



HEALTH & FITNESS
TERMS AND CONDITIONS

JPS Health & Fitness (Airport West)
ABN 86 613 218 741
77C Matthews Ave, Airport West 3042, VIC
www.jpshealthandfitness.com.au
1800 JPS FIT

CLIENT DETAILS (PLEASE PRINT)

Full Name

Gender

Date of Birth

Phone No

Address

Email Address

How did you hear about us?

Instagram Internet/Google Facebook Friend/Family Other (write below)

Other

EMERGENCY CONTACT DETAILS

Full Name

Relationship

Phone Number

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. For all matters relating to the products and services provided by JPS Health & Fitness, you should contact hello@jpshealthandfitness.com.au
- 1.2. It is the responsibility of the client to do all that is necessary to fully understand the terms of this agreement, this may involve seeking professional legal advice.
- 1.3. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it; or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 1.4. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
- 1.5. JPS Health & Fitness reserves the right to amend these Terms & Conditions from time to time as necessary.

2. PERSONAL TRAINING AND COACHING SERVICES

- 2.1. **Your Coach** - Coaches will utilise their skills, knowledge and experience in preparation and the conducting of training sessions in a way that will take into account the Clients personal goals, fitness level, ability, injuries or illnesses and preferences. The role of the Coach is to, as far as reasonably possible, oversee the Client's progress and help their training/performance, providing advice, education and support in efforts to progress and achieve their goals.
- 2.2. **Liability Waiver** – It is important that you ensure that any answers and information provided in the Liability Waiver be true and accurate, and you disclose any information that may be relevant to your participation in the Services in question.
- 2.3. **Medical Clearance** - JPS may request that you provide Medical Clearance be provided by a Doctor or Medical Professional at any time. It is the responsibility of the Client to obtain such clearance, where relevant, prior to undertaking any of the Services provided at JPS.
- 2.4. **Initial Questionnaire** - All clients must complete the Initial Questionnaire, which will be sent electronically to the email nominated below, and in doing so provide as much information that may be relevant for our purposes.
- 2.5. **Assessment Process** – New Clients may be required to participate in the Assessment Process or any other Screening that a Coach deems necessary prior to starting any Services.
- 2.6. **Training Program** - Following the Initial Assessment your Coach may prepare a training program for you based on information gathered in the Questionnaire and throughout the Assessment Process.
- 2.7. **Nutritional programming**, education and recommendations may be provided (depending on the Service) and the way in which this occurs may vary from Coach to Coach.
- 2.8. **Nutrition Disclaimer** – JPS Coaches are not *Accredited Practising Dietician's* or *Exercise Physiologist's*, and any Nutritional advice or recommendations or other related content should not be taken as medical advice, in place of medical advice or to treat any disease. You should seek a medical professional before undergoing any nutritional or physical intervention.
- 2.9. **Weekly Check In's** will be conducted if expressly requested by the Client, and the Client is responsible for submitting any required Check-In documents on time and as agreed. Your Coach will

do all that is reasonable to monitor your progress, and will, where necessary, revise and amend Training and Nutrition programming.

- 2.10. **Client Personal Information** - All personal information of the Client will be kept private and confidential – However, in instances relating to genuine health concerns of the Client, the Coach may be required to disclose some information to JPS Management, or to Allied Health Professions for advice, referrals or second-opinions.
- 2.11. **Appropriate Attire** – Please ensure you dress appropriately for physical activity and bring a sweat towel or other equipment or apparel as required. Footwear should be comfortable and provide adequate support. Please ensure footwear is clean before entering the studio.
- 2.12. **Medical Needs** - the Client is responsible for bringing any medication, or medical equipment that may become necessary throughout physical activity.
- 2.13. **Session Duration** - The duration of all Personal Training sessions is 30 minutes, unless alternative arrangements have been made and approved by JPS Management. Please do your best to arrive on time to each training session, and it is recommended that you arrive early to allow time to complete any rehabilitation or warm up exercises where appropriate.
- 2.14. **Late Arrival** - If you are late to a scheduled session time, no extension of time is to be provided by the Coach, and the session will accordingly end at the allotted time. If however the Coach is late to the scheduled session time, additional time will be added to the session to ensure the agreed duration is met.
- 2.15. **On Site Parking** - Clients must park in designated car parks only and do all that is reasonably necessary to abide by neighbouring and local parking and traffic conditions.
- 2.16. **Open Communication** – Client-Coach transparency and open communication is recommended and at times necessary. It is the responsibility of the Client to inform their Coach if they are uncomfortable performing a movement, has an injury or illness, and/or is concerned with risking injury or illness, or any other reason that may prevent them from exercising safely, so the Coach can act accordingly to minimise any risks for the Client.
- 2.17. **Referring Out** – In instances where an injury or illness occurs or a Coach is not wholly capable of managing a Client related matter they may refer or recommend the Client to attend a third-party practitioner for assessment or treatment. It is the Clients responsibility to follow up and the Coach will be deemed to have done all reasonably necessary for the matter.
- 2.18. **Refusal of Service** - JPS Health & Fitness, and any of its subsidiaries reserve the right to refuse service to a client if it is reasonably believed to be appropriate given the information available to them. This refusal will be communicated to the client as soon as it becomes apparent to the concerned JPS representative, and may invoke the ‘Late Cancellation’ policy depending on the circumstances and reasons for the refusal.
- 2.19. **Client Feedback** – JPS appreciates any and all feedback provided by Clients and Members. We understand that not all Client-Coach relationships are perfect, and if at any time throughout training with JPS you are not wholly satisfied with the performance of your Coach we request that you notify Management so the matter can be appropriately addressed.

