

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 M.A. & C.B. Burke Pty. Ltd. (ACN 010 510 988) t/as Workout Indooroopilly (the "Club", "Workout"). 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 Agreement, Membership Application Form or Membership Confirmation Email;
- (b) these Membership Terms & Conditions;
- (c) the Direct Debit Request Service Agreement Terms & Conditions;
- (d) the Club Rules; and
- (e) the Personal Training Terms and Conditions.

2. YOUR MEMBERSHIP

Your membership entitles you to use the standard facilities available at Workout Indooroopilly during Club opening hours in line with the Club Rules and these Membership Terms & Conditions, with the exception of some areas of the Club that may be named by the Club as inaccessible during unstaffed hours.

3. WHEN WILL YOUR MEMBERSHIP START?

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

Before Commencing Exercise

You must complete a Pre-Exercise Screening Questionnaire before you use the Club facilities. You may only use the Club facilities if you are medically sound to undertake a normal course of exercise.

4. WHEN WILL YOUR MEMBERSHIP END?

Your Workout Membership Agreement is an on-going membership agreement (unless it is classed as a Fixed Term Membership, Pre-Paid Visit Pass or Guest Pass). 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 (or any other method prescribed) unless you cancel your membership in accordance with clause 9.

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. 6 months from your Membership Start Date, if you selected a My Workout or Student Workout membership or any other of our memberships with a 6 month minimum term.
- iii. 12 months from your Membership Start Date, if you selected any of our memberships with a 12 month minimum term.

Fixed Term Membership/Pre Paid Visit Passes only: If your membership is for a fixed term, or where you have purchased a pre-paid visit session or pass you must complete a Pre-Exercise Screening Questionnaire before you will be allowed to use the Club Facilities. You may only use the Club Facilities if your fixed term membership has not expired, or you have unused pre-paid sessions available and the pass has not expired. Your Workout Membership Agreement applies each time you attend a session at Workout Indooroopilly. If you have pre-paid sessions available and you have been absent from Workout Indooroopilly for more than 6 months you will also be required to complete a Pre-Exercise Screening Questionnaire before you will be allowed to use the Club Facilities. You have an ongoing obligation under your Workout Membership Agreement to inform us if there are any changes to your health and fitness in accordance with clause 16 of your Workout Membership Agreement.

Guest or Complimentary Passes: Where your visit to Workout Indooroopilly is on a guest or complimentary pass you must complete a Pre-Exercise Screening Questionnaire before you will be allowed to use the Club Facilities. Your Workout Membership Agreement applies each time you attend a Guest or Complimentary session at Workout Indooroopilly. By using the Club Facilities you agree to and accept the Workout Indooroopilly Membership Terms & Conditions.

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 Agreement (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.

The following clauses (6 to 9) do not apply to pre-paid visit pass holders or guest or complimentary pass holders.

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 Agreement, 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, with the exception of some areas of the Club that may be named by the Club as inaccessible during unstaffed 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 or postal 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.

If you do not wish to accept the proposed changes you will have the right to cancel your membership within 30 days of receiving notification that we intend to increase your Membership Fees as outlined above.

If you do not cancel your membership, then your membership plan will be varied and continue in accordance with any changes notified to you.

Teen membership rates are only available for students aged 16-17 years (holding a valid student card) and Student membership rates are only available to students aged 18-24 years (holding a valid student card from a tertiary institution). If your student status changes you must notify us immediately and we reserve the right to increase your Membership Fees to the membership rate which would have applied at the applicable time if you joined without qualifying for the Teen or Student membership rates, even if you are in your Initial Commitment Period (in which case the higher rate will apply for the balance of the Initial Commitment Period). If you no longer qualify for the Teen or

Student Membership you will have the right to cancel your membership within 30 days of receiving notification that we intend to increase your Membership Fees as outlined above. We also reserve the right to increase your Membership Fees if you are older than 17 years and on a Teen membership, or if you are older than 24 years and on a Student membership.

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

(d) Payment of Membership Fees

You must pay your fees for your ongoing membership in advance at the frequency and on the date specified in your Membership Agreement, Membership Application Form or Membership Confirmation Email 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.

