



Membership Form

IMPORTANT NOTICE

This is a membership form under which you agree to become a member of **Fast Twitch**. When you sign this form, you are entering into a legally binding **agreement**.

This **agreement (your membership)** is made up of the **terms** contained in this form including the membership **details** below (**details**) plus any **special conditions** and the attached **Terms and Conditions (Terms)**, including our **Club Rules**, our privacy policy and the **Special Conditions for 14 and under ,15, 16 and 17 Year Olds** (if applicable).

This form sets out your rights to use our exercise **facilities and services**, and the obligations you have to comply with as a member. Your responsibilities under this **agreement**, including payment of **membership fees**, do not depend on how often you use the **facilities and services**. You promise to tell us if at any time you believe that you may not be able to comply with your obligations under this **agreement** including the payment of **fees**, so we can discuss your options with you.

What is set out in this **agreement** overrides any statements made by you or us before you signed the **agreement**. Accordingly, you should now read through this entire form carefully to make sure that it fully reflects your expectations and ask us or seek advice if you are unsure whether any particular statements that you have relied on are part of this **agreement**.

Words in **Bold** type and capitalised first letters are defined in clause 1 of the attached **Terms**.

I acknowledge that unless I provide written notice of termination of my membership prior to the end of the fixed term of my ongoing agreement, I will still be liable for my membership fees until 14 days after I provide written notice of termination to the fitness facility. I understand the fitness facility must respond to its receipt of a written notice within seven days.

If your agreement is for a Fixed Term, it automatically terminates at the expiry of the Minimum Term and so a new agreement will be required if you require services after that time.

If your membership is Ongoing, it is a periodic agreement that will continue after the Minimum Term until either you or we terminate it in the way described in the agreement. If an automatic direct debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or we cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable for damages for breach of contract.

This membership is **Fixed Term** or **Ongoing** PLEASE TICK & INITIAL HERE x _____ DATE x _____

This agreement is subject to a 7 day cooling off period.

*If we make a mistake in completing any **details** on your **membership** form, we can fix the mistake within 7 days after the date of your **membership** form. We will contact you advising you that this has been done. If we reasonably believe that the subject matter of the mistake was not clearly discussed with you at the time you signed the **membership** form, we will reinstate any applicable cooling off period.*

Direct Debit Warning: Please ensure that you cancel any **direct debit** authorisation for payments under this **agreement** when your **membership** ends.



Membership Details

Fast Twitch Club
("we", "us", "our")

Proofing Starttup Pty Ltd ABN 83 606 967 239 trading as Fast Twitch
270 North East Road, Klemzig, SA, 5087
Phone: 8261 1299

Member
("you", "your")

Name:
Address:
Suburb: Postcode:
Phone: Mobile:
Email:
Date of Birth: Gender: F • M •
Emergency Contact Name: Emergency Contact Number:

Cooling Off Period ends

7 days after the day on which this membership form is signed (ending at 11.59 pm on that day)

Minimum Term

- a) Base and Iso Memberships have a 12 month minimum term with a 12 month supply period. These memberships are classified as Fixed Term Agreements.
- b) Base Flexi and Iso Flexi Memberships have a 1 month minimum term with a 1 month supply period. These memberships are classified as Ongoing Agreements.
- c) CYOG, 1:1 Athletics Coaching, Coaching Excellence and any other Memberships have a 3 month minimum term and a 3 month supply period. These memberships are classified as Ongoing Agreements.
- d) All Class based memberships have a 6 Month minimum term with a 6 month supply period. These memberships are classified as Ongoing Agreements.

Your membership may be either for a Fixed Term or Ongoing as indicated in the Important Notice box above.

Start Date

06 / 01 /2020

If our Club is open, the date you sign this Agreement (unless we agree to a later date). Otherwise, the date our Club opens - provided we have given you prior notice of that date. If we have not given you prior notice, the Start Date is the day you are notified that our Club has opened.

Membership Type

Special Membership Code: Norwood Basketball Club

Fast Twitch Staff Member to fill in

Iso Membership with Athletic Class access \$11/week. The minimum terms is 6 months for this membership and ongoing after that point until notice of cancellation a). Please refer to your welcome pack for entitlements with this membership.

Facilities and services

One or more premises of the Club including all areas such as exercise areas and change rooms (and any rehab, sauna, ice-baths, class rooms and car park) as well as all equipment including weights, benches, machines, mats, and any programs, products, classes and services that you can use according to your Membership Type (excluding services provided by outside providers described in clause 22).

Fees

Membership fees for the Minimum Term \$ 286 up front or \$ 11 per week on the 1st day of each week or the next working day if that falls on a non-working day

Ongoing membership fee after the Minimum Term (not applicable for Fixed Term) \$ [] per week on (date) [This being the Supply Period during which you are entitled to receive membership benefits.] Please note the fee is subject to change by notice in accordance with this agreement.



Please circle the applicable fees and services as required.

Joining fee	\$69.00: Includes complimentary 1:1 session* Does not apply for Norwood Basketball Club as a reduced joining fee of \$29 is being applied.
Cancellation fee	As specified in clause 15 and 16(d) 'You can cancel for your convenience if you pay the Cancellation Fee which is the higher of 50% of the balance due for the Minimum Term or a sum equal to 30 days Membership Fees '
FOB Key Fee	\$49
Fitness assessment	\$75
Exercise consultation	\$75
Child minding	N/A
Guest pass	\$15 <i>per visit</i>
Suspension fees	\$2.50 <i>For each week or part of a week of the suspension</i>
Transfer fee	\$60
Direct Debit Transaction fee	\$0.50 per transaction for all transactions
Tailgate Fee	\$100.00
Biller's Administration Fee	\$14.80 refer to clause 18.
Other fees (eg. Nutrition Consult)	\$

Total fees due today \$ \$49 FOB + \$29 Joining Fee = \$78 (all other **fees** excluding normal **membership fees**, unless upfront payment is applicable)

Payment of membership fees (Debit Arrangement):

Once Only Debit: On Date: __ / __ / __ Debit this amount: \$ __ . __ . __

Regular Debits: Starting on Date: __ / __ / __ Debit this amount: \$ __ . __ . __

Frequency: Weekly* Fortnightly* (*subject to availability)

Duration: Continue regular debits until further notice (Minimum of __ __ Debits)

Until I have paid __ __ regular debits

Periodic Direct Debit Amount: May vary on Membership transfer or after Minimum Term see clause 16.2

Including payment details and associated fees/charges detailed above and/or the total amount billed for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit.

Debit from Bank, Building Society or Credit Union Account

Financial Institution: _____ Branch: _____

Account Holder Name(s): _____

BSB: __ __ / __ __ Account Number: __ __ __ __ __ __

By signing this form, I/We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing Systems (BECS) in accordance with the Debit Arrangement stated above and this Direct Debit Request and as per the Ezidebit DDR Service Agreement (ver 1.9) provided.

Debit from Credit Card

Select Card Type: VISA MASTERCARD (we do not accept Diners and Amex)

Card Number: __ __ __ __ / __ __ __ __ / __ __ __ __ / __ __ __ __ Expiry: __ / __

Name on Card: _____ Signature: _____

By signing this form, I/We authorise Ezidebit, acting on behalf of the Business, to debit payments from my specified Credit Card above and I/we acknowledge that Ezidebit will appear as the merchant on my credit card statement.

Direct Debit Provider

Direct debit services are supplied by Ezidebit Pty Ltd
www.ezidebit.com/en-au *Please refer to website for terms and conditions.*

State/Territory

South Australia

Special Conditions

*You agree to adhere to all **Fast Twitch** policies and procedures especially those relating to minors.*



Signing section

- I/we have read through this form including the attachments in full before signing.
- By signing here, I/we agree to be bound by the **terms** of this **membership agreement**.
- I/We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our account at the Financial Institution identified or Credit Card. This authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request, the provided Ezidebit DDR Service Agreement (ver 1.9) and I/we have read and understand the same. I/we acknowledge that our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com.au/privacy-policy/>
- 14 and under 15, 16 and 17 Year Olds: You may join as long as you agree to follow the **Special Conditions for 14 and under, 15, 16 and 17 Year Olds**. You promise you have read and understand these and will act in accordance with them. Your parent or guardian must also co-sign this **Agreement**, your **Pre-Exercise Questionnaire** and the **Special Conditions for 14 and under, 15,16 and 17 Year Olds**.