3. CANCELLATIONS AND RESCHEDULING

- 3.1. **24 Hour Cancellation Policy** – If you cancel a pre-booked or scheduled session within 24 hours of the session this will be deemed a ‘Late Cancellation’ and you will be charged for that session. Management will enforce this policy. To avoid being charged, please provide sufficient notice of your cancellation.

- 3.2. **Rescheduling Session(s)** – If you reschedule a session within 24 hours, the 24 Hour Cancellation Policy will be enforced.
- 3.3. **Notice of Cancellation or Rescheduling** must be made either;
- in person at the JPS facility with the relevant Coach or Administration personnel or,
 - in writing via electronic communication, being either email or text message.
- 3.4. **Coach Unavailability** - If for any reason your Coach is unable to attend a session you will be notified as soon as practicable, and the Coach or Administration will endeavour to either:
- Arrange another Coach to conduct the Client session, or;
 - Reschedule the session to another time that suits both parties.

4. PRODUCTS AND ONLINE SERVICES

- 4.1. **Products** refer to any goods that are for sale at JPS Health & Fitness or online, this includes but is not limited to merchandise and supplements.
- 4.2. **Online Services** refer to all services offered by JPS Health & Fitness that are purchased or delivered online. These include, but are not limited to, the following:
- Online coaching services
 - Education services, courses, workshops, and seminars,
 - Digital products (i.e. eBook's, templates, webinars, content and other JPS documents),
 - All other products and services available via the company website(s).
- 4.3. **Customer Responsibility** The customer is responsible for taking all reasonable steps to ensure they fully understand what is involved in a product or service, this includes:
- Thoroughly reading product/service descriptions;
 - Contacting JPS directly for further information and clarification;
 - Reading and understanding any relevant Terms & Conditions, Policies, or other agreements that may be associated with the product or service;
- 4.4. **Service Descriptions** provided are non exhaustive and may vary or be amended from time to time, without notice.
- 4.5. **Online Payments** are to be made via the website(s) and in accordance with any Third Party terms.
- 4.6. **Queries or Disputes** must be communicated directly to JPS Health & Fitness via email at hello@jpshealthandfitness.com.au
- 4.7. **No Refunds** – Refunds are not available for services that have been rendered either fully or partially. Refunds will also not be provided for change of mind, or in instances where the Customer insists on having a service provided in a way, against JPS (the provider's) advice, or the Customer failed to clearly explain their needs to the provider.
- 4.8. **Transfer of Services** - Online Services cannot be transferred to any individual or third party.
- 4.9. **Subscription Cancellation** – The Customer is responsible for cancelling or suspending any Subscriptions that they have arranged Online via the website(s), as JPS Health & Fitness does not have the Authority to vary Customer subscriptions that they did not set-up.
- 4.10. **Purchaser Not to Claim** - The Customer or Purchaser warrants to not claim, request any refund or raise a dispute via Third Party Service providers (i.e. PayPal or EziDebit) and agrees to bring such matters to the attention of JPS directly in writing via email to hello@jpshealthandfitness.com.au
- 4.11. **Fees and Charges** - Online sales may incur fees and charges to cover any costs associated with taking, processing and fulfilling a purchase or order.

- 4.12. **Change of Service** - If there is a change to any Service or product available Online, (such as workshops, seminars or courses) the Customer or Purchaser will be notified in writing, to the email used at purchase, a minimum of 24 hours prior to commencement of the service.
- 4.13. **Minimum Participants** – Where applicable, Services may not run or be facilitated if the minimum number of participants required is not reached. In such instances those who have purchased the Service will be notified and resolved accordingly.

