

# NEW CLIENT FORM

Exercise Right & Rehab and Pilates Reformer Studios (The Studio)

Shop 2 & 3 / 14 Mead Street Kalamunda WA 6076



ACN: 86 404 742 917

## SECTION 1: YOUR DETAILS

Surname:

Given Name/s:

Contact no:

Email:

Address:

Suburb:

State:

Postcode:

DOB:

/ /

Emergency contact person:

Contact number:

How did you hear about us?

Doctor

Specialist

Friend

Signs

Sports Club

Business Directory

Website

Google Search

Social Media

Patient category (please tick and complete):

Private patient

Name of the person who referred you to us:

Care plan (Medicare): Medicare no.

Ref no.:

Expiry date:

Workers compensation/Motor vehicle accident: Case manager email:

Veterans Affairs: DVA no.

Type of cover (eg. Gold/Silver card):

## SECTION 2: HEALTH WAIVER

I \_\_\_\_\_ waive all claims for injuries or damages arising out of your use of the equipment and/or facilities and hereby release Exercise Right & Rehab Studio, including but not limited to its officers, directors, assigns, members, agents and employees from all such claims to yourself, your children or guests and/or personal property arising out of your use of the equipment and facilities

For females: Are you pregnant? Yes No

Are you presently being treated for or have you had any serious medical condition/s? Yes No

If you have answered yes to the above, please complete the Medical Information section below.

## SECTION 3: MEDICAL INFORMATION

Please list any current and previous serious medical condition/s or injury

Please list any current medications:

## SECTION 4: DEPOSITS, LATE CANCELLATION AND NON ATTENDANCE

### A \$50 deposit is required for all appointments.

The deposit will be credited towards the consultation fee on the appointment date.

### Liability Consent

I understand that if I fail to attend my appointment or give less than 1 business day notice to cancel or rearrange my appointments, my deposit will be forfeited.

### Late Cancellation/ Non-attendance Policy

I understand and agree that I am responsible for any amount not covered by my workers compensation claim, or motor-vehicle accident claim in the event of my non attendance or late cancellation

## New Client Joining Options

### Exercise Right & Rehab Studio:

#### Membership

*(All memberships include unlimited use of the studio outside any scheduled class times)*

**Premium:** \$35 per week  
= 3 Classes per week, independent access to studio

**Standard:** \$29 per week  
= 2 Classes per week, independent access to studio

**Basic:** \$23 per week  
= 1 Class per week, independent access to studio

**Studio access only:**  
\$20 per week (independent access to gym or reformer)

#### Classes

**5 Visits** – \$85

**10 Visits** – \$160

**20 Visits** – \$300

### Pilates Reformer Studio:

#### Membership

*(All memberships include unlimited use of the studio outside any scheduled class times)*

**Premium:** \$47 per week  
= 3 reformer classes/week, independent access to studio

**Standard:** \$38 per week  
= 2 reformer classes/week, independent access to studio

**Basic:** \$29 per week  
= 1 reformer class/week, independent access to studio

**Studio access only:**  
\$20 per week (independent access to gym or reformer)

#### Classes

**5 Classes** – \$125

**10 Classes** – \$220

**20 Classes** – \$400

## SECTION 5: ACKNOWLEDGE AND SIGN

*I agree that all the information provided is correct.*

**Name:**

*I have read and understood:*

**Signature:**

New Client Joining Options                      New Client Agreement

**Date:**                      /                      /

*All clients MUST read the New Client Agreement before using the studio.*

OFFICE USE:

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# New Client Agreement

## Exercise Right & Rehab and Pilates Reformer Studios (The Studio)



### Studio use

The participant agrees to follow the rules and regulations set by The Studio and any future changes or amendments. In doing so, The Studio agrees to give the participant the right to its facilities for as long as The Studio is kept active. This agreement is not transferable and The Studio reserves the exclusive right to decline this application at any time during the term of this agreement, and the revocation of any of the terms of this agreement by a court of law shall not serve to cancel the entire agreement, which shall remain in full force and effect.

### Exercise apparel

Suitable clothing must be worn at all times in the exercise area and shall include some type of T-shirt or sweatshirt, workout shorts or sweatpants, and soft soled exercise shoes. The participant must also bring their own towel to cover exercise equipment and minimise the spread of perspiration. A water bottle is also permitted. Please ensure you remove all personal items at the end of each session.

### Liability waiver

It is expressly agreed that all use of the fitness facilities shall be undertaken by a participant at his or her sole risk, and The Studio shall not be liable for any injuries or damage to any participant or guest, or the property of any participant or guest, or to be subject to claim, demand, injury or damages whatsoever, including, without any limitations, these damages resulting from any acts or active or passive negligence on the part of The Studio, its successors or assigns, as well as its officers and agents, for all such claims, demands, injuries, damages, actions or causes of actions. It is specifically agreed that The Studio shall not be responsible or liable to participants or their guests for articles lost or stolen in The Studio. The Studio also shall not be responsible or liable for loss or damage to any other property of participants or their guest, including automobiles and content. It is also agreed that any damages to The Studio facilities or property, or to the property of any participant by another participant or his guest, is the sole responsibility to the offending participant.

### Relationship

This is an ongoing agreement and this will continue until either you or The Studio terminates it in the way described in the agreement. If a direct debit arrangement is in place, participation fees will continue to be debited from your credit card or account until you advise The Studio and the agreement will then be terminated on the next billing cycle. If you terminate the agreement or stop the direct debit arrangement in a manner not described in the agreement, then you may be liable to The Studio for damages for breach of contract.

