opening and closing times for the Club will be displayed at the Club and on our website [www.workout.net.au](http://www.workout.net.au).

41. Please leave the Club punctually at closing time.

42. Please acknowledge and respect all signage and rules displayed in the Club.

### **Lost Property**

43. The Club is not responsible for items lost.

44. Any items left at the Club will be put into lost property. Contact the Front Desk as soon as possible to reclaim. Items not collected in 14 days will be deemed abandoned and donated to charity.

### **Bring a friend**

45. We provide trial visits to the Club for any of your family and friends who are interested in getting started at the Club. All guests must sign in at the Front Desk on arrival at the Club to be provided with important information about the safe use of the facilities at the Club.

### **Strike a pose**

46. We may at times take photographs/images of the Club. Where possible we will try to get your approval beforehand. We reserve the right to use the photographs/images for commercial purposes without payment.

47. We use CCTV to monitor any incidents at our Club.

## Group Reformer Classes (GRC)

48. GRC classes need to be pre-booked as they are limited to 23 participants. It is not necessary to book in for Mat Pilates or any other classes.

49. We recommend booking your GRC online. You can do this at [workout.net.au](http://workout.net.au) up to 7 days in advance (please note, a small booking fee applies for this service). If you prefer not to book online you must collect a ticket from the Ticket Kiosk at the Club up to 30 minutes before the class's starting time (there is no fee for this service).

## Signing up for Extra services

50. The Club offers extra services, such as Personal Training and specialist Physio and Small Group Pilates Services. These are not part of our standard facilities and involve separate fees. Please see the Front Desk for more details.

# PART C – PLAYROOM RULES

Claim some time for yourself—take advantage of our playroom service, at no extra cost!

The Playroom is open for babies and children from 6 weeks to 6 years (prep/school entry age).

Playroom hours are displayed at the Playroom entry and also at [www.workout.net.au](http://www.workout.net.au).

The Playroom is closed public holidays and during the Christmas/New Year period.

You do not need to make a booking to use the playroom.

## Using the Playroom

Parents are required to record each visit using the Playroom Attendance Register. Please sign your child in when you drop them off, and out when you pick them up. Our Playroom Attendance Register is for safety and emergency purposes.

The maximum time in the playroom is **1 hour 20 minutes**. If this time is exceeded you will be asked to come and collect your child/ren. Please note: during school holidays/student free school days the Prep to 11 Years school age group have a strict **1 hour time limit**. For further information see School Holiday section below.

The overlap period between classes can be a busy time in the Playroom. Please help us manage this by dropping your children off just before your class starts, and collecting them as quickly as possible after your class finishes.

The Playroom is divided into two age and activity-specific zones; 6 weeks to 2.5/3 years and 2.5/3 to 6 years. Progression and transition from each zone is at the discretion of the Playroom Carers.

**Please note:** Siblings will sometimes be in different age zones. These age zones are necessary to ensure the Playroom staff can safely and efficiently care for your

children. Please help us manage this by explaining to your children prior to using the playroom that they may not be allowed in the same area.

## What to Bring

Dress your child in clothing that is comfortable and appropriate for the weather.

If your child is undergoing toilet training please dress them in a 'pull-up' and take them to the toilet just before you leave the playroom to workout.

**Please note:** We do NOT have spare clothing on site so if your child has an accident and is not wearing a 'pull-up' a Playroom carer (or Workout staff member) will let you know immediately. It is the parent's responsibility to manage any change of clothing.

To allow the Playroom staff to focus on the children in their care, we do NOT offer a nappy changing service. Please check that your child is clean and dry before you work out. If your child needs a nappy change a Playroom carer (or Workout staff member) will let you know immediately. A nappy change table is available for you to use when needed, so bring a spare nappy just in case!

No food is to be brought into the Playroom area. This helps us keep the Playroom safe for all children.

Please bring a clearly named water bottle as your child may get thirsty during their stay in the Playroom. Please label all nappy bags, comfort blankets and dummies with your child's full name.

The toys available in the playroom have been selected to be safe for all children and therefore no other toys are allowed to be brought into the playroom.

## Settling In

We recommend starting with shorter visits and we may ask parents to stay with their child for the first few visits. This helps them adapt quickly and happily.

If we are unable to console a crying child, a Playroom carer (or Workout staff member) will come and get you.

## Illness

If your child is unwell they will not be allowed entry to the playroom.

If your child is home from kindergarten or school because they are unwell they will not be allowed entry to the playroom.

## Safety

Parents must sign children in and out on our Attendance Register.

For quick and easy identification, all Mums & Dads who use the Playroom must have a photo stored on our computer system.

If your child has any type of allergy or medical condition please ensure our Playroom Carers know and advise them of an appropriate course of action if there is an emergency.

Always close Playroom gates immediately and make sure only your own child goes through.

All children must be in Playroom care. They are not permitted to wait for you in other areas of the club while you work out. Children are not permitted to enter any exercise areas.

Parents must stay at the club while their children are in the Playroom. Parents are not to bring any child other than their own.

## School Holidays

### Children Prep to 11 Years

We appreciate school holidays can be challenging when you have school-age children who are not yet old enough to stay at home.

On school holidays and pupil free days the playroom can cater for a small number of PREP to 11 year old children. This reserved area is small and limited in capacity so please only bring children in if you have no other option. The following conditions and rules apply:

- The maximum time in the Playroom is **1 hour**. If this time is exceeded you will be asked to come and collect your child/ren. This time limit will appear on the Sign in Sheet for your reference.
- PREP and Grade 1 children will be in the age group zone marked 2.5 to 6 years.
- Children aged 7-11 years will be in a reserved area as you enter the Playroom.
- Children aged 7-11 years are not allowed to enter the other age group zones in the Playroom and cannot 'help' Playroom carers.
- This reserved area is suitable for children to sit and wait only. Please bring 'quiet play' items only e.g. iPad, book, cards or board game. There is Wi-Fi available. Balls are not allowed.
- All personal items should be named clearly and remain the responsibility of parents and their children.
- This is not a booked or paid for service. If this area is at full capacity you will have to wait for other children to vacate the space before a space is offered.
- All children PREP to 11 years must be in Playroom care. They are not permitted to wait for you in any other area of the club and they are not permitted to enter any exercise areas.
- We expect school age children to be well behaved and if they become disruptive a Playroom carer (or Workout staff member) will come and get you.

- **PLEASE NOTE:** This school holiday service is offered to parents who have no other option. If you are able to alter your workout times to avoid placing extra strain on the playroom it would be greatly appreciated. If the inclusion of older children becomes too busy to manage the decision to allow children older than 6 years into the playroom will be reviewed and possibly revoked.

### Final Note for Children of All Ages

- We are sorry but children of any age cannot wait in any area of the club while you work out unless supervised by another adult over 18 years of age. From 14 years of age they are able to become 'Teen' Workout members if they are keen to start coming to the gym!