Member Signature X _____ **Date:** _____
Date: _____ **ID Verified (type and number)** _____

By co-signing below, the parent or guardian of a 16 or 17 year old agrees to this **Agreement**, agrees to accept personal responsibility to ensure the 16 or 17 year old complies with it, also agrees to rectify any breaches by the 16 or 17 year old.

Legal guardian if **member** under 18 years of age (Print Name) _____
 Relationship to **Member** _____ **Signature X** _____
Date: _____ **ID Verified (type and number)** _____

I do not wish to receive marketing material from Fast Twitch Third Parties

FOR OFFICE USE ONLY

- All details completed, Applicant has read through form, initialled front page and signed above.
- All persons signing have provided a copy of their drivers licence or other satisfactory identification
- Applicant has signed ACL Exclusion Notice
- Pre-Exercise Questionnaire completed
- Induction/Orientation completed
- Special Conditions for 14 and Under, 15, 16 and 17 year old requirements completed
- Application has copies of all relevant policies ie. Special Conditions for Minors, Cancellation Policy, DDR Service Agreement etc

Staff Member _____ **Signature X** _____
Date: _____



ACL Exclusion Notice (South Australia Only)

Recreational Services

Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
• a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
• a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the Club's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Club trading as Fast Twitch for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is-

- (a) excluded;
(b) restricted as set out below;
(c) modified as set out below;

Signature: Date:

Signature of witness:

Name and address of witness:

Definitions

- 1 Recreational services are services that consist of participation in:
> a sporting activity or similar leisure-time pursuit; or
> any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2 Personal injury is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at www.ocba.sa.gov.au



Terms and Conditions

1a. PLAIN TERMS

These **Terms** use fairly plain language, so we want to make sure that some of the words and concepts used are easily understood. For instance, we have included clause headings as a guide but these do not form part of this **agreement**. Certain recurring words are defined below and elsewhere in this **agreement** and other forms of those words have equivalent meaning.

1b. DEFINITIONS

Agreement: this **Agreement** as described in the **Important Notice**.

Fast Twitch: Proofing Startup Pty Ltd, ABN 83 606 967 239 trading as Fast Twitch

ACL: means the Australian Consumer Law in the CCA.

Billor: Our third party biller, Ezidebit Pty Ltd, ACN 096 902 813

Billor's Administration Fee: the Fee charged by the **Billor** under clause 18 as set out in the **Details**.

Cancellation Fee: the Fee payable under clause 15 and 16(d) as set out in the **Details**.

CCA: the Competition and Consumer Act 2010 (Cth).

Club: a **Fast Twitch** club

Club Rules: the rules that are referred to in clause 8.3.

Details: the part of this **Agreement** described as the "**Details**".

Direct Debit Amount: what you agree to pay by direct debit each Direct Debit Payment Period as set out in the **Details**.

Direct Debit Payment Agreement: the periodic billing **agreement** you enter into with our third party **Billor** for periodic billing services.

Direct Debit Payment Period: the frequency of your direct debit payments as set out in the **Details**.

End Time: for the purposes of providing notice for the cancellation of a **Periodic Agreement**, the **End Time** is the end of a **Supply Period** where notice is given at least 14 days before the end of that **Supply Period**. Otherwise, the **End Time** is the end of the next **Supply Period**.

Essential Term: a term of this **Agreement** that is so important you would not have signed the **Agreement** without it, for example, a requirement that the **Facilities and Services** are available 24 hours a day 7 days a week (subject to clause 30.1 and the **Special Conditions for 14 and under, 15, 16 and 17 Year Olds**). If there is a disagreement as to whether a term is an **Essential Term**, the matter will be reasonably determined by **Fast Twitch**.

Facilities and Services: includes **Club** premises and all exercise areas (and any rehab, sauna and ice-baths), bathrooms, toilets, equipment, weights, benches, machines, mats, car park and any programs, products, classes and services that you may use (excluding services referred to in clause 23).

Fees: **fees** that apply under this **Agreement** as set out in the **Details** and referred to in clause 16.

Fixed Term: the Fixed Term of a Fixed Term **Agreement**, as set out in the **Details**, which is for a maximum period of 12 months.

Fixed Term Agreement: an **agreement** which automatically ends at the end of the Fixed Term.

Fob Key: the access key that allows you to access **Clubs**.

Fob Key Fee and Replacement Fee: the **Fee** payable under clause 16c and clause 9 as set out in the **Details**.

Guest Fee/Non-Member: the **Fee** payable under clause 28 as set out in the **Details**.

Important Notice: the part of this **Agreement** described as this.

Joining Fee: the **Fee** payable under clause 16 (a) as set out in the **Details**.

Member: a **Club** member.

Membership: another word used to refer to this **Agreement**.

Membership Fees: the **Fees** you pay to access the **Facilities and Services** as referred to under clause 16 and set out in the **Details**.

Minimum Age: the minimum age to become a **Member** and use the **Facilities and Services** and referred to in clause 5.

Periodic Agreement: an **agreement** that continues on a periodic basis from **Supply Period** to **Supply Period** until terminated under clause 13.

Pre-Exercise Questionnaire: the questionnaire or other screening tool we may require you to answer before using the **Facilities and Services**.

Pro Rata Fee: the **Fee/s** that may be applicable under clause 20 and set out in the **Details**.

Start Date: when this **Agreement** starts as set out in the **Details**.

Special Conditions for 14 and under, 15, 16, 17 Year Olds: the special conditions set out in the document headed "Special Conditions for 14 and under, 15, 16, 17 Year Olds" and referred to in clause 4 and 5.

Staffed Hours: the times a **Club** is staffed. These times may not be fixed and will also vary from **Club** to **Club**.

Supply Period: the minimum term of a **Periodic Agreement**, as set out in the **Details**, which is ordinarily a period of 1 month.

Tailgate Fee: the **Fee** you will be charged if you allow another person to access a **Club** without permission.

Terms: the part of this **Agreement** described as the "Terms".

2.1 COOLING OFF

If you change your mind within 7 days of entering a **Membership Agreement**, you may have an opportunity to cancel. You will need to let us know in writing within the time specified in the **details** for it to be effective. We will charge the **joining fee** and fair amounts for fitness services we have already provided, but will otherwise refund you any other amounts you have paid to us within 14 days. If you wish to end your **membership** otherwise, different **terms** apply as set out in these **Terms**.

If we make a mistake in completing any **details** on your **membership** form, we can fix the mistake within 7 days after the date of your **membership** form. We will contact you advising you that this has been done. If we reasonably believe that the subject matter of the mistake was not clearly discussed with you at the time you signed the **membership** form, we will reinstate any applicable cooling off period.



No cooling off period applies in the case of a transferred membership, please see Clause 14.2 for further details.

3. JOINING, ACCESS AND RECIPROCITY

When you join our **Club**, you will need to give us information noted in the **Details** and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer.

On joining we will give you a **Fob Key** or access card that will let you access and use our **Club** and the **Facilities and Services**.

From the **Start Date** you are entitled to the **membership** benefits and use of the **facilities and services** that apply to the **Membership** Type you selected. In some instances certain services and facilities will not become available unless an orientation/induction has been completed. Services and facilities such as sauna, ice-baths, compression boots and other specialised services will require additional orientation/induction before use.

4. RESPONSIBILITY FOR MEMBERS UNDER 18

By signing on behalf of a child, the parent or guardian agrees to be responsible for ensuring the child exercises safely, pays their **membership fees** and otherwise follows these **Terms**.

The parent or guardian who signs this form also agrees to hold the **Club** harmless in respect of any claim made by or on behalf of the child against the **Club** to the extent that any such claim would have been excluded under this **agreement**, had the child been an adult and signed this **agreement** on is or her own behalf.

5. MINIMUM AGE

For safety and security reasons you must be at least 18 years old to become a **Member**. However, if you are 14 and under, 15, 16 or 17 years of age, and both you and your parent or guardian agree to the **Special Conditions for 14 and under, 15, 16-17 Year Olds** (which are for your protection), you may join us if we are an Approved **Club**.

If you are 14 and under, 15, 16 or 17 years of age your **Membership** may be immediately cancelled if you break one of the **Special Conditions for 14 and under, 15, 16 or 17 years of age**. The **Special Conditions** can be found on our website and also at the **Club**.

6. STAFFED HOURS

A **member** may be subject to a Staffed Access only **membership**, which will only allow them to attend the **Club** during **Staffed Hours**.

7. ORIENTATION/INDUCTION

- (a) It is a condition of this **Agreement** that you participate in a scheduled **Member** orientation/induction program.
- (b) The orientation/induction focuses on various aspects of the **Club** including, but not limited to, **Club** layout, amenities and entry and exit areas.
- (c) **Fast Twitch** may suspend or terminate this **Agreement** in the event of unsatisfactory completion of the **Club** orientation/induction prior to the commencement of exercise.

