

CLIENT AGREEMENT AND TERMS & CONDITIONS

Congratulations for choosing to train with Innervate. We are looking forward to helping you achieve your health & fitness goals.

// Group Membership

Rate: \$100 per week.

What's Included:

- 2 x strength and resistance sessions per week at your allocated time.
- Access to make-up sessions (see below).
- Tuesday yoga 6–7pm live session PLUS access to extensive yoga class recording library.
- Thursday evening open gym 5:45–6:45pm (self-directed workout or make-up class with Sally).
- Thursday evening midweek metcon 6:45–7:30pm.
- Friday morning 6am sprints (meet at Rotunda, Grant Reserve, Beach St, Coogee).
- Saturday Big Bang session (choice of 7:15–8am, 8–8:45am, or 8:45–9:30am).

You will be assigned to ONE specific time slot for your two weekly strength sessions. You must attend your allocated time – **no mixing and matching of strength session times**.

Make-Up Sessions (Group Members Only)

If you miss one of your usual strength sessions, you can attend a make-up session:

- Monday 9:30–10:30am (Day 1).
- Wednesday 9:30–10:30am (Day 2).
- Thursday 5:45–6:45pm (Day 1 or 2).

Make-up sessions are for occasional missed sessions only. If you find you're regularly attending make-up sessions, please speak with Lisa about moving to that group permanently.

Group Membership Policies

No Refunds

No refunds are issued for missed sessions or non-attendance.

Cancellation Policy

- No lock-in contracts.
- You may cancel at any time. To cancel your membership, please provide two weeks' notice. You will be charged for two additional weekly payments after notifying us of your cancellation.
- Important: Once you cancel, your allocated time slot will be offered to new members and cannot be reserved for you.

Paused Memberships

- We do not offer paused memberships.
- If you cancel and wish to return later, you will be treated as a new member:
 - Re-joining is not guaranteed (subject to availability).
 - You will pay the current new member rate (not your previous rate).
 - You will not automatically get your previous time slot back.

Founding Member Rate

- Members at \$90/week hold "Founding Member" status.
- This rate is only available to continuous members.
- If you cancel your membership, you forfeit Founding Member status.

- Upon re-joining (if space available), you will pay the current new member rate of \$100/week.

Registration-Required Sessions

Some group sessions require advance registration:

- Big Bang Saturday: Registrations open 8am each Friday for three session times (7:15am, 8am, 8:45am).
- Thursday Evening Metcon: Registrations open 6pm each Wednesday.

Registration links are sent in the weekly Sunday evening email.

No-Show Policy for Registered Sessions: If you register for Big Bang Saturday or Thursday Evening Metcon and do not attend (for any reason) you will be charged a \$15 no-show fee. This fee will be donated to Beyond Blue and added to your next EZYPAY debit.

// Personal Training

Rate: As agreed.

What's included

- One-on-one or buddy session coaching sessions at mutually agreed times and frequency.
- Individualized program design tailored to your specific goals and needs.
- Ongoing progress monitoring and program adjustments.

Personal Training Policies

Cancellation Policy

- **24-hour notice required:** Failure to give 24-hour notice of cancellation will result in forfeiture of payment for that session.
- **Rescheduling:** If you cancel 24+ hours from your session time, you may reschedule at a mutually convenient time - no fee applies.
- Sessions will always go ahead rain or shine.
- If training outdoors in the event of adverse weather, your trainer will find a suitable covered area to work with you.
- In rare extreme weather cases, your trainer may need to cancel with limited notice. In such circumstances you will not be charged for the cancelled session.

// General Terms (Applicable to all members)

Payment Terms

Payment Method: Direct debit via EZYPAY.

- Weekly debits processed on Fridays following your session/s that week.
- One-time setup fee: \$2.20 (paid to EZYPAY).
- Transaction fee per debit: \$90 = \$2.10, \$100 = \$2.29 etc (paid to EZYPAY).

Failed Payment: In the event funds are not available from your nominated account, you are liable for:

- The failed amount.
- EZYPAY's failed payment fee.
- Both will be added to the following Friday's scheduled debit.

Session Policies

- Sessions always go ahead rain or shine.
- Sessions proceed on all public holidays.
- **Exception:** Gym closes for two weeks over the festive December period (dates will be communicated annually).
- EZYPAY debits are suspended during the two-week festive closure only.

Health & Safety

- Be honest with your trainer about how you're feeling physically and mentally before each session.
- If you're feeling unwell or potentially contagious, please skip your session out of consideration for our community. Rest, go for a gentle walk, and return when you're feeling better.
- Never train through pain – always request an alternative exercise if something feels wrong.
- You are responsible for informing the trainer of any medical conditions, injuries, or impairments that may affect your training.

Your Responsibilities

- Be punctual (sessions finish on time).
- Be consistent with attendance.
- Be open to trying new exercises.
- Ensure training fees are paid via agreed method at agreed time.
- Maintain focus on your training goals.

Our Responsibilities

- Be punctual and prepared for all sessions.
- Motivate you to reach your potential.
- Prescribe appropriate exercises for your specific needs.
- Monitor your progress and adapt programs accordingly.
- Provide high-quality, professional, and effective training.
- Respect confidentiality.
- Continuously upskill to provide current, evidence-based information.

Training Partnership Compatibility

We're committed to ensuring our training approach is the right fit for every client. In rare circumstances, if we determine the partnership isn't working optimally for either party, we reserve the right to discontinue the training relationship.

Liability Waiver

The 'Trainer' refers to: Innervate Health & Fitness (Australian Registered Business).

The 'Activity' refers to: Participation in personal/group strength, fitness, and conditioning training.

I acknowledge:

- I participate in this activity at my own risk.
- I accept all risks and indemnify and release the trainer, their agents, affiliates, employees, and any person directly/indirectly associated with the trainer against all liability, claims, demands, and proceedings arising from my participation.
- Participating may involve risk of serious injury from various causes including over-exertion, dehydration, equipment failure, and accidents with equipment/surroundings.
- I am physically fit to participate safely and have not been advised otherwise by a qualified medical practitioner.
- I am not aware of any medical condition, injury, or impairment that would be detrimental to my health if I participate.
- If I become aware of any such condition, I will immediately inform my trainer.
- I am 18 years or older OR as parent/guardian, I agree to the above on behalf of the participant.