

TERMS & CONDITIONS

1. Health Attestation

You attest that you are fully able to participate in an exercise regimen of our design and your choosing without undue risk.

2. Member Access

Your membership agreement entitles your access to Shift Fitness Australia's facilities so long as all dues are current. Hours of location access are by appointment only or class timetable.

3. Payment

You agree to pay upon booking or via weekly DDR (Direct Debit Request) as indicated below;

Unlimited membership	weekly debit on Mondays
Personal Training	weekly debit on Mondays
Class Pass	upon online booking
10 Class Pass	upon online booking

3.1 Direct Debit Request

You authorise and request Shift Fitness Australia, to debit your account via the Bulk Electronic Clearing System in accordance with the terms set out in your Membership Agreement.

3.2 Changing your DDR Authority

We will provide you with 14 days notice if we wish to change any of the details on which the basis of your DDR Authority is processed (For example – if we change the day of processing or the date on which the amount of your DDR is calculated).

3.3 Stopping or Cancelling your DDR

You may stop or cancel your DDR at any time, by contacting your Bank or by providing at least 2 week's written notification to nissan@shiftfitness.com.au

3.4 Returned or Dishonoured DDR's

If your DDR is dishonoured or returned unpaid by your financial institution for any reason, we reserve the right to reapply the original debit and recover any associated costs (dishonour fees applied by the Users Bank).

3.5 Clear Funds

You should ensure that you have sufficient clear funds in your account to enable the DDR to be honoured by your financial institution.

3.6 Your Records

We will not disclose any details of your DDR to any person or corporation unless we are required to do so by law.

4. Refund Policy

No refunds will be offered for unused Personal Training sessions as they roll over and do not expire.

No refunds will be offered for unused class passes part of pre-paid blocks as they have expiry dates outlined before online purchase.

No refunds will be offered for Nutrition Coaching as this is a high contact service where you undertake guidance at your own risk and are coached every step of the way to review and adjust adherence.

With no lock-in contracts, we do not offer a cooling off period.

5. Personal & Group Training

Personal Training and fitness classes are offered by Shift Fitness Australia, but not all are included in the member's membership dues. Shift Fitness Australia reserves the right to demand additional fees for any Personal or Group Training that the Member chooses to participate in.

5.1 Cancellation Policy

Your appointment is valuable to both of us so please provide 24 hours notice should you require any appointment changes to your sessions - both Personal Training and any class on our timetable. If an appointment is cancelled without notice (or missed) a full session rate will be charged and forfeited. Please text or email to reschedule or cancel your sessions - you can also amend your bookings online.

5.2 Warm-up & Demo Attendance

Please arrive at least 5mins early to settle in i.e. water bottle refill, mat rollout, etc. Your early attendance also ensures you don't miss out on class demonstrations or warm-up. Inadequate warm-up can lead to injury so please stretch, foam roll or do some light cardio before your Personal Training session starts.

6. Club Rules & Participation

You agree to abide by all posted safety guidelines and regulations while using Shift Fitness Australia facilities and equipment. Additionally, you agree to dress and conduct yourself in a manner deemed appropriate for a fitness facility. You shall not consume drugs, alcohol, or tobacco products on Shift Fitness Australia property.

Shift Fitness Australia reserves the right to revoke your access if these terms are violated.

7. Photo & Video Release

Shift Fitness Australia may take photographs and videos of you and your property in connection with your participation. In undertaking any or all of these services, you agree that Shift Fitness Australia may use such photographs without your name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

8. Suspension and Termination

Shift Fitness Australia reserves the right to terminate your membership if you breach any of the rules and regulations set out in your Membership Contract or these Terms and Conditions.

8.1 Suspension

We will provide you with 14 days notice to suspend your membership upon the occurrence of club closures - where your membership, remaining credits and payment arrangements will be placed on hold i.e. Christmas period

8.2 Termination

There are no lock-in contracts but you can opt out anytime with 2 weeks notice to deactivate any payment arrangements and also to notify your training partner, if any.

9. Personal Injury

You understand that declaring YES to any of the health screen questions upon onboarding will require you to provide written evidence of clearance from a medical practitioner before commencing any physical activity/exercise.

You understand that Group Fitness may not be suitable for those with pre-existing medical, bone/joint, muscular conditions or issues.

You recognise that your trainer is unable to provide you with medical advice and that any information disclosed is used only as a guideline to the limitations of your ability to exercise.

You will not hold Shift Fitness Australia or any of its trainer(s) liable for any injuries or conditions that may occur as a result of your training and undertaking of services.

10. Privacy Policy

[last updated: 6 January 2021]

At Shift Fitness Australia, we are committed to protecting your privacy as a customer and visitor to our club. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the

information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

10.1 Information we collect from you

In the course of your visits to our website or use of our products and services, we may obtain the following information about you: name, company name, email address, telephone number, credit card details, billing address, geographic location, IP address, survey responses, support queries, blog comments and social media handles (together 'Personal Data').

You can review, correct, update or delete your Personal Data by either logging into your account and making the changes yourself or contacting us directly to do so.

10.2 How we use your information

Personally Identifiable Information: We use the information we collect to deliver our services to you, including: communicating with you, providing technical support, notifying you of updates and offers, sharing useful content, measuring customer satisfaction, diagnosing problems and providing you with a personalised experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.

Non-Personally Identifiable Information: We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising our products and services, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials on our website, will be available for others to see. If you subsequently remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

10.3 Storage & Security of Your Information

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected on our secure servers from unauthorized use or access. Credit card information is encrypted before transmission and is not stored by us on our servers.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than Australia. If your Personal Data is transferred and processed

outside Australia, it will only be transferred to countries that have adequate privacy protections.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

10.4 Cookies & Pixels

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Adwords and Facebook Adverts. These ads may appear on this website or other websites you visit.

10.5 Sharing Your Information with Third Parties

We do not and will not sell or deal in Personal Data or any customer information.

Your Personal Data details are only disclosed to third party suppliers when it is required by law, for goods or services which you have purchased, for payment processing or to protect our copyright, trademarks and other legal rights. To the extent that we do share your Personal Data with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy and in accordance with applicable law. Our contracts with third parties prohibit them from using any of your Personal Data for any purpose other than that for which it was shared.

10.6 Disclosure of Your Information

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of shiftfitness.com.au, our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your

Personal Data, could be transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

10.7 Links to Other Websites

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

10.8 Change in Privacy Policy

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

10.9 Contact Us

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact us on 0416 817 375 or via email and we will respond within 48 hours.

Shift Fitness Australia takes your review of these Terms & Conditions as full acknowledgement of your agreement.

If you do not agree and would like to discuss further, please do not hesitate to contact us on 0416 817 375 or via email at nissan@shiftfitness.com.au