5. MEMBERS & GYM USAGE

- 5.1. **Membership Approval** – JPS Health & Fitness reserves the right to refuse service or access to any person. To be eligible to purchase a Membership, the individual is required to have worked with a JPS Coach in the capacity of Client; this is to ensure that they understand the culture, rules, policies and procedures of JPS and are competent to perform exercises and movements in a manner that is safe for not only themselves but other personnel that may be so affected by their training and exercise.
- 5.2. **Access Hours** – Membership access to the facility, without a Security Tag, will vary depending on staffed hours. Access may be refused within 30 minutes of close of business where the Member does not have a security tag.
- 5.3. **Security Tag Access** – Access for Members who purchase Security Tag is detailed on the Direct Debit Agreement signed, and may be subject to change.
- 5.4. **Etiquette** - It is expected of Members that they exhibit the same level of etiquette of all other individuals while inside any JPS Health & Fitness facility, including sharing equipment, communicating politely and respecting others.
- 5.5. **Behaviour and Language** - Unruly behaviour, vulgar language or improper use of equipment in the facility or being present in the facility while intoxicated, whether as a result of alcohol or drug ingestion, or other inappropriate behaviour is not permitted and may result in the suspension or cancellation of the Member's membership without any entitlement for refund.
- 5.6. **Putting Weights Away** – All members and clients must put away and replace any equipment promptly after using it. This is to ensure that the equipment is stored as intended to prioritise safety and cleanliness, as well as making it easy to locate for other Members.
- 5.7. **Apparel and Footwear** – All persons who use the gym facilities are required to wear appropriate apparel and footwear at all times, unless otherwise allowed by JPS Staff or Coach. Members who do not wear appropriate apparel and footwear assume all risks associated with doing so.
- 5.8. **Hygiene** - Members must always bring a towel and wipe down equipment after use. Any failure to do so may warrant cancellation or suspension of Membership.
- 5.9. **Damaged or Defective Equipment** – We request that Members notify Management of any defective or damaged equipment or other property of the facility as soon as reasonably practicable, so that it may be promptly repaired or restored.
- 5.10. **Liability for Damage** - Members are wholly liable for any damages that occurs or expenses incurred relating to any fixtures, fittings, equipment or other property of JPS Health & Fitness resulting from their conduct.
- 5.11. **Personal Belongings** – Please store any personal belongings in the designated areas and storage spaces allocated.
- 5.12. **Safety** - Members are required to use the safety features provided on equipment. Any Member unsure of the use of equipment must obtain instruction from the Proprietor or a JPS Coach.

- 5.13. **Acknowledgement of Risk** – Any individual who enters or uses the JPS facilities and equipment voluntarily assume the risk of injury, accident, death, loss or damage to their person or property.
- 5.14. **Waiver of Liability** - JPS Health & Fitness bears no responsibility for any injury, death, disability, property damage or psychological injury to the clients, members or other users of the gym.
- 5.15. **Emergency Phone** – The emergency phone is located near the front/main entrance and is to only be used in cases of emergency. This phone goes directly to the Security Control room. To call an Ambulance, the Police or Fire Brigade please dial '000'. Incorrect or unlawful use of the emergency phone will incur penalties.
- 5.16. **Duress Pendants** – Emergency duress pendants are provided for Member usage during unstaffed hours. It is the responsibility of the Member to collect a pendant from the designated area and keep it on their person at all times whilst on site, and return it prior to leaving. Misuse of these pendants will incur penalties.
- 5.17. **No Photography** - No Member is permitted to photograph or video any person or activity in the facility, unless they have your approval or consent.
- 5.18. **Guests & Non-Members** – Members must not bring any guest or non-member on-site during unstaffed hours.
- 5.19. **Member Revocation** - All JPS Memberships are subject to approval by Management, and may be revoked at any time if there are reasonable grounds justifying revocation. This may include:
 - An exhibit of unreasonable, unconscionable or unsafe conduct by the Member,
 - Non-compliance with JPS etiquette and gym floor rules,
 - Breach of any of the terms of this agreement, or any Policy of JPS Health & Fitness,
 - Any other reason that the Studio Manager believes to be of a serious nature.

MEMBERS UNDER 18 YEARS (MINORS)

- 5.20. **Parent/Guardian Approval** - Persons under the age of 18 years are not permitted to use the JPS Health & Fitness facility, unless a parent/guardian has assumed personal responsibility and has provided written approval, which requires both parties' signatures on the time of signing the membership agreement form.
- 5.21. **Minor(s) Not to Sign** - Persons under the age of 18 are urged to not digitally sign or agree to these terms and conditions, and JPS Health & Fitness waives all liability and responsibility if you do so without parental approval or authorisation.
- 5.22. **Safety for Minors** - It is highly recommended that all minors seek guidance or assistance, and only practice skills that they are capable of performing safely.

