

## **NURTURED FITNESS ENROLMENT TERMS & CONDITIONS**

Thank you for choosing Nurtured Fitness. We appreciate the opportunity to help you achieve your fitness goals with your family. Please read through the important information below regarding your participation in the program.

### **DEFINITIONS**

Throughout this document, there are some words which have the following particular meanings:

**Children** means the children named in these Terms and Conditions, Nurtured fitness booking form or minors under your care whilst participating in Nurtured Fitness Programs.

**Class/es** means the group fitness classes facilitated by Nurtured Fitness as part of the Nurtured Fitness Program, including but not limited to:

1. B.A.M - Bubs & Mums fitness;
2. Family Circuit;
3. Pilates;
4. Yoga;
5. Pre/post-natal fitness;
6. Live Online Training;
7. Recording Online Workouts;

The times and days that the Classes are offered by Nurtured Fitness are scheduled to be aligned with Queensland school terms but are subject to change at the sole and absolute discretion of Nurtured Fitness.

**Instructor** means any instructor that at any time has the conduct of a/the group fitness Class/es facilitated by Nurtured Fitness, including any person that is engaged by Nurtured Fitness as an employee or contractor to conduct the group fitness Class/es.

**Nurtured Fitness** means Philippa Anne Bowman trading as Nurtured Fitness ABN 12 529 643 219 and includes the Instructors.

**Nurtured Fitness Program** means the schedule of Classes facilitated by Nurtured Fitness and recorded workouts clients can access anytime.

**Studio** means Turning Pointe Dance Studios or such other studio or other location at which the Nurtured Fitness Programs are conducted from time to time

**Term** means the duration of time of which Nurtured Fitness Program is offered. The Term duration will be set by Nurtured Fitness and notified to clients prior to the commencement of the Nurtured Fitness Program scheduled for the relevant Term.

**You** means the person signing these Terms and Conditions, and is also referred to as the **Client** throughout these Terms and Conditions.

### **HEALTH**

Postnatal clients:

You must get the 'all clear' to exercise from Your GP/OB/MW prior to participating in any of the Nurtured Fitness Programs. There is a minimum 6 week wait after a vaginal birth & 10-12 weeks following complications or cesarean section birth. You must disclose all medical or physical conditions relevant to the Nurtured Fitness Program to the Instructor (for Yourself & child/ren) and notify the Instructor of any changes during the Nurtured Fitness Program.

Prenatal clients:

You must receive the 'all clear' to exercise from Your GP/OB/MW prior to starting or continuing in the Nurtured Fitness Program.

In most cases the 'verbal all clear' from Your health care provider is sufficient, but in specific cases written consent may be required.

## **CLASSES**

### **Make-up Classes:**

Registration Basis & Make-up Classes

#### 1. Casual Class:

There are no make-up Classes offered for this registration basis.

#### 2. One Class Per Week:

Make-up Classes will only be granted where a **minimum of 2 hours' notice of absence** is given to Nurtured Fitness via the App. Missed Classes with no notice, late notice or no show are considered a forfeit of Your Class. Unused classes are not transferable or refundable if not used before the expiry date. A five class pass is valid for 5 consecutive weeks only.

#### 3. Unlimited Classes:

There are no make-up Classes offered for this registration basis.

No make-up Classes will be offered for Classes that need to be cancelled by Nurtured Fitness due to natural disasters, internet failure or power outages.

### **Class timetable:**

All Classes, Class times, location and Instructors are subject to change without notice.

### **Baby Carriers:**

All baby carriers must be approved by the Instructor prior to participating in any Class. The Instructor reserves the right to refuse participation for any carrier deemed unsuitable for the Class. Clients are responsible for making sure they are using their carriers as per manufacturers instructions. Children must always be 'parent facing/inward facing' during Nurtured Fitness Programs.

### **Supervision of Children:**

Clients are responsible for the supervision & wellbeing of their Children at all times whilst participating in Nurtured Fitness Programs. You acknowledge that you if your child or children in your care engage in Nurtured Fitness Programs, they are under your sole supervision and there is no liability to the trainer, Nurtured Fitness, its contractors/employee's or studio if there is an injury sustained.

**Facilities:**

You must respect the Studio's rules/belongings and leave everything in a tidy manner.

