

SPEEDFIT GENERAL TERMS & CONDITIONS

IMPORTANT: PLEASE READ THIS DOCUMENT CAREFULLY. If under 18, these Terms and Conditions must be read, understood and signed by a parent or guardian.

Please note that all SpeedFit training services, programs, guides, meal plans, detoxes, registration forms and anything that we offer as a paid or free service will be governed these Terms and Conditions unless We advise you otherwise at the time we provide the goods or services.

INTRODUCTION: By accepting these Terms and Conditions you acknowledge that you have been provided with a copy of these Terms and Conditions, have had a reasonable opportunity to read and understand them, and you agree to be bound by and comply with them.

DEFINITIONS: In these Terms and Conditions the following definitions apply: “SpeedFit”, “We”, “Us”, “Our” means the organisation providing the service to You. The “Client”, “You”, “Yours” means the person or party signing or otherwise entering into the contract formed on acceptance of these Terms and Conditions.

ENTITLEMENTS: As a Client of SpeedFit you are entitled to a training session with a qualified SpeedFit instructor for the duration of time and number of sessions as per your selected Membership. Session must be used by the expiry date specified for you type of Membership[(**Expiry Date**). All unused sessions will be forfeited if sessions are not completed prior to the Expiry Date.

EXPIRY OF SESSIONS: All pre-paid SpeedFit Training sessions must be used within the specified period (see "ENTITLEMENTS" for more details) from the date of purchase, unless stated otherwise. All unused sessions will be forfeited if sessions are not completed prior to the Expiry Date.

BOOKING YOUR SESSIONS: Your SpeedFit training sessions can be booked in person at one of our studios, over the phone, via email at bookings@speedfit.com.au, via SpeedFit app, or online through Mindbody. Please note: all bookings done online directly by the client are subject to approval by SpeedFit; we reserve the right to reject or change any such booking, giving You reasonable prior notice unless we are unable to do so due to circumstances outside our control.

LATE ARRIVAL: Please make every effort to arrive on time (10 mins before your scheduled booking time – 15 mins if it's your first/introductory session). If you arrive late, the session must still finish on time, as your trainer will have other clients booked in after your session.

CANCELLATION POLICY: A strict cancellation policy will be enforced for all sessions. If you are unable to make a session or need to reschedule, please advise the Studio by email, giving at least 12 hours notice. If less than 24 hours' notice is given, you will be charged for the session. We will give consideration to exceptional circumstances (we might require a medical certificate or similar).

MEMBERSHIP/PACKAGE CANCELLATION: Please note that our memberships & packages cannot be cancelled except in the case of permanent physical incapacity or due to permanent relocation as outlined below.

By signing up to one of our Session packages you are committed to purchase a nominated number of sessions with the specified Expiry Date (**Pre-purchased Sessions**), and to pay them off within the agreed period of time. You acknowledge that Sessions provided as part of a package are provided at a discount to the casual Session rate.

If you are unable by reason of permanent physical incapacity or due to permanent relocation into a region with no SpeedFit Studio located within 30kms from the place of your work or home, you will be entitled to transfer your membership to somebody else or to cancel it without paying any cancellation fees but you will not be entitled to a refund. If you have not already paid in full for Pre-purchased Sessions at the time

of transfer or cancellation you must still pay all amounts outstanding to SpeedFit in relation to those Pre-purchased Sessions, and transfer or termination does not in any way waive SpeedFit's rights to receive all amounts outstanding for Pre-purchased Sessions.

When relocating, you must give a minimum 4 weeks' notice. If your reason for cancellation is due to permanent physical incapacity, you will also be entitled to receive a refund for any unused sessions that have not expired. If we request it, applications for refund and cancellation must be verified by medical certificate or proof of purchase/rental agreement and applied for in writing (email to accounts@speedfit.com.au). Refunds will be paid within 21 days of receipt of written request and, if requested, documentation verifying the grounds for cancellation and refund. Refunds will not be issued for short-term illnesses.

PAYMENT POLICY: Payment for all sessions must be made in full at least 24 hours prior to the session commencing. For all packages & memberships that consist of 10 or more sessions, you will be required to pay up front or enter into a Direct Debit payment plan. Your payment plan will be set up on a fixed payment schedule and payments will be direct debited weekly, fortnightly or monthly as agreed with You at the time you establish your payment plan. Cancelling your booking does not cancel your direct debit payment for that week, but if sufficient cancellation notice is given, you will not be charged for a cancelled session.

