

## Terms and Conditions

### 1. Definitions

- In this Agreement unless the contrary intention appears:
- The singular includes the plural and vice versa.
- A reference to a party includes that party's legal personal representative heirs and assigns.
- "Agreement" means these Terms and Conditions.
- "Commencement Date" means the date on which payment is made for your Membership.
- "Debit Day" means the day on which your account is debited by the Pay Provider.
- "E-mail" means **hello@themethodpilates.com.au**
- "Membership Fee" means the weekly fee which corresponds to the Membership, as advertised on the Website and as updated from time to time.
- "Membership Type" means the specific type of Membership that you purchase as set out in clause 3 of the Agreement.
- "Membership" means the process whereby you pay the applicable Membership Fee for the Membership Type and thereby become a Member of THE METHOD.
- "Pay Provider" means debiting agent nominated by THE METHOD. from time to time.
- "Phone" means 0402 680 724.
- "THE METHOD." means January Gilchrist trading as THE METHOD. ABN 77 874 578 933, of 52 Elizabeth Street, Paddington, QLD 4064.
- "Studio" refers to any THE METHOD. studio.
- "Website" means **<https://www.themethodpilates.com.au/>** or such other website as notified to Members from time to time.
- "You" and "Member" refers to the name in which the membership account has been created.

### 2. Introduction

- By purchasing a Membership with THE METHOD., you acknowledge and agree:
- you have received a copy of this Agreement and agree to abide by your obligations in it;
- you are medically sound to undertake a normal course of exercise, and (subject to the terms of your Membership) you use the Studio facilities and/or participate in THE METHOD. classes (whether in person or online) at your sole risk and responsibility;
- you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health;
- THE METHOD. is not a medical organisation and its employees and contractors cannot give you medical advice or a diagnosis. THE METHOD. are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, THE METHOD. strongly urges you to seek expert advice before starting an exercise program;

- this Agreement also relates to your authority to the Pay Provider or other debiting agent nominated by THE METHOD. from time to time to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request;
- the terms and conditions are set out in this Agreement and may be updated from time to time. The most up to date version of this Agreement can be accessed on the Website or be requested by Email.
- By purchasing a single-class or otherwise attending a THE METHOD. Studio, you agree to be bound by clauses 6, 7, 11, 12, 13, 14, 15, 16 and 18 of this Agreement.
- Commencement of your membership
- Your Membership, and the terms of this Agreement, commence on the Commencement Date.
- Your Membership Type
- THE METHOD. offers the following Membership Types:

### 3. Membership Type

#### **Studio membership –Weekly Pass**

Access to group classes at one THE METHOD. Studio, including:

- Reformer
- Matwork
- Pilates
- Barre
- Stretch

### 4. Membership entitlements

- The entitlements for each Membership Type are set out below:
- Studio Weekly Membership – a set period contract which entitles the Member to the outlined number of studio classes at THE METHOD. Studio;
- Single Class Membership – non-renewable, one-off pass which entitles the Member to attend one class at THE METHOD. Studio

### 5. Fees and payments

- You agree and acknowledge that:
- In consideration of becoming a Member, you will pay to THE METHOD. the Membership Fee
- the Membership Fee will be deducted from your credit card or bank account by the Pay Provider, on a fortnightly basis, in accordance with clause 14.
- the Membership Fee may increase from time to time, notice of which will be given 30 days before any increase takes effect. By continuing to use your Membership after an increase in the Membership Fee, the Member accepts the increase in the Membership Fee.
- To the extent permitted by law, the Membership Fee is not refundable.
- If you are unable to attend a class you have booked, you must cancel your booking at least 10 hours prior to the scheduled start time of the class. If you:
- cancel your booking within 10 hours of the schedule start time of the class, you lose that class from your weekly membership
- do not cancel your booking, you lose that class from your weekly membership and you will be charged a \$15 no-show fee, which will be automatically deducted from your nominated credit card/bank account.

- The fees may be updated from time to time, as advised on the Website.
- THE METHOD. will not accept cash payments in any circumstances. All payments must be paid online.