6. PAYMENTS

- 6.1 **Accepted Methods** of payment are Cash, Electronic Bank Transfer or EFTPOS at the facility.
- 6.2 **Receipts and Invoices** will not be provided unless expressly requested.
- 6.3 **Payment In Full** – All payments are required to be made up front and in full at or before the commencement of Service(s).
- 6.4 **Direct Debit** – Any Direct Debit payment arrangement is subject to the conditions set out in the Direct Debit Agreement. Fees and charges apply and will be enforced accordingly for Direct Debit payment arrangements.
- 6.5 **Expiration of Services** – All Services expire one (1) year after the original purchase date.

7 REFUNDS & SERVICE CONTRACT CANCELLATION

- 7.1 **Service Problem(s)** – If you have a problem with a service contact Management directly, either verbally or in writing, and explain the problem, and we will endeavour to resolve the problem in a reasonable time. If we are unable to rectify the problem you may be entitled to a refund or to cancel your service contract.
- 7.2 **Refunds and Service Cancellation** – Under Australian consumer law, refunds and service cancellations may not be provided in instances where there is a problem that is outside the control of the Provider, or where the Client (the Purchaser):
- Changes their mind;
 - Insisted on having a service provided in a particular way, against the provider’s advice;
 - Failed to clearly explain their needs to the provider.
- 7.3 **Refunds** will not be provided for services already rendered by JPS Health & Fitness or its representatives or personnel.
- 7.4 **Transfer of Sessions** – A Client who no longer wishes to train at JPS may transfer their remaining sessions to a third party. Any request to transfer sessions to a third party must be made in writing by the transferor and communicated to hello@jpshealthandfitness.com.au. Management reserves the right to refuse the transfer.
- 7.5 **Refund on Remaining Services** – Refunds may be provided on any unused services, where the Clients requests a refund and has grounds to do so. Refunds will be calculated as follows.
- 7.6 **Termination Fee*** – A termination fee will be applicable in instances of early termination of a service contract, where there are grounds to do so. This is calculated as:

$$\text{Standard Rate}^1 - \text{Rate Paid}^2 \times \text{Sessions Used}^3 = \text{Termination Fee}^4$$

$$\text{Remaining Amount}^5 - \text{Termination Fee} = \text{Refund Amount}^6$$

EXAMPLE SCENARIO – (Calculating Termination Fee & Refund Amount)

Client A purchased a 20 Session Pack for \$950 (\$45p/session), and has completed 5 sessions. Client A requests early termination and refund on 15 unused sessions. Remaining Amount is \$675. Standard Rate at the time is \$60 per session.

Calculating Termination Fee: \$60 (Standard Rate) – \$45 (Rate Paid) X 5 (Sessions Used) = \$75 (Termination Fee)

Calculating Refund Amount: \$675 (Remaining Amount) – \$75 (Termination Fee) = \$600 (Refund Amount)

- 7.7 **Deduction from Refunds** - The Termination Fee will be deducted from any refunds due to the client.
- 7.8 **Consolidation of Accounts** - If at the time of a subsequent purchase you have outstanding payment due for services rendered, this will be considered and the account will be consolidated accordingly.
- 7.9 **Outstanding Payments** – If money is owed to JPS for services rendered and not paid for, then the following notices will be given:

¹ **Standard Rate** – the current price for a Single Session (subject to change). Loyalty Tier’s will be considered,

² **Rate Paid** – The average price paid per session.

³ **Sessions Used** – The number of sessions used in the session pack in question.

⁴ **Termination Fee** – The amount to be charges to a client for early termination of a Service Contract,

⁵ **Remaining Amount** – The amount in \$AUD remaining on the Clients account for unused services or sessions,

⁶ **Refund Amount** – Is the amount to be refunded to the client after consideration of the *Termination Fee*,

- **Initial Notice:** A notification email sent from the *Client Administration* detailing the owed amount and how the client has incurred this fee (for example a failed direct debit payment or an outstanding session), and instructions for payment. It is the Clients responsibility to make the payment accordingly, and send remittance via response email.
- **Notice of Escalation:** If a Client fails to rectify the matter after the Initial Notice, this will result in an escalation to *Management*. This will result in a further email notification and an added fee of 10% of the outstanding amount.
- **Final Notice:** Failure to rectify the matter after the prior two notices will result in the matter being forwarded onto Debt Collection and any authorities, where relevant.