8. SAFETY FIRST

The health and safety of members is important to us. This clause sets out some of the things we require of you to help achieve that objective.

8.1 Your physical condition

A safe and effective exercise program is dependent upon accurate health and fitness profiling. It is therefore essential that you tell us in writing all relevant personal health and fitness information both before (through our **Pre-Exercise Questionnaire** or otherwise) and during the course of any exercise program or other activity.

You promise that information you disclose to us will be true and accurate and not misleading in any way. You must not attend and use the **facilities and services** whilst you are suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other members and guests or yourself.

When you sign this **Agreement** and each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the **Facilities and Services** until you have sought appropriate medical guidance and been given the go-ahead



If you happen to use the **facilities and services** before disclosing relevant health information to us, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, we ask that you do not use the **facilities and services** until we have completed your health and fitness profile.

We may suspend or cancel your **Membership** if we have reason to suspect that you have not complied with clause 8.1.

8.2 Equipment

- a) We will provide you with an instructional consultation/orientation with a staff **member** before using the **facilities and services** which you must attend before use. In any case, you promise to take care when using the **facilities and services** and make sure that you use the **facilities and services** including equipment appropriately and safely. If you are ever not sure how to operate any equipment properly, you agree not to use the equipment until further instruction has been given by a qualified staff member.
- b) You understand and acknowledge that Fast Twitch purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the **Club**. You agree to release the **Club** against any loss suffered by yourself as a result of faulty equipment or your use of the equipment.
- c) You understand and acknowledge that Fast Twitch is providing recreational services and may not be held liable for defective products or equipment.
- d) The **Club** does not warrant that the equipment will be in working condition throughout the term of the membership. In the instance of equipment not in working order we will endeavour to fix any broken equipment in a timely manner.
- e) Equipment at the **Club** can be changed at any time without notification to you and other **members**.

8.3 Club Rules

We display rules that apply to everyone using the **facilities and services** in order to promote health and safety and the protection of property (our **Club Rules**). A copy of our **Club Rules** will be handed to you when you apply for **membership** and may be displayed on our website and on signage. Please make sure that you read our **Club Rules** carefully as they form part of this **agreement** and ask us if there is anything you are not sure about.

We may occasionally update our **Club Rules** to further promote health and safety or to make other improvements. We will seek to tell you of any changes as set out below, though we expect you to keep familiar with the current version of our **Club Rules** by reading our website and signage on a regular basis.

If you break our **Club Rules**, the response we take will be at our reasonable choosing and we will try to exercise this right fairly by giving you a warning if we consider the failure is less serious. In this regard however you acknowledge that health and safety of all users and protection of property is very important. Accordingly, if we reasonably consider the failure to follow our **Club Rules** is serious or persistent we may suspend or even cancel your **membership** with immediate effect.

8.4 Action for risky or inappropriate conduct

We can refuse you entry to the facilities and services or cancel your **membership** immediately if you behave in a way that is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs. You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the **Club**. For example, your **Membership** may be immediately suspended or cancelled (with a **Cancellation Fee** applying), you may be banned from joining any **Club** and/or we may refer the matter to appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

8.5 Please follow our directions

You agree to follow any reasonable direction of a **member** of our staff relating to health and safety or any other matter.

8.6 Risk Warning

(a) Fast Twitch warns that whilst you are on our premises using our **Club** and exercise services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:

- (i) slipping on wet flooring;
- (ii) being struck by weights;
- (iii) colliding with equipment, or other **Members**;
- (iv) engaging in strenuous exercise and activities; or
- (v) use of equipment or **Club** facilities,

(b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.

(c) You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.

(d) You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by Fast Twitch are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.



You acknowledge that the use of facilities provided by Fast Twitch the **Club** are done so at your own risk and acknowledge that the use of the **Club** may involve risk of injury, whether caused by you or another party.

By accepting this Agreement you agree that Fast Twitch will not be liable for any loss, injury, damage or theft of property, belonging to or brought onto **Club** premises by you, or for any death, personal injury or illness on **Club** premises, or from using our facilities or equipment. This release does not apply if your death or injury results from gross negligence on our part.

9. YOUR FOB KEY

You will need your **Fob Key** (or access card) to access **Clubs** and must swipe this each time you use the **Facilities and Services**.

If you lose or forget your **Fob Key** (or access card) you may access a Club during **Staffed Hours** if you show photo ID to **Club** staff but this will be at the discretion of the **Club**. You should not ask or expect another person to let you into a **Club** at any time.

You must not let anyone else into a **Club** without the approval of **Club** staff or let anyone else use your **Fob Key** (or access card). If you break this term, you may be charged the **Tailgate Fee** and/or your **Membership** may be suspended or cancelled. You will also be bound to conditions in clause 28.

If your **Fob Key** (or access card) is lost or stolen you must let us know immediately and get a replacement in 14 days or you may be refused **Club** access. A Replacement **Fob Key Fee** of \$29 will apply as per clause 16 c).

10. COMMERCIAL ACTIVITY

You acknowledge that engaging in any commercial or business activities in the **Club**, such as offering training services or selling goods in the **Club** is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

11. PRIVACY

11.1 Our privacy policy

From when you apply for **membership** we will have access to personal information about you, such as information relating to your health and finances. We will protect this information and only use, disclose or deal with this information in accordance with our Privacy Policy. The latest version of the Privacy Policy will be available on our website.

11.2. Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done. By signing this **Agreement**, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by **Fast Twitch** and you assign your rights in any of these materials to **Proofing Startup Pty Ltd t/a Fast Twitch**.

11.3 Other

- Please keep your contact **details** up to date

You promise to tell us promptly if you change your address, phone number, email, bank account, credit card information for payment or if there is a change to any other personal information relevant to your **membership** with us. This includes any matters that affect the health or safety of you or others.

- Photos and Videos

Members and guests are not allowed to take photos and/or videos in **Clubs** unless specific permission is granted by the **Club**.

12. WHEN CAN YOU PUT YOUR MEMBERSHIP ON HOLD?

You may temporarily suspend your **membership** for travel or medical reasons if all amounts payable for your **membership** are paid up to date and, if your **membership** is for a **Fixed Term**, it has more than two weeks left to run. You will need to produce satisfactory supporting documentation when you apply for a suspension. You must apply for a suspension as soon as possible after you become aware of the relevant circumstances. We are entitled to charge you the **suspension fee** for processing your application. In any 12 month period, we are not obliged to suspend your **membership** on more than two occasions or for more than three months in total. While your **membership** is suspended, the term will be extended and we will freeze any **direct debit payments** that fall within the suspension period.

13. ENDING YOUR MEMBERSHIP

For the purposes of any requirements in this **agreement** to tell us in writing or give us written notice, we will accept notification by email or post.

13.1 On or after expiry of the Minimum Term



If your **membership** is for a Fixed Term, you do not need to do anything, as it will automatically end when the Minimum Term expires. We will seek to remind you before the end of your **membership** in these circumstances in order that we can discuss renewal of your **membership**.

13.2 Cancelling a Periodic Agreement: You may cancel during any **Supply Period** by giving us written notice. The cancellation will take effect at the **End Time**. The **End Time** is the end of that **Supply Period** if your notice was given at least 14 days before. Otherwise, the **End Time** is the end of the next **Supply Period**. You can cancel the **Agreement** with earlier effect but you will still be liable for **Membership Fees** on the basis that it was cancelled at the **End Time**. If you have paid **Membership Fees** in advance that extend beyond the **End Time**, you will be entitled to a refund of those **Fees** on cancellation of the **Periodic Agreement**.

13.3 If your **membership** is Ongoing, it will continue after the Minimum Term unless you tell us in writing at any time before the expiry of the Minimum Term that you do not wish your **membership** to continue. We will seek to remind you before this time.

If your **membership** is Ongoing and you have not told us that you wish your **membership** to end at the expiry of the Minimum Term, you can terminate any time after the end of the Minimum Term by giving us at least 14 days prior written notice. Any unused **membership fees** after the required notice period will be refunded.

13.4 Where neither you nor we terminate this **agreement**, any unpaid **fees** will need to be paid by you and in addition to our other rights we may have, including taking action to recover the outstanding payments. You will have 14 days to pay any unpaid **fees** owed to the **Club**.