#### 6. General conditions of entry to the Studio

- This clause applies you purchase a Membership Type which includes access to the Studio.
- 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:
- Entry will be refused or you may be requested to leave the Studio if:
  - you are using abusive or threatening language or behaving in a threatening way; or
  - you are under the influence of drugs or alcohol; or
  - you have an infection, contagious illness or physical ailment, such as an open cut or sore;
  - you behave in another way that is considered by THE METHOD. to be risky or seriously inappropriate.
- THE METHOD. Studios are non-smoking facilities.
- There is to be no filming or photography during any THE METHOD. classes.

#### 7. Pausing your membership

- You may pause your Membership by giving THE METHOD. written notice before the next Debit Day (**Notice Period**).
- Your Membership, including payment of your Membership Fee, will pause from the next Debit Day following the end of the Notice Period.
- **During the Notice Period:**
  - you may still attend classes in accordance with the terms of your Membership; and
  - your Membership Fee will continue to be charged.
- Your Membership must only be paused for a maximum period of two (2) consecutive calendar months during any twelve (12) month period, following which you agree for our pay provider to resume deducting fees and payments from your account in accordance with clause 6.
- This clause 8 is subject to the Pay Provider Terms and Conditions. Failure to comply with the Pay Provider Terms and Conditions may affect your ability to pause your Membership.
- THE METHOD. may pause your Membership due to any governmental direction or restriction which makes it necessary or desirable for the Studio to be closed either temporarily or indefinitely.

#### 8. Cancellation or termination of your membership

- You may not cancel your Membership within the agreed period
- You may cancel your Membership by giving THE METHOD. 14 days' written notice before the next Debit Day (**Notice Period**).
- THE METHOD. reserves the right to terminate your Membership in any of the following circumstances:
  - You fail to abide by any of the criteria listed in the general conditions of entry set out in clause 7 of this Agreement or those posted in the Studio from time to time; or
  - If THE METHOD. reasonably believes that you have engaged in inappropriate conduct; or
  - The temporary or permanent closure of the Studio where a suitable replacement Studio is not available for the Membership;

- To protect the health and safety of you or other members; or
- If, following written notice from THE METHOD. that your account is in arrears, you fail to pay your Membership Fee within a period of seven (7) days after receiving written notice from THE METHOD..

#### 9. Valuables and lost property

- THE METHOD. employees or contractors are not responsible for any loss of, or damage to, personal property in the Studio, and THE METHOD. recommends that you keep all valuables with you while in the Studio.
- THE METHOD. is unable to look after your personal possessions (for example, keys and wallets) whilst you are in the Studio.
- Member obligations
- You are required to:
  - Advise THE METHOD. of any changes to your contact details;
  - Comply with the general conditions of entry set out in clause 7 of this Agreement, as well as any in Studio signage;
  - Pay the Membership 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;
  - 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;
  - Cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

#### 10. Damage and personal injury

- To the extent permitted by law, THE METHOD. and the Pay Provider 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 Agreement and/or the services/products provided by THE METHOD. and/or the Pay Provider, and/or any act or omission of THE METHOD. and/or the Pay Provider.

#### 11. Payment policy

- You agree to be bound by the terms and conditions of the Pay Provider, as updated from time to time, and acknowledge that the most up to date version of the Terms and Conditions can be obtained directly from the Pay Provider.

#### 12. Privacy

- The THE METHOD. Privacy Policy forms part of this Agreement, and is available on the Website and on request from THE METHOD. in accordance with clause 17.

#### 13. Entire agreement

- This Agreement, and any special terms and conditions listed on the Website constitute the Entire Agreement, understanding and arrangement (express and implied) between the Member, THE METHOD. and the Pay Provider relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

#### 14. Membership queries

- All queries and comments about the services provided under this Agreement should be directed to THE METHOD. via Email or Phone.

- All queries and comments about the direct debit billing service should be directed to the Pay Provider.
- The Member acknowledges that the Pay Provider has been engaged by THE METHOD. to collect the fees due under this agreement if paying by way of direct debit, and also acknowledges that all rights of the Studio under this Agreement are able to be enforced by the Pay Provider as if it were THE METHOD. without any involvement on the part of THE METHOD. or the consent of the Member.

#### 15. Notices

- Any notices required to be given under this Agreement must be given by email to [hello@themethodpilates.com.au](mailto:hello@themethodpilates.com.au).
- Notice given in accordance with clause 1 will be deemed to be received once it has been delivered to THE METHOD..

#### Privacy Policy

##### 1. **Background and purpose of this policy**

We are committed to managing personal information in accordance *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This policy explains how and why we collect, use, hold and disclose your personal information.

"We", "us" and "our" means January Gilchrist, trading as THE METHOD. ABN 77 874 578 933, of 52 Elizabeth Street, Paddington, QLD 4064.

You consent to us collecting, holding, using and disclosing your personal information in accordance with this policy.

##### 2. **What is personal information?**

Personal information is any information or an opinion about an identified individual or an individual who can be reasonably identified from the information or opinion. Information or an opinion may be personal information regardless of whether it is true.

##### 3. **What personal information do we collect and hold?**

We collect information about you and your interactions with us, for example, when you purchase or use any of our products or services, call us, or otherwise visit our website. The information we collect from you may include your identity and contact details, your history of purchases and use of our products and services and details of enquiries or complaints you make.

- Clients and prospective clients
- When you enquire about our services or when you become our client, a record is made which includes your personal information. The type of personal information that we collect will vary depending on the circumstances of collection and the kind of service that you request from us, but will typically include:
  - your name, e-mail, postal address and other contact details; and
  - any additional personal information you provide to us, or authorise us to collect, as part of your interaction with us.

Sometimes, we might also collect health information about you. Please refer to clause 4 for more information on how and why we collect your health information.

- Prospective employees or applicants

We collect personal information when recruiting personnel, such as your name, contact details, qualifications and work history. Generally, we will collect this information directly from you. We may also collect personal information from third parties in ways which you would expect (for example, from recruitment agencies or referees you have nominated). Before offering you a

position, we may collect additional details such as your tax file number and superannuation information and other information necessary to conduct background checks to determine your suitability.

- Other individuals

We may collect personal information about other individuals who are not our clients. This includes customers and members of the public who participate in events we are involved with, individual service providers and contractors, and other individuals who interact with us on a commercial basis. The kinds of personal information we collect will depend on the capacity in which you are dealing with us. Generally, it would include your name, contact details, and information regarding our interactions and transactions with you.

If you are participating in an event we are managing or delivering, we may take images or audio-visual recordings which identify you

- Website

We may collect information about how you access, use and interact with our website. We do this by using a range of tools such as Google Analytics and Mailchimp. This information may include:

- the location from which you have come to the site and the pages you have visited; and
- technical data, which may include IP address, the types of devices you are using to access the website, device attributes, browser type, language and operating system; and
- The way you interact with our website.

We may use cookies on our website. A cookie is a small text file that the website may place on your device to store information. We may use persistent cookies (which remain on your computer even after you close your browser) to store information that may speed up your use of our website for any of your future visits to the website.

We may also use session cookies (which no longer remain after you end your browsing session) to help manage the display and presentation of information on the website. You may refuse to use cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of the website.

#### **4. What about your health information?**

Health information is a special type of personal information and means information or an opinion about:

- the health or a disability of an individual; or
- an individual's expressed wishes about the future provision of health services; or
- a health service provided to an individual.

We only use your health information to:

- provide you with the best possible service, by ensuring we understand your needs and abilities when participating in our classes.

We will only disclose your health information:

- for the same purpose we collected it from you;
- if the disclosure is directly related to a purpose that you would reasonably expect;
- if the disclosure required by law;
- if the disclosure is necessary to prevent a serious threat to life, health or safety and it's not practical to get your consent; or
- if you agree to it.

#### **5. Why do we collect, hold and use your personal information?**

We collect, hold and use your personal information so that we can:

- provide you with products and services, and manage our relationship with you; contact you, for example, to respond to your queries or complaints, or if we need to tell you something important;
- manage, plan, advertise and administer programs, events, competitions and performances;
- research, develop and expand our facilities and services;
- inform you of our activities, events, facilities and services;
- comply with our legal obligations and assist government and law enforcement agencies or regulators; or
- identify and tell you about other products or services that we think may be of interest to you.

If you do not provide us with your personal information we may not be able to provide you with our services, communicate with you or respond to your enquiries.

