



# Terms and Conditions

## Website Terms and Conditions

### Introduction

This website (Website) is operated by Coast Gym & Fitness Pty Ltd ABN 83 647 695 681. By using or accessing this Website, you agree to these terms and conditions. If you don't agree to these terms & conditions, please don't use or access this Website. Coast Gym & Fitness may change these terms and conditions from time to time, so you should check these terms and conditions regularly.

### Your physical condition

You acknowledge the risks and dangers associated with the strenuous exercise that forms part of the content and services, which include, but are not limited to serious bodily injury, death or other damage or injury. You assume all such risks and responsibility for damages, liabilities, losses or expenses which you may incur as a result of your participation.

Each time you use this Website, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Website until you have sought appropriate medical guidance and been given the go-ahead.

You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire upon our request. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.



You promise that information you give us will be true and accurate and not misleading in any way. You must not use the Website if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others. We may suspend or cancel your account if we have reason to suspect that you have not complied with this paragraph or these terms & conditions more generally.

Coast Gym & Fitness makes no guarantee, warranty, representation or promise of any health outcomes associated with your use of the Website, including but not limited to weight-loss, weight gain or other changes in body composition or your health or wellbeing more generally.

#### Eligibility

For safety and security reasons you must be at least 18 years old to register for this Website.

We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your account, if we believe that you may or will bring our reputation, those individuals who represent us in the market place and our other users into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the Website or to the contents and components of the Website or are in any way in breach of these terms and conditions.

#### Your use of this Website

You must not:

use this Website (including by posting content) in a manner that violates a law or regulation of any country or may cause harm, distress or loss to any person;

disrupt, interfere with, reverse engineer or compromise the security of this Website or any software or hardware used in connection with this Website; or

restrict, inhibit or interfere with any other user's use or enjoyment of this Website.



You acknowledge and agree that your account registration nor your acceptance of these terms & conditions provides you with access to products and services provided at the Coast Gym & Fitness location.

#### Fees and payment

There are no fees to access the free portion of the Website.

#### Privacy

All personal information that you supply in connection with this Website will be collected, used, disclosed and managed by Coast Gym & Fitness according to the terms of its Privacy Policy, a copy of which is available on this Website.

#### Intellectual property rights

Coast Gym & Fitness own the intellectual property rights (including copyright and trade marks) in respect of this Website and its contents. You must not copy, modify, transmit or adapt this Website or its contents or otherwise infringe the intellectual property rights of Coast Gym & Fitness without prior written consent.

If you post any content on this Website, you grant Coast Gym & Fitness a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, publish, reproduce and modify that content for any purpose. You warrant that you own the intellectual property rights in any content you post on this Website and that it does not infringe any third party's intellectual property rights.

#### Links

This Website may from time to time contain hyperlinks to websites operated by third parties (Linked Sites). Linked Sites are not under the control of Coast Gym & Fitness. Coast Gym & Fitness is not responsible for, and does not control or approve, the contents or operation of any Linked Site. Your use of a Linked Site is subject to the terms and conditions



of the Linked Site. Any personal information that you provide to a Linked Site will be subject to the privacy policy and practices (if any) of the operator of the Linked Site.

## Cookies

During your use of this Website, Coast Gym & Fitness may issue and request cookies to and from your computer or mobile device. By using this Website you authorise Coast Gym & Fitness to issue and request such cookies.

## Warranties and limitations

To the extent permitted by law:

all statutory and implied guarantees, warranties and conditions of any kind in connection with this Website and its contents are expressly disclaimed. Coast Gym & Fitness does not exclude any statutory or implied guarantee, condition or warranty which cannot be lawfully excluded;

Coast Gym & Fitness does not warrant that your access to this Website will be uninterrupted or that this Website will operate error free, that any defects will be corrected or that this Website and their servers are free of computer viruses, trojans, spyware and other harmful material;

Coast Gym & Fitness does not warrant that it will be able to prevent any unlawful, harmful or inappropriate use, modification or alteration of this Website, or that it will give notice of such use, modification or alteration;

Coast Gym & Fitness does not warrant or make any representations about the correctness, accuracy, currency, completeness, reliability, quality or otherwise of this Website or its contents. Your use of this Website and the information on it is at your own risk; and



this Website and its contents are provided on an “as is” basis without any warranties of any kind. Coast Gym & Fitness may change this Website or limit or terminate your access to this Website at any time without notice.

Some laws imply terms, conditions and guarantees into agreements such as these terms and conditions that cannot be excluded. If Coast Gym & Fitness breaches a non-excludable term, condition or guarantee, it will be liable for that breach. However, if Coast Gym & Fitness is allowed to limit its liability for that breach under the relevant law, Coast Gym & Fitness’s liability will be limited to supplying the same services again or paying the cost of having the services supplied by someone else (at Coast Gym & Fitness’s option).

Coast Gym & Fitness makes no representation that the content of this Website complies with the laws of any country outside Australia. If you access this Website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

#### Limitation of liability

To the extent permitted by law and without limiting any non-excludable consumer rights you may have, Coast Gym & Fitness will not be liable for any direct, indirect, incidental, special, consequential or punitive loss or damage, loss of profits, revenue, expectation, business, savings, data or unavailability of systems or any other loss whatsoever, whether arising under contract, statute, tort (including negligence) or otherwise, in connection with this Website, or any use of or access to, or any inability to use or access, this Website.

You will hold Coast Gym & Fitness harmless against any claims, proceedings losses, liabilities, costs or other expenses (including legal costs) incurred by them in connection with, whether directly or indirectly, your breach of these terms and conditions, your use or access of this Website or any violation by you of any applicable law or these terms and conditions.

#### Inconsistency



In the event of any inconsistency between these terms and conditions and our Privacy Policy, the terms of our Privacy Policy prevail to the extent of the inconsistency.

#### Force Majeure

Coast Gym & Fitness will not be responsible for any delay in performing their obligations under these terms & conditions due to causes beyond their reasonable control.

#### Termination

You may terminate your free account at any time.

#### Applicable law

By using this Website, you agree that any claim or dispute arising in connection with these terms and conditions, or your use of this Website, will be resolved in accordance with the law applying in the State of Queensland and under the exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

These terms and conditions were last updated in March 2021.

## Pricing

#### Individual Membership

Initial Joining Fee - Free

Weekly Fee - \$15 per week plus GST and processing fees where applicable. Fees will be processed monthly.

Cancellation. Membership cancellation requires one month advance notification.



## Group Classes

\$5 per participant per class for members

\$10 per participant per class for non-members

Cancellation. Class participation cancelled with at least 24 hours notice will be eligible for a credit that can be redeemed for any class of equal value.