If you do not pay your Membership Fees on the due date, we will contact you (by email or SMS) about retrying the debit, and will continue to debit your nominated account without notice for any outstanding amount (along with any dishonour fees that apply). We may suspend your Club access until your payments are up to date, or cancel your membership by giving you notice if you fail to pay any fees within 30 days of the due date.

Please refer to our Direct Debit Request Service Agreement 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.
- iv. If you have a fixed term membership, a suspension fee of \$0.50 per day must be paid upfront prior to commencement of the suspension period, and the fixed term will be extended for the length of the suspension.

(b) If you suspend your membership during your Minimum Term, your Minimum Term will be extended by the period of any such suspension.

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

(d) You cannot suspend your membership after you have given us notice of cancellation (including during the Cancellation Notice Period).

(e) 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 Indooroopilly'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. You cannot suspend your membership 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. You cannot suspend your membership during this period.

(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 Cancellation Notice 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 7 days of us receiving your written notice. You shall not consider that your Agreement has been terminated until such time as this is confirmed in writing by us. 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 that is considered by Workout as abusive, aggressive, offensive, inappropriate 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.

The following clauses apply to all of our members, including pre-paid visit pass holders, guest or complimentary pass holders and members and guests undertaking extra services including personal training.

10. CHANGES TO THESE MEMBERSHIP TERMS & CONDITIONS, CLUB RULES OR PERSONAL TRAINING TERMS & CONDITIONS

We may from time to time make reasonable changes to the Membership Terms & Conditions, Club Rules or Personal Training Terms and Conditions. We will give you 30 days notice of any changes to the Membership Terms & Conditions, Club Rules or Personal Training Terms and Conditions (including any additions) by publishing them on our website, or displaying them in a clearly visible place at the Club, or 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.

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 Personal Training Terms and Conditions 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. Some areas of the club may be inaccessible during unstaffed hours.

(b) We may change the Club opening 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; 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.

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 years of age you are not eligible to access the club during unstaffed hours (you may only access the club during staffed hours). Members under the age of 18 must leave the club immediately once staffed hours have ended.

If you are under 18, a parent or guardian must co-sign your Membership Agreement and Pre-Exercise Screening 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 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. Membership fee increases may apply.

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 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. You may only use the Club facilities if you are medically sound to undertake a normal course of exercise.

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. 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.

CLUB ACCESS

4. You must scan your access fob inside the front entry every time you enter the Club to register your attendance. If the club is unstaffed, please scan your access fob outside the front entry.

5. If you do not have an access fob please see the Front Desk when you next visit.

6. You must not let anyone else use your access fob. If your access fob is lost, stolen or missing you must report that to the Club as soon as practical. We will replace a lost, stolen or missing access fob for a fee.

7. You will not be able to access the Club during unstaffed hours if you do not have your access fob. You cannot ask another member to provide you with access to the Club in unstaffed hours.

8. Access fobs allow access during unstaffed hours and are available for purchase. Barcoded keytags will not allow access during unstaffed hours.

9. If you are under 18 years of age you are not permitted to access the club during unstaffed hours. You may only access the club during staffed hours.

10. You may not use the Club if you have any outstanding Membership Fees or your membership is on suspension or cancelled.

ACCESS BY NON-MEMBERS WHEN THE CLUB IS UNSTAFFED

11. You are not permitted to bring or allow another member or non-member into the Club during any period when the club is unstaffed. If you breach this obligation you accept that an unauthorised entry fee will be charged to you by a deduction from your nominated payment method as part of the next instalment. Repeated breaches may result in membership cancellation by us.

LOCKERS, CHANGE ROOMS & PERSONAL ITEMS

12. Please do not bring valuables into the Club. Valuables are brought into the Club at your risk. We do not accept responsibility for items that are lost, misplaced or stolen from within or outside of the lockers or any other area of the Club.

13. Lockers are provided in the change rooms. Lockers are to be used on a 'visit by visit' basis while you are using the facilities of the Club 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.

PARKING

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.

CLOTHING & HYGIENE

17. All members must wear suitable exercise clothing at all times, including closed shoes and a singlet or t-shirt. You do not need to wear shoes while in the change rooms or when participating in a mind and body class that does not require shoes.

