

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 on a fortnightly basis
- **"Early Morning Class"** means any class scheduled to commence at or before 6:10am
- **"Email"** means hello@themethodpilates.com.au
- **"Membership Fee"** means the fortnightly 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
- **"Minimum Term"** means the initial 12-week period from the Commencement Date during which the Membership cannot be cancelled
- **"Pay Provider"** means the debiting agent nominated by THE METHOD from time to time
- **"Phone"** means 0493 844 159
- **"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
- **"Weekend Class"** means any class scheduled on Saturday or Sunday
- **"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 at least 12 years of age
- You are medically sound to undertake a normal course of exercise, and you use the Studio facilities and/or participate in THE METHOD classes at your sole risk and responsibility

- You must disclose any health conditions or physical limitations to THE METHOD before attending your first class
- 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 is 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 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 requested by Email
- Your Membership commences on the Commencement Date and continues on an ongoing basis subject to the Minimum Term and the cancellation provisions in clause 9

3. MEMBERSHIP TYPE

THE METHOD offers the following Membership Type:

Studio Membership – Fortnightly Pass

Access to group reformer classes at THE METHOD Studio

4. MEMBERSHIP ENTITLEMENTS

Membership entitles the Member to attend a number of studio classes at THE METHOD Studio, subject to:

- Class availability and capacity
- Proper booking procedures as outlined in clause 6
- Compliance with all terms of this Agreement

5. FEES AND PAYMENTS

You agree and acknowledge that:

Membership Fees

- 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, you accept the increase
- To the extent permitted by law, the Membership Fee is not refundable

Failed Payment Processing Fee

- If a scheduled payment fails for any reason, a \$15 processing fee will be charged
- This processing fee is charged by the payment processor and does not go to THE METHOD
- This fee is non-refundable under any circumstances
- You are responsible for ensuring sufficient funds are available in your nominated account on each Debit Day

Class Cancellation Policy

- Members may book classes up to 2 weeks in advance
- If you are unable to attend a class you have booked, you must cancel your booking in accordance with the following timeframes:
 - **Weekend Classes and Early Morning Classes:** at least 12 hours prior to the scheduled start time
 - **All Other Classes:** at least 5 hours prior to the scheduled start time

Late Cancellation and No-Show Fees

- If you cancel your booking within the required cancellation window (as specified above), the class credit will return to your account
- If you do not cancel your booking and fail to attend the class (a "no-show"), you will:
 - Lose that class from your weekly entitlement; AND
 - Be charged a \$15 no-show fee, which will be automatically deducted from your nominated credit card/bank account

Payment Method

- THE METHOD will not accept cash payments in any circumstances
- All payments must be made online via the nominated payment method

6. CLASS BOOKING AND ATTENDANCE

- Classes must be booked through the online booking system or app
- Members may book classes up to 2 weeks in advance
- Class attendance is subject to availability and capacity
- If THE METHOD cancels a class for any reason, your class credit will be returned to your account

- If your scheduled instructor changes, you may attend the class with the substitute instructor or cancel without penalty if done within the standard cancellation timeframe

7. GENERAL CONDITIONS OF ENTRY 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; or
- You behave in another way that is considered by THE METHOD to be risky or seriously inappropriate

Additional conditions:

- THE METHOD Studios are non-smoking facilities
- There is to be no filming or photography during any THE METHOD classes without prior written permission

8. PAUSING YOUR MEMBERSHIP

You may pause your Membership by giving THE METHOD written notice before the next Debit Day (Notice Period).

Pause Terms:

- Your Membership, including payment of your Membership Fee, will pause from the next Debit Day following receipt of your written notice
- 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
- Pausing your Membership is free of charge
- Your Membership must only be paused for a minimum period of one (1) week
- Your Membership may be paused for a maximum period of two (2) consecutive calendar months during any twelve (12) month period
- Following the pause period, you agree for the Pay Provider to resume deducting fees and payments from your account
- Medical pauses or extensions beyond the 2-month limit are not available

Studio-Initiated Pause:

- 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
- If THE METHOD closes the Studio for any reason, your Membership will be automatically paused and no fees will be charged during the closure period
- Public holidays do not result in a pause or credit to your Membership

