

TERMS AND CONDITIONS

Introduction

This is an important document. It records the terms and conditions of your membership with Xercise Zone and your right to train with us during the period of your membership.

You should read this document carefully.

Membership Application

- a) We will only consider an application for membership upon receipt of a satisfactorily completed and signed membership form.
- b) Where a proposed member is older than 13 years old and younger than 18 years old, a membership form must be completed and signed by a parent or guardian of the applicant, who will be bound by the contract.
- c) Any member older than 13 and younger than 16 must be accompanied by an adult to all training sessions.
- d) We reserve the right to refuse any membership application without ascribing any reason therefore.

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Membership Contract

- a) A membership contract between you and Xercise Zone will arise when we receive your signed acceptance of your Membership Form.
- b) The membership contract will be governed by these membership terms and the Xercise Zone rules as may prevail from time to time during the period of your membership.
- c) The membership contract will supersede any prior document, discussion or anything else that happens (or does not happen) before the formation of your membership contract concerning your membership with Xercise Zone.
- d) From time to time we may change the membership terms, the Xercise Zone attendance rules or any one or more of the training programs. When this occurs, we will notify you of any changes via email.

Membership/Training Fees

- a) Membership fees will be billed monthly, on the 1st of every month. If the 1st of the month is a weekend or public holiday then that payment may only be deducted on the next "working day".
- b) All training fees payable are set out in the Xercise Zone Rates Sheet.
- c) We will be permitted to change your training fees and we may increase fees on one occasion in any given calendar year, usually July 1st. We will notify you in writing via email or personal letter of any change to your membership fees and provide at least 30 days' notice.

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Credit Card Fees

- a) A credit card fee is an automatic monthly deduction from a credit card (Visa, Mastercard).
- b) The credit card charge takes place on the 1st of each month. A pro rata payment will occur for the first period and then on the 1st of the month thereafter.
- c) The minimum term for credit card fees is three (3) full credit card payments. Any pro rata payment or suspensions do not qualify as a full credit card payment.
- d) Should a month have 5 weeks, you will be charged for the extra sessions held in that week.

Payment

- a) Where membership fees are paid by credit card, we may pass on part or all of the merchant fee charged for the transaction by deducting those fees from your credit card account.
- b) You are responsible for:
 - i. Make sure your credit card account has sufficient credit to allow for the payment of your membership fee on each payment date.
 - ii. Telling us in advance if you are transferring or closing your credit card account and
 - iii. Tell us in advance of any changes to your credit card.
- c) If your credit card fails, you are liable for all resulting fees.
- d) You will be notified well in advance of the expiry date of your term fees.

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Payment (continuation)

- e) Anything to the contrary contained or implied in the Membership Form notwithstanding, the membership fee is to be paid in the official currency of the country in which you will attend sessions, free of exchange and without deduction of any kind.
- f) The membership and training fees are payable on the day you sign the Membership Form. You will be provided with a copy of the Xercise Zone Rates sheet setting out the membership fee and training fees.
- g) A receipt for any payments you make is available to you upon request.
- h) You shall not be entitled to withhold payment of any amount due on account of any claim against Xercise Zone whether admitted or disputed.
- i) If you fail to pay for the services of any instalment or instalments at the times they are due then Xercise Zone will give you a reasonable opportunity to rectify the default. If, after being given a reasonable opportunity to rectify the default, you fail to or refuse to rectify the default then Xercise Zone may, in addition to any other rights or remedies which it may have under these Terms and Conditions, be entitled in its absolute discretion to cancel this contract or treat this contract as having been repudiated by you.

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Timetable of Sessions

- a) Xercise Zone offers a timetable of Group Outdoor Personal Training sessions. You must book the sessions you wish to attend.
- b) Session times can only be changed by contacting the owner or by updating info on PT Minder.
- c) If Xercise Zone can't offer a session due to weather or other reasons, please read the missed session policy.
Xercise Zone may offer a make-up session, which is a training session that is added to the timetable for members to make up a session that was forced to be cancelled.

Missed Session Policy

- a) The missed session policy applies if you need to miss a session/s at short notice.
- b) If you cannot make a session/s you are booked into, you, or a person acting on your behalf, must inform your Trainer no later than the start time of the session/s you will miss.
- c) You may make up the missed session at another session time on the timetable by contacting your Trainer before the session.
- d) You must make up a missed session by the end of the next calendar month in which you missed the session. Example: Sessions missed in March must be made up by the end of April.

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Missed Session Policy (continuation)

- e) If the sessions are not made up by the end of the next calendar month then those sessions are forfeited.
- f) For members on term memberships, any missed sessions in the last month of a 3 or 6-month term cannot be made up in the next month.
Unless made up in the last month, missed sessions in the last month will be forfeited.

Suspension Policy

- a) The suspension policy is for periods in which you cannot train and need to suspend your membership.
- b) The suspension policy allows you to suspend your Xercise Zone membership and training sessions only if you miss a minimum of one week and a maximum of three weeks.
- c) If you will miss training for less than one week then you should adhere to the missed session policy.
- d) For periods greater than one week you will first be asked to make up those sessions before a suspension is granted. If you cannot make up the sessions, only then will a suspension be granted.
- e) You may not have more than three weeks of suspension out of every three calendar months of membership.

