



## 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  
(c) the Direct Debit Terms & Conditions; and  
(d) 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 Membership Terms & 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. However, until you provide us with photographic identification (Teen Workout and Student Workout member options only) and any medical clearance letter, you will not be able to use the Club facilities.

### 4. When will your membership end?

Your initial commitment (**Minimum Term**) is:

- i. 4 weeks from your Membership Start Date, if you selected a My Workout Flexi, Student Workout Flexi or Teen Workout Flexi membership or any other of our memberships with a 4 week minimum term; or

- ii. 12 months from your Membership Start Date, if you selected a My Workout or Student Workout membership or any other of our memberships with a 12 month minimum term.

However, your Workout Membership Agreement is an on-going membership agreement. This means that on completion of your Minimum Term 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 Minimum Term 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.

### **(d) Payment of Membership Fees**

You pay your fees for your ongoing membership in advance each fortnight by direct debit from a bank account or credit card. Payments may be made in advance up to any legal limit. We still require your bank account or credit card details for any payments which will be required after any advance payments have been exhausted.

If you have paid for your membership up front, then to continue your access to our facilities and services you will need to set up ongoing payments or pay for a new block membership period prior to receiving further access once your initial period of pre-paid membership ends. Please refer to our Direct Debit Terms and Conditions for further details regarding direct debit payments.

## **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?**

(a) You may suspend your membership for a minimum of 14 consecutive days, to a maximum of 12 weeks per calendar year. Any suspension will be on the following basis:

- 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.

(b) Members may not use the Club facilities during the suspended period. Please contact reception if you would like to return early.

(c) You cannot suspend your membership after you have given us notice of cancellation.

(d) You may request a longer suspension period if your Minimum Term has been completed, however, any agreement to extend a suspension of membership beyond 12 weeks will be at Workout Indooropilly's sole discretion and may be subject to conditions.

## **9. Cancelling your membership**

### **(a) Cancellation by you after the Minimum Term**

You may cancel your membership after the Minimum Term by giving us 28 days written notice of the cancellation

**(Cancellation Notice Period)**. You must continue to pay your normal membership fees during the Cancellation Notice Period.

### **(b) Cancellation by you during your Minimum Term**

Where you cancel your membership during the Minimum Term you may do so by giving us written notice and paying the cancellation fee and any outstanding membership fees that are due and unpaid at the date of cancellation up to the end of the Minimum Term. The cancellation fees are:

- i. If you cancel with more than 6 months left of your Minimum Term - \$200;
- ii. If you cancel with 1 - 6 months of your Minimum Term remaining - \$150;
- iii. If you cancel with less than 1 month remaining of your Minimum Term- there is no cancellation fee but you must continue to pay your fortnightly membership fees which fall due during and until the end of the Minimum Term.

### **(c) 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 permanent physical incapacity and you provide us with a medical certificate stating that you are unable to continue your membership because of your permanent sickness or permanent physical incapacity.

### **(d) Confirmation of cancellation**

You cannot suspend your membership after you have given us notice of cancellation (including during the Notice Cancellation Period). Your Membership Agreement will not be cancelled until we confirm in writing that we have received your notice of cancellation, which confirmation will be sent to you within 14 days of us receiving your written notice. Please contact us if you do not receive confirmation from us within this time.

### **(e) 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.

### **(f) 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 to the Membership Terms & Conditions, Club Rules or Playroom Rules (including any additions) will be displayed for 2 months in a clearly visible place at the

Club and on our website. Where any change requires more immediate action, reasonable notice in the circumstances will be provided. It is your responsibility as a member to comply with the current Membership Terms & Conditions and Club Rules and Playroom Rules at all times and by continuing to use Club services and facilities after the date of commencement of those changes you acknowledge you have read, understood and agreed those changes apply to your membership.

### **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. We reserve the right to replace any of the equipment in the Club at any time.

(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. Subject to clause 10 above, 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

as soon as you become aware of it. Where you at any time disclose to us that you have an injury or a serious health concern you must provide us with a letter from your medical or health professional outlining your capacity and fitness to participate in Club activities, and it is your responsibility to ensure that you comply with any restrictions outlined in any such letter. We are not responsible for ensuring your ongoing compliance or fitness and we assume you will only engage in activities for which you are fit and capable. Where you have disclosed to us that you have an injury or serious health concern we reserve the right to refuse membership or access to Club facilities until your medical professional confirms you are fit to exercise or you show us proof that you have received advice on an appropriate exercise program considering your personal fitness and capability.

(b) You acknowledge, understand and agree that:

- i. 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;
- ii. your participation in the activities is voluntary and you are not required to engage in any activities at the Club;
- 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 us, 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.

