

Welcome to The People's Gym. To ensure that The People's Gym is able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this membership agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

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<b>Member (You)</b>	<b>Details</b>	<i>Name:</i>	<i>Relationship:</i>
		<i>Email:</i>	<i>Mobile:</i>
		<i>Address:</i>	

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<b>Membership Type</b>	<b>Service Fee</b>
<input type="checkbox"/> <b>Online (The Peoples Coach)</b> <i>Unlimited access to our online sessions and training programs</i>	\$40 per fortnight
<input type="checkbox"/> <b>Group Training (HQ)</b> <i>Small group training sessions in the Club, unlimited as to how many scheduled sessions you can attend (sessions must be booked in advance)</i>	\$200 per fortnight
<input type="checkbox"/> <b>Personal Training</b>  <i>One on one training sessions with our qualified trainers (sessions must be booked in advance)</i>	<b>\$750</b> per pack of 10 sessions, <b>\$400</b> per pack of 5. <b>\$255</b> per pack of 3

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<b>Next of Kin</b>	<i>Name:</i>	<i>Relationship:</i>
	<i>Email:</i>	<i>Mobile:</i>
	<i>Address:</i>	

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## 1. INTRODUCTION

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By signing the agreement you acknowledge and agree:

- (a) you have been given a copy of this agreement and agree to abide by your obligations in it;
- (b) you are medically sound to undertake a normal course of exercise, you use the club facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health; and
- (c) this agreement also relates to your direct debit from your nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement. These terms and conditions are set out in this agreement and can also be accessed on The People's Gym's website (<https://www.thepeoplesgym.net.au/>).

## 2. DEFINITIONS

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In this Agreement unless the contrary intention appears:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes that party's legal personal representative heirs and assigns.

"Covid19 Vaccination Privacy Collection Statement"	Means the Covid19 Vaccination Privacy Collection Statement at Annexure B,
"Club"	refers to any The People's Gym Health Club your membership entitles you to visit.
"Conditions of Entry"	Mean the conditions of entry specified in clause 6 or as amended by notice.
"Functional Training Zone"	means the onsite gym training area containing training equipment of the Club.
"The People's Gym"	means Samuel Geoffrey Dennis ABN 84 405 517 592 trading as "The People's Gym"
"You" and "Member"	refers to the name in which the membership account has been created, which at times may differ to the party paying for the membership, and includes the parent or guardian of the Member if the Member is under 18 years.
"Minimum Term"	means a 3-month term.
"Personal Trainer"	means a personal trainer employed by the People's Gym to provide training via the online platform or in person.
"Service"	means the provision of training and exercise regimes and group fitness through an online platform or in person at the Club.
"Website"	means The People's Gym website at <a href="https://www.thepeoplesgym.net.au/">https://www.thepeoplesgym.net.au/</a> or such other website as notified to Members from time to time.

### 3. PAYMENT

- (a) Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:
  - (i) Electronic funds transfer ('EFT') into our nominated bank account; or
  - (ii) Credit Card Payment ('Credit Card').
- (b) For Online and Group Training members, the Services Fee is payable fortnightly in advance of the Services. If the Services Fee is not paid prior to the start of each fortnightly billing period, The People's Gym reserves the right to withdraw access to the Services until such time that the Services Fee has been paid in full.
- (c) For Group Training, we reserve the right to charge a \$30 fee if you book a session and do not attend without cancelling at least 1 hour before the session. We use this as a disincentive for no-shows, as it frees up the session availability for other members.

- (d) For Personal Training, members can book in personal training on an ad hoc basis paid upfront. Members have up to 12 months to use their Personal Training package credits. Personal training credits are non-refundable (except at our discretion).
- (e) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- (f) All prices are in Australian Dollars (AUD) and are inclusive of GST.

#### **4. MEMBERSHIP QUERIES**

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All queries and comments about the services provided under this Agreement should be directed to the Club via its contact details listed on the website or towards [admin@thepeoplesgym.net.au](mailto:admin@thepeoplesgym.net.au)

#### **5. CLUB ACCESS**

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- (a) All members visiting the Club must comply with the relevant health directives contained in the Covid19 Vaccination Privacy Collection Statement.
- (b) Entry to the Club may be refused as a result of unpaid or outstanding membership fees as detailed in this agreement.
- (c) Entry at our Club is for members holding a Group Training or Personal Training membership type.

