



KIKOFF Conditioning - Terms and Conditions

1.1 When does your agreement start?

You have a membership with us when you have exchanged payment details and your payment has been successfully processed for the training plan chosen.

Your membership is active from the date specified on your membership agreement, and from this date you are able to access training sessions as per your package at the KIKOFF Conditioning facilities until its expiry. cancellation.

1.1.1 Trial Memberships:

All trial memberships are subject to the same terms and conditions of any membership. A trial membership can only be used once and cannot be used in conjunction with any other promotion.

1.2 Can you change your mind?

All memberships have a 12 week period of no cancellation or freeze. Following this 12 week period you are free to cancel and freeze your membership as per the cancellation policy.

1.3 Will you be shown how to use the equipment?

Every member of KIKOFF Conditioning is entitled to a complimentary consult with Gary. This session is designed for you to discuss your fitness goals and direction or seek clarity on how to use the equipment properly and safely. Phone, email or ask at the office about class session times and how to book your KIKOFF Conditioning classes. It is highly recommended to undertake this Consultation on your first visit to ensure you exercise properly, safely and within your capabilities.

1.4 What does my membership entitle me to?

Included in all memberships with KIKOFF Conditioning is:

- Entry to KIKOFF Conditioning group classes as per your selection
- Access to the KIKOFF Conditioning App for class booking

What you need to know about your membership?

2.1 Your Membership

2.1.1 How will you be debited?

You are debited for the fortnight in advance by the credit card details you provided us with on your membership agreement.

The payment day for every member is on the day of joining. If this is not suitable, special arrangements can be made to alter the date - and a pro-rata will be organised. If this day falls on a Public Holiday then we will debit your account the following business day.

2.1.2 What do you need to do? You are responsible for:

- Making sure there are enough funds for payments to be made
- Telling us in advance if any changes are made to your payment details.

2.1.3 What if a membership payment fails?

If a membership fee is returned unpaid then you will be responsible for:

- Financial Institution charges incurred by KIKOFF Conditioning as a result of the unpaid amount and a late payment fee of \$8.00 for each unpaid debit;
- The next payment date may be double debited including the late payment fee.

If you have any queries about payments during your membership, then please let us know.

2.1.4 Can you put a freeze on your payments?

After your initial 12-week period you are able freeze your account.

In the event of illness, you are able to freeze your membership for a period anywhere between 1 week and 3 months total per calendar year. A medical certificate may be requested. In the event you are on holidays, you can freeze your account for a minimum of two weeks and up to a month. All membership freezes must be made via written notice and cannot be completed over the phone. A freeze on your membership must be notified in advance and *cannot* be back dated.

It is important to note we do not freeze for financial stress or change of mind. Due to our membership cap, a freeze request for these reasons may result in a member of KIKOFF Conditioning staff requesting your cancellation instead. This is to ensure we maintain the highest percentage of active members we can.

2.1.5 Can the terms of your agreement change?

We cannot guarantee that we will not need to add to, change or remove Rules, conditions of membership, including but not limited to the Membership Terms and Conditions, opening and closing hours and the service and facilities offered by the gym from time to time. Any such deletions, additions or changes will be notified in writing with at least 30 days' notice via email, letter, our website or signage throughout the gym.

KIKOFF Conditioning reserves the right to increase your membership fees at any time with four week's notice. In the event you wish to cancel, the minimum term notice period no longer applies, and you can cancel your membership effective with four weeks-notice.

2.1.6 How do you cancel your membership?

Your membership and all payments associated with your membership will continue until we receive written notice of cancellation, either at the gym or via email, fourteen (14) days in advance.

3 Gym Etiquette

If the below Gym Etiquette is not adhered to then you may be asked to leave the premises, or, pay a conditioning fine of 10 x 400m intervals on the Skillmill. You will have 3 days to complete your fine with video documentation or staff confirmation, or a debit of \$5 will be added to your next debit at staff discretion.

3.1 Dress code for members

- Suitable clothing must be worn at all times in the Gym. Please don't parade around half naked for extended periods of time.
- Shoes are not compulsory, but you do so at your own risk. KIKOFF Conditioning is not liable for any injury that may result from non-traditional footwear.
- Shirts or singlets must be worn at all times unless you have received prior permission.