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Suspension Policy (continuation)

- f) Xercise Zone training fees that are paid via a monthly direct debit from a credit card are charged up-front and hence any suspension will be applied as a credit to the next month's payment.
- g) A suspension that is applied to a term membership will result in the end date of the term being extended.
- h) Suspension credits will not be refunded.
- i) The suspension policy does not apply to you if you are only booked in to do one training session per week. One session per week members should adhere to the missed session policy.
- j) A suspension will be granted provided that you have notified your Trainer 24 hours before the suspension period you require. i. All suspension requests must be emailed to gideon@xercisezone.com.au
- k) All membership fees must be up to date before a suspension is granted.
- l) If a suspension period has commenced and you wish to lengthen the suspension period, notice via email must be provided.

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Cancelling your Membership

- a) All membership cancellations must be completed before the 25th of the month. Memberships cancelled after the 25th of the month will not be processed until the following month.
- b) A three-month minimum applies to all memberships, plus any pro-rata period.
- c) After the initial three months, plus any pro-rata period, you may then cancel your monthly direct debit via a Credit Card.
- d) All membership cancellations must be done via email (gideon@xercisezone.com.au).

Refunds

- a) If you have pre-paid your fees and you suffer a permanent or long-term injury or incapacity that renders you unable to participate in Xercise Zone training sessions for an extended period, then upon producing a medical certificate, Xercise Zone may provide you with an extended suspension or a refund for the sessions you will be unable to use.
- b) The extended suspension or refund option will be at the sole discretion of Exercise Zone.

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Acknowledgement of risks, injury and obligations

Subject to the section on “exclusions” below, I acknowledge that the activity I am to undertake is dangerous and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity:

- 1) I may be injured, physically or mentally, or may die.
- 2) My personal property may be lost or damaged.
- 3) Other persons participating in such activity may cause me injury or may damage my property.
- 4) I may cause injury to other persons or damage their property.
- 5) The conditions in which the activity is conducted may vary without warning except where a change to those conditions would amount to a breach of these Terms and Conditions by Xercise Zone or a breach of Law.
- 6) There may be no or inadequate facilities for treatment or transport of me if I am injured.
- 7) Provided that Xercise Zone complies with these Terms and Conditions and has not breached the Law, I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

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Release and indemnity to the Xercise Zone Trainer

Subject to the section on “exclusions” below, in consideration of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify the Trainers as follows:

- 1) I participate in the activity at my sole risk and responsibility.
- 2) I release, indemnify and hold harmless the Xercise Zone Trainer, its servants and agents, from and against all and any actions or claims which may be made by me or 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 whether by negligence, breach of contract or in any way whatsoever.

I also agree that if I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Xercise Zone Trainer in respect of that injury or damage.

Exclusions

Subject to any statutory warranties implied by the Law, including any consumer law that applies in the location in which you attend sessions, these Terms and Conditions substitute and exclude all express and implied conditions, warranties or liabilities of any kind relating to the services sold and save as expressly provided in this clause, XerciseZone shall be under no liability under contract or otherwise for any injury, loss or damage of whatsoever kind or howsoever caused by or anything done or omitted to be done in connection with the services or work in connection therewith.

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Exclusions (continuation)

You shall not have any claim of any nature whatsoever against Xercise Zone for any failure by XerciseZone to carry out any of its obligations under the contract as a result of a force majeure including but without being limited to strike, lockout, shortage of labour or material, delay in transport, stoppage or break down of machinery, accident of any kind, any default or delay by any Xercise Zone suppliers or sub-contractors, riot, political or civil disturbances, the elements, act of god, any act of any State or Government or any authority or any other cause or any nature whatsoever directly beyond Xercise Zone's control.

Warranties

You warrant that the information you have given is true and correct and acknowledge that any discrepancy shall be deemed to constitute a breach of these terms and shall entitle Xercise Zone to terminate this Agreement immediately and take any action that may be necessary to protect its interest.

You warrant that you are physically and mentally sound to proceed with a normal course of exercise.

General

In the event of any inconsistency between any document and these Terms and Conditions, then the latter shall prevail.

The validity, interpretation and performance of the Member Commitment Form shall be governed by the Law.

These conditions apply to all services supplied by Xercise Zone to the applicant unless expressly varied in writing by Xercise Zone.

I acknowledge that the agreement may not be transferred to any other person without the consent of Xercise Zone.

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Collection Statement

To assist us in conducting our business functions and activities (including providing you with group personal training services, information, products or services), we need to collect personal information about you.

We will generally try to collect your information directly from you.

By providing your personal information, you agree to its use and disclosure in accordance with this statement and our Privacy Policy.

If you do not agree, you must not provide your personal information, and we may not be able to contact you or provide certain products or services to you. We may disclose your personal information to other parties, including our third-party service providers, or other third parties as specified in our Privacy Policy (but only in limited circumstances).

Our Privacy Policy is available at <https://www.xercisezone.com.au/privacy-policy/>

It contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will deal with that complaint.

Xercise Zone recognises that the law that applies in the location in which you attend sessions allows you to elect not to provide your personal information.

However, please note that by not providing personal information, we may not be able to offer our services to you.

I have read the Exercise Zone rates sheet which details the pricing structure for Exercise Zone members as well as the Terms and Conditions of membership on the bottom of this page and I agree to be bound by them.

I agree to the use and disclosure of my personal information in accordance with the Xercise Zone statement.