14.1 OTHER WAYS THAT YOU CAN END YOUR MEMBERSHIP

You can also cancel your **membership** where:

(When no **cancellation fee** will apply)

- we don't keep our end of the deal (please see paragraph (a) below);
- you become subject to medical incapacity (please see paragraph (b) below);
- we make changes to this **agreement** that adversely affect you (please see clause 24);
- you otherwise become entitled to do so under consumer legislation;

(When a **cancellation fee** may apply)

- you relocate or simply wish to cancel for any other reason (please see paragraph (c) below)
 - A) If we don't keep our end of the deal

You can cancel your **membership** by written notice to us if we breach any of our obligations under this **agreement** and we have not remedied that breach within a reasonable time (being a minimum of at least 14 days) after you have given us a written request that we do so.

No **fees** will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the **joining fee, membership fees** for the time you have been a **member** calculated on a pro-rata basis and any outstanding **fees** for other services already supplied to you.

B) You can cancel for medical reasons

You can end your **membership** by telling us in writing if you cannot exercise for the remainder of Minimum Term due to an illness or a physical incapacity and you produce supporting documentation to our reasonable satisfaction.

In that event, you will only be charged the **joining fee, membership fees** for the time you have been a **member** calculated on a pro rata basis and any outstanding **fees** for other services already supplied to you.

C) If your **membership** is no longer convenient

You can also cancel on 30 days written notice if you relocate more than 20 km away from the **Club** and supply proof.

14.2 Transferring your Membership

Please note we will consider any request to transfer your **membership** and may agree to the transfer at our reasonable choosing subject to the satisfaction of reasonable eligibility conditions and your payment of the transfer **fee**. We will never charge you a cancellation **fee** if we agree a transfer to someone who is not currently a **member** and they have paid our standard **joining fee**. Your **Membership** may be transferred to another person who is not a current **Member** but only if we agree, your account is up to date, and the person you transfer to:

- is eligible to become a Member;
- is able to take up your **Membership** (for example, if you have a corporate **Membership**);
- signs a new **agreement** to become a **Member** for at least the balance of the Minimum Term, however no cooling off period shall apply to the new member;
- agrees that the provisions of clause 3 regarding access and reciprocity will also apply to them; and



- pays **Membership Fees** for at least the balance of the Minimum Term, or enters into a **Direct Debit Payment Agreement** if these **Fees** are to be paid periodically by **direct debit**; and
- pays applicable other **Fees** such as a **Fob Key Fee** and a **Joining Fee**.

In any case if your **membership** ends under paragraph (c) of 14.1, you will be liable for the **joining fee, membership fees** for the time you were a **member** calculated on a pro-rata basis, any outstanding **fees** for other services already supplied to you and, except as mentioned above, the **cancellation fee**.

15.1 WHEN CAN WE END YOUR MEMBERSHIP?

In addition to our other rights under this **agreement**, we can terminate your **membership** by written notice to you if you fail to act in accordance with any obligation under this **agreement** and if capable of remedy you do not remedy the failure within a reasonable time of us giving you written notice requiring you do so. If we cancel this **agreement** under this paragraph you will be liable for the **joining fee, membership fees** for the time you were a member, the **cancellation fee** and any other **fees** payable for further fitness services already supplied.

15.2 On rare occasions we may cancel a **membership** by written notice to the **member** without the need to give a reason. If we cancel your **membership** under this paragraph you will only be liable for the **membership fees** for the time you were a **member** and any other **fees** for other fitness services already provided. No **cancellation fee** will apply and we will refund your **joining fee** together with the sum of \$50. You agree that this payment is your sole entitlement to compensation for cancellation of your **membership** under this paragraph. You also agree that upon receipt of this payment you release us from our obligations under this agreement and any loss of expenses that you have or may incur.

15.3 You promise you are not bankrupt or insolvent and are able to pay applicable **Fees** at the time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your **Membership Fees** for an extended period. We may cancel your **Membership** if you become bankrupt or insolvent.

15.4 We may also cancel or suspend a **membership** immediately by written notice to you if you are abusive, or make threats, to staff of the **Club**, other members or any other person visiting the **Club** or you behave in a manner which the **Club** believes may cause harm to any of those persons.

16. FEES YOU HAVE TO PAY FOR YOUR MEMBERSHIP

The **fees** you have to pay are specified in the **details**. This clause 16 sets out some further rights and obligations that apply in relation to particular **fees**.

If you fail to make any payment when due, we can suspend your **membership** and refuse you access to the **facilities and services** until all outstanding amounts have been paid in addition to our other rights under these **Terms**. **Fees** and charges continue to accrue during the suspension. As noted in the **details** that period is the supply period during which your **membership** entitlements continue.

A. Joining fee

We may charge you a **joining fee** to cover the set up costs for a new **membership**. The **joining fee** is not refundable except in limited circumstances relating to clause 2.2 and clause 15.2.

B. Membership fees

If your **membership** is for a **Fixed Term** you can pay your **membership fees** up front when you submit the membership form, or you can elect to pay by equal periodic instalments.

If your **membership** is Ongoing, **membership fees** must be paid periodically in advance until your **membership** ends.

C. Fob Key fee

This is the **Fee** charged to buy a **Fob Key**. This is not refundable except in very limited circumstances related to clauses 2 and 14.1. If you need a replacement **Fob Key**, a Replacement **Fob Key** Fee of \$29 will apply.

D. Cancellation fee

You can cancel for your convenience if you pay the **Cancellation Fee** which is the higher of 50% of the balance due for the Minimum Term or a sum equal to 30 days **Membership Fees**

E. Suspension fee

As per **clause 12** we are entitled to charge you a \$2.50 fee each 12 week or part of a week of the suspension. Please refer to clause 12 for further details.

16.1 If you do not pay a **Fee** when due



If you do not pay a **Fee** or other amount you owe when due, we can suspend your **Membership** until all amounts have been paid. This is in addition to our other rights under this **Agreement**, including those under clause 15.1. Other consequences may also apply with respect to late or rejected **direct debit payments** (see clause 18).

Fees and charges continue to accrue during a suspension under clause 16.1.

Your **Membership** may also be terminated if any **Fees** remain unpaid for an extended period. You will still be liable for all unpaid amounts. A **Cancellation Fee** may also apply.

16.2 Fee increases

We will not increase the **membership fees** during the Minimum Term. However, we may increase your **membership fees** or any other **fees** with effect any time after that. We will make a fair effort to tell you at least 60 days before by writing to you at the last address you gave us (which may be an email address). Where we have done so, you authorise us to increase any debits from your nominated account in line with this increase. We will not use this right to vary the **terms** of any special offer which applies to you.

You **membership fees** in the case of a fixed term will not be increased except in the case of a transfer of your **membership**, in this case the new **membership** pricing structure applies.

17. REFUNDS AND THE CREDIT CODE

We are entitled to deduct all **fees** and charges that you must pay under this **agreement** from any refund we give you. The National Credit Code does not apply to this **agreement**.

18. WHEN YOU PAY BY DIRECT DEBIT

If you pay any **Fees**, including ongoing **Membership Fees**, by **direct debit**, then this will be through our **Biller** (not us).

The **terms** and conditions that apply to the direct debit services are available from the **Direct Debit Providers** website. Those **terms** and conditions are entirely separate to this **agreement** and you may have rights and obligations under those **terms** and conditions. As such, the **Direct Debit Provider** acting in its capacity as such has no liability to you in connection with your involvement in exercise activities under this **agreement**. The **Direct Debit Payment Agreement** of the **Biller** which applies to any direct debit services can be found directly on the **Billers** website.

You may at any time contact the **Direct Debit Provider** if you have any queries or to verify your **direct debit** authorisation **details**, <https://www.ezidebit.com/en-au/contact>.

18.1 Authorisation to deduct fees

By nominating a credit or debit account, you are authorising us to deduct from that account all **fees** and other charges for which you may be responsible under this **agreement**. Accordingly, it is essential that you keep your account **details** up to date.

18.2 If your payment is late or rejected

You are responsible for making sure that there is enough money in your nominated account on the usual payment day or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the **Biller's** control), you will be charged the **Biller's Administration Fee**. This will be added to your next debit amount. Prior arrears may also be included.

Any bank **fees** charged to us because of a rejection when we attempt to collect payments from you may be charged directly to you by us (or by the **Direct Debit Provider**).

If a payment remains outstanding, you agree that, unless we are in breach of our obligations under these Terms, we (or the **Direct Debit Provider**) may continue to debit the nominated account for the total amount due without notice to you. If the amount owing is more than four periodic **membership fees** we will seek to contact you first.

18.3 Your bank or credit provider may charge you a **fee** for overdrawing your account if you do not have enough money in your account when payment is due.

