



ACTIVATE

BOOTCAMPS

Client Terms and Conditions

- As a Bootcamp Client you are entitled to instruction with a qualified Personal Trainer.
- Sessions will run for the duration of 45 minutes, which will include a warm-up, main workout and post workout cool down, unless otherwise arranged by your Personal Trainer.
- Every possible effort is made to deliver classes and services on time as advertised. However, the schedule is subject to change or cancellation with out notice. Activate Bootcamps is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.
- All purchases are final. Activates Bootcamps does not offer refunds on services or products for change of mind, user error, injury, illness, change of address or any other reason.
- You understand Activate Bootcamps has the right and the authority to terminate the program at any time, without a refund, if you do not follow the program or fail to conduct yourself in an appropriate manner.
- Activate Bootcamps reserves the right to refuse entry.
- It is your responsibility to advise us of any changes to your health status that may alter your ability to perform your prescribed exercise program. You are advised to not attend a Bootcamp session if suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to your trainer/s and other members and guests. We reserve the right to cancel or discontinue a session if we feel that starting or continuing the session may be detrimental to your health, safety, comfort or physical condition.
- You must notify us of any pre-existing medical condition or injury. We are not trained medical professionals. Before you undertake any vigorous exercise program, you should consult your doctor. If you believe there is any risk to your health from doing any of our exercises, you must notify us immediately.
- You agree to turn up to sessions five (5) minutes before scheduled commencing times to receive a debriefing as well as warm up. Each training session will last for 45 minutes. You agree to dress in appropriate workout clothing during all sessions, including but not limited to training shoes, tracksuit pants and a t-shirt. Ensure you bring a water bottle and towel. Make sure you have eaten within two (2) hours of your training sessions and are well hydrated. Training on an empty stomach, with low blood sugar or in a dehydrated state will not allow you to perform at your best. Equally, eating a large or heavy meal just prior to your session should also be avoided.
- You understand that any delays to the start of a scheduled session will not be a cause of extended services beyond the remainder of the scheduled time. You will not expect or request your trainer to run overtime.
- All sessions must be booked in via our website or app in order to attend. You can book up to 1 hour prior to the session commencement.
- Class Cancellations must be made via the online booking system or mobile app up to 1 hour prior to the booked session without penalty. Cancellations will not be accepted via phone or email. For Unlimited Memberships, if there are 3 or more late cancels over a 2 week period, this will result in a \$10 fee per late cancel. If you late cancel with a Casual Pass or 5/10 Session Pack, the late cancelled session will be forfeited.
- Please late cancel if you are unable to attend a class to make your place available to others.
- Activate Bootcamps is not responsible for the safekeeping of your belongings.
- You agree that this contract is not assignable or transferrable to any other person, persons or organisation.
- Session times/locations may be modified (or) cancelled on public holidays.
- You understand that during any training session provided by us, there is a possibility you may suffer an injury or illness as a result of participation in the agreed physical activity program.
- In attending classes at Activate Bootcamps, you agree that neither you, your heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Activate Bootcamps or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
- Fees may increase from time to time to reflect increases in costs.
- Activate Bootcamps acknowledges and respects the privacy of its members. We will securely and confidentially maintain all personal, medical and training information and individual training logs pertaining to you and will not disclose your information to any third party in any circumstance except where required by Federal or State laws. You will receive communications from Activate Bootcamps time to time updating you on items relating to Personal Training programs, our memberships or promotions. Activate Bootcamps uses a range of mediums to communicate with members including, but not restricted to, direct mail, email, SMS and telephone.



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Intro Offer: 30 Day Bootcamp Challenge

1. This membership is available for new clients to Activate Bootcamps only.
2. Only one trial membership per person.
3. The 30 Day Bootcamp Challenge is valid for 30 days. The activation date is the date of purchase.
4. This membership allows you unlimited regularly scheduled sessions over all locations, but excludes workshops and other special events.
5. No refunds, transfers, suspensions or extensions are offered on the 30 Day Bootcamp Challenge for any reason.
6. Memberships may not be shared or transferred for any reason at any time.
7. Booking etiquette: All sessions must be booked in via our website or app in order to attend. You can book up to 1 hour prior to the session commencement. Cancellations must be made via the online booking system or mobile app up to 1 hour prior to the scheduled session without penalty. Cancellations will not be accepted via phone or email.

