

MEMBERSHIPS: Minimum Term is 12 Weeks. All Memberships are non-transferable, and all payments are non refundable.

FEES:

Membership Fee:	Premium Member \$50.00 (40 % Discount for Full Time University & High School Students - Copy of Student ID must be provided)	Payable:	Weekly for the upcoming Week
Termination Fee (Early):	remaining weeks of Minimum Membership Term x \$50 Premium \$30 Student	Payable:	If you terminate this agreement before the Minimum Membership Term ends
Termination Fee:	Premium \$100 (2 weeks notice) Student \$60 (2 weeks notice)	Payable:	If you terminate this agreement after the Minimum Membership Term ends

CASUAL PASSES: All Casual Passes are non-refundable and non-transferable

FEES:

10 Visit Pass:	10 x Group Fitness OR Open Gym Passes 6 Month Expiry from Date of Purchase	Payable:	\$150.00
5 Visit Pass:	5 x Group Fitness OR Open Gym Passes 3 Month Expiry from Date of Purchase	Payable:	\$85.00
Casual Pass:	1 x Group Fitness OR Open Gym Passes 2 Week Expiry from Date of Purchase	Payable:	\$20.00

PERSONAL TRAINING: All Personal Training Sessions are non-refundable and non-transferable. Payments will not be paused, missed sessions will be rescheduled within 1 week of the session. No Lock In contract, can cancel anytime by notifying via email

FEES:

1 on 1	1 Hour Weekly Session	Payable:	\$65.00 Paid weekly on direct debit
Group PT	1 Hour Weekly Session – Price is per person. Minimum 2 people.	Payable:	\$40 Paid weekly on direct debit

Weight Loss & Wellness Program: All Programs are non-refundable and non-transferable

FEES:

12 Week Program	12 Week Program	Payable:	\$600.00 paid up front
10 Week Program	10 Week Program	Payable:	\$500.00 paid up front
8 Week Program	8 Week Program	Payable:	\$400.00 paid up front
6 Week Program	6 Week Program	Payable:	\$300.00 paid up front

Embrace Academy: The Pre-Tee & Teen Girls Program is non-refundable and non-transferable

FEES:

Pre Teen Girls	10 Week Program	Payable:	\$120.00 paid up front
Teen Girls	10 Week Program	Payable:	\$150.00 paid up front

WORKSHOPS: All Workshops are non-refundable and non-transferable

FEES:

Workshops	Various Workshops as advertised	Payable:	Advertised Fee paid up front
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TERMS AND CONDITIONS

1. Background

- 1.1 We own the business trading as Embrace Fitness Solutions.
- 1.2 You wish to purchase Goods and Services from us, and we agree to supply those Goods and Services to you on the terms of this agreement.
- 1.3 The terms of this agreement apply on every occasion we provide Goods and Services of any type to you unless agreed otherwise in writing between us.

2. Cooling-Off Period

- 2.1 You may terminate this agreement within 48 hours of the date of purchase provided that you give us written notice of the termination within that 48 hours via email to admin@embracefitnesssolutions.com.

3. On-Going Agreement

- 3.1 This is an on-going agreement that commences on the Start Date and continues in effect until terminated.

4. Fees for Services

- 4.1 You must pay the Fees when they are payable in the amounts provided for in this agreement.
- 4.2 You must pay the Membership Fee weekly in advance each week. The Membership Fee represents access to any Services for seven days.
- 4.3 You must pay the Termination Fee (Early) if you terminate this agreement before the Minimum Membership Term ends.
- 4.4 You must pay the Termination Fee if you terminate this agreement after the Minimum Membership Term ends.
- 4.5 You do not have to pay the Termination Fee (Early) or the Termination Fee if you terminate this agreement during the Cooling-Off Period or under clause 10.1(a); or if we terminate this agreement in accordance with clause 10.2.
- 4.6 We may increase the Fees at any time except during the Minimum Membership Term.

5. Direct Debit

- 5.1 You agree to pay any Membership Fees by direct debit of your nominated bank account/credit card.
- 5.2 The direct debit will be conducted by a third party biller.
- 5.3 Our acceptance of this agreement is contingent upon your acceptance of any periodic billing agreement required by the third party biller.

6. Fees for Goods

- 6.1 The fees for the Goods will be as quoted or invoiced by us in writing to you.
- 6.2 We may amend or withdraw a quotation for the provision of Goods at any time before it is accepted by you.
- 6.3 You may not vary or cancel any request for Goods unless you:
 - (a) first obtain our written consent; and
 - (b) indemnify us for any loss or damage caused by the variation or cancellation.