19. DEBT COLLECTION AGENCIES

If paying by **Direct Debit**, upon default by you in regard to any obligation under this **Agreement** and failure to remedy the default after notification by Ezidebit:

- a) you authorise Ezidebit to notify any debt collection agency of the default;



- b) Ezidebit may, at its sole discretion terminate the **membership agreement** at which time the full outstanding balance for the remainder of the minimum term or payments (including any current arrears) shall be due in full; and
- c) you authorise Ezidebit to add to the outstanding debt a **fee** of \$50 and an amount equivalent to 25% of the full outstanding balance (being Ezidebit expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

20. PRO RATA FEE

If you pay by **direct debit** and your **Start Date** begins after the first day of the relevant **Direct Debit Payment Period**, you will only be charged the applicable portion of the **Direct Debit Amount**. The same applies if you have a **Fixed Term Agreement** and the **Direct Debit Payment Period** ends after the last day of the **Agreement**.

21. SECURITY

21.1 24 Hour CCTV cameras

Club premises have CCTV security cameras recording 24-hours a day (except in bathrooms and toilets) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. Although we will act reasonably to keep the **Club** premises secure, you acknowledge that accessing and making use of the **Club** facilities is at your own risk. You agree to release us from all harm or loss that you incur or suffer as a result of your use of the **Club** or the facilities located at the **Club**. You should contact the **Club** if you have questions on this.

21.2 Emergencies

Clubs have an emergency phone, panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.

If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.

Clubs may also have an emergency or crisis response procedure displayed which must be followed in emergencies.

21.3 Be cautious

You must be cautious when entering, leaving a **Club** and using the **Club** and you must wear security lanyards when appropriate, for example, if exercising alone or outside **Staffed Hours**.

21.4 Following Directions

You agree to follow any reasonable direction of **Club** staff relating to health, safety or security matters or related matters.

22. ISSUES WITH OUTSIDE PROVIDERS

We will seek to make sure those contractors and other authorised persons who provide services at the facilities (outside providers) are appropriately qualified before granting them access. Examples of outside providers include such as coaches, physiotherapists, masseurs and personal trainers who may offer additional services from the facilities that are not included with your **Membership Type**.

Please note that outside providers are neither employed by us nor are they our agents, even if they happen to be wearing clothes displaying our name and logo. You will know that they are outside providers because they will require payment of their **fee** direct from you when you engage them.

This is important because we are not liable for any injury, loss or other claims arising from breach of contract, negligence or otherwise that are suffered by you in connection with any outside provider services, other than to the extent caused by our negligence. In addition, you release us and hold us harmless in relation to any such claims.

We have no responsibility in respect of the **fees** that you must pay directly to outside providers nor for any associated costs or refunds. However, please advise us if you have a problem with an outside provider and we will try to help if we can. Nothing in this clause limits our liability for the actions of our employees or agents.

23. OTHER SERVICES

There may be other services offered at the facilities that do not form part of your **Membership Type** but are available for you to purchase separately. These are not part of the services provided under your **membership** and you will be advised at the time if any additional **terms** apply to these services.



24. CHANGES TO YOUR MEMBERSHIP AGREEMENT

We may need to make changes to this **agreement** including our Rules during your **membership**. However, we will always try to do this in a way that is fair by giving you an opportunity to cancel your **membership** if you do not agree to the change as described in this clause below.

We will tell you in writing of the proposed change in advance and tell you the date that it will come into effect. This effective date will be at least 30 days from the date of our notification unless it is impractical for us to do so. Your **membership** will be amended with effect from the effective date. If however, you are adversely affected by the change, you may cancel your **membership** without payment of a **cancellation fee** by telling us in writing before that date, with a detailed explanation of how this specific change will materially impact you.

Please note you cannot cancel under this clause if we are required to make the change in order to comply with a law or any direction of a competent authority.

25. OUR LIABILITY TO YOU

25.1 Statutory guarantees

ACL: The Australian Consumer Law (**ACL**) contained in the Competition and Consumer Act 2010 (Cth) (CCA) provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to you:

- are rendered with due care and skill,
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier and might reasonably be expected to achieve any result you have made known to the supplier and
- are supplied within a reasonable time (when no time is set).

Permitted exclusion: However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with any statutory guarantee.

In the previous sentence, "injury" means:

- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease; or
- the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community.

Reckless conduct: This exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those **terms** by the **CCA**).

25.2 State based notices

Please refer to the attached **ACL** Exclusion Notice which contains complementary information about the statutory guarantees and the limitations that we are allowed to place on them. These are without prejudice to the limitations contained in this clause.

25.3 General exclusions

Please note that nothing in this **agreement** excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified.

Otherwise, and except as expressly included in this **agreement**, all implied **terms**, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this **agreement**. In particular, but subject to the preceding paragraph, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill,

at common law that in either case results in your death or injury (as defined in paragraph (a) above) in connection with or under this **agreement**, but to avoid doubt we do not exclude liability for our reckless conduct.

26. LOSS OF PROPERTY

You promise that you will not unnecessarily bring valuables in to the facilities and that if lockers are available you will use the lockers to store any valuable property that you bring with you. If we provide secure storage lockers, then this is part of our service to you.



However, we are not responsible if someone breaks into your locker and takes your property, other than to the extent we have not complied with our obligations in respect of this service under a statutory guarantee.

Other than as described above, maintaining the security of unattended property in the facility is not part of the service we provide under this **agreement**. Accordingly, if you choose not to use a locker to securely store your property and leave it unattended in the facilities, we will not be responsible for any loss or damage to your property that occurs.

27. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any damage to the facilities caused by you or your guests through a wilful act or negligence. You agree that you are liable for all losses that the **Club** incurs as a result of a breach of the agreement by the **member** or from the **member's** negligence.

28. ACCESS BY NON-MEMBERS

(a) **Fast Twitch** only grants Members, unless otherwise specified in this **Agreement**, access to the **Club**. No **Member** is permitted to bring a **non-Member** into the **Club**.

(b) If a **Member** breaches clause 28(a) of this **Agreement**, the **Member** acknowledges that:

(i) they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the **non-Member** whether or not caused through the negligence of the **Club**;

(iii) you will be subject to clause 9 and the associated **tailgate fee**;

(ii) the act of bringing a **non-Member** into the **Club** on more than one occasion constitutes automatic acceptance by the **Member** of a new **membership** for the non-Member. The **Joining Fee** and all other **fees** relevant to services used, in addition to the **DD Membership Fee**, will be charged to the **Member** in the following ways:

(1) for a **Member** who holds a **DD Membership**, this amount will be deducted from their nominated bank account; and

(2) for a **Member** who holds a **PIA Membership**, the **Member** will receive an invoice for this amount;

(iii) payment of the amount in accordance with the clause above will entitle the **non-Member** to use the **Club** for one fortnight;

(iv) in order for the **non-Member** to take advantage of the new **membership**, they will need to attend the relevant **Club** and comply with all of the obligations that all new Members are required to comply with pursuant to this **Agreement**; and

(v) **Fast Twitch** reserves the right to terminate the **membership** of the **Member** who brings a **non-Member** into the **Club**.

29. COMPLAINTS AND FEEDBACK

29.1 If you have any concerns about the **Facilities and Services** or anything else in relation to your **Membership**, you should first raise it with **Club** staff.

29.2 If you are uncomfortable about approaching, or do not wish to approach **Club** staff, or are not happy with the response given, you may send a complaint to the head office of **Fast Twitch** by e mail to info@fasttwitch.com.au.

29.3 Complaints will be dealt with in accordance with the **Fast Twitch** complaints policy.

30. GENERAL LEGAL ITEMS

30.1 Unexpected events

We are not liable if you cannot use your **membership** due to anything beyond our reasonable control. If that failure or delay continues for more than 30 days, then either you or we can cancel this **agreement** with immediate effect by telling the other in writing. We are entitled to make part or all of the facilities unavailable for up to four weeks during each calendar year to undertake maintenance, repairs or improvements. In the case that the whole or majority of the **Club** is inaccessible we will extend your **membership** by the time you are unable to use the facilities. No extension will be provided for isolated incidences of general repair and maintenance.

30.2 Our logo and intellectual property

No rights in relation to our logo, trademarks or any other intellectual property rights associated with our business, techniques, exercise programs or classes are granted to you under this **agreement**, except that any exercise program created for you may be used while you are a **member** for the purpose of your exercise activities.

