

Term Fees

Term fees are for an initial, minimum period of twelve (12) weeks. (Minimum cost of \$240 at one (2) session per week (\$20). Alternatively, we have an unlimited membership for minimum cost of \$360. After this initial twelve (12) week period, the client membership will continue until a cancellation request is made*. *Please refer to "Membership Cancellation Policy".

Direct Debit Fees

Direct debit is an automatic fortnightly deduction from a credit card (Visa or Mastercard ONLY) or bank account (BSB and ACC numbers). The direct debit will take place fortnightly. The minimum term for direct debit payments is six (6) full direct debit payments equivalent to the minimum membership term of twelve (12) weeks. (Minimum cost \$240 at one (2) session per week, (\$20). Transaction fees will be absorbed by the customer.

Auto-Renewal Policy

At the conclusion of the initial 12-week minimum term, the client's membership will be automatically renewed. This means that the payments will continue to be deducted for the same amount as their initial membership. The auto-renewal charges will continue indefinitely until a cancellation request is made*. *Please refer to "Membership Cancellation Policy".

Session Attendance Policy

Members whom hold a gold membership may attend 2 (two) session per week. This is not limited to a single location. Members whom hold an platinum membership may attend as many available sessions each week of their paid membership. A client whom is missing multiple sessions may seek temporary suspension of membership**. **See "Membership Suspension Policy".

Membership Suspension Policy

The membership suspension policy is provided for periods of time where clients are going away on holiday or where the member will miss 2 weeks or more of sessions. The suspension policy allows the client to suspend membership charges for up to 4 weeks out of every 12 week period (counted in blocks of 12 weeks from initial signage). Clients may suspend their membership by notifying Platinum Body on info@platinumbody.com.au or 0417 874 489.

Membership Cancellation Policy

The membership cancellation policy provides the member with ability to terminate their membership and no longer participate in sessions. The client may cancel their session membership at any chosen time. If the member is still within the initial twelve (12) week period, they will be charged equivalent to four (4) weeks membership fees. This will mean two (2) fortnightly payments will be processed after the cancellation request is made regardless of whether the client participates in training sessions or not. Members who are outside their initial 12-week membership period and are on an auto-renewal membership require only two (2) weeks paid notice, equivalent to one (1) fortnightly direct debit payment, which will be processed after the request for cancellation is made. Members who have processed a cancellation request are welcome to come to sessions during this "exit" period.

Offer and Acceptance

These conditions apply to Platinum Body Group Training services provided by Platinum Body to the applicant. Unless expressly varied in writing by Platinum Body, Platinum Body reserves the right to accept, reject or terminate client enrolment or membership request at any time.

Acknowledgement of Risks, Injury and Obligations

I acknowledge that the activity I am to undertake is a dangerous activity 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. 6) I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of the instructor. 7) There may be no or inadequate facilities for treatment or transport of me if I am injured. 8) I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity. 10) Sessions may be cancelled with short notice.

Release and Indemnity to the instructor

In consideration of the acceptance of my payment for participating in the activity I agree to release

and indemnify the instructor as follows: 1) I participate in the fitness activities at my sole risk and responsibility. 2) I release, indemnify and hold harmless the Platinum Body instructor, 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 in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Platinum Body instructor in respect of that injury or damage.

Exclusions

This is in substitution for and excludes all express and implied conditions, warranties or liabilities of any kind relating to the services sold and save as expressly provided in this clause. Platinum Body 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 the connection with the services or work in connection therewith. The applicant shall not have any claim of any nature whatsoever against Platinum Body for any failure by Platinum Body to carry out any of its obligations under contract as a result of a force majeure including but without being limited to strike, lock out, shortage of labor or material, delay in transport, stoppage or breakdown of machinery, accident of any kind, any default or delay by any Platinum Body 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 Platinum Body's control.

Warranties

The applicant warrants that the information it has given is true and correct and acknowledges that any discrepancy shall be deemed to constitute a breach of these terms and shall entitle Platinum Body to terminate the agreement forthwith and take any action, which may be necessary in order to protect its interest. The applicant warrants that they are physically and mentally sound to proceed with normal course of exercise.

General

In the event of any inconsistency between any document and these Terms and Conditions of

Client, then the latter shall prevail. The validity interpretation and performance of the enrolment shall be government by the laws of the State or Territory in which you permanently reside. These conditions apply to all services supplied by Platinum Body to the applicant unless expressly varied in writing by Platinum Body.

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