#### **6. GENERAL CONDITIONS OF ENTRY**

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To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions.

Failure to abide by these conditions may result in the suspension or termination of your membership:

- (a) ENTRY: Entry will be refused or you may be requested to leave the Club if:
  - (i) you are using abusive or threatening language or behaving in a threatening way; or
  - (ii) you are under the influence of drugs or alcohol; or
  - (iii) you instruct other members when The People's Gym has not authorised you to do so; or
  - (iv) you behave in another way that is considered by The People's Gym to be risky or seriously inappropriate.
- (b) NON-SMOKING: The People's Gym are non-smoking facilities.  
  
DRESS CODE: Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.
- (c) TOWELS: You are required to use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. You may be requested to cease training if you do not use a towel. Where available, you can purchase a towel from reception.
- (d) ILLEGAL ACTIVITIES: No illegal activities are permitted in the club, including but not limited to the use or sale of steroids or performance enhancing drugs.

- (e) CHILDREN: Minors under the age of 18 years may be eligible for a membership subject to The People's Gym's Age Policy (included at Annexure 3, as updated and displayed on the website from time to time).
- (f) PERSONAL TRAINING: Please note only authorised The People's Gym registered Personal Trainers are permitted to train members in The People's Gym clubs. Conducting personal training within a The People's Gym club without being an approved Personal Trainer may result in the cancellation of your membership.
- (g) PHOTOGRAPHY: There is to be no filming or photography in the bathroom or changing rooms. Any member wishing to film or photograph within the Club must request the consent of other members who are present.
- (h) ALLOWING US TO USE YOUR IMAGE: We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

## **7. USE OF EQUIPMENT**

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- (a) For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- (b) If you are not sure of correct use or operation of equipment please seek assistance from a The People's Gym team member.
- (c) Where Functional Training Zones are available please seek assistance from a Personal Trainer if you are unfamiliar with the equipment or its safe and appropriate use.
- (d) You are required to return equipment to their original state when you have finished, including:
  - (i) return weights and bars to their rack; and
  - (ii) unload plates from machines and bars;
- (e) As a courtesy to other members, please use a clean towel when using equipment and keep phone calls to a minimum.

## **8. LOCKERS, VALUABLES AND LOST PROPERTY**

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- (a) The People's Gym employees or contractors are not responsible for any loss of, or damage to, personal property from the Club or a locker, and
- (b) The People's Gym recommends that you keep all valuables with you while using the club.
- (c) The People's Gym is unable to look after your personal possessions (keys and wallets for example) whilst you are in the Club.
- (d) Bags are not permitted on the gym floor for safety reasons.
- (e) Personal items are not permitted to be stored in lockers overnight, and lockers are cleared daily. Any items remaining in lockers or handed into Reception will be held for two weeks and then donated to charity.

## **9. MEMBERSHIP FEE INCREASE**

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The People's Gym reserves the right to increase membership fees once within each 6-month period (but not within the Initial Term) by no more than 5% by providing 30 days' notice.

## **10. MEMBERSHIP ENTITLEMENTS**

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- (a) Online Membership at The People's Gym entitles you to work out as many times as you wish in each period, using the online portal.
- (b) Group Training membership entitles you to attend as many pre-booked scheduled training sessions per week as desired.
- (c) Personal Training is to be booked in with the trainers on an Ad Hoc basis as required;
- (d) Additional fees may apply for specific group fitness programs or challenges. Please refer to The People's Gym's website for more information in relation to these additional offerings.
- (e) The People's Gym reserves the right to make changes to:
  - (i) exercise equipment supplied in any of its Clubs at any time; or
  - (ii) the Service timetable at any time (i.e. alter class type, times and instructors).

## **11. MEMBERSHIP OBLIGATIONS**

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Membership at The People's Gym requires you to:

- (a) Advise The People's Gym of any changes to your contact details.
- (b) Comply with all Conditions of Entry and the guidelines in this agreement.
- (c) Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- (d) Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.
- (e) Cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

## **12. OVERDUE FEES & REVOCATION OF MEMBERSHIP ENTITLEMENTS**

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- (a) All entitlements and entry into any The People's Gym Health Club is revoked if a member's account is in arrears in excess of \$50.00.
- (b) If your automatic direct debit reverses or is returned to us by your financial institution the following process will apply:
  - (i) The People's Gym will attempt to contact you about retrying the debit.
  - (ii) If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal along with any late fees that apply.
  - (iii) If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Club or to use of Online services (depending on your type of Membership).
  - (iv) If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.
- (c) The People's Gym reserves the right to vary the process set out in this clause 12 by providing you with one month advance written notice of any changes.