30.3 Transferring this **agreement**



We can transfer the rights or benefit under this **agreement** or sub-contract our obligations under this **agreement** to a third party at any time by giving you 30 days notice to you but in doing so we will make sure that the transferee agrees to honour the **terms** of your **membership**.

30.4 Severability and waiver

If a court finds that any part of any term of this **agreement** is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this **agreement**. If we do not enforce our rights under this **agreement** at any time, it does not mean that we may not do so on future occasions.

31. ENTIRE AGREEMENT

You agree that we have not made any representations or promises that you have relied that are not in this **Agreement**.

32. APPLICABLE LAW

The law of the State/Territory specified in the **details** applies to this **agreement**.

33. CODE OF PRACTICE

Fast Twitch the **Club** operates according to the 'National Fitness Industry Code of Practice' developed by Fitness Australia. A copy of the code can be found on our website. We are bound by this code and you can lodge a complaint with Fitness Australia if we the **Club** has or appears to have breached this code.



CLUB RULES

MEMBERS ARE REQUIRED TO COMPLY WITH THESE RULES AND BY ENTERING THE CLUB THE MEMBER MAKES THE FOLLOWING PLEDGES:

1. Club membership means the entitlement to use the Club's facilities, not its actual use. Failure to use the Club's facilities does not release the member from their obligations under this agreement.
2. I understand that the Club is under 24 hour CCTV surveillance for security purposes and I will hold no privacy claims against the Club.
3. I agree to not cause damage, vandalism to any equipment; I understand that CCTV is in use and that footage can be used as evidence in any proceeding or claims. I further agree that the removal or any items of equipment from the Club without the written permission of the Club Owners constitutes theft and will be reported to the authorities.
4. I agree that my membership is strictly for my personal use (and non-business use) and cannot be used by another person, and that I will not permit any other person to use my membership or sessions. I understand that bringing non-members into the club may result in a fine of \$100 (per offence) and/or having my membership terminated.
5. Defaulting on payment of fees may result in me being denied access to the Club and being liable for the Biller's Administration Fee .
6. I will adhere to the terms and conditions, as varied from time to time, per the 'Membership Form' and Terms and Conditions.
7. I will adhere to all Fast Twitch policies and procedures and all etiquette requirements of each area of the gym. All policies and procedures including WHS policies can be found at the front counter.
8. If I believe there is a risk to my health or to me physically or otherwise by participating in a fitness service at the Club, I will inform the Club in writing about the risk.
9. I understand that I am responsible for my own safety and welfare while exercising at the Club.
10. I understand that the Club will at times be unattended by Staff, especially as the Club will be operating a 24/7 Club.
11. I understand that proper training clothing, attire must be worn whilst at the Club and appropriate for the training.
12. I accept that a sweat towel or towels must be placed on the floor for my use while doing floor training / exercises.
13. I will return equipment to its original position after use.
14. I will be courteous, respectful and helpful to the Club community at all times. The Club is an equal opportunity community and has zero tolerance policies against sexual harassment, racial discrimination and bullying (whether displayed vocally, physically or via attire of any type).



15. I will take and accept and follow directions from staff at all times.
16. I will maintain personal hygiene to exceptional standards as to not offend other members.
17. I will not take or cause to be taken any photos or video footage in this facility, the Club.
18. I understand that some memberships and services will not be accessible on Public Holidays where there will be no staff in attendance at the Club.
19. All members must complete an induction/orientation and fill in the **pre-exercise screening tool**, before accessing,using, the Club's facilities and services.
20. Only approved and authorised by the Club, fitness instructors are allowed to work from the Club, if management believes a fitness instructor or a member is providing services without prior approval we reserve the right to terminate their membership and seek compensation in damages
21. Minors are not permitted into the Club or to partake in any activity in the club, unless they hold a membership under our Special Conditions Memberships for 14 and under, 15, 16 and 17 year olds.
22. I understand that the Club has a zero tolerance policy towards distribution and use of illegal or performance enhancing drugs or substances and persons caught in breach will be immediately dismissed and reported to the authorities. Alcohol is not to be brought, consumed or distributed on the Club's premises. The Club and its immediate surrounds are strictly non-smoking areas.
23. I understand that not all facilities may be accessible to me, including services such as rehab, sauna and ice baths. If I wish to access these services, I agree to comply with correct terms and conditions of use, under the correct membership of the Club.
24. I understand that the Club's rear car park is closed from 9pm to 6am daily, and that members are responsible for ensuring their vehicle is moved before the Club's gates are closed.



DDR SERVICE AGREEMENT (Ver 1.11)

DDR Service Agreement (Ver 1.11)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. A payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. A payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. There is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement.

I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com.au/privacy-policy/>

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.



Cancellation Policy

1:1 Coaching, CYOG Coaching, Recovery Rooms, Assessment Bookings etc.

TITLE	Cancellation Policy	AUTHOR	Patrick Stolz
EFFECTIVE DATE	20/1/2019	SIGN OFF	Daniel Milky
BUSINESS UNIT	Fast Twitch	REVIEW DATE	12 months

PURPOSE / BACKGROUND

We value your time as much as we value our coaches time. Our coaches are sought after and take the time to prepare each session for you. We have developed this policy to provide clarity on our expectations when you commit to a coach in developing your fitness goals.

POLICY STATEMENT

Fast Twitch operates under a strict 24-hour cancellation policy for all appointments, which engage our coaching services. This includes 1:1 coaching, CYOG (create your own group), recovery rooms, assessments and any other classes or pre-planned coaching sessions, you understand and agree that this list is not exhaustive.

This policy excludes memberships and any coaching sessions you may become entitled to when joining the **Club**.

Acceptable methods of giving notice include telephone and email.

POLICY SCOPE

Membership Type	Less than 24 hours notice	More than 24 hours notice
1:1	If we are notified less than 24 hours before the scheduled time of your session you will be charged for your session. In the event we are able to fill that spot we will notify you and follow the procedure associated with 'more than 24 hours notice'.	Postponing/Rescheduling: In any one supply period (3 months) you are entitled to have up to 3 sessions postponed or rescheduled if unforeseeable circumstances arise.
CYOG	If we are notified less than 24 hours before the scheduled time of your session you will be charged for your session. In the event we are able to fill that spot we will notify you and follow the procedure associated with 'more than 24 hours notice'. Alternatively you can refer to scenario 1 & 2 .	Postponing/Rescheduling: In any one supply period (3 months) you are entitled to have up to 3 sessions postponed or rescheduled if unforeseeable circumstances arise. It is your responsibility to ensure all parties are made aware if the session has been postponed/rescheduled. Scenario 1: If your CYOG consists of only 2 people, you agree that if your training partner can not attend and you still wish to train you will be charged for a 1:1 coaching session and no penalty will be incurred for your CYOG. Scenario 2: If your CYOG consists of more than 2 people and 2 or more people wish to train this will be considered still as a session, and the individual/s who are unable to attend will still be liable for the agreed fees.
All other pre-planned coaching sessions, assessments, classes and recovery room facilities.	You will be charged for 50% of the total payable fee.	No fee is applicable.

GLOSSARY OR DEFINITIONS

Fast Twitch - Trading name for Proofing Startup Pty Ltd. Gym located at 270 North East Road, Klemzig SA 5087.

CYOG - Create your own group

Coaches - Fast Twitch coaching employee

Trainers - Fast Twitch Personal Trainers



FAST TWITCH SPECIAL CONDITIONS FOR MINORS

TITLE	Minors Policy	AUTHOR	FT Manager
EFFECTIVE DATE	24/1/2019	SIGN OFF	Director
BUSINESS UNIT	Fast Twitch	REVIEW DATE	12 months

PURPOSE / BACKGROUND

We believe exercise for all ages is very important and that's why we have memberships for younger members! We also believe that the exercise they do needs to be safe and accompanied by an exercise professional during staffed hours. Below we have outlined permitted memberships, access/club entry, equipment usage and program participation for underage members.

Definitions

Legal Guardian: The person legally recognised as the primary caretaker of the minor (if not the parent of the minor).

Minor: A member, casual visitor or guest under the age of 18. For the purposes of Table 1.1, 'minor' is in reference to the age range stipulated in the applicable line of the table.

Team Member/Exercise Professional: A person who is employed by Fast Twitch under a Contract of Employment.

