

# 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 Disclaimer;
- (d) the Direct Debit Request Service Agreement Terms & Conditions;
- (e) the Club Rules; and
- (f) the Personal Training Terms and Conditions.

## 2. YOUR MEMBERSHIP

Your membership entitles you to use the standard facilities and services 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, Casual 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 or Student 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.

### Fixed Term Membership/Trial Class Passes/Casual Visit Passes only:

If your membership is for a fixed term, or where you have purchased a casual visit session or trial class 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 or casual visit pass or trial class pass 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 casual visit 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/LOVE US GUARANTEE

In addition to any statutory rights which may apply, you may cancel your membership without cause by giving us written notice of cancellation prior to the expiration of the

period which ends 14 days immediately following the date that you signed (or electronically accepted) the Membership Agreement ("**the Love Us Guarantee Period**") . However, you may only cancel your membership without cause during the Love Us Guarantee Period:

a) If you live or work within a 20 km radius of the Club; or

b) if you have not previously cancelled any membership agreement with us during any previous Love Us Guarantee Period, For the avoidance of doubt, the Love Us Guarantee is only available once for each member upon signing a Membership Agreement with us for the first time.

If you cancel your membership during the Love Us Guarantee Period, we will refund any Membership Fees you have paid to us after you return your Member Access Fob and any documentation you were given upon joining.

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

## **6. MEMBERSHIP FEES**

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

The Activation Fee (if applicable) 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.

Student membership rates are only available to students aged 16-22 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 Student membership rate, 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 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 22 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 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 14 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.

(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 suspend your membership for up to 6 months per calendar year if you cannot use your membership because of your temporary sickness or physical incapacity and you provide us with a medical certificate stating that you are unable to use your membership because of your temporary sickness or physical incapacity.

## 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 1 - 6 months of your Minimum Term remaining - \$200;
- ii. 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 or pose a risk of safety to yourself, to the Club, staff or other members as determined by the Club.

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 or casual 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 at our discretion.

(c) We may close the Club due to other reasons including upgrades, and weather-related events or reasons at our discretion.

(d) Where possible we will at our discretion display any closure information on our website and or signage in the Club.

(e) You agree that you are not entitled to cancel your membership or receive any refund for any closure periods up to and including 2 days.

## **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 during staffed hours;

(b) by phone on 07 3378 8950;

(c) by email at [hello@workout.net.au](mailto:hello@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. By signing this Agreement you confirm you are medically fit to undertake the activities that you choose to participate in and have disclosed any relevant health concerns to us.

(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. the activities you may undertake at the Club involve inherent risks, including but not limited to physical injury, equipment malfunction, and accidents.
- iii. your participation in the activities is voluntary and you are not required to engage in any activities at the Club;
- iv. other people participating in the activities may cause Harm to you or your property;
- v. the conditions in which the activity is conducted may vary without warning;
- vi. The Club and any activities you may undertake at the Club are generally unsupervised by Club staff. You therefore use the Club facilities entirely at your own risk (irrespective of whether the Club is supervised or unsupervised) at all times, except to the extent that any injury, harm, or damage is caused by our negligence or breach of statutory obligations.

vii. Harm may result from the negligence of us, or breach

of an express or implied term of a contract by us;

- viii. there may be no or inadequate facilities for treatment or transport in the event of injury; and
- ix. we are not responsible at all for any action, or omission, or service, or any injury or loss that you may suffer as a result of any personal training.

(c) By entering into the Workout Membership Agreement, you assume the risk of and responsibility for any Harm resulting from participating in activities at the Club, including but not limited to periods of time when participating in any activities during supervised or unsupervised times, to the extent that such risks are inherent in the activity and not caused by our negligence or breach of statutory obligations.

(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. it is your responsibility to ensure you are familiar with the safe operation of equipment and to exercise caution at all times during periods of supervised and unsupervised activity;
- iv. it is your responsibility to consult a medical professional before commencing any exercise program;
- v. to the maximum 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, except to the extent that such liability cannot be excluded under the Australian Consumer Law or other applicable legislation.