**Online Programs:**

If the client is engaged in online training, they acknowledge that you are not being monitored by any trainer and that there is no liability to the trainer, Nurtured Fitness, its contractors/employees or studio if there is an injury sustained. The client is responsible to ensure they have sufficient internet reception & data to participate in the program online. Nurtured Fitness Program costs do not include clients personal internet fees. The client is responsible to ensure they have a suitable device to access the Nurtured Fitness Programs.

When participating in Nurtured Fitness Programs via online training, the client will be responsible to ensure the exercise area is clear, sufficient space to complete the workout, all obstacles/hazards are removed, and the area is safe for you children who may be present during your workout.

No make up classes will be offered due to poor internet, power outages or technical equipment failure at either parties end.

**REGISTRATION OPTIONS**

Registration Type

Terms of Registration Type

**1. Casual Class:**

You can book for a casual class during selected dates as outline by Nurtured Fitness. This includes any free classes offered to a client. Casual classes are available for new clients to try before committing to the term booking.

**2. One Class Per Week: 5 class pass valid for 5 consecutive weeks**

You can register for one nominated Class per week only.

You agree to regularly attend the same Class (for example Tuesday 9.30am Family circuit) for 5 consecutive weeks.

Each five weeks, You will still need to re-book & pay for Your nominated Class. You must advise Nurtured Fitness in writing which day/Class/time You would like to attend for the up-coming period.

A full 5 week Term commitment is required when booking & Your payments will continue throughout each Term. The online membership site is NOT included at this registration level (ie, you cannot access the anytime access pre-recorded workouts).

If, under any circumstance, You are unable to attend Your nominated Class for the duration of the Term, you will be required to make payment of all amounts owed to Nurtured Fitness for the Term.

Cancellation, transfers and refund requests are not available for this level of registration.

**3. Unlimited Classes:**

You can attend multiple Classes per week. Maximum class numbers apply, so places are subject to availability. The client is responsible for ensuring their preferred classes are booked correctly in the App.

You can attend any of the Classes in the Nurtured Fitness program, including access to the Membership site which provides anytime access to pre recorded workouts.

Bookings are still required each Term.

You must advise Nurtured Fitness in writing which days/Classes/times You would like to attend for the up-coming Term. You can manage and alter your own bookings with the App.

A minimum of 5 weeks commitment & payment is required, and then payments will continue on a weekly basis.

If, under any circumstance, You are unable to attend Your nominated Classes for the duration of the Term, you will be required to make payment of all amounts owed to Nurtured Fitness for the Term.

Clients can cancel their payments after their minimum payment term (5 weeks) is met and 2 weeks written notice is provided. [info@nurturedfitness.com](mailto:info@nurturedfitness.com)

**Covid 19:** Nurtured Fitness reserve the right to cancel its online services at any time once it is feasible to return to face to face classes at the studio.

## **PAYMENT**

In consideration for being permitted to participate in the Nurtured Fitness Program, either on a Casual Class basis, One Class Per Week basis or an Unlimited Classes basis, you agree to pay the following relevant Fee to Nurtured Fitness.

### Registration Type & Fee

#### 1. Casual Class

\$18.00 per casual Class – paid upfront only

#### 2. One Class Per Week Pass: valid for 5 consecutive weeks only

\$79.95 – paid upfront only

#### 3. Unlimited Classes:

\$27.95 per week – via direct debit only

Nurtured Fitness use the services of Quickpay to facilitate payments of the Fee by direct debit. By agreeing to these Terms and Conditions, you agree to be bound by the terms and conditions of Quickpay.

1. There is a 48 hour cooling off period for all new agreements. If You cancel during that 48 hour cooling off period, You will be liable for a \$20 administrative fee and any Classes that are attended during this period will be charged to You at the Casual Class Fee rate. You will also be required to return, or reimburse Nurtured Fitness for the retail cost of, any bonus or promotional material provided to You upon entering into this agreement.
2. All direct debit payments are set up to be processed weekly on a Thursday for the week ahead. Please note, depending on your bank/credit card, it may take 1-5 business days for your transaction to appear on your statement. All upfront payments will be processed immediately when bookings form is complete.

