



## **Terms & Conditions**

### **Joining aged 18 and Under**

If you are under the age of 18, a parent or guardian must sign your membership agreement and pre-exercise questionnaire.

### **When does your agreement start?**

By using any of Get Going's services, you are thereby agreeing to Get Going's Terms and Conditions. The only exception is if you receive written confirmation from a Get Going staff member that alters the agreement.

### **Understanding our rights**

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait.

### **Paying your first fortnight**

You need to pay a fortnight in advance when you join or renew your membership. We cannot refund the fortnightly amount, even if you cancel during your comfort guarantee period. If you defer your first fortnightly payment, we will charge you a higher fortnightly amount until you have paid the deferred fees in full.

## **Can you change your mind?**

### **Using your comfort guarantee**

You can cancel your agreement during your comfort guarantee period. You have 6 days from the date you sign your initial agreement. We will not refund your initial payment; however, you will not be charged any further fees.

## **What about your health?**

### **Services**

We will provide you with the services as set out in your Get Going application. Please ensure that you read and understand the below as it relates to the services, we are providing you.

In agreeing to these terms and conditions, you agree and acknowledge that our services are provided on the basis of the information that you provide to us and that your failure to provide accurate or complete information may impact our ability to provide those services to us. You warrant and agree that any information that you provide us is truthful, accurate and current.

#### *Personal training services*

### **Promising you are cleared in health**

On the day you sign your agreement and each time a Get Going staff member conducts a face-to-face or virtual personal training session, your promise is that:

- You are in good physical condition & have completed the pre-exercise readiness questionnaire.
- You know of no medical or other reason why you cannot, or should not do active or passive exercise.
- You will notify us of any change in your health status that may impact your ability to participate in a personal training session.



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### **Seeking expert advice.**

Our personal training staff are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

Our personal training staff may from time to time provide you with information relating to your health and nutrition. This information is for informational and educational purposes only and is not intended as a substitute for medical, nutritionist or dietician advice.

### *Nutritionist services*

Our nutritionist and dietitian services are intended to assist you with managing or maintaining your nutritional wellbeing, and are not intended to be general medical advice, treatment or diagnoses. You should always speak with your doctor or another relevant healthcare professional before using our services, in particular if you are pregnant or have a medical condition, injury or impairment. Our services must not be relied on as a substitute for medical advice or treatment.

If you elect to use our nutritionist or dietitian services, your promise is that:

- You have completed the screening questionnaire which indicates that you are either:
  - in good health and do not have any underlying health or medical conditions; or
  - you have obtained your doctor's consent to use our services where you have any underlying health or medical conditions
- You will notify us of any change in your health status that may impact the services we provide to you.

### *Dietitian services*

Our dietitian services are provided by Accredited Practising Dietitians.

Our dietitian services are intended to assist you with managing or maintaining your nutritional wellbeing and where appropriate assist in the prevention and management of chronic disease. You should always speak with your doctor or another relevant healthcare professional before using our services, in particular if you are pregnant or have a medical condition, injury or impairment.

If you elect to use our nutritionist or dietitian services, your promise is that:

- you have completed the screening questionnaire which indicates that you have disclosed to us all pre-existing health or medical conditions that may impact our services to you; and
- you will notify us of any change in your health status that may impact the services we provide to you.

### **Our liability is limited**

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our services, unless that Liability was caused or contributed to by our negligent act or omission.

### **Indemnity**

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with any breach of these terms and conditions or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these terms and conditions, and continues after these terms and conditions end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these terms and conditions.



## **When do you pay membership fees?**

### **Paying for ongoing memberships**

You pay fees for ongoing memberships in advance each fortnight, by direct debit from a bank account or credit card. Unless organised otherwise with a Get Going staff member.

### **Paying via Invoice**

If you have paid for your membership upfront via invoice, all policies in these terms and conditions still apply.

## **What happens if your payment is late or fails?**

### **Paying your outstanding debts**

We will continue to debit your nominated account without notice, until we have received the total amount that you owe us. You may be charged a dishonour fee, which is done so by our direct debiting partner and you will be liable for this. If you fail 3 successive payments, we will be forced to cease your training. You will still be liable for the agreed amount owed. We will make a reasonable effort to let you know beforehand by:

- Phoning you or speaking to you at the next session.\
- Writing to the address you last gave us.

## **Can we change your agreement?**

### **Staying up to date with our terms**

We may sometimes add to, change or remove our terms and conditions. This includes membership fees.

### **Being notified about changes**

We will give you at least 28 days notice of any changes, for instance by:

- Publishing them in our newsletter or on our website.
- Informing our staff to verbally notify you.
- Phoning or writing to the address provided.

### **Cancelling your membership**

If we do not fulfil our obligations, you may be able to cancel your membership without notice. Unless the law states otherwise, you won't have any other claim against us if this happens.

We may terminate your membership immediately, if:

- you breach these terms and conditions;
- you behave in a way that we consider, in our sole discretion, to be inappropriate, improper or unlawful;  
or
- you behave in a way that we consider, in our sole discretion, to be disrespectful or inappropriate towards our staff.

## **Can we increase your fees?**

### **Being notified about changes**

We reserve the right to increase your fees at any time as long as we give you 28 days notice.

We will make a reasonable effort to tell you about this at least 28 days beforehand by writing to the address provided (this may be an email address). We will consider that you have received our letter or email on the second business day after it is sent.



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### **Can you freeze your membership?**

You are able to freeze your membership for free for a maximum of 3 fortnightly payments each calendar year. If you do need to freeze your payments for longer than 3 fortnights, there will be a cost of \$10 dollars per week to freeze your membership. If you have a medical reason or become bankrupt, we will not charge you for this time freeze.

### **How to cancel your membership with us?**

If you would like to cancel your membership, please do so by Calling 1800 446 464

We require 28 days notice to cancel your membership. Once cancelled, there will be 2 further direct debits taken from your nominated account. Exceptions apply for medical reasons however supportive evidence must be provided.

### **Refunds**

If we (Get Going) have overcharged or made a payment mistake, you may be eligible for a refund. Please allow 14 days for this to be processed. Get Going will not provide refunds for credit under any circumstances, unless the situation matches the criteria mentioned above.

### **Credit with Get Going following cessation of your training.**

If you do not use your credit with Get Going within 6 months of the day in which you informed Get Going of cancellation of your service, your account will be deactivated and credit will be forfeited.

### **Changing your membership**

#### **How to upgrade your membership?**

If you would like to upgrade, please do so by:

- Contacting your Get Going representative
- Emailing
- Calling 1800 446 464

#### **How to downgrade your membership?**

If you decide that you would like to downgrade your membership, we require 28 days notice to action this.

Please do so by calling 1800 446 464

#### **Can't make your session?**

If you can't make your session, you must give a minimum of 14 hours' notice. If sufficient notice is given, you will be credited that session amount to your Get Going account. If insufficient notice is given or not given at all, your session will be forfeited.

#### **Online or Virtual Sessions**

Some sessions, classes and seminars may be conducted online. If that is the case, all terms and conditions still apply.

For further information on any terms of conditions please contact a Get Going representative.