(B) you indemnify us and will keep us indemnified from and against any Claims that may be brought or made against us by you or any person in connection with any action, default, or neglect by you in participating in the services or activity, except to the extent that such Claims arise from our negligence or breach of statutory obligations, and from and against any costs and expenses that may be incurred by that person in connection with such Claims.

(C) you further indemnify us from any Claims, costs or expenses resulting from your actions, negligence or failure to comply with the Membership Agreement.

(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 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.

## **19. DISCLAIMER**

Workout Indooroopilly provides its facilities and services on an “as is” basis. While we strive to maintain a safe and functional environment, we do not guarantee the condition or availability of equipment at all times. Members are responsible for ensuring they use equipment safely and appropriately. Workout Indooroopilly is not liable for any injury, Harm, or damage resulting from equipment use, except as required by law.

## **20. GOVERNING LAW**

These terms and conditions are governed by the laws of Queensland, Australia. Any disputes arising from this agreement will be subject to the jurisdiction of the courts of Queensland.

Nothing in these terms and conditions is intended to limit or exclude any warranties or guarantees under the Australian Consumer Law. Any term or condition is to be read down or severed from this agreement to the extent of any inconsistency.

# **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 at one of the scanners located at 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. 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**

9. 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 (\$100) 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**

10. 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.

11. 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**

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

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

## **CLOTHING & HYGIENE**

14. 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.

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

## **TOWELS & CLEANING**

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

## **USE OF EQUIPMENT**

17. 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, you must ask a Workout Instructor for assistance before you use it.

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

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

20. Train safely by training slowly.

21. Workout Instructors always have discretion on any exercise choices / techniques considered unsafe. Please comply with the reasonable directions of our Instructors.

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

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

24. Always use the safety clips when using the treadmills and other safety equipment where provided.

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

26. 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**

27. 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 (only during staffed hours).

## **GENERAL CLUB USE**

28. 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).

29. Please leave the Club punctually before closing time.

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

## **LOST PROPERTY**

31. The Club is not responsible for items lost. You are responsible for keeping your own property safe and the Club will not be responsible for any loss or damage to your personal property which you bring into our Club or onto Club property. You are responsible for ensuring that your property is secured while at the Club.

32. 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.

## **STRIKE A POSE**

33. We may take photographs, images or video of the Club and it's facilities, exercise areas and classes (including members) and by entering the Club and participating in activities you expressly consent to same. 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.

34. We use CCTV throughout the club (except in change rooms). By entering our facilities you consent to the recording, use and disclosure of CCTV video for purposes described in our Privacy Policy.

## **CLASSES**

35. 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](http://www.workout.net.au) for information on our Fair Booking Policy.

## **SIGNING UP FOR EXTRA SERVICES**

36. 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**

37. 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.

## **UNSUPERVISED USE OF FACILITIES**

38. During any unsupervised periods, members must:

- Refrain from engaging in high-risk practices, including but not limited to heavy lifting without a spotter;
- Use safety clips and other protective equipment where applicable;
- Avoid using equipment they are unfamiliar with or untrained to operate.

39. Immediately report any equipment malfunction or safety concern to us. Failure to comply with these rules may result in suspension or cancellation of membership.

## **EMERGENCY PROCEDURES**

40. In the event of an emergency you must:

- Follow all instructions provided by the Club staff or emergency personnel;
- Immediately cease using equipment and vacate the premises if directed to do so;
- Notify Club staff of any injuries, equipment malfunctions, or safety concerns. Workout Indooroopilly reserves the right to close the facility temporarily or restrict access to certain areas during emergencies or maintenance.

41. The Club has a duress button located on each level for safety and security reasons in emergencies, for example if you are, or feel, threatened or need medical help. You must familiarise yourself with the location and use of these buttons and it is your responsibility to ask a staff member if you are not sure where these buttons are located.

# **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. These Personal Training Terms & Conditions must be read in conjunction with the Workout Indooroopilly Membership Terms & Conditions.

## **PAYMENT OF PERSONAL TRAINING FEES**

1. You will be charged a fee per session, and you will be direct debited each fortnight for any sessions completed in that fortnight (and any sessions not previously paid for).

2. 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. Our Direct Debit Terms & Conditions may be found on our website at [www.workout.net.au](http://www.workout.net.au).