The following policies are to be followed at all times when allowing an underage person access to the club:

- Membership is permitted only with the consent and signature of the minor's parent/legal guardian on all membership contracts, pre-exercise questionnaires and waivers.
- If a minor wishes to redeem a free trial pass, casual visit, guest pass or the like, a full pre-exercise questionnaire and waiver must be completed and signed by the minor's parent/legal guardian before entry to the club will be granted, and access/usage conditions are as set out in this policy.
- A photograph of the minor must be taken and attached to their account for identification purposes.
- Access is only permitted during staffed hours and permitted equipment use and class participation is set out in the table below.
- A face to face induction with Club Manager, Head of Department or Fitness Professional must be undertaken prior to any permitted use of the club facilities. The minor cannot opt-out of the induction.
- Participation in programs developed for minors including Fundamentals training, workshops and any other program/class is subject to age and supervision policy of each specific program.
- Recovery Room usage and other recreational facilities will be governed by the club-specific policy available on site relating to that recovery modality.



FAST TWITCH SPECIAL CONDITIONS FOR MINORS

Table 1.1 - Minor Usage & Access Requirements

POLICY STATEMENT

Age Brackets	Membership Access	Class and Equipment Access
14 and under	<p>May be considered for general membership on medical advice with the approval from Manager and Operations Manager. If permitted must have the consent and signature of the minor's parent/legal guardian.</p> <p>Access is only permitted during staffed hours and directly accompanied by a parent, legal guardian or exercise professional.</p> <p>Not eligible to redeem Guest Visits, Any special passes or enter any challenges.</p>	<p>Permitted usage is as follows (must be directly accompanied by a parent, legal guardian or exercise professional):</p> <p>Classes: Non-weight-based group fitness. Pilates, Yoga and Stretch Therapy are permitted.</p> <p>Cardio equipment: Under direct supervision</p> <p>Recovery Modalities: Please refer to 'Conditions of Use' for each separate modality.</p> <p>Weight-based equipment under direct instructions from an exercise professional who holds a 'Working with Children' check.</p> <ul style="list-style-type: none"> - Other equipment prescribed by a medical or exercise professional - Programs developed for minors from approved exercise professional who holds a 'Working with Children' check.
15, 16 and 17	<p>Membership is permitted with the consent and signature of the minor's parent or legal guardian.</p> <p>Access is only permitted during staffed hours, however, the minor may access the club independently during these hours.</p> <p>Eligible to redeem Guest Visit, only if a parent or legal guardian attend the club on first visit and signs as guarantor on the waiver.</p>	<p>Permitted usage is as follows (able to undertake independently):</p> <p>Classes: All group fitness classes where those instructors have the qualification and accreditation to undertake the training of minors.</p> <p>Weight-based equipment for 15-year-olds under direct instructions from an exercise professional who holds a 'Working with Children' check. Pin-loaded equipment can be used unsupervised.</p> <p>Weight-based equipment for 16-17-year-olds unsupervised is permitted</p> <p>Cardio equipment: Under program instructions from an exercise professional (unsupervised).</p> <p>Recovery Modalities: Please refer to 'Conditions of Use' for each separate modality.</p> <p>Programs (subject to the age policy of each specific program) developed for minors from approved exercise professional who holds a 'Working with Children' check.</p> <ul style="list-style-type: none"> - Other equipment prescribed by a medical or exercise professional <p>Challenges: 6, 8, 12-week challenges permitted.</p>
18 and over	<p>Standard adult membership terms and conditions apply.</p>	<p>All classes and equipment (subject to membership type).</p>

POLICY SCOPE

Decisions made in accordance with this policy are only made by the store manager or Director. Any questions in relation to this policy should be directed to the store manager or Director.

ADULT PRE-EXERCISE SCREENING SYSTEM (APSS)



This screening tool is part of the Adult Pre-Exercise Screening System (APSS) that also includes guidelines (see User Guide) on how to use the information collected and to address the aims of each stage. 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 & Sport Science Australia, Fitness Australia, Sports Medicine Australia or Exercise is Medicine for any loss, damage, or injury that may arise from any person acting on any statement or information contained in this system.

Full Name: _____

Date of Birth: _____ Male: _____ Female: _____ Other: _____

STAGE 1 (COMPULSORY)

AIM: To identify individuals with known disease, and/or signs or symptoms of disease, who may be at a higher risk of an adverse event due to exercise. An adverse event refers to an unexpected event that occurs as a consequence of an exercise session, resulting in ill health, physical harm or death to an individual.

This stage may be self-administered and self-evaluated by the client. Please complete the questions below and refer to the figures on page 2. Should you have any questions about the screening form please contact your exercise professional for clarification.

Please tick your response

	YES	NO
1. Has your medical practitioner ever told you that you have a heart condition or have you ever suffered a stroke?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you ever experience unexplained pains or discomfort in your chest at rest or during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you ever feel faint, dizzy or lose balance during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you have diabetes (type 1 or 2) have you had trouble controlling your blood sugar (glucose) in the last 3 months?	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you have any other conditions that may require special consideration for you to exercise?	<input type="checkbox"/>	<input type="checkbox"/>

IF YOU ANSWERED 'YES' to any of the 6 questions, please seek guidance from an appropriate allied health professional or medical practitioner prior to undertaking exercise.

IF YOU ANSWERED 'NO' to all of the 6 questions, please proceed to question 7 and calculate your typical weighted physical activity/exercise per week.

7. Describe your current physical activity/exercise levels in a typical week by stating the frequency and duration at the different intensities. For intensity guidelines consult figure 2.				Weighted physical activity/exercise per week	
Intensity	Light	Moderate	Vigorous/High		Total minutes = (minutes of light + moderate) + (2 x minutes of vigorous/high)
Frequency (number of sessions per week)	_____	_____	_____		
Duration (total minutes per week)	_____	_____	_____		
				TOTAL = _____ minutes per week	
<ul style="list-style-type: none"> • If your total is less than 150 minutes per week then light to moderate intensity exercise is recommended. Increase your volume and intensity slowly. • If your total is more than or equal to 150 minutes per week then continue with your current physical activity/exercise intensity levels. • It is advised that you discuss any progression (volume, intensity, duration, modality) with an exercise professional to optimise your results. 					

I believe that to the best of my knowledge, all of the information I have supplied within this screening tool is correct.

