

Terminator Fitness – Terms and Conditions

THIS IS AN IMPORTANT DOCUMENT - PLEASE READ CAREFULLY PRIOR TO SIGNING. If under 18, this Agreement must be read, understood, and signed by a parent or guardian

1. Introduction

- 1.1. This agreement is between you and Frank Phillip Terminelli trading as Terminator Fitness ABN 32 763 183 643 (**Terminator Fitness, us, our**) to provide personal training, bootcamp or group fitness sessions (**Sessions**) to you (**this Agreement**).
- 1.2. Your instructions to commence training will constitute acceptance of these Terms and Conditions, including all schedules or annexures, when you will become a client (referred to as a "**Client**" or "**you**"). The terms of this Agreement apply to any Sessions or any other health or fitness products or services provided to you.
- 1.3. Schedule 1 sets out the different packages and memberships which allow you to purchase Sessions and the different policies, features and fees that will apply to you depending on which package or membership you have selected.
- 1.4. Where there is any conflict or ambiguity between any of the documents constituting this Agreement, the order of precedence will be the order set out below:
 - (a) Schedules 1 and 2; then
 - (b) these Terms and Conditions.

2. Terminator Fitness obligations

- 2.1. Terminator Fitness will use reasonable care to design a program that is suitable for you.
- 2.2. Terminator Fitness will provide the coaching, supervision, advice and support to help you participate in the program designed for you during the Sessions. Each Session will include a warm-up, main workout and stretch unless otherwise arranged with Terminator Fitness.

3. Duration of packages

- 3.1. You acknowledge and agree that if you have purchased a package, all Sessions within a package must be used within the period set out in Schedule 1 and booked in accordance with the method set out in Schedule 1.
- 3.2. Terminator Fitness is not obliged to provide Sessions outside of the period set out in Schedule 1.

4. Payment of fees

- 4.1. You agree that all packages and Sessions provided by Terminator Fitness must be paid for at the time set out in Schedule 1 or as otherwise directed by us.

4.2. Terminator Fitness will be under no obligation to provide the Sessions unless they have been paid for in full and in advance via the Terminator Fitness App, website, Facebook page or other booking platform notified to you from time to time (the **Online Platform**) or your membership fees have been paid to date (if applicable).

4.3. By entering your credit or debit card details in the Online Platform or by otherwise providing them to us, you are authorising Terminator Fitness to charge to that card all fees and other charges for which you may be responsible under this Agreement. Accordingly, it is essential that you keep your card details up to date.

4.4. You are responsible for making sure that there is enough money in the bank account associated with your nominated card on the usual payment day or the next working day if that falls on a day when banks do not process payments.

4.5. Any bank fees charged to Terminator Fitness because of a rejection when Terminator Fitness attempts to collect payments from you may be charged directly to you by Terminator Fitness or by its appointed direct debit provider (**Direct Debit Provider**).

4.6. If a payment remains outstanding, you agree that Terminator Fitness (or its Direct Debit Provider) may continue to charge the nominated card for the total amount due without notice to you.

4.7. If you choose to pay fees by direct debit, then this will be through the Direct Debit Provider. The Direct Debit Provider may be Terminator Fitness (if it is authorised) or a third party provider who is not a party to this Agreement and whose only role is to provide direct debit services.

4.8. Terminator Fitness will provide you with a copy of the terms and conditions that apply to the direct debit services when you provide your payment details to us on the Online Platform. Those terms and conditions are entirely separate to this Agreement and you may have rights and obligations under those terms and conditions.

5. Fees non-refundable

You agree that fees paid to Terminator Fitness are non-refundable (whether in whole or in part) in any circumstances and including where:

- (a) you fail to attend a Session without providing notice of cancellation in accordance with this Agreement;
- (b) you fail to use all Sessions or services within a package within the period set out in Schedule 1; or
- (c) you cancel this Agreement.

6. Cancellation and re-scheduling

- 6.1. You agree to provide notice of cancellation of any Session, including cancellation where you have been placed on a waiting list for a Session, in accordance with the procedure set out in Schedule 1.
- 6.2. Where you cancel a Session with other than in accordance with the procedure set out in Schedule 1, you will forfeit that Session and it will not be rescheduled or refunded.
- 6.3. Where you provide notice in accordance with Schedule 1, we will use our best endeavours to reschedule the Session at a mutually agreed time and place, and that Session will not count towards the Sessions used in your Package (if applicable).
- 6.4. You must not attend an in-person Session if:
 - (a) you are experiencing any symptoms of COVID-19, including, but not limited to a fever, dry cough or sore throat;
 - (b) you are required by law to self-isolate or quarantine at the time of the Session; or
 - (c) attending the Session would result in you breaching any regulation or directive related to COVID-19.
- 6.5. You must not attend or participate in any Sessions if you are suffering from any contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to us or other clients or guests.
- 6.6. Clauses 6.1 to 6.3 will continue to apply in the case of an in-person Session which must be cancelled under clauses 6.4 or 6.5.
- 6.7. We reserve the right to cancel or discontinue a Session if we reasonably believe that starting or continuing the Session may be detrimental to your health, safety, comfort or physical condition.

7. Trainer cancellation or missed Session

- 7.1. In the event that Terminator Fitness needs to cancel a Session, we will contact you as soon as possible to notify you of this and reschedule the Session at a mutually agreeable time and place with no penalty to Terminator Fitness.

- 7.2. If your trainer is absent from a Session due to an unexpected emergency or for reasons beyond our control, then you will be contacted as soon as possible to reschedule the Session at a mutually agreeable time and place with no penalty to Terminator Fitness.

- 7.3. In the event of bad weather for an in-person Session, we will make every effort to find somewhere under cover to train. If this is not possible, you may elect to train outside or in your home (where reasonably possible for a one-on-one Session) or to reschedule the Session.

8. COVID-19 requirements

- 8.1. You acknowledge and agree that all Sessions booked with Terminator Fitness are subject to change due to COVID-19 related laws, regulations and orders of governmental authorities. In addition to our rights under clause 7.1, Terminator Fitness may also cancel Sessions or your participation in them due to capacity limits imposed by governmental authorities. If this occurs, will use our best endeavours to reschedule the Session at a mutually agreed time and place, and that Session will not count towards the Sessions used in your Package (if applicable)
- 8.2. In addition to your obligations under clause 6.4, you must follow all of our instructions regarding COVID-19 social distancing and hygiene measures during Sessions, including but not limited to directions regarding use of masks, hand hygiene, social distancing and capacity limits during Sessions.

9. Temporary medical conditions which prevent training

If you are diagnosed with a medical condition or injury and have been advised by your medical practitioner to discontinue personal training or exercise on a temporary basis then you may ask Terminator Fitness to freeze your package for up to 2 months upon receipt by Terminator Fitness of a medical certificate confirming your condition.

10. Punctuality

- 10.1. You must arrive five minutes prior to the scheduled commencement time of your Session, prepared for your Session dressed in comfortable workout clothing, wearing suitable training shoes and with your own water bottle, mat and towel.
- 10.2. If you arrive late for any Session, the Session will still end at the allocated time. You agree to arrive on time for all Sessions and agree and accept that in the case of a one-on-one personal training Session, we will wait for 15 minutes after the due start time, but will not be obliged to wait for any longer period.

- 10.3. You agree to telephone Terminator Fitness in the event that you are running late for a one-on-one personal training Session, and to leave a voice message or send us a text message if we are unable to immediately answer the call.
- 10.4. Terminator Fitness will use all reasonable endeavours to be available to commence your training on time and to continue uninterrupted training until the end your Session. If we arrive more than 30 minutes late for a Session you may cancel that Session without penalty.

11. Pre-exercise screening for the Sessions

- 11.1. You agree to take part in a pre-exercise screening process as directed by Terminator Fitness (**Screening Process**) which aims to identify individuals who may be at a higher risk of an adverse event during physical activity. This is in the form of a questionnaire which we may discuss with you after completion.
- 11.2. You agree to provide the information required for the Screening Process fully and accurately.
- 11.3. You acknowledge and agree that the Screening Process is not designed to provide health advice, and is not a substitute for advice from an appropriately qualified medical professional.
- 11.4. Terminator Fitness provides no warranty or representation that you will undertake Sessions safely and without risk after completion of the Screening Process.
- 11.5. If you are in any doubt about your risks of undertaking Sessions, then you must consult a qualified medical practitioner prior to taking part in Sessions.
- 11.6. You agree to disclose fully and promptly to Terminator Fitness any risks to health and safety which you or your medical advisors identify after the Screening Process has been completed.

12. Amendment of terms, additional services purchased and renewal of packages

- 12.1. You agree that Terminator Fitness may amend these terms and conditions at any time by notice in writing to you.
- 12.2. You agree that these terms and conditions (or amended terms and conditions which have been notified to you in writing) will apply to any additional services purchased or new packages booked in the future.

13. Exclusion of liability

- 13.1. You understand and agree that your participation in activities, Sessions and services offered by Terminator Fitness and use of personal training and exercise equipment are potentially hazardous activities.
- 13.2. The Australian Consumer Law (**ACL**) contained in the *Competition and Consumer Act 2010* (Cth) (**CCA**)

provides certain guarantees (**statutory guarantees**) which generally require that services supplied to you:

- (a) are rendered with due care and skill;
- (b) 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
- (c) are supplied within a reasonable time (when no time is set).

13.3. However, Terminator Fitness is entitled under the CCA to ask you to accept limitations on these statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you agree that Terminator Fitness excludes all liability to you for death or injury resulting from a failure by Terminator Fitness to comply with any statutory guarantee.

13.4. In clause 13.3, "injury" means:

- (a) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (b) the contraction, aggravation or acceleration of a disease; or
- (c) 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.

13.5. 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).

13.6. Please refer to the attached **ACL Exclusion Notice** in Schedule 2 which contains complementary information about the statutory guarantees and the limitations Terminator Fitness is allowed to place on you. These are without prejudice to the limitations contained in this clause.

13.7. 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.

13.8. 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:

- (a) negligence; or
- (b) 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 clause 13.4) in connection with or under this Agreement, but to avoid doubt Terminator Fitness does not exclude liability for its reckless conduct.

14. Your responsibility for damage

You agree to pay for any damage to any equipment caused by you or your guests through a wilful act or negligence.

15. Online Sessions

15.1. Terminator Fitness may offer to provide, and you may agree to participate in, Sessions conducted using online video conferencing software or pre-recorded on-demand video Sessions (**Online Sessions**).

15.2. If you participate in Online Sessions you agree that you are solely responsible for ensuring that the equipment and space you use is safe and appropriate for the Online Session. Terminator Fitness will not be liable for any injury, loss or damage suffered as a result of an Online Session, except as otherwise provided for in this Agreement.

15.3. You are responsible for obtaining and maintaining the data network access to access any Online Sessions. You are also responsible for updating your devices to enable access to Online Sessions and use of the Online Platform.

15.4. Your participation in Online Sessions does not limit the operation of this Agreement in any way.

16. Use of the Online Platform

16.1. Terminator Fitness may provide you with access to the Online Platform in order to book Sessions, contact us and to access Online Sessions and other content. You will be required to register for an account to use the Online Platform (**Account**).

16.2. In accessing the Online Platform, you agree that:

- (a) you will only use the Online Platform for purposes permitted by this Agreement and any applicable laws;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password or Account by any other person may result in the immediate cancellation of your membership, packages, Sessions and your Account;

(c) you will immediately notify Terminator Fitness of any unauthorised use of your password or email address or any breach of security of which you have become aware;

(d) access and use of the Online Platform is limited, non-transferable and allows for the sole use of the Online Platform and any Online Sessions or content by you for the purposes of Terminator Fitness providing the Sessions (unless your Account or membership provides for multiple users);

(e) you will not use the Online Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by Terminator Fitness;

(f) you will not use the Online Platform for any illegal and/or unauthorised use which includes collecting email addresses of other clients by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Online Platform;

(g) any automated use of the Online Platform is prohibited.

16.3. The Online Platform may enable participation in private e-community, chat threads or other social media forums. You agree that at all times when participating in such forums or when posting about Terminator Fitness on any social media platform you will:

(a) treat other clients and Terminator Fitness (and its staff and contractors) with dignity, support and respect;

(b) not display or engage in activity that facilitates illegal activity;

(c) not post, publish, distribute or display sexually explicit images or words;

(d) not promote violence; and

(e) not post, publish, distribute or display disparaging, humiliating, threatening, defamatory, harassing, abusive or discriminatory content.

16.4. Terminator Fitness reserves the right, in its absolute discretion, to remove any social media content and any information posted on the Online Platform which, in our reasonable opinion, breaches the terms of this Agreement.

16.5. Terminator Fitness does not guarantee that the Online Platform will function on any particular device and you acknowledge and agree that the Online Platform may suffer from malfunction or delays from time to time and that this is an inherent risk of such internet and electronic based systems.

17. Acknowledgements by you

- 17.1. You confirm that you have disclosed any medical or other conditions, illnesses, injuries, characteristics or health or medical concerns which might influence your capacity to take part in the Sessions or other services offered by Terminator Fitness.
- 17.2. You acknowledge that the results of any program determined by Terminator Fitness cannot be guaranteed. Your progress depends on your effort in and outside the Sessions.

18. Indemnity

You agree to indemnify Terminator Fitness, its affiliates, employees, agents, contributors, third party content providers and licensors (**those indemnified**) from and against any liability, loss, damage or expense incurred by those indemnified and arising from any breach of this Agreement, negligent or wilful acts or omissions (**Wrongful Conduct**) by you, except to the extent that any Wrongful Conduct of those indemnified caused or contributed to the relevant liability, loss, damage, or expense.

19. Intellectual property

- 19.1. Any marketing, educational or other materials, including the program designed by Terminator Fitness and any variations to that program that is made available to you will at all times remain the property of Terminator Fitness and is subject to copyright laws.
- 19.2. You undertake to use these materials only for your own personal development and not to copy, publish or reproduce any such materials without prior consent of Terminator Fitness.

20. Your privacy

- 20.1. You are responsible for telling Terminator Fitness promptly if you change your address, phone number, email, credit or debit card information for payment or if there is a change to any other personal information relevant to Terminator Fitness. This includes any matters that affect the health or safety of you or others.
- 20.2. Terminator Fitness will keep your personal information strictly private and confidential and handle it in accordance with the Terminator Fitness Privacy Policy (available at <https://terminatorfitness.com.au>).
- 20.3. By booking a Session or purchasing a package or membership you agree to receive communications via postal and electronic means from Terminator Fitness that may be relevant to you, including communications relating to programs, memberships and promotions. You can contact Terminator Fitness at any time should you wish to opt out of receiving such communications.
- 20.4. You understand and agree that we may capture and record material which identifies or features you in the

form of photographs, video and/or sound recordings (collectively, **Materials**) in some Sessions from time to time (**Recorded Sessions**). By participating in a Recorded Session, unless advised otherwise, you agree to allow Terminator Fitness to capture and use Materials in any way (including but not limited to use for internal communications, provision of on-demand Sessions to other clients, publicity, advertising and promotional material), without notice, royalties or other payment to you.

- 20.5. You acknowledge that the Materials may be published by third parties, and you will not be given the opportunity to review the Materials before they are published.

21. Termination

- 21.1. You may cancel a package and terminate this Agreement by providing notice in writing to Terminator Fitness.
- 21.2. In the event of termination under clause 21.1, no refund of fees will be payable to you.
- 21.3. In the unlikely event that Terminator Fitness is unable to continue with providing the Sessions or package for any reason, this Agreement can be terminated and you are entitled to a refund from Terminator Fitness for uncompleted Sessions.
- 21.4. You acknowledge and agree that Terminator Fitness may terminate end any Sessions and/or terminate this Agreement at any time, without refund and with immediate effect, if you:
- (a) fail to comply with our reasonable directions relating to a Session or otherwise fail to conduct yourself in a safe, appropriate manner; or
 - (b) breach any term in this Agreement.

22. Minors

- 22.1. You must be at least 12 years of age in order to participate in activities, Sessions and services offered by Terminator Fitness.
- 22.2. If you are under 18 years of age, a parent or guardian must sign and return a form acknowledging that these terms and conditions apply to the provision of services to you.

23. No waiver

A failure, delay or indulgence on the part of Terminator Fitness in exercising any powers or rights conferred upon it under this Agreement does not operate as a waiver of such power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

24. Assignment

- 24.1. You cannot assign or otherwise transfer the benefit of this Agreement and any Session, package or service offered by Terminator Fitness without the prior written consent of Terminator Fitness.
- 24.2. Terminator Fitness may transfer all or part of this Agreement to another trainer or third party without notice to you but in doing so Terminator Fitness will make sure that the new provider agrees to honour the terms in this Agreement.