### 13. CANCELLATION / TERMINATION

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A cancellation request should be provided to your club as follows:

- (a) During Cooling Off Period:
  - (i) Your membership is subject to seven (7) business days cooling off period.
  - (ii) The cooling off period applies to new memberships only and does not apply to membership transfers or renewals.
  - (iii) The cooling off period starts from the date the agreement is entered into (the date the agreement is signed) and ends at close of seven (7) business days later.
  - (iv) Your membership can be cancelled during the cooling off period by contacting the Club via the club contact details as listed on the website.
  - (v) All monies paid will be refunded with the exception of an administration fee (charged at our discretion) of \$99 which shall be payable by you if your The People's Gym membership card or any other merchandise you received on joining are not returned within 7 days of termination of this agreement.
- (b) Permanent Sickness or Physical Incapacity:

The People's Gym requires a medical certificate stating that you cannot utilise any fitness services or facilities because of your permanent illness or physical incapacity.
- (c) Cancellation for any other reason (within Minimum Term):
  - (i) You may terminate your membership agreement before the expiry of the Minimum Term if all instalments and fees due up to the date of termination are paid.
- (d) Cancellations after completion of Minimum Term:
  - (i) The People's Gym requires you to contact us by email or the website advising of your cancellation request.
  - (ii) There will be a period of notice of 14 days (or in SA - the specified supply period), unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full.
  - (iii) The notice period will exclude suspension or payment break time applied to your membership.
  - (iv) Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by The People's Gym.
  - (v) You shall not consider that your membership agreement has been terminated until such time as this is confirmed in writing to you by The People's Gym (not more than 14 days after the termination date).
- (e) Ongoing Membership Agreements:
  - (i) You acknowledge that unless you provide notice of termination of your membership prior to the end of the Minimum Term your membership fees will

continue to be due and payable until you give The People's Gym 14 days' notice of your intent to end your membership.

(f) Termination by The People's Gym

The People's Gym reserves the right to terminate this membership agreement in any of the following circumstances:

- (i) You fail to abide by any of the criteria listed in the Conditions of Entry (posted in your Club) or the obligations listed in this agreement; or
- (ii) If The People's Gym reasonably believes that you have engaged in inappropriate conduct; or
- (iii) The temporary or permanent closure of the club where a suitable replacement club is not available for the membership to transfer; or
- (iv) To protect the health and safety of you or other members.
- (v) In the event of closure due to health directives, such as Government mandated shutdowns:
  - A. for Online memberships, no change to your membership will occur;
  - B. for Group Training Memberships, you may:
    - I freeze your membership in accordance with Clause 17;
    - II terminate your Contract in accordance with clause 13; or
    - III contact us to transfer to an Online membership.

If we do not hear from you, we reserve the right to transfer you to an online membership for the duration of the mandated shutdown, and payments will continue as usual.

(g) Cancellation of Personal Training session

- A. If the session is cancelled within 24hrs of the scheduled session clients/members will still be liable for the full charge of the session
  - I In cases of extenuating circumstances this may be waived by The Peoples Gym
- B. If the session is cancelled outside of the 24hr period before the scheduled session time, there will be no charge and the session can be re-organised between the coach & client.

## **14. DAMAGE & PERSONAL INJURY**

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To the extent permitted by law, The People's Gym excludes any liability to the Member in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with this Membership

Agreement and/or the Services provided by The People's Gym, and/or any act or omission of The People's Gym.

## **15. LIMITATION OF LIABILITY**

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- (a) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of The People's Gym make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of The People's Gym) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
  - (iii) costs incurred as a result of you using the Website, the Services or any of the products of The People's Gym; and
  - (iv) the Services or operation in respect to links which are provided for your convenience.
- (b) The People's Gym's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (c) You expressly understand and agree that The People's Gym, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (d) You agree to indemnify The People's Gym, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
  - (ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - (iii) any breach of the Terms.

## **16. SAFETY, MAINTENANCE & SERVICE DEMAND**

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From time to time The People's Gym may be required to make changes to the operation of the premises, these may include:

- (a) Changing the operating hours to suit demand.
- (b) Changing the availability of facilities or services within the Club.



- (c) Closing off part of the premises or equipment for maintenance or safety reasons.
- (d) Changing the Conditions of Entry.

Where this occurs The People's Gym will provide reasonable notice on the Club notice boards, at reception, The People's Gym website, via member communication channels or social media accounts.

## **17. MEMBERSHIP FREEZE**

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- (a) A membership freeze (suspension of payments) may be possible under the terms of your Membership Agreement. Payments may be frozen for a minimum of 2 weeks at a time for whatever reason so long as the total time frozen within 12 months does not exceed 4 weeks. The period of any membership freeze will be added to its Minimum Term so that the sum of the instalments payable for the Minimum Term shall remain the same regardless of any membership freeze.
- (b) If your membership is frozen, your club access and other membership entitlements are also frozen until such time as you remove your membership freeze.

## **18. PAYMENTS BY DIRECT DEBIT**

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If paying by Direct Debit the Member agrees to pay the instalment amount at the agreed payment frequency until this Agreement is terminated in accordance with clause 13.

## **19. PRIVACY**

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- (a) Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by The People's Gym in accordance with the provision of our Privacy Statement.
- (b) The People's Gym's Privacy Statement can be obtained from its website [www.ThePeople'sGym.com.au](http://www.ThePeople'sGym.com.au).

## **20. DEBT COLLECTION AGENCIES**

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If paying by Direct Debit, upon default by you in regard to any obligation under this Agreement and failure to remedy the default after notification:

- (a) you authorise us to notify any debt collection agency of the default;
- (b) we may, at our sole discretion, terminate the membership agreement at which time the full outstanding balance for the remainder of the Minimum Term or payments (including any current arrears) shall be due in full; and
- (c) you authorise us add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being our expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

## **21. ENTIRE AGREEMENT**

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This Agreement and its Annexures and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and arrangement (express and implied) between the Member and The People's Gym relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

## **22. CONSUMER LAW**

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- (a) Nothing in this Agreement limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) These Terms do not exclude any rights or remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified.
- (c) Subject to this clause, and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Agreement are excluded; and
  - (ii) The People's Gym will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or this Agreement (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

## Annexure A STATE SPECIFIC CLAUSES

### SOUTH AUSTRALIA

- (d) The following definitions and terms apply to South Australian Memberships only:
  - (i) If Periodic Agreement: the membership will continue until terminated by you or by The People's Gym.
  - (ii) If Fixed Term Agreement: the membership is for a fixed term only and if further membership periods are required a new agreement will be required.
  - (iii) Supply Period: the supply period for supply of goods and services is a minimum of 2 weeks.
  - (iv) Please cancel any direct debit authorisation for payments under this agreement for:
    - A. Periodic Agreement: upon termination of the agreement; or
    - B. Fixed Term Agreement: either at the end of the fixed term or on earlier termination.
  - (v) Clause 10(b) relating to Free Time shall be read as follows:
- (e) For South Australian members, if your membership entitles you to Free Time, you will not be charged membership fees and the Free Time shall be included in your membership term, such term not to exceed 12 months in total.

### VICTORIA

- (a) Clause 14: Warning under the Fair Trading Act 1999
  - (i) If you participate in these activities your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.
  - (ii) NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.
  - (iii) Under the provisions of the Fair Trading Act 1999 several conditions are implied into Membership Agreements for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are
    - A. \*rendered with due care and skill; and
    - B. \*as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
    - C. \*reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

- (iv) Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.
- (v) 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.
- (vi) "Gross negligence" is defined in the Fair Trading Recreational Services) Regulations 2004.

# Annexure B COVID-19 Vaccination Status Privacy Collection Statement

## 1. THIS COLLECTION STATEMENT

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This COVID-19 Vaccination Status Privacy Collection Statement (Collection Statement) explains how we collect and keep your vaccination status information. We do these things to comply with Public Health Orders made in each state (PHOs). Unless otherwise required or authorised by law (e.g. a PHO), we have decided to minimise the sensitive information related to evidencing your vaccination status that we collect and keep.

This Collection Statement is additional to and should be read together with our Privacy Policy, which you can access at <https://www.thepeoplesgym.net.au/privacypolicy/>. By providing us with the required evidence of your vaccination status, as described below, you consent to us collecting, using and disclosing that sensitive information in accordance with this Collection Statement.

## 2. DO I NEED TO PROVIDE PROOF THAT I'VE BEEN VACCINATED?

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You will need to provide proof of vaccination or exemption if this is required under the PHO applicable in your State. In addition to complying with the PHOs, the health and safety of our members and staff remains our top priority. We appreciate your cooperation in providing any of the evidence noted below to confirm your vaccination status if this is required in your State. You can provide evidence of your vaccination status in the form of:

- a copy of your COVID-19 Digital Certificate;
- a copy of your immunisation history statement; or
- proof of vaccination from a medical practitioner.

## 3. WHAT IF I HAVE A MEDICAL EXEMPTION?

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If you have a medical exemption that precludes you from being vaccinated and proof of vaccination status is required in your State, you can provide a copy of this exemption.

## 4. HOW DO I PROVIDE PROOF OF MY VACCINATION STATUS?

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If proof of vaccination status is required in your State, you can provide your COVID19 Digital Certificate (or any of the evidence above). If proof of vaccination is required in your State, your membership will not be effective until proof of vaccination has been received and recorded in our system.

Please bring evidence of your vaccination status with you on your first visit to the gym and show it to our reception staff who can verify it and record that your vaccination status has been verified.

## 5. WHAT HAPPENS ONCE I'VE PROVIDED PROOF OF MY VACCINATION STATUS?

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Once you have uploaded evidence that you are fully vaccinated to the member portal (or shown it to our reception staff) our staff will verify it.

Once your evidence is verified your member profile on our database will be updated to indicate that your vaccination status has been verified, your membership card will allow you to access the gym and we will delete any evidence you uploaded to the member portal.

Your documentary evidence will only be:

- viewed by staff who have a specific need to access it to do their job; and
- used for the sole purpose of verifying your vaccination status in relation to your access to and use of our gyms.

**6. WILL THE PEOPLE'S GYM EVER SHARE MY VACCINATION STATUS WITH ANYONE?**

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Other than as specified in this Collection Statement we will not disclose your evidence or vaccination status information to any third party unless required or authorised to do so by law or a court or tribunal order. However, we may share your information with relevant regulatory bodies if they wish to check our compliance with the PHOs so they can do so.

We will take reasonable steps to secure this information from unauthorised access, use or disclosure and from loss.

**7. I HAVE QUESTIONS**

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If you have any questions about this statement, please contact The People's Gym.

# Annexure C      The People's Gym Age Policy

For safety and security reasons you must be at least 18 years old to use the Services.

However, if you are between 14 and 18 years of age, and both you and your parent or guardian agree to the following Special Conditions, you may register. Your account may be immediately cancelled if you break one of the below Special Conditions.

## **SPECIAL CONDITIONS**

### **1. GENERAL CONDITIONS FOR MINORS**

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All minors (members between the age of 14 and 18 years old) must abide by the following conditions:

- (a) the minor must attend a safety induction in order to be granted access to the club;
- (b) the minor must comply with all safety requirements of the club as communicated to the member from time to time;
- (c) the minor's membership may be cancelled for any inappropriate behaviour, misuse of equipment or failure to comply with safety requirements;
- (d) the minor must comply with the applicable sections of the Age Policy available in club and on the website;
- (e) all minors must leave the club immediately once staffed hours have ended; and
- (f) all minors can only access the club during staffed hours. No exceptions will be granted.

### **1. AGE REQUIREMENT FOR GYM BASED SERVICES (GROUP TRAINING AND PERSONAL TRAINING)**

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#### **1.1 Minimum Age**

- (a) You must be at least 14 years old to become a member.
- (b) If you are under 18 years of age, you must have authorisation from a parent or legal guardian to become a member.
- (c) Your Membership Contract and a Pre Exercise Health Screen form must be signed by a parent or legal guardian.

#### **1.2 Children Under 16 years of age**

Children under the age of 16 years may only participate in Group Training once an initial resistance training program has been developed and supervised by a qualified member of staff.

### **2. AGE REQUIREMENT FOR ONLINE SERVICES**

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#### **2.1 Minimum Age**

- (a) You must be at least 14 years old to use the Online Services.
- (b) If you are under 18 years of age, you must have authorisation from a parent or legal guardian to become a member.
- (c) Your Membership Contract and a Pre Exercise Health Screen form must be signed by a parent or legal guardian.