

## TERMS AND CONDITIONS OF YOUR PUMPEDFIT GROUP FITNESS MEMBERSHIP

### 1. Membership Policy

- All members are to bring a towel, suitable attire and foot-wear, a drink bottle and any other aids required by the member (e.g.-asthma puffers, sunscreen etc.).
- All members are to have completed the Pre exercise-screening questionnaire before commencing PumpedFIT sessions, and are to have answered the Pre exercise-screening questionnaire truthfully, without withholding any information that could affect their health or their exercise plan.
- Outdoor classes are definite, except in the event of a severe storm such as thunder and lightening. No sessions shall be credited due to adverse weather.
- Please note, all public holidays, Easter, Christmas and New Year's holidays are factored into your fees and no pauses for this time will be processed or approved. If you want to suspend your membership for the minimum two weeks, please do so in writing to [info@pumpedfit.com.au](mailto:info@pumpedfit.com.au)
- No sessions shall be credited due to any personal injury.
- By signing these terms and conditions I agree to let PumpedFIT use my personal details to send me marketing material via email or any other means.
- If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.
- PumpedFIT may alter the terms and conditions contained herein at any time by giving reasonable notice to the member of the change.
- The member may not claim any offset or counter claim against any payments due by it to PumpedFIT.
- This agreement is governed by the laws of the state of Queensland and the parties submit to the jurisdiction of the courts of that state.
- Neither party shall be liable for any act of war, strike, industrial action, fire, flood, drought, storm or other act of natural cause beyond the reasonable control of either party.
- The member authorises PumpedFIT:
  - To the extent permitted by law, to collect, retain and use any information about the member.
  - To disclose any information obtained by any person for the purpose of delivering the services.
- The member indemnifies PumpedFIT:
  - Against any penalty or liability incurred by PumpedFIT for any breach by the member of these terms and Conditions.
  - Against all actions, claims, demands, losses, damages, costs and expenses which PumpedFIT may sustain or incur or for which PumpedFIT may become liable whether during or after the term of this agreement, by reason of any act or omission or negligence by the member.
- I acknowledge that during all such times whilst participating in a PumpedFIT exercise session both my property and my person shall be at my own risk and I will not hold PumpedFIT or its Personal Trainers liable for any personal injury or loss of property, whether caused by negligence by PumpedFIT, its servants or agents.
- I warrant that I am physically and medically sound to proceed with a PumpedFIT exercise program.

- I acknowledge that there will be times throughout the year when PumpedFIT sessions/classes are not running due to holiday periods and other circumstances.
- I acknowledge that PumpedFIT reserves the right to alter the class timetable at any given time, without any prior notice.
- I acknowledge that I have received this PumpedFIT Terms of Payment and Policy and agree to the terms and conditions of the PumpedFIT Terms of Payment and Policy literature.
- I acknowledge that all PumpedFIT fees are non refundable and non transferable regardless of any injuries or given situations.
- I acknowledge that I may only suspend my membership for a minimum of 2 weeks and a maximum of 3 months during a 12-month period.
- PumpedFIT may terminate this agreement by giving 7 written days notice to the member.
- The member indemnifies PumpedFIT for any loss or damage suffered as a result of termination of this agreement by PumpedFIT.
- The member agrees to provide PumpedFIT with 4 weeks written notice of its intention to terminate this contract. Sessions may be used up until the end of the 4 weeks.
- I acknowledge that this membership is non-transferable and unable to be terminated until it has expired, or been fully completed, and my 4 weeks written notice have been given to PumpedFIT stating that I wish to terminate this membership, unless authorized by the Director due to permanent sickness or physical incapacitation (a Dr's certificate is required).

## 2. Terms of Payment

- Payment is due according to your investment details outlined in your agreement.
- PumpedFIT may withhold or refuse delivery of its services to the member until such time that all payments are up to date.
- All fees, costs and expenses as agreed between PumpedFIT and the member are exclusive of any amount that PumpedFIT is obliged to charge the member according with GST Legislation.
- In the event that the member has not paid the entire purchase price or payment has been dishonored, PumpedFIT shall be entitled to exercise a lien over the services the subject of this agreement.
- In the event that PumpedFIT does not receive the payment from the member and, PumpedFIT retains possession or control of the services and, the member has made a demand in writing of PumpedFIT for the services, then PumpedFIT may declare those services null and void and may claim from the member the loss to PumpedFIT in such declaration.
- The member agrees to pay all legal costs, disbursements and or mercantile agent and collection costs incurred by PumpedFIT, on an indemnity basis, for any action taken by PumpedFIT for the default of the member of payment of any invoice or for any of the terms and conditions of this agreement;
- PumpedFIT reserves the right to withhold all action on PumpedFIT's behalf for the supply of services to the member if, at any time, the member is in breach of any obligation contained herein, including those relating to payment. PumpedFIT will not be liable to the member for any loss or damage suffered as a

result of PumpedFIT exercising its rights pursuant to this bullet point clause;  
Upon the occurrence of any following:

- The member failing to satisfy any payment owing to PumpedFIT;  
or
  - In PumpedFIT's opinion, the member will be unable to make payments when they fall due; or
  - The member becomes insolvent; or
  - The member proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
  - In respect of the member, a receiver, manager, liquidator or other is appointed; then PumpedFIT may cancel any remaining services ordered by the member which remain unperformed, and all amounts owing by the member to PumpedFIT will immediately become payable.
- I am aware that if I do not fulfill this entire memberships' terms of payment and the investment details stipulated below, that a debt collection agency may be appointed by PumpedFIT to recover any outstanding monies owed to PumpedFIT. I acknowledge that this may affect my personal credit rating.

### 3. Confidentiality

The Individual mentioned on page one of this document, which is deemed to be participating in a PumpedFIT program ("the member") of the other part.

#### BACKGROUND

- PumpedFIT has allowed the Member to participate in its exercise programs.
- PumpedFIT is anxious to ensure that any information of its financial and business dealings, as well as all systemization and intellectual property to which the member may have access remains confidential.
- The Member agrees to keep any such information confidential.

#### OPERATIVE PROVISIONS

- a) The parties acknowledge that the Member may have access to the Business's financial and business dealings, as well as systemization and intellectual property affairs. The information obtained by the Member in relation to those matters will be confidential and referred to in this membership's terms and conditions as "Confidential Information".
- b) The Member will not disclose Confidential Information to any person or party without the consent of PumpedFIT. Where the Member is in possession of any information and or intellectual property and there is any doubt about whether the same is Confidential Information, the Member will still keep such information confidential and not disclose any part of it to any person or party without the consent of PumpedFIT.
- c) The Member will take all precautions to ensure that the Confidential Information is not disclosed to any person or party. The Member will alert PumpedFIT to any unauthorized disclosure of Confidential Information as soon as the Member becomes aware of it. The Member will also take any reasonable steps that PumpedFIT directs in relation to such unauthorized disclosure.
- d) The Member will on the request of PumpedFIT, deliver to PumpedFIT, records, documents and material of any kind containing Confidential Information.

- e) Confidential Information will not include any information;
  - a. In the public domain;
  - b. Disclosed with the authorization of PumpedFIT, or
  - c. Which the Member is required by law to disclose.
- f) The member acknowledges that PumpedFIT will suffer loss from any unauthorized disclosure of Confidential Information and in addition to any other remedy permitted by law PumpedFIT will be entitled to obtain injunctive relief and an order for specific performance for any breach or threatened breach of these terms and conditions.
- g) PumpedFIT will be entitled to claim from the Member any loss or damage of any kind whatsoever caused by a breach of these terms and conditions. The Member will in addition to any loss or damage reimburse PumpedFIT for any legal costs incurred on a full indemnity basis in relation to any action taken by PumpedFIT under the terms of these terms and conditions.
- h) Should these terms and conditions be unenforceable in any jurisdiction then that unenforceability will be limited to that jurisdiction and the unenforceability of these terms and conditions in one jurisdiction will not limit the enforceability of these terms and conditions in any other jurisdiction.
- i) Where any provision of these terms and conditions is unenforceable such unenforceability will not affect the enforceability of the whole terms and conditions. The unenforceable provision shall be severed from the terms and conditions and the balance of the terms and conditions shall to the extent that it is enforceable remain in full force and effect.
- j) Any variation or waiver of these terms and conditions must be in writing and signed by both parties. Any forbearance or extension granted by PumpedFIT is not to be considered a variation or waiver of these terms and conditions. A waiver of any provision of these terms and conditions by PumpedFIT for one purpose at a particular time will not affect PumpedFIT's right to insist on the performance of that provision for any other purpose at any other time.
- k) These terms and conditions are to be interpreted according to the law of Queensland and may be enforced by any court of competent jurisdiction within that state.
- l) These terms and conditions contain the entire agreement between the parties and no representation or warranty collateral or otherwise was made by the parties to induce the same.
- m) By signing this agreement, the Member agrees to uphold and abide by all clauses under the Confidentiality section of the terms and conditions document.

#### 4. Photographic Model Release

For valuable consideration received, I ("the member") hereby grant to Pumpedfit (photographer), those acting with the photographers permission and their legal representatives and assigns, the irrevocable and unrestricted right to use, copyright and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner or medium; and to alter the same without restriction. I ("the member") hereby release the photographer and his or her legal representatives and assigns from all claims and liability relating to said photographs.