Client signature: _____ Date: _____

FIGURE 1: Stage 1 Screening Steps

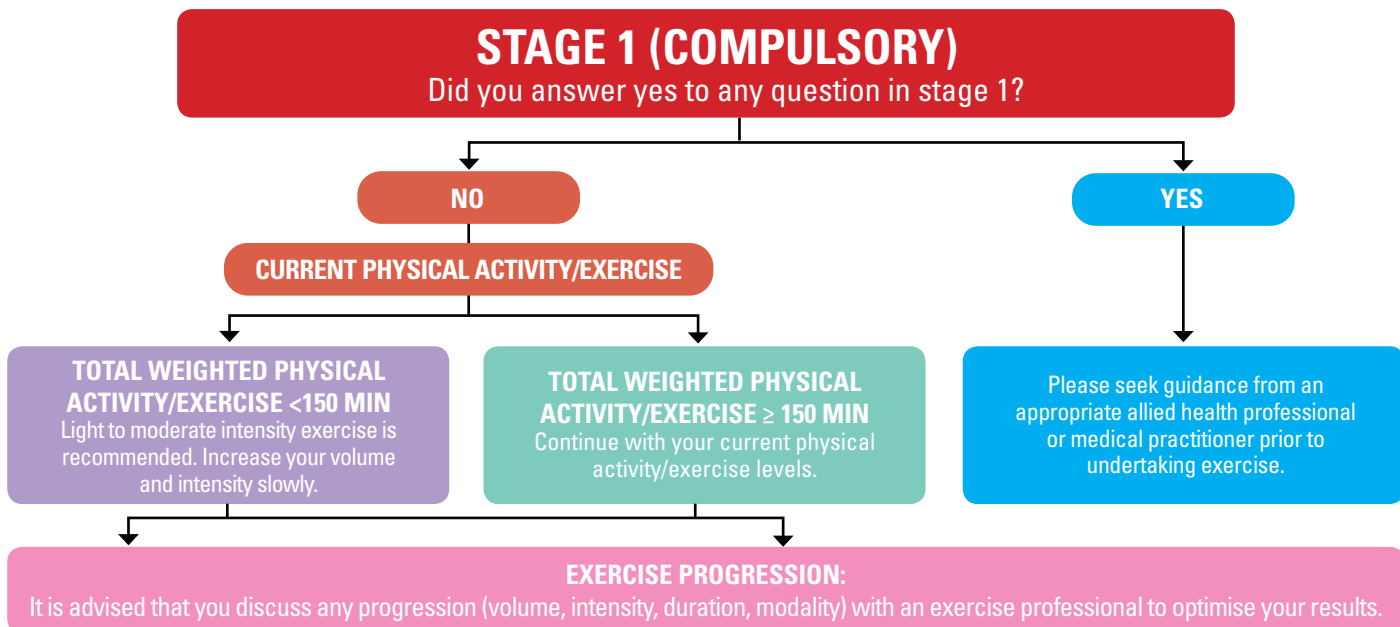


FIGURE 2: Exercise Intensity Guidelines

INTENSITY CATEGORY	HEART RATE MEASURES	PERCEIVED EXERTION MEASURES	DESCRIPTIVE MEASURES
LIGHT	40 to <55% HRmax*	VERY LIGHT TO LIGHT RPE# 1-2	<ul style="list-style-type: none"> An aerobic activity that does not cause a noticeable change in breathing rate An intensity that can be sustained for at least 60 minutes
MODERATE	55 to <70% HRmax*	MODERATE TO SOMEWHAT HARD RPE# 3-4	<ul style="list-style-type: none"> An aerobic activity that is able to be conducted whilst maintaining a conversation uninterrupted An intensity that may last between 30 and 60 minutes
VIGOROUS	70 to <90% HRmax*	HARD RPE# 5-6	<ul style="list-style-type: none"> An aerobic activity in which a conversation generally cannot be maintained uninterrupted An intensity that may last up to 30 minutes
HIGH	≥ 90% HRmax*	VERY HARD RPE# 7	<ul style="list-style-type: none"> An aerobic activity in which it is difficult to talk at all An intensity that generally cannot be sustained for longer than about 10 minutes

* HRmax = estimated heart rate maximum. Calculated by subtracting age in years from 220 (e.g. for a 50 year old person = 220 - 50 = 170 beats per minute).

= Borg's Rating of Perceived Exertion (RPE) scale, category scale 0-10.

Modified from Norton K, L. Norton & D. Sadgrove. (2010). Position statement on physical activity and exercise intensity terminology. J Sci Med Sport 13, 496-502.

STAGE 2 (RECOMMENDED)



AIM: This stage is to be completed with an exercise professional to determine appropriate exercise prescription based on established risk factors.

CLIENT DETAILS	GUIDELINES FOR ASSESSING RISK
<p>8. Demographics</p> <p>Age: _____</p> <p>Male Female Other</p>	<p>Risk of an adverse event increases with age, particularly males ≥ 45 yr and females ≥ 55 yr.</p>
<p>9. Family history of heart disease (e.g. stroke, heart attack)?</p> <p>Relationship (e.g. father) Age at heart disease event</p> <p>_____ _____</p> <p>_____ _____</p> <p>_____ _____</p>	<p>A family history of heart disease refers to an event that occurs in relatives including parents, grandparents, uncles and/or aunts before the age of 55 years.</p>
<p>10. Do you smoke cigarettes on a daily or weekly basis or have you quit smoking in the last 6 months?</p> <p>Yes No</p> <p>If currently smoking, how many per day or week?</p> <p>_____</p>	<p>Smoking, even on a weekly basis, substantially increases risk for premature death and disability. The negative effects are still present up to at least 6 months post quitting.</p>
<p>11. Body composition</p> <p>Weight (kg) _____ Height (cm) _____</p> <p>Body Mass Index (kg/m²) _____</p> <p>Waist circumference (cm) _____</p>	<p>Any of the below increases the risk of chronic diseases:</p> <p>BMI ≥ 30 kg/m²</p> <p>Waist > 94 cm male or > 80 cm female</p>
<p>12. Have you been told that you have high blood pressure?</p> <p>Yes No</p> <p>If known, systolic/diastolic (mmHg)</p> <p>_____</p> <p>Are you taking any medication for this condition?</p> <p>Yes No</p> <p>If yes, provide details</p> <p>_____</p>	<p>Either of the below increases the risk of heart disease:</p> <p>Systolic blood pressure ≥ 140 mmHg</p> <p>Diastolic blood pressure ≥ 90 mmHg</p>
<p>13. Have you been told that you have high cholesterol/ blood lipids?</p> <p>Yes No</p> <p>If known:</p> <p>Total cholesterol (mmol/L) _____</p> <p>HDL (mmol/L) _____</p> <p>LDL (mmol/L) _____</p> <p>Triglycerides (mmol/L) _____</p> <p>Are you taking any medication for this condition?</p> <p>Yes No</p> <p>If yes, provide details _____</p>	<p>Any of the below increases the risk of heart disease:</p> <p>Total cholesterol ≥ 5.2 mmol/L</p> <p>HDL < 1.0 mmol/L</p> <p>LDL ≥ 3.4 mmol/L</p> <p>Triglycerides ≥ 1.7 mmol/L</p>

CLIENT DETAILS	GUIDELINES FOR ASSESSING RISK
<p>14. Have you been told that you have high blood sugar (glucose)?</p> <p>Yes No</p> <p>If known: Fasting blood glucose (mmol/L) _____</p> <p>Are you taking any medication for this condition?</p> <p>Yes No</p> <p>If yes, provide details</p> <p>_____</p>	<p>Fasting blood sugar (glucose) ≥ 5.5 mmol/L increases the risk of diabetes.</p>
<p>15. Are you currently taking prescribed medication(s) for any condition(s)? These are additional to those already provided.</p> <p>Yes No</p> <p>If yes, what are the medical conditions?</p> <p>_____</p>	<p>Taking medication indicates a medically diagnosed problem. Judgment is required when taking medication information into account for determining appropriate exercise prescription because it is common for clients to list 'medications' that include contraceptive pills, vitamin supplements and other non-pharmaceutical tablets. Exercise professionals are not expected to have an exhaustive understanding of medications. Therefore, it may be important to use common language to describe what medical conditions the drugs are prescribed for.</p>
<p>16. Have you spent time in hospital (including day admission) for any condition/illness/injury during the last 12 months?</p> <p>Yes No</p> <p>If yes, provide details</p> <p>_____</p>	<p>There are positive relationships between illness rates and death versus the number and length of hospital admissions in the previous 12 months. This includes admissions for heart disease, lung disease (e.g., Chronic Obstructive Pulmonary Disease (COPD) and asthma), dementia, hip fractures, infectious episodes and inflammatory bowel disease. Admissions are also correlated to 'poor health' status and negative health behaviours such as smoking, alcohol consumption and poor diet patterns.</p>
<p>17. Are you pregnant or have you given birth within the last 12 months?</p> <p>Yes No</p> <p>If yes, provide details</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>During pregnancy and after recent childbirth are times to be more cautious with exercise. Appropriate exercise prescription results in improved health to mother and baby. However, joints gradually loosen to prepare for birth and may lead to an increased risk of injury especially in the pelvic joints. Activities involving jumping, frequent changes of direction and excessive stretching should be avoided, as should jerky ballistic movements. Guidelines/fact sheets can be found here: 1) www.exerciseismedicine.com.au 2) www.fitness.org.au/Pre-and-Post-Natal-Exercise-Guidelines</p>
<p>18. Do you have any diagnosed muscle, bone, tendon, ligament or joint problems that you have been told could be made worse by participating in exercise?</p> <p>Yes No</p> <p>If yes, provide details</p> <p>_____</p> <p>_____</p>	<p>Almost everyone has experienced some level of soreness following unaccustomed exercise or activity but this is not really what this question is designed to identify. Soreness due to unaccustomed activity is not the same as pain in the joint, muscle or bone. Pain is more extreme and may represent an injury, serious inflammatory episode or infection. If it is an acute injury then it is possible that further medical guidance may be required.</p>

Important Information: This screening tool is part of the [Adult Pre-Exercise Screening System \('APSS'\)](#) and should be read with the APSS guidelines (see [User Guide](#)) on how to use the information collected and to address the aims of each stage. This does not constitute medical advice. This form, the guidelines and the APSS (together 'the material') is not intended for use to diagnose, treat, cure or prevent any medical conditions, is not intended to be professional advice and is not a substitute for independent health professional advice. Exercise & Sports Science Australia, Fitness Australia, Sports Medicine Australia and Exercise is Medicine (together 'the organisations') do not accept liability for any claims, howsoever described, for loss, damage and/or injury in connection with the use of any of the material, or any reliance on the information therein. While care has been taken to ensure the information contained in the material is accurate at the date of publication, the organisations do not warrant its accuracy. No warranties (including but not limited to warranties as to safety) and no guarantees against injury or death are given by the organisations in connection with the use or reliance on the material. If you intend to take any action or inaction based on this form, the guidelines and/or the APSS, it is recommended that you obtain your own professional advice based on your specific circumstances.