

**EXTENSION FITNESS
FIXED TERM TRAINING AGREEMENT**

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

Client Name: <Name>

Start Date of Agreement: <Date>

End Date of Agreement: <Date>

Cooling-Off period ends: <Date>

FEES

Total amount: <insert>

Payment method (highlight or underline): Up-front cash or EFT / Direct debit
instalments

If Direct Debit –

Payment amount: _____

Payment frequency: _____

Date of first payment: _____

Date of final payment: _____

Goals:

- 1.
- 2.
- 3.

Goal Assessment Methods & Metrics:

- 1.
- 2.
- 3.

Scheduled Sessions:

Date	Time	Location
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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 FIXED TERM 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 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 new clients sign up for a fixed number of sessions over a set time period. 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 a Fixed Term Training Agreement with us, that means you've had your initial free trial session and you are ready to take the next step in pursuing your health and fitness goals. Fantastic!

We are really looking forward to getting you started with your training. But first, it's so 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 a Fixed Term Training Agreement for any reason	8
c.	Cancelling a Fixed Term Training Agreement due to permanent illness or incapacity	8
9.	COVID19	9
10.	WHAT TO DO IF YOU HAVE A COMPLAINT	9

1. TIMEFRAME & TRAINING FREQUENCY

After the initial session, which is a free trial, we invite clients to work with us for a minimum of 4 sessions over a minimum of 4 weeks.

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

The dates and times of each session are listed in your Fixed Term Training Agreement, and may be changed only according to the terms stipulated in Clause 4: 'Rescheduling Sessions'.

2. PAYMENT

The total amount owing for the Fixed Term Training Agreement must be paid up-front via cash or EFT, or in weekly instalments via our direct debit provider ('GoCardless').

Training cannot commence until payment has been made in full or 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 Fixed Term Training Agreements include the provision of a fully customised program (in four-week blocks), including technique instruction videos.

Fees for personal training under a Fixed Term Training Agreement are as follows (as of Feb 2023) –

Gym-based training (@ RawFitCo private gym, 49 Gladstone St Perth):

1. Weekly 60-minute sessions: \$100 per week (minimum 4 weeks = \$400)
2. Weekly 45-minute sessions: \$75 per week (minimum 4 weeks = \$350)

These fees are all-inclusive, i.e. there are no additional charges for gym use. (Note: If you wish to use the RawFitCo gym at other times, discounted rates are available to Extension Fitness clients. The minimum RawFitCo membership period is 12 weeks. Contact us to discuss.)

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 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.

Note: Longer agreements and/or more frequent sessions are possible. Please contact us to discuss.

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.

Each session listed in your Training Agreement may be rescheduled *once only*.

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.

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 the training dates stipulated in your Fixed Term Training Agreement will be booked around these absences. As a result, it should be very rare indeed for your trainer to cancel a session.

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, or extend the Training Agreement. If suitable times cannot be found, or if you prefer not to reschedule or extend, 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 Training Agreements for short-term illnesses and injuries, or other legitimate reasons at our discretion.

If circumstances arise that may prevent you from attending any of the training sessions listed in your 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 if so whether medical certification is required. If you are requesting to suspend your 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 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 a Fixed Term Training Agreement for any reason

If you wish to cancel your Fixed Term Training Agreement before its end date, 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 Fixed Term Training Agreement up to and including the termination date, whether or not those session are used.

In addition, you will be charged a \$20 termination fee to cover admin costs. Fees for training sessions due to occur after the termination date will be waived (or refunded, if already paid for).

Within 7 days of receiving written notice of cancellation of a Fixed Term Training Agreement, Extension Fitness will provide written confirmation of the termination date, and the date and amount of the final direct debit payment including the applicable termination fee.

c. Cancelling a Fixed Term 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. 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>