## TERMS AND CONDITIONS OF YOUR PUMPEDFIT PERSONAL TRAINING PACKAGE

### 1. Membership Policy

- All members are to bring a towel, suitable attire and foot-wear, a drink bottle and any other aids required by the member (e.g.-asthma puffers, sunscreen etc.).
- All members are to have completed the Pre exercise-screening questionnaire before commencing PumpedFIT sessions, and are to have answered the Pre exercise-screening questionnaire truthfully, without withholding any information that could affect their health or their exercise plan.
- All Personal Training clientele that fail to show for a booked Personal Training session will attract the full session fee for that particular training session.
- The cancellation of a booked Personal Training session within 12 hours of it commencing will be charged full price.
- A cancellation of more than 12 hours for a booked Personal Training session will be allocated another time slot and no fee will be charged.
- All sessions are definite whether the weather is adverse in condition or not, and no sessions shall be credited due to adverse weather. In exceptional circumstance sessions will be allocated a nother time slot.
- No sessions shall be credited due to any personal injury.
- By signing these terms and conditions I agree to let PumpedFIT use my personal details to send me marketing material via email or any other means.
- If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.
- PumpedFIT may alter the terms and conditions contained herein at any time by giving reasonable notice to the member of the change.
- The member may not claim any offset or counter claim against any payments due by it to PumpedFIT.
- This agreement is governed by the laws of the state of Queensland and the parties submit to the jurisdiction of the courts of that state.
- Neither party shall be liable for any act of war, strike, industrial action, fire, flood, drought, storm or other act of natural cause beyond the reasonable control of either party.
- The member Authorises PumpedFIT:
  - To the extent permitted by law, to collect, retain and use any information about the member.
  - To disclose any information obtained by any person for the purpose of delivering the services.
- The member indemnifies PumpedFIT:
  - Against any penalty or liability incurred by PumpedFIT for any breach by the member of these terms and Conditions.
  - Against all actions, claims, demands, losses, damages, costs and expenses which PumpedFIT may sustain or incur or for which PumpedFIT may become liable whether during or after the term of this agreement, by reason of any act or omission or negligence by the member.
- I acknowledge that during all such times whilst participating in a PumpedFIT exercise session both my property and my person shall be at my own risk and I will not hold PumpedFIT or its Personal Trainers liable for any personal injury or loss of property, whether caused by negligence by PumpedFIT, its servants or agents.

- I warrant that I am physically and medically sound to proceed with a PumpedFIT exercise program.
- In the event of public holidays etc. sessions will be rescheduled and discussed on an individual basis
- I acknowledge that I have received this PumpedFIT Terms of Payment and Policy and agree to the terms and conditions of the PumpedFIT Terms of Payment and Policy literature.
- I acknowledge that all PumpedFIT fees are non refundable and non transferable regardless of any injuries or given situations.
- PumpedFIT may terminate this agreement by giving 7 written days notice to the member.
- The member indemnifies PumpedFIT for any loss or damage suffered as a result of termination of this agreement by PumpedFIT.
- The member agrees to provide PumpedFIT with 2 weeks written notice of its intention to terminate this contract. Sessions may be used up until the end of the 2 weeks.
- I acknowledge that this membership is non-transferable and unable to be terminated until it has expired, or been fully completed, and my 2 weeks written notice have been given to PumpedFIT stating that I wish to terminate this membership, unless authorized by the Director due to permanent sickness or physical incapacitation (a Dr's certificate is required).

## 2. Terms of Payment

- Payment is due according to your investment details outlined in your agreement.
- PumpedFIT may withhold or refuse delivery of its services to the member until such time that all payments are up to date.
- All fees, costs and expenses as agreed between PumpedFIT and the member are exclusive of any amount that PumpedFIT is obliged to charge the member according with GST Legislation.
- In the event that the member has not paid the entire purchase price or payment has been dishonored, PumpedFIT shall be entitled to exercise a lien over the services the subject of this agreement.
- In the event that PumpedFIT does not receive the payment from the member and, PumpedFIT retains possession or control of the services and, the member has made a demand in writing of PumpedFIT for the services, then PumpedFIT may declare those services null and void and may claim from the member the loss to PumpedFIT in such declaration.
- The member agrees to pay all legal costs, disbursements and or mercantile agent and collection costs incurred by PumpedFIT, on an indemnity basis, for any action taken by PumpedFIT for the default of the member of payment of any invoice or for any of the terms and conditions of this agreement;
- PumpedFIT reserves the right to withhold all action on PumpedFIT's behalf for the supply of services to the member if, at any time, the member is in breach of any obligation contained herein, including those relating to payment.  
PumpedFIT will not be liable to the member for any loss or damage suffered as a result of PumpedFIT exercising its rights pursuant to this bullet point clause;  
Upon the occurrence of any following:
  - The member failing to satisfy any payment owing to PumpedFIT; or