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

TOWELS & CLEANING

19. Towels are compulsory in all exercise areas for hygiene reasons. Place your towel on equipment that you use.

20. You are expected to wipe down all equipment after use with cleaning products provided in the club.

USE OF EQUIPMENT

21. For the safety of you and others you are responsible for using our equipment correctly. If you are not sure how to correctly use or operate any equipment, please ask a Workout Instructor for assistance before you use it.

22. Always return weights and other equipment to the designated storage location provided immediately after use.

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. Please comply with the reasonable directions of our Instructors.

26. Member to member sparring (boxing) is not permitted in any area of the Club.

27. You are not permitted to train or coach others in the Club, whether there is any form of payment or not.

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.

CHILDREN

32. Children cannot wait in the Club while you workout. They may wait quietly if accompanied and supervised by another adult over 18 years of age.

33. Members must be at least 16 years old.

34. If you are under 18 years of age you are not eligible to access the club during unstaffed hours (you may only access the club during staffed hours). Members under the age of 18 must leave the club immediately once staffed hours have ended.

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

GENERAL CLUB USE

36. Opening and closing times for the Club will be displayed at the Club and on our website www.workout.net.au.

37. Please leave the Club punctually at closing time.

38. Please read and follow all signage and rules displayed in the Club.

LOST PROPERTY

39. The Club is not responsible for items lost.

40. 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

41. We provide trial visits to the Club for any of your family and friends who are interested in getting started at the Club. Please phone or email the Club to arrange.

All guests must:

(a) be 16 years or over;

(b) sign the guest register 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 Screening Questionnaire prior to using any Club facilities; and

(d) comply with the Membership Terms & Conditions, and Club Rules while using the facilities at the Club.

STRIKE A POSE

42. We may take photographs, images or video of the Club and it's facilities, exercise areas and classes (including members). We reserve the right to use the photographs, images or video for commercial purposes without payment. Please refer to our Privacy Policy for more information.

43. We use CCTV (except in change rooms) to monitor incidents at our Club.

CLASSES

44. All classes require bookings as they have maximum capacities. Classes must be booked online through our Member Portal. Please note that our Fair Booking Policy applies for all class bookings. Please see our website at www.workout.net.au for information on our Fair Booking Policy.

SIGNING UP FOR EXTRA SERVICES

45. The Club offers extra services, such as Personal Training, Small Group 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

46. 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 behaviour that is considered by Workout as abusive, aggressive, offensive, inappropriate or disruptive to the Club, staff or other members.

PART C – PERSONAL TRAINING TERMS & CONDITIONS

The following Personal Training Terms & Conditions contain important information - please read carefully. "Personal Training" services are extra services offered by Workout Indooroopilly for a fee in addition to your Workout Indooroopilly Membership and include personal training, specialist Pilates services and small group training. These Personal Training Terms & Conditions must be read in conjunction with the Workout Indooroopilly Membership Terms & Conditions.

1. YOUR WORKOUT PERSONAL TRAINING AGREEMENT

Your Workout Personal Training Agreement is made up of:

(i) your completed Personal Training Application Form; and

(ii) these Personal Training Terms & Conditions.

2. PERSONAL TRAINING PACKS

The Personal Training Pack you have chosen is stated on your Personal Training Agreement, Personal Training Application Form or Personal Training Confirmation Email.

3. PAYMENT OF PERSONAL TRAINING FEES

All personal training sessions must be paid for in advance by payment of the relevant Personal Training Fee. Our personal trainers are charged at different rates depending on their level of experience and training. Please enquire at the Front Desk for more information regarding Personal Training Fees.

PAYMENT BY INSTALMENTS

Your Personal Training Fees may be paid fortnightly in advance by direct debit from your credit card or bank account. If the due date for payment falls on a public or bank holiday, payment will be processed on the next working day.

It is your responsibility to have sufficient funds available in your nominated account to pay your Personal Training Fees. Our Direct Debit Terms & Conditions will apply to payment of your Personal Training Fees by instalments. Our Direct Debit Terms & Conditions may be found on our website at www.workout.net.au.

The direct debits will cease when you have paid for the agreed number of personal training sessions.

UP FRONT PAYMENT

If you prefer to pay your Personal Training Fees upfront, your Personal Training Fees must be paid before your first personal training session. All sessions will be postponed until such time as payment is received.