7.10 **Expired Services/Payments** - Payments will not be refunded for any unused services, and any unused services will only be valid until the *Service Expiration* date.

8 SECURITY & PRIVACY

8.1 **Lost or Stolen Items** - JPS Health & Fitness will not be responsible for any items that are lost, or stolen on their premises. We will, however, do all that is reasonably necessary and possible to help recover any goods that are lost or stolen.

8.2 **CCTV Surveillance** - The JPS Health & Fitness may be under CCTV surveillance, and if so signage will be present onsite to notify patrons of this.

8.3 **Personal Information** - We will do all that is reasonably possible and necessary to protect the personal information of clients and members, but where required by law or other authorities we may be required to release certain information.

9 DECLARATIONS

9.1 **Compliance with Rules** - I acknowledge that my Membership at JPS Health & Fitness is based on trust and is a privilege, and agree to abide by all terms and conditions, rules and policies as they apply. I understand that my failure to abide by the aforementioned, and any improper or unauthorised use of the facility may result in suspension or cancellation of my membership. JPS Health & Fitness reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the facilities.

9.2 **Clearance for Exercise** – I acknowledge that I am in good physical health and am able to undertake and engage in the physical activities voluntarily at JPS Health & Fitness. I assume all responsibility for updating JPS Health & Fitness with respect to any changes in my physical or mental condition, and for reporting injuries sustained at the facility to Management.

9.3 **Acknowledgement of Risk** - I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of JPS Health & Fitness, and I agree to hold harmless and release the JPS Health & Fitness and all affiliated corporations, and its officers, directors, board members, agents, employees, representatives, executors, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at JPS Health & Fitness.

9.4 **Waiver of Liability** - JPS Health & Fitness bears no responsibility for any injury, death, disability, property damage or psychological injury to the clients, members or other users of the gym. Further, by signing, the individual member or client are deemed to fully understand their rights and responsibilities in accessing or using the gym and facility in a correct fashion and understand they cannot pursue civil and any other damages against the JPS Health & Fitness Pty Ltd and its Directors.

CLIENT OR MEMBER DECLARATION

By signing, either physically or digitally, I hereby agree to the terms and conditions of Schepis Group Pty Ltd (Trading as JPS Health & Fitness (ACN 628 185 428)) set out in this document. Being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health and involves a degree of risk as described above, and am voluntarily participating in physical activity with JPS Health & Fitness.

Having such knowledge, I hereby release and covenant not to sue JPS Health & Fitness, their representatives, agents, and successors from liability for injury, illness, death, disability, damage to property or any other loss, which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate accordingly. I agree to disclose any physical limitations, disabilities, ailments, or impairments, which may affect my ability to participate in said fitness program

I have fully read the terms and conditions above, and understand and accept each declaration, namely COMPLIANCE WITH RULES, CLEARANCE FOR EXERCISE, ACKNOWLEDGEMENT OF RISK and WAIVER OF LIABILITY. I understand that I have given up substantial rights by signing and have signed freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

CLIENT/MEMBER:

Signed

Print Name

____/____/____
Date

PARENTAL CONSENT (FOR PERSONS UNDER 18)

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in party by the negligence of JPS Health & Fitness or otherwise, including negligent rescue operations.

PARENT/GUARDIAN

Signed

Print Name

____/____/____
Date

PRE-EXERCISE SCREENING TOOL (COMPULSORY)

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia or Sports Medicine Australia for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

AIM: To identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This stage is self administered and self-evaluated.

Please answer YES or NO to the questions below:

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? _____
2. Do you feel pain in your chest when you do physical activity? _____
3. In the past month, have you had chest pain when you were not doing physical activity? _____
4. Do you lose your balance because of dizziness or lose consciousness? If yes, explain in detail: _____
5. Do you have a bone or joint problem that could be made worse by physical activity? _____
6. Is your doctor presently prescribing drugs for your blood pressure or heart condition? If yes, explain in detail: _____
7. Are you aware, through your own experience or a doctor's advice other physical reason that would prohibit you from exercising without medical supervision? _____
8. Do you currently have or have you ever had any conditions or diseases in the past? If yes, explain in detail: _____
9. Are you currently taking any medication? If yes, please specify: _____
7. Are you taking any over the counter supplements? If yes, please specify below. _____
11. Have you been hospitalised or had surgical procedures within the last two years? If yes, please specify below. _____
12. Is there any other information that you believe is relevant or do you know of ANY other reason why you should not engage in physical activity? If yes please explain below. _____

Additional Information:

IF YOU ANSWERED 'YES' to any of the above questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise