

**EXTENSION FITNESS  
ONGOING TRAINING AGREEMENT**

**Supplier:** TD Karajas Pty Ltd as trustee for Karajas Trading Trust T/A Extension Fitness  
**ACN:** 650 112 879

**Client Name:**

**Start Date of Agreement:**

**End Date of Agreement:** N/A

**7-Day Cooling-Off period ends:**

**FEES**

**Direct debit instalments**

Payment amount: \_\_\_\_\_

Payment frequency: \_\_\_\_\_

Date of first payment: \_\_\_\_\_

**Goals:**

- 1.
- 2.
- 3.

**Goal Assessment Methods & Metrics:**

- 1.
- 2.
- 3.

**Session days/times:**


**Session frequency:**


**CLIENT SIGNATURE**

I, \_\_\_\_\_, have read this document and willingly enter this personal training agreement. I have read and understand the terms and conditions.

**TRAINER SIGNATURE**

I, \_\_\_\_\_, have read this document and agree to provide the services outlined to the very best of my ability. I have read and understand the terms and conditions.

Date: \_\_\_\_\_

## **EXTENSION FITNESS ONGOING TRAINING AGREEMENT TERMS & CONDITIONS**

*These terms and conditions have been formulated to meet the requirements of the Fair Trading (Fitness Industry Code of Practice) Regulations 2020. See [www.commerce.wa.gov.au/consumer-protection/fitness-services-membership-agreements](http://www.commerce.wa.gov.au/consumer-protection/fitness-services-membership-agreements) for further information.*

We want to help our clients achieve excellent results. For this reason, and for the sustainability of our business, all of our personal training and coaching services for new clients are delivered under an initial Fixed Term Training Agreement. This means a fixed number of sessions over a set time period. On the completion of this, clients will generally have the option of moving onto an Ongoing Training Agreement, with an agreed upon session frequency which continues indefinitely until cancelled.

We believe this fosters commitment and consistency and enables mutual buy-in, all of which are critical in enabling clients to make real and sustainable progress.

If you are considering entering an Ongoing Training Agreement with us, that means you have completed your initial Fixed Term Training Agreement and are keen to continue on training with us. Fantastic!

We are really looking forward to helping you progress further in your strength, fitness and health goals. But first, it's important to us that you know and feel comfortable with what you are signing up for, so please ensure you have understood each of the terms of this contract. We would love to receive any questions you have.

# CONTENTS

1.	TIMEFRAME & TRAINING FREQUENCY	5
2.	PAYMENT	5
3.	FEES	5
4.	RESCHEDULING SESSIONS	6
5.	PUBLIC HOLIDAY POLICY	7
6.	TRAINER LEAVE & ILLNESS	7
7.	PAUSING AN AGREEMENT	7
8.	CANCELLING AN AGREEMENT	8
a.	Cooling-off period	8
b.	Cancelling an Ongoing Training Agreement for any reason	8
c.	Cancelling an Ongoing Training Agreement due to permanent illness or incapacity	8
9.	COVID19	ERROR! BOOKMARK NOT DEFINED.
10.	WHAT TO DO IF YOU HAVE A COMPLAINT	9

## 1. TIMEFRAME & TRAINING FREQUENCY

As the name suggests, and Ongoing Training Agreement means you have a locked-in session time and frequency, which we guarantee to keep for you until you cancel your Agreement.

Training frequency must weekly (or more frequently), except at the discretion of Extension Fitness. Training on multiple occasions per week is very welcome.

The days and times of your sessions are listed in your Ongoing Training Agreement, and may be changed only according to the terms stipulated in Clause 4: 'Rescheduling Sessions'.

## 2. PAYMENT

Payment for your sessions is to be made in weekly instalments via our direct debit provider ('GoCardless').

Training cannot commence until a direct debit agreement has been established.

We will always inform you of all applicable fees and charges in advance in writing (via this Agreement, and any changes via email).

PLEASE NOTE: Fees for missed or cancelled sessions will not be refunded, except as per the terms of this Agreement. (See clauses 6, 7, 8 & 9)

## 3. FEES

*Please Note: All Ongoing Training Agreements include the provision of a fully customised program (in four-week blocks), including technique instruction videos.*

Fees for personal training are as follows (as of Feb 2023) –

### **Gym-based training (@ RAW Fit Co private gym, 49 Gladstone St Perth):**

60-minute session: \$100

45-minute session: \$75

These fees are all-inclusive, i.e. there are no additional charges for gym use.

NB: If you train with us weekly (or more frequently), you can – if you like - sign up as a member of RAW Fit Co gym for \$15/wk. Your Extension Fitness fees will be reduced by

this amount, so the out of pocket cost to you remains the same. This membership gives you swipe card access to use the gym between 5:00am and 8:30pm (7 days/wk). Please be aware that the minimum membership period for RawFitCo is 12 weeks.

### **Home-based or mobile outdoor training:**

Trainer fees as above, plus travel charges as follows (charged one way only, calculated from 49 Gladstone St Perth at the relevant time of day, using Google Maps):

1-20 mins = \$30

21-30 mins = \$40

> 30 mins = by quote

In addition, if a council permit is required to train in a park where Extension Fitness does not already have one, you would need to cover the relevant fee. If you wish to train outdoors, please contact us to discuss possible locations.

### **Training with a friend/spouse/partner**

We are very happy to offer two-to-one PT sessions for friends/spouses/partners. For this service, \$15 per session is added to our fees. Each person will receive a customised program and email, phone and SMS support with other training and nutrition guidance.