25. Severability

If any term or provision of this Agreement is held to be illegal, void or unenforceable (in whole or in part) in any

jurisdiction, such term or provision or part of such term or provision will be deemed not to form part of this Agreement in that jurisdiction, but the validity and enforceability of the remainder of this Agreement in that jurisdiction and the validity and enforceability of that term or provision in any other jurisdiction will not be affected.

26. Governing Law

This Agreement is governed by and must be construed according to the law applying in the State of Victoria, Australia.

Schedule 1: Memberships and Packages

Membership/ Package	Details	Booking and Cancellation	Fees and Payment
Terminator Bootcamp 6, 12 or 20 Session Packs	<ul style="list-style-type: none"> • The Terminator Bootcamp 6, 12, & 20 Session Packs expire: <ul style="list-style-type: none"> ○ 8 weeks after activation of the pack for 6 or 12 session packs; or ○ 10 weeks for 20 session packs. • The activation date is the date of purchase. 	<ul style="list-style-type: none"> • The exact location of Sessions will be notified to you on the Online Platform at the time of booking. • All Sessions must be booked through the Online Platform. You can book up to 1 hour prior to the commencement of the Session. • Session Cancellations, including where the Session is full and you have joined a waiting list, must be made via the Online Platform, or by contacting us by phone up to 6 hours prior to the Session, without penalty. Cancellations will not be accepted via email. • No refunds, transfers, suspensions or extensions are offered on unused portions of passes due to illness, user error, injury, or any other reason, except as set out in the terms and conditions of this Agreement. 	As notified via the Online Platform at time of purchase.
Casual Bootcamp Pass	Bootcamp Sessions purchased individually.		
Terminator Challenges	The Terminator Challenges inclusions such as online/in person Sessions, daily tasks and other additional content via the Online Platform expire at the end date of the challenge. The activation date is the date that has been set by Terminator Fitness for the challenge to commence.		
Bootcamp Plus Membership	<ul style="list-style-type: none"> • This membership allows you unlimited regularly scheduled bootcamp Sessions at either Blackburn or Cranbourne but not both. The exact location of Sessions will be notified to you on the Online Platform at the time of booking. • This membership allows access to all Terminator Fitness online content including but not limited to all Live Online Bootcamps, additional workouts, and mobility guides. 	<ul style="list-style-type: none"> • All Sessions must be booked through the Online Platform. You can book up to 1 hour prior to the commencement of the Session. • Session Cancellations, including where the Session is full and you have joined a waiting list, must be made via the Online Platform, or by contacting us by phone up to 6 hour priors to the Session, without penalty. Cancellations will not be accepted via email. • No refunds, transfers, suspensions or extensions are offered on unused portions of passes due to illness, user error, injury, or any other reason, except as set out in the terms and conditions of this Agreement. • If there are 2 or more late cancels over a 2 week period, this will result in a \$10 fee per late cancel. • There is no minimum term, however you must provide 2 week's notice via email if you wish to cancel your membership and pay in full for those 2 weeks. 	<ul style="list-style-type: none"> • As notified via the Online Platform at time of purchase. • Membership fees will be charged to your credit or debit card once per week via Direct Debit. • The date of debiting will begin from your membership purchase date.

Membership/ Package	Details	Booking and Cancellation	Fees and Payment
Bootcamp Online Only Membership	<ul style="list-style-type: none"> This membership allows access to all Terminator Fitness online bootcamp content including but not limited to all Live Online Bootcamps, additional workouts, and mobility guides. Memberships may not be shared or transferred for any reason at any time. 	<ul style="list-style-type: none"> You do not need to book in for live bootcamp or group Sessions, follow the instructions in your welcome email to join. Timetable available at http://terminatorfitness.com.au There is no minimum term, however you must provide 2 week's notice via email if you wish to cancel your membership and pay in full for those 2 weeks. 	<ul style="list-style-type: none"> As notified via the Online Platform at time of purchase. Membership fees will be charged to your credit or debit card once per week via Direct Debit. The date of debiting will begin from your membership purchase date.
Yoga and Stretch Online Only Membership	<ul style="list-style-type: none"> This membership allows access to all Terminator Fitness online yoga and stretch content including but not limited to all live and recorded yoga and stretch Sessions, additional workouts, and mobility guides. Memberships may not be shared or transferred for any reason at any time. 		
Bootcamp, Yoga and Stretch Online Only Membership	<ul style="list-style-type: none"> This membership allows access to all Terminator Fitness online content including but not limited to all Live Online Bootcamps, additional workouts, and mobility guides. Memberships may not be shared or transferred for any reason at any time. 		
One on One Personal Training (In-person or Online)	One on One Personal Training to be conducted at mutually agreed locations at the time of booking.	<ul style="list-style-type: none"> Bookings can be made through the Online Platform, email or telephone or as otherwise notified by us. Cancellations must be made by phone or text message at least 24 hours prior to the Session, without penalty. Cancellations will not be accepted via email. 	<ul style="list-style-type: none"> As notified via the Online Platform or otherwise by us at the time of purchase. The notified rate for Personal Training must be paid at least 24 hours prior to the Session via bank transfer or by Direct Debit.