3. The minimum direct debit period is 5 consecutive weeks. Payments will continue until 2 weeks written notice of cancellation is submitted to Nurtured Fitness.
4. Once the minimum period of five weeks is met, You can cancel for consequent weeks, with a minimum of 2 weeks written notice to Nurtured Fitness. This means you will be liable for 2 more weeks of payments from receipt of cancellation.
5. If you class falls on a public holiday, you will be able to book in for a make up class within the same week on the Nurtured Fitness app.
6. Pregnant clients payments will be stopped when the baby is delivered. It is the clients responsibility to inform Nurtured Fitness in writing as soon as practical. Nurtured Fitness is not liable to refund payments when not informed of delivery.
7. Any missed or failed payments will be charged a non-refundable administrative fee by Quickpay.
8. Quickpay, Nurtured Fitness and are not responsible for any charge back amounts and any charge back fees charged by the financial institution as a result of You failing to produce a valid and duly authorized direct debit request. The responsibility for those charges will be Your sole responsibility.

### **INFORMED CONSENT & WAIVER**

#### **Possible risks:**

Your Instructor will make various efforts to minimise any potential risks. However, You must be aware that exercise has some potential side effects and risks. It is possible that throughout the Class You may experience abnormal blood pressure, irregular heart rhythm, dehydration, fainting and/or dizziness. It is also possible that You or Your child/children might seriously injure yourselves from the use of equipment, failure of equipment, tripping or falling, other hazards associated with the studio/equipment, moving around while exercising, and Your surroundings. In very rare circumstances, it is possible that exercise can cause heart attack, stroke or death.

#### **Your responsibilities:**

It is extremely important and essential that any physical or other symptoms that You or Your child/children experience whilst participating in the Nurtured Fitness Program are explained to Your Instructor, even if You feel that they might not be important. It is also important that You tell Your Instructor any information You possess about You and Your child's/children's health status, or changes to health during the course of Your program, especially those that relate to heart problems including shortness of breath, pain, pressure, tightness or heaviness in the chest, neck, back, jaw, calf area and/or arms. By telling Your Instructor this information You are minimising Your risk of injury, complications and death. It is expected and is essential that You will tell Your Instructor all medications You use, begin to use or cease using (including non-prescription) prior to participation in any Class. It is also expected that any short term changes to Your usual medication regime are reported to Your Instructor (e.g. forgetting to take Your medication one morning).

#### **Release and Indemnity:**

In consideration of being permitted to participate in the Nurtured Fitness Program, Including training you undertake that is online only without supervision from a trainer, You release and indemnify Nurtured Fitness, from and against any actions or claims howsoever arising from any injury, loss, expense, damage of any kind or death caused to Your and/or Your Children in connection to or directly or indirectly related in any way to Your participation in the Nurtured Fitness Programs.

### **PHOTOGRAPHY/FILMING**

Throughout the Classes, You & Your Children may be photographed or filmed for Nurtured Fitness publications, such as the website, newsletter, social media and other promotional material. You will not be paid any compensation or other amount for Your appearance in any such medium. In the event that You do not want to be photographed or filmed, You must notify Nurtured Fitness at the time of entering into this agreement. If you do not notify Nurtured Fitness, you are deemed to have accepted this condition.

## VARIATION OF TERMS

Nurtured Fitness reserve the right to unilaterally and at their sole discretion vary these terms and conditions, the Fee, the Studio location and the Class format at any time. Notice of changes may be given to You via email or personally delivering the notice to You.

### **By signing these Terms and Conditions, You acknowledge and agree that:**

- You have truthfully completed the Health Questionnaire attached to these Terms and Conditions
- You have read and understood the Terms and Conditions
- These Terms and Conditions form the entire agreement between You and Nurtured Fitness, which agreement is legally binding upon both parties
- You understand what is expected of You and You understand the risks, procedures and obligations associated with the Nurtured Fitness Program;
- You understand all of the information and instructions outlined in this informed consent, and have had time to discuss any concerns with an Instructor or any other relevant health professional
- You have had sufficient time to read and understand the Terms and Conditions and ask Nurtured Fitness any questions in respect of the Terms and Conditions;
- You are participating in the Nurtured Fitness Program entirely at Your own risk.
- You are voluntarily participating in the Nurtured Fitness Program with Your Children after having read and understood the Terms and Conditions
- You are signing these Terms and Conditions on behalf of yourself and on behalf of the Children as their parent/guardian/caregiver.