

PLATINUMBODY - Terms and Conditions

IMPORTANT: Please read this document carefully. It is a condition of your use of our services that you comply with these terms and conditions. These **terms** and **conditions** apply to all goods or services supplied by Platinum Body. They are to be read in addition to and will prevail over any additional terms and conditions specified for any individual purchase of group sessions and Personal Trainer sessions supplied by Platinum Body. In so committing to Platinum Body sessions and Personal Training, I **acknowledge, warrant, and agree** that:

1. Interpretation:

- **Platinum Body** means Platinum Body Personal Training ABN 24 341 857 (Renee Platt) and its permitted successors and assigns.
- **Agreement** means this document, the attached Enrolment Form (or if completed online) as well as any schedule or annexure to this document.
- **Representative** means any of Platinum Body directors, officers, contractors, sub-contractors, servants, agents or other representatives.

2. Membership Policy:

- All members are to wear suitable attire and footwear, bring a mat, a drink bottle and any other aids required by the member (e.g. asthma puffers, sunscreen etc) to each session.
- All members commit to attending the sessions to the end of the 12 week term or the remaining time left of the term as soon as the member commences training with Platinum Body.
- All members commit to a membership package where the member agrees to continue with the agreed package until the term finish date. The member may upgrade to a higher membership package with more sessions within the term but may not downgrade to a membership package with lessor sessions until the following term.
- All members that fail to attend any particular Platinum Body 1:1 or Small Group PT session are able to attend make up sessions to the equal number of missed sessions by the term finish date. Any missed sessions not made up by the term finish date will be forfeited. 24 hours notice must be given to cancel a PT session.

3. Terms of Payment:

- Payment is due weekly to Platinum Body via Platinum Body's direct debit provider Paychoice and the member has read and agreed with Paychoice's direct debit terms.
- Minimum term of the payments will be from the member's commencement of the session term to the term finish date and not shorter.
- Platinum Body may withhold or refuse delivery of its services to the member until such time that all payments are up to date.
- In the event of a failed Direct Debit payment, the member will incur a fee, which will be added to the next successful payment. This cost will vary depending on the charges imposed by the Direct Debit Company controlling the debit from the member's account or credit card.
- After the term finish date, the membership remains an active Platinum Body membership and the member will not need to join again, hence the payments will continue to be withdrawn once the new term commences.

4. Refund:

- Once the member has commenced the term, the member is not entitled to a refund for any reason.
- Any missed PT sessions not made up by the term finish date will not be credited to the member and will be forfeited.

5. Cancellations:

- A membership, once commenced, may not be cancelled before the term finish date and payments will continue until such time is completed.
- If it becomes necessary for a member to cancel before the agreed upon term is up, four weeks' notice must be given. This means the payments will continue for 4 weeks and access is still available for the four weeks to the sessions.

- Should the member decide not to continue with the membership in the NEW term, they will need to complete the membership cancellation form at Platinum Body **1 week prior to the new term cancellation date.**
- A membership may be suspended due to medical reasons once a doctor's certificate has been provided outlining the member's condition. Suspended membership will incur an admin fee of \$10 (ten dollars).

6. Platinum Body's Rights: Platinum Body may:

- Cancel or postpone a session.
- Refuse member entry or continuation in a session if Platinum Body's Representatives have deemed (at their sole discretion) the member to be medically or physically unfit to participate. However, Platinum Body is not able to provide advice concerning the member's medical fitness to undertake exercise or activity and that is the member's responsibility to seek medical advice in this regard.

MEMBER CONSENT:

7. **Warning:** Participation in Platinum Body group sessions and Personal Training can be inherently dangerous. Accidents may happen which may result in personal injury. I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in each relevant Platinum Body sessions
8. **Fitness to Participate:** I warrant that I am physically and medically sound to proceed with the Platinum Body exercise program. I will notify Platinum Body in writing of any change to my fitness and ability to participate.
9. **Medical Treatment:** I consent and authorize Platinum Body and its Representatives to administer or obtain medical assistance in the event of an accident or medical condition I may suffer whilst participating in the Platinum Body sessions and agree to pay for any costs or expenses incurred by Platinum Body in administering or obtaining such medical assistance.
10. **Photographs and right to use:** Photos may be taken and used by Platinum Body without compensation to me. I understand such photos are and will remain the property of Platinum Body for promotional purposes only.
11. **Children:** I will supervise any children I bring into Platinum Body and will under no circumstance hold Platinum Body liable. By signing this waiver, you acknowledge and accept the risks associated with the activity and waive the right to bring a legal claim if the children you bring in are injured.
12. **I have read, understood, acknowledge and agree to the above declaration and acknowledge that during all such times whilst participating in Platinum Body exercise sessions both my property, my person and children I bring in shall be at my own risk and I will not hold Platinum Body or its Personal Trainers liable for any personal injury or loss of property, whether caused by negligence by Platinum Body, its servants or agents.**