Pay Provider Compliance:

- This clause 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

9. CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP

Member-Initiated Cancellation:

- You may not cancel your Membership within the Minimum Term of 12 weeks from the Commencement Date
- After the Minimum Term has expired, you may cancel your Membership by giving THE METHOD 14 days' written notice (Notice Period)
- The Notice Period commences from the date THE METHOD receives your written notice
- Your Membership Fee will continue to be charged during the Notice Period
- During the Notice Period, you may continue to attend classes in accordance with the terms of your Membership
- Your Membership will terminate at the end of the Notice Period

THE METHOD-Initiated Termination:

THE METHOD reserves the right to terminate your Membership immediately 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; or
- 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

Membership Transfer:

- Memberships are non-transferable and cannot be transferred to another person

10. VALUABLES AND LOST PROPERTY

- THE METHOD employees or contractors are not responsible for any loss of, or damage to, personal property in the Studio
- 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

11. 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 and ensure sufficient funds are available to cover all fees and charges
- Advise THE METHOD in advance if your bank account or credit card is closed or changed
- Inform THE METHOD before your first class 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

12. DAMAGE AND PERSONAL INJURY

To the extent permitted by law, THE METHOD and the Pay Provider exclude any liability to the Member in contract, 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.

13. 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.

14. PRIVACY

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 18.

15. 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.

16. MEMBERSHIP QUERIES

- All queries and comments about the services provided under this Agreement should be directed to THE METHOD via Email or Phone. Response will be within the allocated admin hours only
- 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

17. NOTICES

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

18. CONTACT INFORMATION

Address: 52 Elizabeth Street, Paddington, QLD 4064

Email: hello@themethodpilates.com.au

Phone: 0493 844 159

Admin Hours: 11:00am to 2:00pm, Monday, Wednesday and Friday

PRIVACY POLICY

1. ABOUT THIS POLICY

We are committed to managing personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

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

By using our services, you consent to us collecting, holding, using and disclosing your personal information in accordance with this policy.

2. WHAT INFORMATION WE COLLECT

Personal Information

When you become a member or enquire about our services, we collect:

- Your name, email, phone number, postal address and payment details
- Your membership history, class bookings and attendance records
- Any enquiries or complaints you make

Health Information

We collect health information you disclose to us about any conditions or limitations that may affect your ability to safely participate in classes. This is to ensure we can provide appropriate services and maintain your safety.

Website Information

We collect information about how you use our website through tools like Google Analytics and Mailchimp, including:

- Your IP address, device type, browser type and location
- Which pages you visit and how you interact with our website
- Cookies (small files stored on your device) to improve your experience

You can disable cookies in your browser settings, but this may limit website functionality.

3. HOW WE USE YOUR INFORMATION

We use your information to:

- Provide you with our services and manage your membership
- Process payments and send you receipts
- Contact you about your bookings, membership or any issues
- Send you information about our classes and services (you can opt out anytime)
- Improve our services and facilities

- Comply with legal obligations

Marketing

We may use your information for marketing on our website, email, Facebook and Instagram. You can opt out of marketing emails by clicking "unsubscribe" in any email we send you.

4. HOW WE PROTECT YOUR INFORMATION

We store your information securely using:

- Password-protected computer systems and databases
- Secure physical files where necessary
- Regular security reviews and staff training

We will destroy or de-identify your information when we no longer need it.

5. WHO WE SHARE YOUR INFORMATION WITH

We may share your information with:

- Our payment provider to process membership fees
- Service providers who help us run our business (e.g., booking systems, email platforms)
- Law enforcement or government agencies if required by law
- A new owner if we sell our business

We do not sell your personal information to third parties.

Some service providers may be located overseas. We take reasonable steps to ensure they protect your information in accordance with Australian privacy laws.

6. YOUR RIGHTS

Access and Correction

You can request access to or correction of your personal information by contacting us. We'll respond within a reasonable time. We may charge reasonable costs for providing access to large amounts of information.

Complaints

If you have a privacy complaint, please contact us using the details below. We'll investigate and respond to you.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner at www.oaic.gov.au.

7. CHANGES TO THIS POLICY

We may update this policy from time to time. The current version will always be available on our website or by request.

8. CONTACT US

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