## **4. RESCHEDULING SESSIONS**

In order to reschedule a session, a minimum of 4 hours' notice is required. A make-up session (within 7 days of the cancelled session) will be offered, pending availability.

Less than 4 hours' notice of missing a planned session will result in forfeiting the session.

Extension Fitness reserves the right to waive the 4 hour notice period at our discretion (e.g. in the case of client sickness for an early morning training session).

No refunds are available for missed or cancelled sessions, except as per the terms of this Agreement.

### **Sick Days**

Clients on an ongoing training agreement are given four days each year (starting from date of agreement commencement) which can be used as "sick days". Clients can use a sick day to obtain a refund if they cannot attend training due to a routine illness or injury (e.g. cold and flu virus in winter). Any fees which have been charged for the session to be cancelled shall be refunded if a client elects to use a sick day.

## 5. PUBLIC HOLIDAY POLICY

Extension Fitness operates as normal on all WA public holidays, except:

- Good Friday
- Easter Monday
- Christmas Day
- Boxing Day

No training sessions will be booked for these days.

(Please Note: Extension Fitness does not offer training sessions or classes on Sundays.)

## 6. TRAINER LEAVE & ILLNESS

Extension Fitness will endeavour to give as much notice as possible of all planned trainer absences, and Direct Debit agreements will be paused for the relevant period. For short absences, your trainer may offer an alternative time for any affected sessions, but you may choose to pause your Agreement instead.

In the case of Extension Fitness needing to cancel a session due to trainer sickness or unplanned absence, your trainer will offer to reschedule the session/s. If suitable times cannot be found, or if you prefer not to reschedule, fees for the cancelled session/s will be waived/refunded in full.

## 7. PAUSING AN AGREEMENT

Although we work with clients to plan session times that will fit in with their life, we understand that things come up and life happens! It's not always possible to anticipate circumstances that might interfere with your training. This is why we have a flexible approach to pausing/suspending Ongoing Training Agreements for illnesses and injuries, or other legitimate reasons at our discretion – **including** holidays and work-related travel, time off for elective surgery and so forth.

Clients on an ongoing agreement can pause their agreement for a total of six weeks per year with the minimum pause duration being one week.

If circumstances arise that may prevent you from attending any of the training sessions listed in your Ongoing Training Agreement, please contact your trainer directly as soon as you can. In the case of injury or illness, they will be able to help you decide whether a break from training is warranted and refer you to relevant medical services as needed. If you are requesting to suspend your Ongoing Training Agreement for compassionate

or personal reasons, these can be discussed and suitable arrangements made for resuming your training.

Whatever the reason for wanting to pause your Ongoing Training Agreement, we simply ask for clear and proactive communication and for as much notice as possible. This is so that we can make cancelled session times available for other clients, and support you in maintaining as much physical activity as you reasonably can to avoid unnecessary setbacks in your training.

## 8. CANCELLING AN AGREEMENT

### a. Cooling-off period

This Agreement is subject to a 7 day cooling-off period. You may terminate the Agreement without cause or reason by providing written notice within 7 days of both parties signing the Agreement.

In this instance, fees paid for any unused services will be waived/refunded, less a \$20 administration fee.

### b. Cancelling an Ongoing Training Agreement for any reason

If you wish to cancel your Ongoing Training Agreement, in the absence of permanent illness or incapacity (see Clause 10), you must provide 48 hours written notice to Extension Fitness.

Services scheduled to occur prior to the date of cancellation taking effect ('termination date') may still be used as per the terms of the Agreement.

Full payment will be required for all training sessions stipulated in the Ongoing Training Agreement up to and including the termination date, whether or not those session are used.

Fees for training sessions due to occur after the termination date will be waived (or refunded, if already paid for).

There is no cancellation fee for cancelling an Ongoing Training Agreement.

Within 7 days of receiving written notice of cancellation of an Ongoing Training Agreement, Extension Fitness will provide written confirmation of the termination date, and the date and amount of the final direct debit payment.

### c. Cancelling an Ongoing Training Agreement due to permanent illness or incapacity



You can cancel your Training Agreement if you have a permanent illness or incapacity that stops you using the services listed therein, by:

- giving notice in writing; and
- providing a medical certificate that confirms the permanent illness or incapacity.

Your cancellation will take effect immediately, and written confirmation will be provided within 7 days.

When you cancel your Agreement due to permanent illness or incapacity, fees paid for any unused services will be waived/refunded. No termination fee or other charges will be incurred.

## 9. WHAT TO DO IF YOU HAVE A COMPLAINT

If you have any complaints about the service you receive from Extension Fitness, please tell us! We want to serve you well, and we want to hear about how we can improve.

In the first instance, please raise your concerns with your trainer face to face or over the phone. We believe this provides the best opportunity for mutual understanding. If required, your trainer will provide a summary of the discussion via email.

If you are unable to resolve your concerns verbally, you can contact us in writing by emailing [hello@extensionfitness.com.au](mailto:hello@extensionfitness.com.au). We will then:

- try to resolve the complaint as quickly as possible;
- respond to you within seven days indicating your complaint has been received; and
- place a record of the complaint on file.

If you are unable to resolve your complaint by discussing it with us, you can contact Consumer Protection for help.

See: <https://www.commerce.wa.gov.au/consumer-protection/consumer-complaint-checklist>

Extension Fitness is a member of AusActive (the peak body for the Australian Fitness Industry), and you can also contact them for help resolving complaints.

See: <https://ausactive.org.au/>