4. RENEWAL OF PERSONAL TRAINING PACK

If your current Personal Training Pack has or is due to be completed and you wish to continue your personal training sessions then you must purchase a further Personal Training Pack prior to attending your first session of the new pack.

5. EXPIRY DATE

Personal Training Packs expire 18 months after the initial purchase date. Any personal training sessions not used within that 18 months will be forfeited.

6. MEMBERS ONLY

Personal Training sessions are an additional service available to members only. Your membership at the Club must be current to be able to use your personal training sessions. Except to the extent that they are inconsistent with this Personal Training Agreement, the Workout Indooroopilly Membership Terms & Conditions, Club Rules and Privacy Policy will apply to your Personal Training Agreement.

7. WHAT HAPPENS IF YOUR MEMBERSHIP IS ON SUSPENSION?

If you suspend your membership your fortnightly personal training direct debits will continue. Sessions paid for while your membership is suspended are banked and can be used when you return from suspension.

8. CAN YOU SHARE YOUR PERSONAL TRAINING PACK WITH SOMEONE ELSE?

Personal Training sessions are valid for one member only and cannot be shared with other members unless agreed to at time of purchase.

9. CANCELLATION OF YOUR WORKOUT PERSONAL TRAINING AGREEMENT

(a) Cancellation prior to full payment for your Personal Training Pack

You may cancel your Workout Personal Training Agreement before you have paid for your Personal Training Pack in full by giving us notice in writing of the cancellation and paying a cancellation fee of \$125. You must also pay any unpaid fees for personal training in which you have participated. Please note that cancelling your Workout Personal Training Agreement does not cancel your Workout Indooroopilly Membership Agreement.

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

You may cancel your Workout Personal Training Agreement if you cannot use your Personal Training Pack because of permanent sickness or physical incapacity by giving us notice in writing together with a medical certificate stating that you cannot use your Personal Training Pack because of your permanent sickness or physical incapacity.

If you cancel your Workout Personal Training Agreement because of permanent sickness or physical incapacity, we will refund any unused Personal Training Fees within 21 days after cancellation.

10. REFUNDS

Other than as required by law, you cannot obtain a refund for any unused personal training sessions if your Workout Personal Training Agreement is cancelled other than for your permanent sickness or physical incapacity.

11. APPOINTMENT CANCELLATION POLICIES

We have a strict cancellation policy. If you are unable to make your scheduled personal training session, you must give us at least 12 hours' notice (during the hours of operation of our Front Desk) or your session will be forfeited. No refund will be payable in relation to your missed session.

If your personal trainer is away on holiday and we are

unable to find a replacement personal trainer for that period, the expiry date of your Personal Training Pack will be extended by either the period of time your personal trainer was away or the period of time we were not able to secure a replacement personal trainer for you.

12. RECORDING OF PERSONAL TRAINING SESSIONS

We will keep a record of how many sessions you have used. If you miss a session you can reschedule that session to a later date provided that you have given us at least 12 hours' notice of cancellation (which must be received by us during the hours of operation of the Front Desk). If you would like to know how many sessions you have remaining please 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

13. PUNCTUALITY AND ARRIVAL

Please arrive 5 minutes prior to your scheduled session. To avoid delays each session finishes strictly on the scheduled time. If you are not sure where to find your personal trainer please see the Front Desk on arrival.

14. CHANGE OF TRAINER FOR PERSONAL TRAINING

If you wish to change your personal trainer at any time please contact the Front Desk and we will be happy to assist you.

15. YOUR PERSONAL HEALTH AND SAFETY DURING PERSONAL TRAINING

If you experience any pain, discomfort or injury during any of your personal training sessions, it is your responsibility to inform your personal trainer immediately. Please refer to our Membership Terms & Conditions for your personal health and safety responsibilities in respect of your Personal Training Agreement and your Workout Indooroopilly Membership Agreement.

At times, prior to or during the course of your personal training, our personal trainers may require further information in respect of any health concerns you may have from your doctor or other health professional. Your personal trainer may request your assistance in obtaining that information. It is important to note that if our personal trainer is not able to obtain sufficient information to mitigate any risk to you then the personal trainer may reduce your level of training or may cancel your session or future sessions until that information is provided. Please be aware that your personal trainer cannot diagnose and/or prescribe treatment for any form of injury, disease or other medical problem.