Membership/ Package	Details	Booking and Cancellation	Fees and Payment
Free Trial Membership	Access to Sessions and online content depending on the free trial you select. If you participate in in-person Sessions, the exact location will be notified to you at the time of booking.	<ul style="list-style-type: none"> • If you are entitled to in-person Sessions, you must book these through email or telephone, unless otherwise notified by us. • Session Cancellations, including where the Session is full and you have joined a waiting list, must be made via the Online Platform, or by contacting us by phone up to 6 hours prior to the Session. Cancellations will not be accepted via email. • No transfers, suspensions or extensions are offered on unused portions of trial memberships or passes due to illness, user error, injury, or any other reason, except as set out in the terms and conditions of this Agreement. 	Fees to be charged if you select a package or membership after the end of the Free Trial Membership.
Corporate Memberships and Packages	Access to Sessions and online content depending on the package provided by your employer and notified to you. If you are participating in in-person Sessions, the exact location will be notified to you at the time of booking.	Bookings and cancellations to be made with your employer.	No fees are payable by you.

Schedule 2: ACL Exclusion Notice

Regulation 6

Schedule 3 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic)

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that recreational services it supplies to you –

- are rendered with due care and skill; and
- 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.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* (**ACL Victoria**), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ACL Victoria if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3) (b) of the ACL Victoria.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Frank Phillip Terminelli trading as Terminator Fitness ABN 32 763 183 643 (**the Supplier**) 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:

Name and address of

Client:

Schedule 3: Consent Form

Privacy Collection Notice

Your personal information including photographs, video and sound recordings which identify you (**Personal Information**) will, with your consent, be captured by Frank Phillip Terminelli trading as Terminator Fitness ABN 32 763 183 643 (**Terminator Fitness**) as a result of your participation and attendance in Sessions provided by Terminator Fitness.

The Personal Information you provide directly to Terminator Fitness will be used to provide on-demand video Sessions to you and other clients, for internal training purposes, and to create publicity, advertising and promotional material.

Terminator Fitness may use this Personal Information in various forms of communication (including for example website channels, promotional videos and photographs, and social media). Terminator Fitness will not otherwise use or disclose your Personal Information, unless you have given consent, or Terminator Fitness is authorised or required to do so by law. The Terminator Fitness Privacy Policy describes when this might occur. For more information about how Terminator Fitness handles your Personal Information, how you can request to access, correct or update the Personal Information that Terminator Fitness holds about you, and who to contact if you have a privacy enquiry or complaint, please see the Terminator Fitness Privacy Policy.

You may elect not to provide your consent to any or all of the uses or disclosures of your Personal Information proposed in this form.

Consent to use and disclosure of Personal Information

You understand and agree that Terminator Fitness may capture and record material which identifies or features you in the form of photographs, video and/or sound recordings (collectively, **Materials**) in some Sessions from time to time (**Recorded Sessions**). By participating in a Recorded Session, unless advised otherwise, you agree to allow Terminator Fitness to capture and use Materials in any way (including but not limited to use for internal communications, provision of on-demand Sessions to other clients, publicity, advertising and promotional material), without notice, royalties or other payment to you.

You acknowledge that the Materials may be published by third parties, and you will not be given the opportunity to review the Materials before they are published.

If under 18, this consent must be read, understood, and signed by a parent or guardian

Signature: Date:

Name and address of Client
(and parent/guardian if

Client is under 18):