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

(d) In consideration of us entering into the Workout Membership Agreement with you, 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) we exclude any liability to you for any Claims which may be made by you or on your behalf for or in respect of or arising out of any injury, damage or loss of any kind whatsoever, including without limitation any Harm, sustained by you or any other person, arising out of or in connection with the Workout Membership Agreement and or the services or products provided by us or any activities you may undertake or participate in as a result of your entering into it;

(B) 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;

(e) In this clause 16:

**“Claim”** means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against any person, however arising and whether ascertained or unascertained, or immediate, future or contingent and **“Claims”** has a corresponding meaning;

**“Harm”** means any physical or mental injury or death suffered by you or any loss, damage or destruction of your property; and

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

## 17. Your privacy

(a) Your privacy is important to us. Our collection, use and disclosure of your personal information (as that term is defined in the Privacy Act 1988 (Cth)) and your financial information, is explained in our Privacy Policy and in our Direct Debit Terms & Conditions, and will only be used by us to provide you with the services contemplated by this Membership Agreement.

(b) Our Privacy Policy and Direct Debit Terms & Conditions can be found on our website at [www.workout.net.au](http://www.workout.net.au).

## 18. Members under the Age of 18

You must be at least 16 years of age to become a member. If you are under 18, a parent or guardian must co-sign your Membership Agreement and pre-exercise questionnaire.

If you are under 18 ( a “Youth” member) you may undertake most Club Activities (provided you are physically capable of doing so) however the following restrictions will apply to strength training activities and exercise:

(a) Youth members may participate in a strength training program (such as our signature HIT lines) if they can demonstrate balance and postural skills that are commensurate with adult levels and correct technique for the exercise being prescribed;

(b) It is preferable for Youth members to undertake strength training exercises that are functionally based and that individual exercises are taken through a full range of movement. These should be combined with a variety of other activities such as aerobic training;

(c) It is preferable that Youth members do a higher number (12-15) of slow repetitions (4-5 seconds lifting the weight, and 4-5 seconds lowering the weight). Youth members should maintain correct technique through all repetitions, and must not go to the point of muscular fatigue/failure. As a guide to the maximum permitted strength training intensity Youth members must complete their last repetition at a point where they could still complete 2-3 repetitions with correct technique.

(d) Youth members are not permitted to undertake any form of power, maximal, explosive lifting or body building.

By signing or co-signing your Membership Agreement your parent or guardian agrees to take personal and financial responsibility for you as a member as if they were named in this document. This does not mean that you are not

required to also comply with our Membership Terms & Conditions and Club Rules. As with our adult members we reserve the right to cancel your membership at any time in accordance with these Membership Terms & Conditions.

When any underage member turns 18 they must, as soon as practicable, sign a new membership agreement with Workout Indooroopilly otherwise their access to the Club facilities and services may be withheld.

## 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 (Pre-exercise screening 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. If you have an infection, contagious illness or physical ailment, such as an open cut, burn or sore, you must not use any of the Club facilities if there is any risk at all to other members, guests or Club employees.

3. All members must attend a Smart Start session with a Workout Trainer before using the Medx equipment in the Club.

4. You are responsible for ensuring you know how to safely exercise or undertake other Club activities. If you don't know how to do so you should refrain from undertaking that activity until you understand how to do it safely and ask for assistance if required.

### Membership

5. Every time you enter the Club please scan your Membership Key Tag at the Front Desk.

6. If you do not have a keytag please see the front desk when you next visit.

7. You must not let anyone else use your Key Tag.

8. 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

9. Please do not bring valuables into the Club. Valuables are brought into the Club at your risk in accordance with the terms and conditions of your membership.

10. Car keys and small items must be locked away in the

mini lockers provided.

11. To use the lockers in the Change Rooms you will need to bring your own padlock.

12. 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.

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

### **Vehicle Parking & Car Park**

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

15. Please do not leave valuables in your car.

16. 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.

17. 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**

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

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

### **Towels & Cleaning**

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

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

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

### **Gym Floor**

23. Always return weights to the racks provided.

24. 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.

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

26. Train safely by training slowly.

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

### **Cardio Room**

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

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

30. 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.

31. 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**

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

33. Equipment such as weights, medicine balls and sand bags are not to be dropped or thrown down onto the green.

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

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

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

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

### **Mobile Phones**

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

### **Children**

39. 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**

40. Members must be at least 16 years old.

41. Only children who are members may use, or be unsupervised while at, the Club facilities.

### **General Club Use**

42. 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).

43. Please leave the Club punctually at closing time.

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

### **Lost Property**

45. The Club is not responsible for items lost.

46. 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

47. 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:

- (a) be 16 years or over;
- (b) sign in at the Front Desk on arrival at the Club (and where the guest is under the age of 18 a parent or guardian must co-sign);
- (c) complete a pre-exercise questionnaire prior to using any Club facilities; and
- (d) comply with the Membership Terms & Conditions while using the facilities at the Club.

### Strike a pose

48. 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. Please refer to our Privacy Policy for more information.

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

### Group Reformer Classes (GRC)

50. All Group Reformer 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.

51. 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

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

### Behaviour while at the Club

53. We want everyone at our Club to enjoy themselves and have a good experience. We expect each member, guest and employee to be respectful towards all other persons and we do not tolerate inappropriate behaviour of any kind at our Club including, verbal or physical intimidation, harassment, bullying or discrimination of any kind, including on the basis of race, sex, age or any disability.

## 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. This rule does not apply to children between 16 and 18 years of age who are active members of the Club!