7. Physical Condition

- 7.1 You warrant that:
 - (a) you are not aware of any medical or other reason why you should not use the Services and exercise at the time of signing this agreement, unless you have advised us in writing to the contrary;
 - (b) the answers you provided to the Pre-Membership Health Screen via the Booking System are true and correct to the best of your knowledge and belief; and
 - (c) you will not use the Services if you are aware of any medical reason why you should not exercise.
- 7.2 You must inform us in writing via email admin@embracefitnesssolutions.com if you believe there is a risk to your health by using the Services at any time.
- 7.3 You acknowledge and accept that you are aware of the inherent risks of injury or ill health resulting from the provision of the Services and from participation in exercise generally. You agree to participate in all activities at your own risk and responsibility whether supervised by us or not.

8. Reasonable Directions

- 8.1 You agree to follow any reasonable direction of EFS relating to health, safety, security or other matters.

9. Warranties and Limitation of our Liability

- 9.1 Under the Law, we guarantee that the Goods and Services we supply:
 - (a) are provided with due care and skill;
 - (b) are reasonably fit for any purpose you have told us you are using the Goods and Services for; and
 - (c) are supplied in a reasonable time.
- 9.2 You agree, to the extent allowed by the Law, to exclude or modify our liability to you for death or injury from our failure to comply with any statutory warranties prescribed by the Law.

- 9.3 Except as required by Law, we give no warranty in relation to any Goods and Services supplied to you. You acknowledge that you have not relied on any representations or warranty made on our behalf.
- 9.4 All warranties, guarantees and conditions implied at common law or under statute are expressly excluded from these Terms and Conditions, unless such exclusion would be illegal or void.
- 9.5 We are not liable for death or injury caused by our negligence or breach of implied terms that the Goods and Services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.
- 9.6 To the extent permitted by Law, liability under these Terms and Conditions or a warranty, guarantee or condition which cannot legally be excluded is limited to:
- (a) the supply of the Goods and Services again; or
 - (b) the payment of the cost of having the Goods and Services supplied again.
- 9.7 You indemnify us against any and all loss suffered or incurred by us in connection with:
- (a) the provision of the Goods and Services to you;
 - (b) any breach of this agreement by you; and
 - (c) damage or destruction to our property.
- 9.8 You will release us from and indemnify us against any and all Loss suffered or incurred by you in connection with:
- (a) the provision of the Goods and Services;
 - (b) any breach of this agreement by us; and
 - (c) damage or destruction to your property.

10. Default and Termination

- 10.1 You may terminate your membership if:
- (a) you cannot use the Services because of permanent sickness or physical incapacity. This must be confirmed in writing by a doctor, and you agree that we may contact this doctor to confirm their opinion;
 - (b) you give us 2 weeks written notice via email admin@embracefitnesssolutions.com that you terminate this agreement (after the 12 week minimum period); or
 - (c) you elect to terminate during the Cooling-Off Period pursuant to clause 2.
- 10.2 We may terminate this agreement if we give you written notice that we terminate this agreement.
- 10.3 Without prejudice to any of our accrued rights or remedies, if an Event of Default occurs, then:
- (a) any monies payable by you to us whether due for payment or not will become immediately due and payable;
 - (b) we may recover any legal costs incurred by us (on an indemnity basis) arising out of or in connection with the Event of Default.
- 10.4 You may pause your membership for a maximum period of up to 4 weeks per calendar year for medical purposes only. The minimum pause period is 1 week. You must provide written proof of injury from your treating Physician. All requests to pause must be in writing via email admin@embracefitnesssolutions.com. If you request to pause your membership for medical reasons within the initial 12 week minimum period, your minimum period will be extended by the amount of weeks you have paused for.
- 10.5 In the event of a Government mandated facility closure of more than 1 week; or natural disaster, which results in a facility closure for more than 1 week; EFS will endeavour to run classes online via Zoom where possible or reasonable. We will waive the 12 week membership minimum term if you wish to cancel during this time. The 2 weeks notice period to cancel membership still applies. All other Programs and Workshops will be run online. Upfront fees and payments are non refundable and non transferable.

11. Authority to Release Photographs

- 11.1 You authorise us to use and publish photographs of you in print and/or electronically. You agree that such photographs may be used with or without your names and for any lawful purpose, including publicity, illustration, advertising and web content.
- 11.2 You will not be consulted about the specific context in which your photograph appears, and we are not required to inform you where or when your photograph is being used.

12. Online Services Terms of Use

- 12.1 We provide Online Services to you in connection with the provision of the Goods and Services. By signing these Terms and Conditions, you accept the terms of use of Online Services.
- 12.2 You are responsible for all content you contribute to our Online Services (including text, photos, videos, audio and links).
- 12.3 By sharing content to our Online Services you:
- (a) grant us a royalty-free licence to use your content in any way we want;
 - (b) confirm that you have the right to use any copyright material you contribute;
 - (c) confirm that you have permission of anyone appearing in the material that you contribute;

- (d) acknowledge that we have ultimate control over the content shared on the Online Services and agree that we may edit or remove your contribution if we consider it to be inappropriate or unsuitable.

