

Zone Fitness - Terms and Conditions

1. Payment

All Personal Training payments are to be made the same week as the scheduled session by direct debit, from either a bank account or credit card, on their designated payment date, unless otherwise authorised by Zone Fitness.

If a client fails to make any payment that is due, then the client must immediately pay the entire amount owing, plus a default fee of \$10 for each payment that is overdue. The client is liable for any costs incurred by Zone Fitness in collection or enforcement of any payments owed to Zone Fitness, including any legal fees and disbursements.

2. Cancellation and Refund

Personal Training may be cancelled by giving 7 days' written notice prior to the relevant payment date. If less than 7 days' notice in writing is given by a client then the client is liable to pay the relevant Personal Training fee for the next week.

Clientele can reschedule a Personal Training session by giving a minimum of 24 hours' notice without incurring the full session fee. Outside of this 24 hour period the client is liable for Personal Training fees irrespective of attendance at the session and irrespective of any reason for nonattendance. If a client does not attend sessions during the Term of their Personal Training, such sessions cannot be transferred to the next calendar month, or to any other month (i.e. no credits can be claimed).

Personal Training sessions cannot be assigned or transferred in any way to any other individual or entity.

3. Minimum Training Period

All Personal Training is subject to a minimum training period of 12 weeks. Personal Training sessions cannot be cancelled during the first 12 weeks of training.

4. 30 Day Money Back Guarantee

A client is entitled to the cost of their training sessions back within the first 30 days of training if they haven't lost any weight after 20 days of training and if: (i) the client has completed all scheduled training sessions; (ii) completed all homework that was issued; (iii) followed all nutritional recommendations made by Zone Fitness; and (iv) didn't become injured or sick during this 20 day period. Only the cost of training sessions is refunded and all other costs or fees from Zone Fitness are exempt from the 30 Day Money Back Guarantee.

5. Minimum Age

In order to join Zone Fitness a client must be at least 18 years old and able to form a legally binding contract.

6. Training Venue Unavailability

Zone Fitness will undertake all reasonable endeavours to ensure that training takes place at the usual training venue, or a replacement venue if required. If, due to events beyond the reasonable control of Zone Fitness, a training venue is unable to be provided then Zone Fitness will not be liable for a refund of any applicable Personal Training fees.

7. Zone Fitness's Right to Cancel Personal Training

Zone Fitness may, at their sole discretion, cancel Personal Training if: (i) the required payments are not made, or if any payments are overdue and an acceptable remedy is not provided; (ii) any Personal Training policies or rules are not followed, or if any term of this agreement is breached; (iii) a client's conduct is improper or harmful to the best interest of Zone Fitness or its clients; or (iv) a doctor's approval for exercising is not provided if so requested by Zone Fitness.

Cancellation is effective on the date a written notice is sent by Zone Fitness to the client's last known physical address or email address. The client is liable for all financial obligations owed to Zone Fitness until that date. If Personal Training is cancelled, a refund of any unused prepaid Personal Training fees will be paid. Zone Fitness also reserves the right to cancel Personal Training for any reason not stated above.

8. Physical Condition and No Medical Advice

All clients must be in good physical condition and have no medical reason or impairment that might prevent their intended participation in the training programme. Clients will be required to complete a Pre-Exercise Screen prior to joining, and must if asked, provide a medical certificate prior to undertaking training with Zone Fitness. Zone Fitness will not and cannot provide any medical advice. If a member has any health or medical concerns now or after joining Zone Fitness, they will discuss them with a doctor before undertaking any training.

9. Damaged, Lost or Stolen Property

Zone Fitness is not responsible for any personal property of any client that is damaged, lost or stolen while in or around the training locations.

10. Venue Rules

Clients must at all times while they are attending a Zone Fitness training session: (i) follow the instructions and advice of the Zone Fitness instructor; (ii) act with courtesy and respect towards the instructor and other Zone Fitness clientele, and refrain from any offensive or annoying behaviour which may detract from other clients' enjoyment of the training; (iii) immediately inform the instructor if they are suffering any discomfort or feeling unwell, or are not coping with the technical, physical or mental demands of the training, or if they notice any other client who appears to be in discomfort or who is not coping; (iv) immediately inform Zone Fitness or the relevant Zone Fitness instructor if their health or fitness circumstances change from those previously notified to Zone Fitness.

Any non-compliance with the terms and conditions set out in this Agreement, including the Venue Rules set out in this clause, or for any other reason at the sole discretion of Zone Fitness, may result in Zone Fitness or the Zone Fitness instructor requiring a client to immediately leave a training session. All clientele acknowledge and agree the terms set out in this clause and undertake to immediately leave a training session if requested to do so.

11. Subject to Change

The information published in Zone Fitness's literature, and on its website, are designed to illustrate the scope and type of activities undertaken at Zone Fitness training sessions. Whilst Zone Fitness makes every effort to ensure the accuracy of such information, Zone Fitness reserves the right to make changes including, but not limited to, any price, programme or other particulars related to Zone Fitness services. In instances where changes are to be made, Zone Fitness will endeavour to notify those affected via email as soon as practicable. If Zone Fitness becomes unable to provide a significant proportion of the services the client has booked with Zone Fitness, Zone Fitness will make every effort to make alternative arrangements at no extra charge.

12. Advertising and Publicity

Zone Fitness may sometimes film or photograph sessions for use in promotional and other business related material, including Facebook, video clips and print media. It is possible that, as a client, you may appear in either a Zone Fitness video clip or photograph. If you do not want your image to be used it is your responsibility to advise Zone Fitness in writing of this. If you do not advise Zone Fitness in writing then you agree to Zone Fitness using your image in promotional and other business related material.

13. Communication

Zone Fitness uses electronic communication (email and text) as the primary means of communicating with clientele. By joining Zone fitness you agree to receive electronic communications from Zone Fitness.

14. Acknowledgement

All clients acknowledge and agree that the terms and conditions set out in this Agreement are not exclusive and operate in conjunction with Zone Fitness's Consent and Liability Waiver, and any other terms and conditions provided or communicated by Zone Fitness.