#### **6. How do we collect your personal information?**

We will collect your personal information directly from you whenever you interact with us, such as when you sign up with us. We may collect and update your personal information over the phone, by email, over the internet or social media, or in person.

#### **7. How do we store and hold personal and health information?**

We store most information about you in computer systems and databases operated by either us or our external service providers. Some information about you is recorded in paper files that we store securely.

We implement and maintain processes and security measures to protect personal and health information which we hold from misuse, interference or loss, and from unauthorised access, modification or disclosure.

These processes and systems include:

- the use of identity and access management technologies to control access to systems on which information is processed and stored;
- requiring all employees to comply with internal information security policies and keep information secure;
- requiring all employees to complete training about information security; and
- monitoring and regularly reviewing our practice against our own policies and against industry best practice.

We will also take reasonable steps to destroy or de-identify personal information once we no longer require it for the purposes for which it was collected or for any secondary purpose permitted under the APPs.

#### **8. Who do we disclose your personal information to, and why?**

We may disclose personal information to external service providers so that they may perform services for us or on our behalf.

We may also disclose your personal information to others where:

- we are required or authorised by law to do so;
- you may have expressly consented to the disclosure or the consent may be reasonably inferred from the circumstances; or
- we are otherwise permitted to disclose the information under the Privacy Act.

If the ownership or control of all or part of our business changes, we may transfer your personal information to the new owner.

#### **9. Do we disclose personal information to overseas recipients?**

We may disclose your personal information to a recipient which is located outside Australia. In the event that we do disclose your personal information to a recipient located outside Australia, we will take reasonable steps to ensure the overseas recipient does not breach the Australian Privacy Principles (other than Australian Privacy Principle 1) in relation to that information, except where this is not required by law.

#### **10. Do we use your personal information for marketing?**

We will use your personal information to offer you products and services we believe may interest you, but we will not do so if you tell us not to. These products and services may be offered by us, our related companies, our other business partners or our service providers. We use information we have collected from our website in accordance with clause 3(d) for marketing purposes, such as the way you interact with our website.

We also use your personal information for marketing and advertising purposes on Facebook and Instagram, in compliance with the terms and conditions provided by Facebook and Instagram at the relevant time. This may include, but is not limited to, uploading your personal information (in a secure format) to Facebook for the purpose of creating customised advertising campaigns. Where you receive electronic marketing communications from us, you may opt out of receiving further marketing communications by following the opt-out instructions provided in the communication.

#### **11. Access to and correction of your personal and health information**

You may access or request correction of the personal and health information that we hold about you by contacting us. Our contact details are set out below. There are some circumstances in which we are not required to give you access to your personal information.

There is no charge for requesting access to your personal and health information but we may require you to meet our reasonable costs in providing you with access (such as photocopying costs or costs for time spent on collating large amounts of material).

We will respond to your requests to access or correct personal and health information in a reasonable time and will take all reasonable steps to ensure that the personal information we hold about you remains accurate, up to date and complete.

#### **12. Complaints**

If you have a complaint about the way in which we have handled any privacy issue, including your request for access or correction of your personal or health information, you should contact us. Our contact details are set out below.

We will consider your complaint and determine whether it requires further investigation. We will notify you of the outcome of this investigation and any subsequent internal investigation. If you remain unsatisfied with the way in which we have handled a privacy issue, you may approach an independent advisor or contact the Office of the Australian Information Commissioner ([www.oaic.gov.au](http://www.oaic.gov.au)) for guidance on alternative courses of action which may be available.

If you have any questions, comments, requests or concerns, please contact us at:

Phone: 0493 844 159

Email: [hello@themethodpilates.com.au](mailto:hello@themethodpilates.com.au)

Website: <https://www.themethodpilates.com.au/>

#### **13. Changes to this policy**

From time to time, we may change our policy on how we handle personal information or the types of personal information which we hold. Any changes to our policy will be published on our website.

You may obtain a copy of our current policy from our website or by contacting us at the contact details above.

**Address**

52 Elizabeth Street, Paddington, QLD 4064

**Contact**

hello@themethodpilates.com.au

**Admin hours**

9:00am to 5:00pm

Monday to Friday