12.4 If you breach the Online Services terms of use, we may restrict or limit your access to the Online Services.

13. Privacy Policy

13.1 In the course of providing the Goods and Services to you, we collect and hold your personal information.

13.2 The kind of personal information collected by us includes:

- (a) your name;
- (b) your contact details;
- (c) your photographs;
- (d) details about your health and medical history; and
- (e) any other information that you chose to disclose to us.

13.3 We do not collect any personal information about you unless you specifically disclose it to us. You might do this by engaging with our Online Services or by otherwise communicating with us.

13.4 Your personal information will be held for an indefinite period of time and will be stored and disposed of securely.

13.5 Your personal information will be used by us to structure the provision of the Services to you as an individual and it is strictly held by us in connection with the provision of the Services. We do not disclose your personal information to third parties except as required by law or as reasonably required to protect us.

13.6 You may request copies of your personal information held by us at any time, these requests are best made by emailing us. If any of the personal information held by us is not correct, you may direct us to correct that information.

13.7 If you wish to make a complaint about our privacy practices the procedure is as follows:

- (a) prepare a written complaint (and provide details of how we can contact you to resolve the complaint) and post or email it to us in accordance with clause 15;
- (b) we will acknowledge receipt of your complaint within five (5) business days of receiving the complaint;
- (c) we will provide you with a response to your complaint within thirty (30) days;
- (d) if you are dissatisfied with the response to your complaint or your complaint has not been responded to within thirty (30) days, you can make a complaint to the Privacy Commissioner at the Office of the Australian Information Commissioner at:

GPO Box 5218

SYDNEY NSW 2001

14. Intellectual Property

14.1 All intellectual property rights in the Online Services, the Services and the goods owned or licensed to us including all logos, images, names, designs, trademarks and copyright are reserved to us.

14.2 You may not reproduce, republish, modify, adapt, translate, prepare derivative works from, reverse engineer or disassemble our intellectual property without obtaining our prior written permission.

15. Notices

15.1 Any notices to each other required by these Terms and Conditions must be in writing and sent to the addresses noted in this agreement.

15.2 Notices are taken to be received:

- (a) if hand delivered, at the time of delivery;
- (b) in the case of a posted letter, on the third business day after posting; and
- (c) in the case of email, when the confirmation of receipt from the receiving machine is received by the sender.

16. Dictionary and Explanation

(a) "Event of Default" means any one of the following:

- (i) you fail to pay any invoice or demand for payment issued by us; or
- (ii) you breach your obligations under these Terms and Conditions and the breach is not remedied within three (3) business days;

(b) "Goods" means EFS branded merchandise.

(c) "Law" means the *Competition and Consumer Act 2010* (Cth) (as amended from time to time) and any other applicable law;

(d) "Loss" means liabilities, losses, damages, expenses and costs of any kind or any nature, whether arising in contract or tort (including negligence) or under a statute and also includes:

- (i) loss of profits, loss of revenue, loss of anticipated savings, loss of opportunity and pure economic loss;
- (ii) any other consequential, special or indirect loss or damage; and

- (iii) legal costs on a full indemnity basis;
- (e) "Online Services" means without limitation the EFS Facebook Page, all EFS Facebook groups and the EFS Instagram Page;
- (f) "Services" means the personal training services provided by us to you;
- (g) "Terms and Conditions" means this agreement together with any quotation or order;
- (h) Unless expressed to the contrary, in these Terms and Conditions:
 - (i) a reference to any party includes that party's legal personal representatives, successors or assigns;
 - (ii) if words or phrases are defined, other grammatical forms have corresponding meanings;
 - (iii) a reference to a monetary amount means that amount in Australian currency;
 - (iv) "includes" means "includes without limitation";
 - (v) a right or obligation of any two (2) or more persons confers that right or imposes that obligation jointly and severally.

17. General

17.1 Survival

Any obligations in these Terms and Conditions which are of a continuous nature or which are not fully satisfied and discharged on fulfilment or termination of an order, will continue to apply.

17.2 No Waiver

Our failure to enforce at any time, or for any period of time, any term of this agreement will not constitute a waiver of such term and will in no way affect our right later to enforce those terms.

17.3 Entire Agreement

These Terms and Conditions represent the entire agreement between the parties and supersede all prior negotiations, arrangements, agreements and understandings, either verbal or written between us.

17.4 Assignment

We may assign the performance of our obligation to provide the Services to you from time to time as reasonably required without any notice to you.

17.5 Variations and Errors

No variation to these Terms and Conditions is enforceable unless it is in writing and signed by both of us.

17.6 Severance

Any provision of these Terms and Conditions which are found to be invalid or unenforceable are to be severed but all other provisions shall remain unaffected.

17.7 Counterparts

These Terms and Conditions may be signed in counterparts (meaning at different times, in different places, by the respective parties). The counterparts, once exchanged, constitute binding Terms and Conditions on both of us.

17.8 Governing Law

These Terms and Conditions are governed by the laws of Queensland and the Commonwealth of Australia and both of us submit to the non-exclusive jurisdiction of the courts of Queensland.