



# TERMS & CONDITIONS

**Signing Your Agreement:** This document outlines the terms and conditions applicable to all memberships at Invigr8 X (the "Agreement"). Once you, the Client, sign this Agreement and it is accepted by Invigr8 X, it constitutes the full agreement between you and Invigr8 X. If there are discrepancies between what you were told in the gym or on the phone and this Agreement, the terms herein prevail. **Understanding Rights:** Invigr8 X reserves the right to enforce this Agreement at any time, and failure to do so does not constitute a waiver of those rights. **Client Comfort Guarantee:** You have a 7-day period from the signing date to cancel this Agreement, applicable only to new membership agreements. To cancel, please notify us via email at your designated Invigr8 X location.

## **STUDIO ACCESS:**

Your membership grants access solely to your designated Invigr8 X location. You confirm that you are in good health each time you enter our facilities and understand the risks involved with exercise. **Health Advisory:** Note that our locations may use flashing or strobe lighting; please inform the staff if this is a concern. Our staff and contractors are not medical professionals; if you have any health doubts, please seek professional advice before starting an exercise program.

### **PAYING FOR ONGOING MEMBERSHIPS:**

Membership fees are paid in advance via direct debit from a bank account or credit card, as specified in your Direct Debit form.

**Financial Responsibility:** It's crucial to ensure sufficient funds are available in your account on scheduled debit days. If payments lapse, access to the facilities may be suspended until payments are up-to-date. **Renewals:** Memberships automatically renew under the same terms unless a cancellation notice is provided 28 days prior to the renewal date.

### **STAYING UP TO DATE WITH OUR TERMS:**

Invigr8 X may modify terms, including changes to services, facilities, opening hours, and fees. You will be notified of any changes at least 28 days in advance, through methods such as our website, newsletter, or direct communication.

### **CANCELLING YOUR MEMBERSHIP:**

All cancellations must be submitted in writing through through email or via our app and require a 28-day notice unless stated otherwise in your membership agreement. A request to cancel a membership does not waive the obligation on you to pay the remaining commitment at the then relevant and current membership. **Fee Adjustments:** Cancelling before the end of a commitment period may incur a fee of 50% of the remaining dues, which facilitates immediate cancellation.

### **SUSPENDING YOUR MEMBERSHIP:**

Memberships can be suspended for a minimum of one week up to a maximum of four weeks per year, with a \$10 suspension fee payable in advance or via direct debit. Medical suspensions are exempt from this fee. Suspension conditions Invigr8 X can not backdate any suspension requests. You can not suspend your membership payments during the Notice Period.

### **LATE CANCELLATION AND NO SHOWS:**

A fee of \$2.50 may be charged for late cancellations or no-shows. Class Timeliness: Late arrivals are not permitted due to the disruption they cause. A no-show is when an individual does not show up to a reserved class. No late arrival Due to the nature of our classes, we cannot accommodate late arrivals to class due to the disruption this causes to the rest of the members

### **INVIGR8 X EXPERIENCE:**

Please arrive at least 5 minutes before class. Classes may feature explicit music consistent with our Hip-Hop and RnB theme. Media Consent: By signing up, you consent to being filmed or photographed during your workout for promotional use.

### **HEALTH RISKS NOTIFICATION:**

Inform Invigr8 X in writing of any potential health risks and update us if your medical condition changes. Invigr8 X may choose to refuse your membership agreement until:

- your doctor agrees in writing that you are fit to exercise; or
- you show Invigr8 proof that you have received medical advice on an appropriate exercise program.

### **MANAGING INFECTIONS AND ILLNESSES:**

Do not use the facilities if you pose a health risk to others, such as having an infectious illness.

### **GST AND LEGAL COMPLIANCE:**

Fee and Legal Compliance: All membership fees are inclusive of the Goods and Services Tax (GST). These fees are subject to change corresponding to alterations in government-set GST rates, regardless of whether you are within your initial contract period.

Governing Law: This agreement is regulated by the laws of Australia and will adhere to the laws of the state in which your Invigr8 X studio is situated. Should any part of this agreement be deemed invalid or unenforceable by a court, that part will be removed, but the remaining sections will continue to be valid and enforceable.

Limitation of Liability: Under the Competition and Consumer Act 2010, Invigr8 X commits to providing recreational services with competent care and skill, suitable for the purposes you have specified and delivered within an agreed timeframe. Nonetheless, there are certain conditions under which you might waive some rights. By signing this agreement, you consent to a limitation of your rights to initiate legal proceedings against us, except where your injury or death arises from our gross negligence, as defined by the Fair Trading (Recreational Services) Regulations 2004. This consent affects your rights if injuries occur due to services not meeting the required standard of care or not being fit for their intended purpose. By starting your membership at Invigr8 X, you accept all these terms and conditions.

