

Terms and Conditions

To start your membership

What's our age limit

Meeting our minimum age you must be at least 14 years old to become a member.

Joining aged 14–15 If you are under 16, a parent or guardian must sign your membership agreement and pre-exercise questionnaire. You can then: use cardiovascular equipment, and take part in group fitness classes. You may not take part in unsupervised resistance training

Joining aged 16–17 If you are 16 or 17, a parent or guardian must co-sign your agreement and pre-exercise questionnaire. You may then do unsupervised resistance training once a qualified staff member has: assessed your pre-exercise questionnaire written and supervised an initial resistance training program for you.

Your Health

Promising you are in good health. On the day you sign your agreement and each time you use our centre, you promise us that:

- You are in good physical condition
- You know of no medical or other reason why you cannot or should not do active or passive exercise.
- You will inform our team on any injuries which could affect your training.

When does your agreement start?

Signing your agreement

Our agreement commences as of the signing of the contract. If these terms and conditions or your agreement differ from anything you are told at the club or over the phone, these terms and your agreement will apply. Unless written confirmation is received from a Resistance Sports Science Employee.

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 7 days after the agreement is signed to correct it.

Can you cancel your membership?

Resistance Sports Science does not allow early cancellations of memberships from the time of signing without full payment of the remaining contract. If you have met your minimum term of the contract or are in an open-ended style contract you will be required to provide a mandatory 4 weeks notice for any cancellation.

During your membership

Paying for ongoing memberships:

You pay fees for ongoing memberships in advance weekly by direct debit from a bank account or credit card. These payments are collected on a Friday and work in a prorated fashion meaning when you take leave from the program your membership will recalculate based on the number of days.

Paying upfront:

We do not accept upfront payments. After the membership ends, after your contract term is met, your current contract will continue ongoing until notice is given.

Changing your athlete development contract

You can upgrade your athlete development contract at any time after your next weekly payment. You can not downgrade your contract until you complete the minimum term specified in the contract unless specified by an RSS practitioner or coach.

Our Direct Debiting system.

Paying every Friday we will debit your weekly fees from your nominated account every Friday as highlighted in your membership agreement. If you use a credit card (including VISA debit facilities) we will add a surcharge to your fortnightly debit not greater than the cost of accepting

that payment method from our external third-party provider albeit that if those external third-party costs exceed \$.50 cents per transaction we will only charge you a maximum of \$.25 cents per weekly debit.

Please note that:

- debit dates are preset for all members
- If one falls on a public holiday, we will debit your account on the next business day
- debits might take up to 5 days to come out of your account.

Late Payment Fees?

If you miss a payment you will be charged \$12 from Ezi Debit as a dishonour fee. All questions in regard to late payment fees need to be directly handled via the RSS member and Ezi Debit.

Meeting your responsibilities

You must make sure:

- Your account can accept direct debits (your financial institution can confirm this)
- There is enough money in your account on the payment day and the next 5 days
- You tell us if you are transferring or closing your account, at least 48 hours before your next direct debit
- You tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit.
- Please tell us and your financial institution if you want to change or stop your direct debits.

Querying a payment

If you query a payment, we will do our best to respond within 7 days. If you are not happy with our response, you may contact your financial institution. It will handle your query in line with its own policy.

Paying your outstanding debts

We will continue to debit your nominated account without notice until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at your club
- emailing to the address you last gave us.

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

Can we change your agreement?

Staying up to date with our terms

We may sometimes add to, change or remove our terms and conditions. This includes changing a club's opening and closing hours, its services and facilities and membership fees. Sometimes, we may also close clubs for refurbishment to improve their facilities. We do not reduce your membership fees because your club is closed for renovations or for a public holiday.

The most up-to-date terms and conditions always apply. You can see the latest terms and conditions at the Enoggera facility.

Being notified about changes

We will give you at least 14 days' notice of any changes, for instance by:

- Publishing them on our website or via email
- placing a notice in the club
- phoning you or writing to the address (post or email) you last gave us.

If we suspend a club's operations or services, temporarily or permanently, we will send you information within 14 days.

2.5 Can we increase your fees?

Being notified about changes

We reserve the right to increase your fees at any time after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you about this at least 14 days beforehand by writing to the address you last gave us (which may be an email address). We will consider that you have received our letter or email on the second business day after it is sent.

Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

Freezing memberships:

Using a 'time freeze'

You can freeze your general gym access and athlete development memberships for a maximum period of 2 weeks every 6 months. Each time freeze must start and end on a direct debit date.

The time freeze fee for all memberships is an upfront cost of \$10

Please note that if you are within your minimum term, any time freezes are not classified as a full payment toward your contract.

Using an 'extended time freeze'

You can freeze your membership for up to 8 weeks in any 12 months for medical or bankruptcy reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise.

If you have a medical reason or become bankrupt, we will not charge you for this extended time freeze to allow you time to recover.

Understanding the conditions

Before freezing your membership, you must make sure your fees are up to date and you don't owe us any money. Note that we cannot backdate any time freeze requests. You must request a freeze when you need it.

We also cannot accept pro-rata payments or freeze your direct debits outside an official time freeze.

How can you protect your health?

Telling us about your health risks

If you believe any centre activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice on an appropriate exercise program.

Managing infections and illnesses

You must not use club facilities if:

- you have an infection, contagious illness or physical ailment, such as an open cut or sore
- there is any other risk, however small, to other members and guests

How can you cancel your membership?

Cancelling your membership

You can cancel your membership by emailing us the cancellation form on the bottom of our website or by requesting a form by email to info@resistances.com you are required to give a mandatory 4-week notice period for any cancellation.

Your last payment will fall within this 4 Week's notice period.

At the time of cancellation, you will be required to pay the \$10 cancellation administration fee

Please note you still have time left on your membership to use the program and benefits up until your last day of membership.

Confirming your request

When you do this, please always

- give us your email address so we can confirm your request in writing
- keep a copy of your request

How do you cancel after the minimum term?

Cancelling after the minimum term expires

Once the minimum term of your membership expires, you or we may cancel your membership. You must cancel four weeks before you wish to pay your last payment. Cancellation during the week will result in full weekly payment.

When you cancel, you must pay us any fees you owe or we may take action to recover them.

Can you cancel during the minimum term?

Cancelling without paying out your agreement

You can cancel your membership if time freeze is not suitable during the minimum term if:

- you are sick or incapacitated – you must show us a certificate from a qualified medical practitioner stating that you cannot exercise for the rest of your term.
- you are bankrupt—you must show us supporting documents. We will not charge you an exit fee in these cases.

Cancellations outside of medical, bankruptcy or extreme circumstances will result in a full upfront payment of the minimum term.

Transferring your membership to another person

You can transfer your membership to another person (transferee) within the minimum term of your agreement so long as the transferee:

- is not a current member
- completes the new membership sign-up process and pays a \$10 transfer fee
- is eligible to take up your membership
- has not previously been banned by Resistance Sports Science or failed to pay membership fees.

The transfer is effective only after the transferee has completed the sign-up process. We do not allow transfers once you have completed your minimum term.

We calculate the amount you must pay by:

- multiplying your weekly fee by the number of weeks left in your minimum term

Cancelling if changes to terms and conditions adversely affect you

You can cancel your membership at any time if we change or add to these terms and conditions or the club code and these changes adversely affect you.

You can also cancel your membership if we breach our obligations and we do not fix the breach in a reasonable time after you have told us about it in writing. We will refund you any membership fees you pay between the date of notification and the date on which we decide that we cannot fix the breach.

In either case, you need to give Resistance Sports Science 4 Weeks' notice. You will also need to abide by the above cancellation terms and fee's stipulated.

Manage your membership online with Gym Master.

Gym Master allows you to manage your membership from anywhere.

- Change your personal details
- Update your payment details, make a payment and view the details of your next payment
- Download a tax statement upon request

Our Rules for the Facility

Respecting WG equipment

You are responsible for using WG facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff or WG Staff before you use it.

Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

As a courtesy to other members, please:

- Use a clean towel when you use equipment, including exercise mats
- Put equipment away after use

Keeping your belongings safe

We provide shelving you can use while exercising but these are not security lockers. Please keep your access card with you and do not bring valuables into the centre. Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the club, even if someone breaks into your locker.

If you leave belongings in a locker overnight, we may remove them.

Wearing suitable clothes

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas. We do not allow clothes with offensive images or

inappropriate advertising.

Can you bring guests to the club?