PUTTING YOUR SESSIONS ON HOLD: You may temporarily suspend your SpeedFit membership if your account is up to date and you suffer illness or financial hardship (for example, due to loss of employment). When you make a request for suspension of your membership you must give us proof (such as supporting documents) to our reasonable satisfaction.

In any 12 month period you may freeze your membership up to 2 times for up to 3 months for both periods combined.

DIRECT DEBIT INFORMATION: If an automatic direct debit arrangement is in place, your agreed payments for Sessions will continue to be debited from your account until You or We cancel the arrangement by advising your bank or credit provider. If you stop the automatic debit arrangement in a way not described in these Terms and Conditions, or if payments are dishonoured you may be liable for unpaid fees, dishonour fees or additional charges as set out in your agreement with the direct debit service provider. You should, however, cancel any direct debit authorisation when your membership lawfully ends in accordance with these Terms and Conditions. Nothing in this section limits the terms and conditions set out in your agreement with the direct debit service provider.

YOUR PHYSICAL CONDITION: All new SpeedFit clients are required to complete a Pre-Exercise Questionnaire during or prior to their first session to establish their current health status prior to participating in an exercise program. You warrant that all information you provide to us in the Pre-Exercise Questionnaire or otherwise is complete and accurate and not misleading. Where answers to questions indicate that you may be at risk we may request that you receive clearance from a medical practitioner prior to starting your SpeedFit sessions and engaging in any physical activity that may be detrimental to your health, safety, comfort or physical condition. **SpeedFit strongly recommends that you seek medical advice prior to starting your SpeedFit exercise program.**

CHANGES TO YOUR PHYSICAL CONDITION: It is your responsibility to advise us of any changes in your health status that may alter your ability to perform your prescribed exercise program. You should cancel your SpeedFit session giving at least 24 hours' notice if suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to your trainer and other members and guests. We reserve the right to cancel or discontinue a session if we feel that starting or continuing the session may be detrimental to your health, safety, comfort or physical condition.

YOUR SAFETY: We give you warning that, whilst on our premises and during your SpeedFit training sessions you may suffer injuries including broken bones, soft tissue injuries and joint injuries. These

injuries may occur as a result of you slipping on wet flooring, collision with equipment or other members. If you suffer an injury during your training session, it is your responsibility to notify your instructor immediately so that first aid treatment can be administered.

PERSONAL PROPERTY: Lockers are available in our change rooms for storage of your personal items while you are at the Studio. Please don't bring valuables with you to the Studio, and take care look after your personal items. Your personal property is your responsibility at all times and SpeedFit and its employees and contractors are not responsible for loss or damage to your personal property.

CHILDREN ON PREMISES: Your children are welcome at SpeedFit subject to the following terms and conditions. Please note that SpeedFit does not provide any supervision for children and you remain fully responsible for your children, their safety, security and their actions at all times and under all circumstances before, during & after your session. We require that your children are well behaved and do not disturb other clients during their training. Children are to remain in the designated area (kids' corner) at all times. . If your children cause any damage to the property of SpeedFit or its clients, you agree that you will be liable for that damage and any associated loss or costs.

PRIVACY: Speedfit acknowledges and respects the privacy of individuals. The information that is being collected in this document is for the purpose of processing your SpeedFit Membership contract. The intended recipients of this information are SpeedFit, its authorized staff and contracted service providers such as financial institutions and government agencies covered by law. You will receive communications from SpeedFit from time to time updating you on items relating to Personal Training programs, our memberships or promotions. SpeedFit uses a range of mediums to communicate with members including, but not restricted to, direct mail, email, SMS and telephone. If you do not wish to have your information that is contained in this document used for this purpose, SpeedFit will be unable to process your membership. You have the right to access and alter personal information, protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of the SpeedFit Privacy Policy can be obtained on request or online at www.speedfit.com.au

EXCLUSION OF LIABILITY: You agree that you attend and use the SpeedFit Studio and all facilities and equipment entirely at your own risk. You agree that to the fullest extent permitted by law SpeedFit and its related entities exclude any liability to you under these Terms and Conditions, or in tort, statute or under any other law for any injury, damage, loss or costs of any kind (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by you or any other person, or for any costs, charges or expenses incurred by you arising from or in connection with these Terms and Conditions, the services provided by SpeedFit or any other act or omission of SpeedFit.