- In PumpedFIT's opinion, the member will be unable to make payments when they fall due; or
- The member becomes insolvent; or
- The member proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or
- In respect of the member, a receiver, manager, liquidator or other is appointed; then PumpedFIT may cancel any remaining services ordered by the member which remain unperformed, and all amounts owing by the member to PumpedFIT will immediately become payable.
- I am aware that if I do not fulfill this entire memberships' terms of payment and the investment details stipulated below, that a debt collection agency may be appointed by PumpedFIT to recover any outstanding monies owed to PumpedFIT. I acknowledge that this may affect my personal credit rating.

### 3. Confidentiality

The Individual mentioned on page one of this document, which is deemed to be participating in a PumpedFIT program ("the member") of the other part.

#### BACKGROUND

- PumpedFIT has allowed the Member to participate in its exercise programs.
- PumpedFIT is anxious to ensure that any information of its financial and business dealings, as well as all systemization and intellectual property to which the member may have access remains confidential.
- The Member agrees to keep any such information confidential.

#### OPERATIVE PROVISIONS

- n) The parties acknowledge that the Member may have access to the Business's financial and business dealings, as well as systemization and intellectual property affairs. The information obtained by the Member in relation to those matters will be confidential and referred to in this membership's terms and conditions as "Confidential Information".
- o) The Member will not disclose Confidential Information to any person or party without the consent of PumpedFIT. Where the Member is in possession of any information and or intellectual property and there is any doubt about whether the same is Confidential Information, the Member will still keep such information confidential and not disclose any part of it to any person or party without the consent of PumpedFIT.
- p) The Member will take all precautions to ensure that the Confidential Information is not disclosed to any person or party. The Member will alert PumpedFIT to any unauthorized disclosure of Confidential Information as soon as the Member becomes aware of it. The Member will also take any reasonable steps that PumpedFIT directs in relation to such unauthorized disclosure.
- q) The Member will on the request of PumpedFIT, deliver to PumpedFIT, records, documents and material of any kind containing Confidential Information.
- r) Confidential Information will not include any information;
  - a. In the public domain;
  - b. Disclosed with the authorization of PumpedFIT, or
  - c. Which the Member is required by law to disclose.

- s) The member acknowledges that PumpedFIT will suffer loss from any unauthorized disclosure of Confidential Information and in addition to any other remedy permitted by law PumpedFIT will be entitled to obtain injunctive relief and an order for specific performance for any breach or threatened breach of these terms and conditions.
- t) PumpedFIT will be entitled to claim from the Member any loss or damage of any kind whatsoever caused by a breach of these terms and conditions. The Member will in addition to any loss or damage reimburse PumpedFIT for any legal costs incurred on a full indemnity basis in relation to any action taken by PumpedFIT under the terms of these terms and conditions.
- u) Should these terms and conditions be unenforceable in any jurisdiction then that unenforceability will be limited to that jurisdiction and the unenforceability of these terms and conditions in one jurisdiction will not limit the enforceability of these terms and conditions in any other jurisdiction.
- v) Where any provision of these terms and conditions is unenforceable such unenforceability will not affect the enforceability of the whole terms and conditions. The unenforceable provision shall be severed from the terms and conditions and the balance of the terms and conditions shall to the extent that it is enforceable remain in full force and effect.
- w) Any variation or waiver of these terms and conditions must be in writing and signed by both parties. Any forbearance or extension granted by PumpedFIT is not to be considered a variation or waiver of these terms and conditions. A waiver of any provision of these terms and conditions by PumpedFIT for one purpose at a particular time will not affect PumpedFIT's right to insist on the performance of that provision for any other purpose at any other time.
- x) These terms and conditions are to be interpreted according to the law of Queensland and may be enforced by any court of competent jurisdiction within that state.
- y) These terms and conditions contain the entire agreement between the parties and no representation or warranty collateral or otherwise was made by the parties to induce the same.
- z) By signing this agreement, the Member agrees to uphold and abide by all clauses under the Confidentiality section of the terms and conditions document.

#### 4. Photographic Model Release

For valuable consideration received, I ("the member") hereby grant to Pumpedfit (photographer), those acting with the photographers permission and their legal representatives and assigns, the irrevocable and unrestricted right to use, copyright and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner or medium; and to alter the same without restriction. I ("the member") hereby release the photographer and his or her legal representatives and assigns from all claims and liability relating to said photographs.