3. We will review your PT fees periodically and may change them from time to time. We will give you at least 14 days' notice by emailing you at the email address you have provided to us.

4. Please enquire at the Front Desk for more information regarding Personal Training Fees.

## **MEMBERS ONLY**

5. Personal Training sessions are an additional service available to members only. Your membership at the Club must be active 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.

## **APPOINTMENT CANCELLATION POLICY**

6. We require a minimum of 12 hours' notice (or 24 hours' notice if you have agreed to this in writing with your trainer) to cancel or reschedule a training session. If you cancel or reschedule a session with less than 12 hours' notice (or 24 hours' notice if you have agreed to this in writing with your trainer) you will be charged the full session rate.

## **LATE ARRIVALS AND NO SHOWS**

7. If you are late for your session, your session length will be reduced in accordance with that time, and you will be charged the full session rate.

If you do not show up for a scheduled session, you will be charged the full session rate.

## **CHANGE OF TRAINER FOR PERSONAL TRAINING**

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

## **YOUR PERSONAL HEALTH AND SAFETY DURING PERSONAL TRAINING**

9. 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.

10. 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.

11. Our personal trainers are independent contractors and not employees of Workout Indooroopilly. All of our personal trainers must hold the minimum qualifications and experience to provide the services they offer, and be covered by their own public liability and professional indemnity insurance. While we may facilitate the provision of services by our personal trainers by providing use of our facilities, this is provided for the benefit of our members for convenience only and to the extent permitted by law we take no responsibility at all for any personal trainers:

(a) actions or omissions; or

(b) services, or

(c) any injury or loss you may suffer as a result of same.

# DISCLAIMER

Please note that all persons using the gym and facilities at Workout Indooroopilly do so at their own risk.

Like any physical activity, participation can be dangerous, and I acknowledge that by engaging in it, I am exposed to certain risks. Therefore:

**I ACKNOWLEDGE AND UNDERSTAND** that whilst undertaking activities at Workout Indooroopilly:

- (a) I will pay special attention to all instructions, whether oral or written, and will seek clarification on any matters I do not understand.
- (b) There may be no, or inadequate, facilities for treatment or transport in the event of injury.
- (c) I am not under the influence of drugs, medication, or mind-altering substances, nor do I have any allergies or pre-existing medical conditions that:
  - (i) affect my understanding of safety instructions or my ability to competently participate; and/or
  - (ii) may be exacerbated by the activity; and/or
  - (iii) otherwise affect my ability to participate in any aspect of this activity; and/or
  - (iv) prejudice the performance or safety of myself or others.
- (d) Other persons participating in the activity may cause me injury or damage to my property, for which they may be liable.
- (e) I may cause injury to other persons or damage to their property, for which I may be liable.
- (f) I may cause loss of or damage to property used or hired, for which I may be liable.
- (g) I may be injured and/or suffer damage to my property as a result of my own negligence or breach of contract.
- (h) I assume the risk of, and responsibility for, any injury, death, or property damage resulting from my participation.

## RELEASE AND INDEMNITY TO WORKOUT INDOOROOPIILLY

**IN CONSIDERATION** of the acceptance of my payment for participation, and to the maximum extent permitted by law, I AGREE TO RELEASE AND INDEMNIFY M.A. & C.B. Burke Pty. Ltd. (ACN 010 510 988) t/as Workout Indooroopilly (**Workout Indooroopilly**) as follows:

- (a) I release, indemnify, and hold harmless Workout Indooroopilly, its employees, and agents, from and against all claims, actions, or liabilities which may be made by me, on my behalf, or by other parties, for or in respect of, or arising out of, any injury, loss, damage, or death caused to me or my property in connection with my use of the facilities, except to the extent that such liability cannot be excluded under the Australian Consumer Law or other applicable legislation.
- (b) I acknowledge and understand that participation in physical activities involves inherent risks, including the risk of personal injury or death. I assume full responsibility for these risks, except where liability cannot be excluded under the Australian Consumer Law or other applicable legislation.
- (c) I further acknowledge that the gym and facilities at Workout Indooroopilly may be unsupervised at any time, and I assume the additional risks and responsibilities associated with using an unsupervised gym facility.