



CLIENT AGREEMENT

CLIENT INFORMATION

Name: _____ DOB: ____/____/____

Mobile Number: _____ Alternative Number: _____

Address: _____

Email: _____

Emergency Contact: _____

Relationship: _____ Phone: _____

I have completed the Pre-Exercise Questionnaire: Yes / No

Questionnaire can be found at <https://www.postnatalandbeyond.com/contact-1>

Please choose from either the **Group Fitness Prescreen** or **Postnatal Prescreen**

Note: Questionnaire needs to be completed before commencing Agreement.

I, _____, request to enter into a legally binding agreement with Kylee Todd of *Postnatal and Beyond* ABN 33412763251 based on the Agreement Terms and request the payments are deducted from my Bank Account or Debit / Credit Card via Paychoice (Quickpay Pty. Ltd. Direct Debit Request Service Agreement):

Client Signature
..... Date / /

Trainer..... Signature
..... Date / /

1. Trainer Rights

- 1.1 This Agreement is based on the Agreed Terms and Conditions (“Terms”) and you agree that you have had the opportunity to seek legal advice.
- 1.2 The Trainer includes the person or entity noted in the Agreement, and their associates, contractors, employees, agents, director, assigns and heirs.
- 1.3 The Trainer may change the Terms, hours of operation, services offered and charges at any time and you can opt out at the expiry of the current payment cycle as noted in the Payments Deducted section in the Schedule.
- 1.4 If you continue to train, and do not terminate this Agreement, you will be deemed to have accepted the amended Terms and this Agreement will continue in full effect with the amended Terms incorporated.
- 1.5 The Trainer will endeavour to notify you as soon as possible of any such changes via mobile messaging, email, website, phone call
- 1.6 The Trainer will consider you having received our letter or email on the second business day after it is sent.
- 1.7 If you are advised of any terms and conditions by any staff member and/or agent of Trainer that differ from these Terms, only these Terms apply as this is the entire agreement between and it supersedes any other understanding whether written or verbal, unless confirmed in writing by an authorised staff member of the Trainer.
- 1.8 Lack of action by the Trainer to enforce their rights at any time, does not waive those rights.

2. Payment of Your Fees

- 2.1 You warrant that you are the authorised owner of the Bank Account and Debit/Credit Card provided.
- 2.2 All fees are payable in advance in accordance with the Payment Cycle by Direct Debit via Paychoice (Quickpay Pty. Ltd.) You agree to pay any Direct Debit processing fee charged by the Trainer’s Direct Debit Agent.
- 2.3 This Agreement remains in force, and payments will continue to be deducted in accordance with the Payment Cycle, until such time as you terminate this Agreement by written notice to the Trainer.
- 2.4 Where Auto Renewal says “ON” in the Schedule, payments will continue to be deducted after the end of the initial Payment Cycle, unless your Agreement is cancelled by you providing two (2) weeks’ notice prior to the end of the initial Payment Cycle or such other End Date as noted in the Schedule, or otherwise agreed in writing with the Trainer.
- 2.5 You warrant that you will ensure:
 - a) your account can accept direct debits and your financier is authorised to draw the funds;

- b) you have sufficient funds in your Bank Account or Debit/Credit Card on the payment day and the next 5 days.
- c) you inform us, and the Direct Debit Vendor if necessary, if you are changing or closing your Bank Account or Debit/Credit Card, or if the card may be expiring, or if you wish to change Direct Debit options at least 5 business days before your next payment is due.

3. Your Physical Condition

- 3.1 To ensure the Trainer provides the most appropriate training regime for you, the Trainer requires you to complete a Pre-Exercise Questionnaire.
- 3.2 You warrant that as at the Training Start Date, you are in reasonable physical condition and that you have advised the Trainer and noted in the Schedule, any Medical Conditions, and any physical, mental or emotional health issues or other reasons (that you are aware of) why you cannot or should not take part in active or passive exercise.
- 3.3 You promise to notify the Trainer about any changes in your physical, emotional and mental health, your fitness and medical condition generally, so that your training regime can be appropriately modified, and your condition monitored, to avoid or minimise risks of injury or detriment to your health generally.
- 3.4 Any advice and/or recommendation by the Trainer is not intended to constitute medical diagnosis or treatment, nor should it be relied on as a suggested course of medical treatment for a particular condition. If you are in doubt, you must obtain medical advice prior to commencing or continuing any exercise program and advise the Trainer if you feel any discomfort during or after a training session.
- 3.5 If you have an infection, contagious illness or physical ailment such as an open sore or cut, or if there is any other risk of infection or illness, however small, to any other person, you are not permitted to use studio facilities. You must advise the Trainer and reschedule your session.