### Cancellation termination and refunds

- a) 48 Hour cooling off period: You can cancel your Studio Agreement within 48 hours after signing this Agreement by advising The Studio manager in writing. If you do, The Studio will refund all the money you paid within 10 days of receiving the notice. An administration fee of \$25, or 10% of fees paid (whichever is lesser) is payable if you exercise your right to the 48 hour cooling off period.
- b) Basic Cancellation Rights & Refund: You may cancel your Studio Agreement if you qualify as follows:
  - i) Permanent Sickness or Physical Incapacity: Your disability must physically prevent you from using any of The Studio's facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. Termination will occur from the next billing cycle for agreements. For class passes, a refund of remaining unused visits will occur.
  - ii) Termination of the Studio Agreement: If you have a Studio Membership Agreement, you may terminate it at any time by advising cancellation in writing and returning your Studio access fob when your agreement ends. Your Studio Agreement ends at the start of the next billing cycle. We must receive the written cancellation advice at least two (2) business days before next billing cycle to allow us sufficient time to process your termination.
  - iii) If you want to pause your Membership, you must notify us no later than one week prior to your next billing date.
  - iv) Early and late cancellation of your classes – *Early cancel:* We will early cancel you from a class without penalty if you provide us with advanced notice of no less than 4 hours prior to the commencement of your class. *Late cancel:* We will late cancel you when you do not give the minimum notice required of 4 hours prior to the commencement of your class, and you will have that class visit deducted from your class allowance.
- c) Termination for Cause by The Studio: We may, at our option, terminate your Studio Agreement if (1) you fail to make timely payments under any payment plan, (2) you fail to follow any of The Studio Policies or Studio Rules or violate any part of this Agreement, or (3) your conduct is improper or harmful. Termination is effective on the date The Studio emails a notice to your last known contract email address. You are liable for all financial obligations incurred up until the termination date and will remain liable to fulfill those obligations until

such time. If you prepaid your Fees, The Studio will not refund any unused portion, and you must return your Studio access fob.

- d) Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use The Studio facilities ends and The Studio can deny you access to The Studio. If you owe The Studio money when your Studio Agreement ends, The Studio will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance.

### Notices

1. All participants of the Rehabilitation Facility will be required to complete a pre-exercise assessment with one of The Studio's qualified Physiotherapists or Exercise physiologists in order to assess the suitability of exercise using the facilities provided by The Studio.
2. The Studio does not permit any participants to bring anyone into the facility unless arranged prior to their visit and agreed upon by The Studio.
3. The Studio is a private premises and any non-participant, even if they are accompanied by a participant, is trespassing and will be prosecuted as such. Participants are strictly prohibited to bring any non-participant in to the gym during non-attended business hours and will be immediately banned from The Studio for life and the other involved non-participant party will be prosecuted as a trespasser.
4. While on the premises of The Studio, you are granting your permission to be filmed, videotaped, audiotaped or photographed by any means and are granting full use of your likeness, voice and words without compensation.
5. With a Studio Membership, you may apply for a studio fob access key. The key requires a \$55 deposit which will be refunded to you on its return. The key is the property of The Studio. If the key is lost, stolen or damaged, please advise the Studio staff asap. The key must be returned at the termination of your membership to gain a refund on the \$55 deposit.
6. Any discriminatory or offensive conduct towards the staff and the other participants is strictly prohibited and could lead to a termination of the offender's Studio.

### The Studio Rules and Guidelines

1. Compliance with rules and conduct of participant – The Participant agrees to be subject to the guidance of the Studio staff while on the premises and will follow instructions of Studio personnel. The Participant agrees to obey all rules and conditions of The Studio in this contract or in the future prescribed by The Studio, and The Studio reserves the right to revoke or terminate the Agreement if the participant fails to keep and obey any of such rules and conditions.
2. Participants understand that classes are subject to availability and will be booked on a first come first served basis. The Studio will attempt to provide alternative classes where possible but can't guarantee availability. It is the responsibility of the Participant to book the class they want to attend prior to the given class resuming. If no booking has been made the Participant may not be able to attend the given class.
3. Participants understand that they must only use the equipment/exercise machines that have been prescribed in my program.
4. Equipment malfunctions – The Participant understands the equipment may, from time to time, be out of order. When proprietary factory parts must be ordered, some units may be out of order for several weeks. When this occurs, the Participant agrees to follow a regulated substitute program.
5. Damage to facilities – The Participant agrees to pay an extra charge for damage arising from any careless use of equipment, or dropping of weights, etc. caused by participant.
6. Personal property – The Studio and its owners, and the agents, and employees of both shall not be responsible for damaged, lost, or stolen articles of clothing or any other personal property of any Participant.
7. Smoking is not permitted in any part of The Studio, including the locker room area. No food or drink allowed in exercise areas except bottled water.
8. No participants are allowed behind the reception counter.
9. No alcoholic beverages, or illicit drugs, including anabolic steroids, are allowed on the premises of The Studio.
10. Weight plates must be put back on the weight racks after use. DO NOT lean the weight plates against the equipment or lay them on the floor.
11. Weight belts must be removed before utilizing the selectorised (pin loaded) equipment.
12. NO PROFANITY IS ALLOWED!
13. Amending the rules – The Studio reserves the right to amend and/or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of The Studio.



## DDR SERVICE AGREEMENT (Ver 1.11)

### DIRECT DEBIT AGREEMENT (for membership options only)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

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