Paying for guests

This can all be done with WG Staff Members

You can bring guests into the club for a fee (see daily fee)

Meeting our conditions

Your guests must:

- be at least 14 years old
- be accompanied by you and leave when you do
- sign the guest register and show photo ID
- fill in a pre-exercise questionnaire on their first visit
- follow the terms set out in the guest register and questionnaire, and all other signs and handouts.

What happens if you break the code?

Being refused entry or receiving a warning

We can refuse entry to anyone, including members, if they act unreasonably or break the code.

We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately.

Facing instant cancellation

We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others
- damaging equipment
- using illegal or performance-enhancing drugs
- instructing other members when we have not authorised you to do so.

What are your responsibilities?

Meeting your responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you use a club.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

Promising to take care

You promise to:

- make sure that you know how to exercise safely, by asking if necessary
- use your best endeavours to exercise safely
- not take valuables into the club, even if you plan to put them in our allocated shelving.

Do we have a privacy policy?

Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our privacy policy.

This Privacy Policy applies to the services offered by Resistance Sports Science Pty Limited

1. Statement of Commitment

Resistance Sports Science is committed to protecting your privacy and any personal information we collect. Resistance Sports Science complies with the Privacy Act 1988 (Cth). This policy explains how we may collect, use, disclose and otherwise handle personal and sensitive information.

Resistance Sports Science is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. Providing personal information is an act of trust and it is taken seriously. Unless given consent to do otherwise, Resistance Sports Science will only collect and use personal information as set out below.

For the purposes of this Privacy Policy personal information may mean some or all of the following:

a member's name, contact details, date of birth, emergency contact details, bank account and/or credit card details, student identification details, employment details, payment history and sensitive information.

2. Collecting personal information

Resistance Sports Science will not collect or monitor any personal information about an individual without their consent. The only personal information collected is what is provided voluntarily by a member or prospective member.

We collect personal information primarily to enable us to provide members with our services.

Resistance Sports Science may also use the information for marketing to you or for any other purpose permitted under the Privacy Act 1988 (Cth).

You don't need to identify yourself when you deal with us (e.g. to find out more about membership packages) however in certain situations we will only deal with individuals who have identified themselves to us.

When a membership or product is purchased personal information will be requested in order to provide the requested service or product, provide updated information, and advise of other Fitness First products, which may be of interest. You are not obligated to provide personal information however failure to do so may result in Fitness First being unable to provide services or products to you.

Personal information is collected directly from members or potential future members when they personally complete and submit an application form to become a member of Resistance Sports Science. This can be done in person at our centre or on line via our website.

3. Collecting Sensitive Information

For the purposes of this Privacy Policy sensitive information means the information a member has disclosed to us about their physical and mental health and well being.

Sensitive information will only ever be used for providing services to members. Such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Resistance Sports Science, Resistance Sports Science company, or any member of the public, or to lessen a serious threat to a person's health or safety. For the purposes of this Privacy Policy sensitive information is a subset of personal information.

4. Use of tracking technologies

Resistance Sports Science uses tracking technologies such as cookies or to make use of the website and services as convenient as possible. Cookies are pieces of information that a web site transfers to a computer's hard disk for record keeping purposes. Most web browsers are set to accept tracking technologies such as cookies. These tracking technologies do not themselves personally identify users,

although they do identify a user's browser. These tracking technologies allow Resistance Sports Science to monitor the Resistance Sports Science web site and to record how many people are using the different parts of the site.

It is possible to set the browser to refuse tracking technologies such as cookies however, this may limit the services provided by Resistance Sports Science web site.

5. Using and disclosing your personal information

Personal Information will be used for the following primary purpose:

- To fulfil obligations under a member's membership agreement and/or any other contract between him/her and Resistance Sports Science
- To render services under a member's membership agreement;
- To provide information about products, service and/or special offers to members;
- To obtain opinions or comments about products and/or services from members;

- To record statistical data for marketing analysis from members.

Resistance Sports Science may employ other companies or service providers to assist us in providing our services, including (but not limited to) marketing, market research, mail-house services, hosting and product development services, analysis of member lists and/ or consulting services. These third parties may have access to personal information that is needed to perform their specific function. They cannot use that information for other purposes.

Resistance Sports Science recognise the trust with which individuals provide personal information, and such

information will not be used or disclosed for any other purposes without consent, except in

exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Resistance Sports Science PTY LTD or any member of the public, or to lessen a serious threat to a person's health or safety.