4. Your Risk Assumption

- 4.1 You are aware that the use of services and/or your participation in classes and programs conducted by the Trainer may involve strenuous activity and special risks.
- 4.2 You warrant that you are physically able to participate in any classes/fitness program or use any studio facilities in which you have chosen to participate and have not been advised otherwise by your medical practitioner.
- 4.3 You understand that you will be engaging in activities that may involve risk of personal injury or illness and which may also involve the risk of economic/property loss and damage. You also understand that there may be risks involved that are not known to you or to Trainer, or that may not be foreseen or reasonably foreseeable at this time

or at the time of using facilities or participating in the class/fitness program.

- 4.4 You assume the foregoing risks including risk of any negligence by Trainer and its respective owners, directors, officers, employees or agents, and accept personal responsibility for any injury (including but not limited to personal injury and disability), illness, damage, loss, claim, liability or expense of any kind or nature, that you may suffer arising out of or in connection with the use of studio facilities, or participation in classes/fitness programs by you, or any minor/person under your supervision, care or control.

5. Marketing Correspondence

- 5.1 You may receive marketing correspondence via electronic transmission on a regular basis which may include (but not limited to) newsletters and promotional material. You are free to unsubscribe at any time.

6. Bookings and Appointments

- 6.1 If you are unable to attend a scheduled **one-on-one** training session, you agree to pay a late cancellation fee ("Cancellation Fee") of up to 100% of the Training Fee for less than 2 hours' notice and no-shows, in accordance with Trainer Cancellation Policy as updated from time to time.
- 6.2 To avoid payment of Cancellation Fees, you understand you must provide more than 24 hours' notice, otherwise cancellation less than 24 hours prior to the Session but more than 2 hours' notice will incur a Cancellation Fee equivalent to only 50% of the Session Fee.
- 6.3 Cancellation made in excess of 24 hours' notice will not attract any Cancellation Fee, and where possible an alternative time will be offered to you.

7. Time Freeze

- 7.1 Requests for time freeze can be made by submitting your request to the Trainer in writing no less than 5 business days prior to the commencement of the freeze.
- 7.2 Time freeze will be granted at Trainer discretion.
- 7.3 Before freezing your Agreement, you must make sure your fees are up to date and you don't owe Trainer any money.
- 7.4 Before returning to training at the completion of a time freeze for medical reasons, you acknowledge that you are returning to exercise at your own risk.

8. Cancellation of your Agreement

- 8.1 To cancel your Agreement with the Trainer and to also ensure your direct debit does not continue past the End Date, you are required to provide two (2) weeks ("Notice Period") written notice via post or email, unless you are cancelling for serious medical or other reasons causing extraordinary hardship, as determined in the Trainer's sole discretion.
- 8.2 Contracts cannot be frozen during the Notice Period.
- 8.3 Your Agreement may be cancelled by Trainer for any reason that the Trainer decides is appropriate, and you will not be liable for payments owing to the End Date however will not be reimbursed for payments made to the date of cancellation.

9. Personal Training and Other Services

- 9.1 From time to time, the Trainer may offer or recommend services from third parties including, but not limited to, personal training, physiotherapy, nutrition consultation and/or massage.
- 9.2 Should you accept services from third parties, you are engaging them directly and we are not liable for provision of the services. Any claim you may have as a result of an act or failure to act by the third party (whether or not payment has been made to the licensee) will be brought against and will be the responsibility of that licensee.
- 9.3 You agree to release, indemnify and keep indemnified the Trainer for any claim by you as a result of an act or omission by a third party engaged by you, whether or not introduced by the Trainer.
- 9.4 You will notify the Trainer immediately if you have a claim against a third party, and although the Trainer will use best endeavours to assist in a resolution where possible, to resolve any conflict or issues with the third party, you understand that the Trainer is under no obligation to rectify the situation.

10. Limitation of Liability

- 10.1 To the fullest extent permitted by law, you hereby release and forever discharge the Trainer from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses howsoever arising that you may have directly or indirectly incurred, arising from or in connection with your entering into this Agreement, and/or use of Trainer facilities and equipment, or from being on studio premises and whether caused or contributed to (directly or indirectly) by an act of negligence, breach of duty or default/omission on the part of the Trainer and its respective owners, directors, officers, employees or agents.
- 10.2 You agree that the Trainer will not be liable for any loss, damage or theft of any of your (or your guest's) property except where caused directly by the gross negligence of the Trainer.
- 10.3 To the full extent permitted by law, the Trainer will not be liable for any death, personal injury or illness occurring on studio premises or as a result of use of facilities or equipment, except to the extent that it arises from the gross negligence of the Trainer and its respective owners, directors, officers, employees or agents.