3.2 Facilities

3.2.1 Equipment

Replace all weights on racks provided. If unsure, members must seek instruction on how to use equipment correctly prior to use.

Everything at KIKOFF Conditioning has a home. Please demonstrate the respect the space deserves. Everything wherever possible must remain off the floor - this allows Gary and other athletes the most freedom of movement. Your first and second violations of this rule will result in a fine being issued via private messenger. Continued violations of this will be posted in the KIKOFF Conditioning - Members Page.

3.2.2 Group fitness Classes

Please arrive 10 minutes before the start of classes to ensure an adequate warm up. KIKOFF Conditioning may change the group timetable from time to time and coaches may change according to personal schedules.

3.3 General

Smoking, weapons, alcohol, illegal drug use/solicitation is totally prohibited within KIKOFF Conditioning and will result in immediate termination of the membership or employment.

Rude, offensive or disorderly behaviour and foul language will result in a warning and conditioning fine as discussed in section 3.

4 Legal Information

4.1 Definitions

we or us meaning KIKOFF Soccer Centres Pty Ltd t/as KIKOFF Conditioning.

you meaning the member of KIKOFF Conditioning.

the gym meaning KIKOFF Conditioning located at 3-5 Hogan Avenue, Sydenham

4.2 We reserve the right to refuse entry to any person

Including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour that may be deemed threatening or harassing, and includes damaging equipment in the club and perceived risks, including but not limited to, the use of illegal or performance enhancing drugs. This will be at the sole discretion of KIKOFF Conditioning management.

4.3 Your Health and Safety

You are entitled to a consultation with an KIKOFF Conditioning Team member at the gym. Should you choose not to do so, guidance may not be offered whilst you exercise in the gym. If you believe there is risk to your health by participating in any of the fitness activities offered at the gym, you must inform us in writing of that risk and give full details of the risk. We strongly recommend that medical clearance is obtained prior to starting any form of exercise.

It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by the gym, including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you must consult a member of staff before use.

4.4 Issues With Outside Contributors

We will, to the best of our ability, help you resolve issues with contributors but will not be held liable for any act of omission made by the provider.

4.5 Warning

When engaging in fitness programmes and fitness classes accidents can happen that may result in me being injured or my death. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the risk of injury from participating in fitness, programmes and fitness classes carried on by us or our fitness professionals. I am aware that any injury/accident sustained within KIKOFF Conditioning should immediately be reported to reception staff or a manager.

4.6 Exclusion of Liability

Except to the extent that terms are implied into a contract for the sale of goods and services by the *Trade Practices Act 1974* (Cth) or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to participate in fitness activities of the gym that the gym and its directors, fitness professionals, employees, contractors are absolved from all liability however arising from any injury or damage however caused (Whether fatal or otherwise) due to any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of the gym.

4.7 Release and Indemnity

In consideration of the gym providing me with membership of which entitles me to engage in fitness activities of the gym, I:

- Release and forever discharge the gym from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in fitness activities of the gym; and
- Indemnify the gym to the extent permitted under the *Trade Practices Act 1974* (Cth) or otherwise by law in respect to any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising as a result of or in connection with my involvement in fitness activities of the gym whether caused or contributed to, directly, or indirectly by any negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of the gym.

4.8 Privacy Policy

Upon joining the gym, and throughout the course of your membership, we will have access to some of your personal details such as about your financial situation, health and other private details. We will only use your information in accordance with what is required of your membership stated on your membership agreement.

- Personal information including private and financial details is collected voluntarily and the gym will not record or monitor any personal information without consent.
- The gym will take all possible steps to ensure the security of any personal information provided, and endeavour to keep all information up to date. You also acknowledge that it is your responsibility to keep the personal details you choose to provide the gym as up to date as possible.
- They gym recognises that nobody is obligated to disclose personal information, however failure to do so may result in the gym being unable to provide services due to incompleteness of the Membership Agreement.

Any concerns or queries regarding the KIKOFF Conditioning Terms and Conditions should be directed to the General Manager by email. E: conditioning@kikoff.com.au