6. Contact by Resistance Sports Science

Resistance Sports Science does not send advertising information without obtaining prior consent. If an individual receives communications from Resistance Sports Science which they do not wish to receive, they may remove their name from the database by contacting info@resistances.com

7. Individual's right of access

Individuals have the right to review, amend or delete personal and/or sensitive Information that may be recorded on the Resistance Sports Science database. Information may be reviewed, amended or deleted by completing the access request form at the centres reception.

A request may be made to delete personal and/or sensitive information, and all reasonable steps to delete the information will be made, except where it is required for legal reasons. Deletion of information may result in Resistance Sports Science being unable to sell products directly and/or provide certain services including after sales services.

8. Storage and security of personal and/or sensitive information

Resistance Sports Science takes all reasonable steps to keep secure personal information recorded and to keep this information accurate and up to date. The personal information is stored on secure servers if in digital format, or in locked areas if in hardcopy format: these repositories are protected in controlled facilities. In some cases these facilities may be in Amsterdam, England and the United States. Resistance Sports Science employees and data processors are obliged to respect the confidentiality of any personal and/or sensitive information held by Resistance Sports Science. Resistance Sports Science only permits authorised

personnel to access your information and information will only be disclosed to third parties where they have

the appropriate authority. We destroy or de- identify personal information we no longer need, wherever possible.

9. Resistance Sports Science and links to other web sites

Resistance Sports Science provides links to web sites outside of the Resistance Sports Science. These linked sites are not under the control Resistance Sports Science, and Resistance Sports Science is not responsible for the conduct of companies linked to the Resistance Sports Science web site, nor for the performance or otherwise of any content and/or software contained in such external websites.

10. Problems, queries or complaints

For further information regarding this Privacy Policy or to make a complaint about the steps taken by Resistance Sports Science to protect your personal information or privacy, please contact Resistance Sports Science at info@resistancesc.com. We will investigate any complaints received in writing and do our best to resolve them as soon as possible.

If you are not satisfied with the result of your complaint to us, you can refer your complaint to the:

Office of the Australian Information Commissioner

Phone 1300 363 992

Post GPO Box 5218

Sydney NSW 2001

Online Form: www.oaic.gov.au (Privacy Complaint Form).

Resistance Sports Science reserves the right to review, amend, update and change this Privacy Policy from time to time to reflect its practices and obligations. Any changes will take effect when they are made. All members will be given 14 days notice if our privacy policy is to change.

Allowing us to use your image We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

Claiming against our providers

Any service they provide is a contract between them and you and we cannot accept any responsibility for a breach of contract or negligence.

If you make a claim because of something a contractor has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor.

Asking for our help

Wherever we can, we will help you to resolve issues with providers. We will also make sure that contractors in our clubs have up-to-date qualifications and insurance.

Paying GST

All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

5.5 Which laws apply?

Meeting state laws

Your agreement is subject to Australian law and is governed by the state laws of Queensland.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

Restricting your rights to sue

Under the Competition and Consumer Act 2010, we guarantee that our recreational services are:

- provided with due care and skill
- fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve
- supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are

injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence.

Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

5.6 What definitions apply?

A member of Resistance Sports Science

The Centre, The Club, The Gym

The Resistance Sports Science centre where you applied for membership

Agreement Membership Application

Membership Application and Agreement. This is between Resistance Sports Science and you, under which you will become a member of Resistance Sports Science Minimum Term

The term specified in the Membership application and agreement form

Code

Code for operating equipment, opening hours and behaviour in the club, specified in these terms and conditions, and in club signs and handouts

Online Sign ups

7.1 Email communications

By signing up online, you agree to receive email communications from Resistance Sports Science. These communications can be unsubscribed from via the 'unsubscribe' button on each email communication.

7.2 Promising you are in good health

By signing up online, you promise that:

- you are in good physical condition

- you know of no medical or other reason why you cannot or should not do active or passive exercise.

8.2 Children and Minors

15 years old and under, are allowed access during staffed hours only unless accompanied by an adult

8.3 General information

You will read and follow all safety instructions displayed on equipment and throughout club.

Do not bring valuables into the centre, all belongings must be kept on you at all times or placed in shelving; Resistance Sports Science will take no responsibility for lost or stolen items.

The centre is monitored by CCTV at all times.