

BEACHVIEW

P I L A T E S

Terms & Conditions

As a member of Maroubra Seals Sports and Community Club Ltd you are entitled during the membership term to attend scheduled sessions. Membership at the studio is conditional upon the member agreeing to all of the terms and conditions set out below and also any amendments in the future. By electronically signing the application form the Member agrees to be bound by these terms and conditions outlined. Please read carefully before signing. If you need anything clarified please ask one of our team members and they will be happy to help you.

General Studio Rules

- All members must ensure that they are members of the Maroubra Seals Sports and Community Club Ltd before joining and purchasing a membership.
- All members must be 18 years of age
- All members must ensure that Pilates grip socks are worn at all classes.

Release and Indemnity

You indemnify Maroubra Seals Sports and Community Club Ltd, its directors, officers, employees, members, contractors, representatives and assigns against all losses if incurred; and all liabilities if incurred; and all costs actually payable by Maroubra Seals Club, its directors, officers, employees, members, contractors, representatives and assigns to its own legal representatives (whether or not under a costs agreement) and other expenses incurred in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with your express or implied obligations under this membership agreement. You release Maroubra Seals Sports and Community Club Ltd, its directors, officers, employees, members, contractors, representatives and assigns for or by reason or in respect of any breach or alleged breach of its obligations under this membership agreement any professional liability, negligence or general liability. Maroubra Seals Sports and Community Club Ltd reserves the right to alter, suspend or cancel opening hours, class times, facilities, equipment, pricing or any of their products or services offered or provided at their sole discretion and without notice.

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Should you be aware of any health concerns, injuries or pregnancy you will advise the class instructor prior to the class commencement. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer or instructor

from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the trainer or instructor for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

Cancellation Policy

If you need to change or alter a class booking, login to our App before the Cancellation Period to cancel or change your class. We require 2 hours' notice for cancellation of any scheduled/booked class. That is, if your class is booked for 7am on Tuesday, Cancellation will be required no later than 5am on Tuesday. In the event that you have not provided cancellation notice within that period, no refund will be provided for a booked class. We have a cancellation policy to allow us to provide an opportunity for other people to be able to make an appropriate booking with reasonable notice and in the event of a cancellation, provide adequate time for another person to consider taking that place.

If 2 hours is not given a "no show" session is marked and not refunded. A strike system also exists for no show sessions for those on a Pilates membership. A maximum of four strikes will be allowed before a fine of \$50 will be issued and all current strikes reset. strikes will not be issued for classes purchased with credit packs.

Trainers and classes are subject to change without notice. Maroubra Seals Sports and Community Club Ltd reserves the right to cancel classes if necessary.

Membership Terms and Payments

The Member agrees to pay all fees payable under your membership agreement and any other fees for products or services you agree to purchase from time to time. The Member must comply with all rules and regulations of the club at all times. The Member must advise the club immediately if during the term of your membership you believe that there is a risk to your health by participating in any of the activities offered under your membership. The Member is responsible in ensuring all monies payable to Maroubra Seals Club are available from the nominated bank account on the scheduled direct debt payment day.

Trial Package: The Beachview Pilates trial offer is only available to brand new members. Members can only purchase this Introductory offer once at a cost of \$50. The Introductory Offer is non-refundable nor transferable and will activate from the date of first booking for a period of two weeks.

Weekly Membership: Weekly Direct Debits are valid for 1 week (7 days) and are activated on your chosen direct debit start date, automatically renewing every week. Weekly Direct Debits are non-refundable and are not transferable between individuals and CANNOT be extended. Payment will be automatically deducted from your nominated credit card each week (on your chosen day). class bookings through the use of a membership will entitle you to book during your current booking cycle and the following booking cycle. for example, if your booking cycle is scheduled to start on the 1st of January, you may book for your current booking cycle (1st January - 7th January) and the following booking cycle (8th January - 14th January).

Failed Payments: The Member acknowledges that if a Direct Debit Payment fails or defaults this will result in a default fee which will be automatically deducted from the Members nominated bank account on the next scheduled direct debit payment day.

Periodic Debits: If your membership is paid by periodic debits, this is an ongoing contract, which will continue in force until terminated by you or the studio in accordance with these Terms and

Conditions. Where automatic debit arrangements are in place, fees will continue to be debited until completing an email with cancellation request to "fitness@maroubraseals.com.au". This will then commence the process of terminating this contract. As a member you are responsible to follow up email if after 7 days if you have had no response to action request from Maroubra Seals Club.

Protecting your privacy

Some information may be given to financial institutions involved in the event of a dispute or to verify that Maroubra Seals Sports and Community Club Ltd. has received a DDR from the account holder(s). Maroubra Seals Sports and Community Club Ltd may be required to disclose information about you that we have collected as part of your Direct Debit Request where it is specifically required or permitted by law, and for the purpose of this agreement (including disclosing information in connection with any query or claim).

CCTV Cameras and Surveillance

We undertake an ongoing video recording at Maroubra Seals Sports and Community Club Ltd for the purpose of ensuring security via CCTV cameras. Video recordings can be accessed only by authorised staff. Video recordings of a specific incident may be released to the NSW Police Service only under the terms of this policy or subject to the execution of a search warrant or other legal process and only with the approval of Maroubra Seals Sports and Community Club Ltd. Company Secretary.

Minimum Age

Membership and use of Beachview Pilates studio is limited to members who are at least 18 years of age.

Personal Belongings

Maroubra Seals Sports and Community Club takes no responsibility for your personal belongings. You are responsible for your own belongings whilst on club premises; this includes the car park and its surroundings. The club provides personal lockers for members use should they be required.

Coronavirus/COVID-19.

As a member of Maroubra Seals Sports and Community Club Ltd you acknowledge the contagious nature of the Coronavirus/COVID-19 and many other public health authorities still recommend practicing social distancing. You further acknowledge that Maroubra Seals Sports and Community Club has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

You further acknowledge that Maroubra Seals Sports and Community Club Ltd cannot guarantee that you will not become infected with the Coronavirus/Covid-19. You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, studio staff, and other studio clients and their families.

You voluntarily seek services provided by Maroubra Seals Sports and Community Club and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. You acknowledge that you must comply with all set procedures to reduce the spread while attending my session.

You attest that you will only attend classes if:

* You are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

- * You have not travelled internationally within the last 14 days.
- * You have not travelled to a highly impacted area within Australia in the last 14 days.
- * You do not believe you have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- * You have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- * You am following all recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.