Bootcamp 10 & 20 Class Pack

1. The Bootcamp 10 Class Pack expires 3 months (12 weeks) after the activation of the pass. The Bootcamp 20 Class Pack expires 5 months (20 weeks) after the activation of the pass. The activation date is the date of purchase.
2. No refunds, transfers, suspensions or extensions are offered on unused portions of passes due to illness, user error, injury, or any other reason.
3. Booking etiquette: All sessions must be booked in via our website or app in order to attend. You can book up to 1 hour prior to the session commencement. Cancellations must be made via the online booking system or mobile app up to 1 hour prior to the scheduled session without penalty. Cancellations will not be accepted via phone or email. If you cancel within the late cancellation period or do not attend a booked class, the booking will still count towards your 10 or 20 classes.

Unlimited Bootcamp Membership (1 week, No Lock-in)

1. This membership allows you unlimited regularly scheduled sessions over all locations.
2. You understand your membership will run for a minimum of 1 week, and then until further notice. You must advise us by writing if you wish to change/cancel your membership. This must be made in writing to info@activatebootcamps.com.au with a minimum of seven (7) days notice.
3. Membership fees will be charged to your credit card or bank account once per week via a third party biller. The date of debiting will begin from your membership purchase date.
4. It is your responsibility to ensure there are sufficient funds available to cover the weekly auto-debit. Should a payment be declined for any reason, Activate Bootcamps reserves the right to process payment at anytime to settle any debt owed. If an auto-debit is declined due to insufficient funds, the transaction will fail which requires additional administration and yields additional bank costs. Ezidebit is unable to absorb these costs and applies a \$11.90 fee for these failed transactions.
5. The terms and conditions of our third party biller Ezidebit form a binding component of your membership agreement. They can be found on the bottom left of our website www.activatebootcamps.au titled "Ezidebit T&C's"
6. Activate Bootcamps is in no way responsible for additional bank fees that you may incur from your bank. Bank fees are under the terms and conditions of contractual agreements that lie between you and your bank.
7. If an auto debit cannot be made for any reason, Activate Bootcamps may in its absolute discretion, process payment anytime after the due date upon receipt of sufficient monies in your account.
8. Memberships may be suspended via a written request (via email to info@activatebootcamps.com.au) for a minimum of one week (7 days) and a maximum of six weeks. However, in the instance of special events your program may be frozen for a longer period at the discretion of Activate Bootcamps management. Each freeze period must start and end on a fee payment day. Suspensions must be made in 7-day increments only. i.e. 1 week, 2 weeks, 3 weeks, up to 6 weeks. 2 business days notice prior to the suspension date request is required to process the suspension. Suspensions will not be accepted via Facebook, phone or any medium other than email.
9. Every possible effort is made to deliver classes and services on time as advertised. However, the schedule is subject to change or cancellation with out notice. Activate Bootcamps is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.
10. Session times/locations may be modified (or) cancelled on public holidays.
11. All sessions must be booked in via our website or app in order to attend. You can book up to 1 hour prior to the session commencement.
12. Class Cancellations must be made via the online booking system or mobile app up to 1 hour prior to the booked session, without penalty. Cancellations will not be accepted via phone or email. If you cancel within the late cancellation period or do not attend a



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- booked class 3 or more times over a 2 week period, this will result in a \$10 fee per late cancel.
13. Leaving class early is strongly discouraged.
 14. If we have not enforced our rights under this contract against you, this does not mean we have waived those rights regardless of time lapsed.
 15. You understand that during any training session provided by us, there is a possibility you may suffer an injury or illness as a result of participation in the agreed physical activity program.
 16. You release us from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur as a result of the correct and proper delivery of services under this agreement.
 17. By ticking the box "I agree with the above terms" at the time of purchasing your pack or membership, you hereby acknowledge that you have read and understood each individual clause of these Terms and Conditions and agree to accept and be legally bound by its content.

Unlimited Bootcamp Membership (12, 24 weeks)

1. This document outlines the rights and responsibilities that you have with regard to entering into a Bootcamp Contract with Activate Bootcamps.
2. In these Terms and Conditions the following definitions apply: "Activate Bootcamps", "We", "Us", "Our", means the organisation providing the service which the Customer is paying. The "Customer", "Client", "You", "Yours" means the person signing this Contract. "PT" means Personal Training and/or Personal Trainer.
3. You have the right to cancel this contract within seven (7) days from the date of purchase. Once the seven (7) day period has lapsed, you agree to be legally bound by this contract. This contract is governed by the laws of the State of Victoria and the Courts/Tribunal of the State of Victoria shall have jurisdiction. If any provision of this contract is held invalid, unenforceable or illegal for any reason, this contract shall remain otherwise in full force apart from such provision which shall be deemed deleted.
4. If you wish to cancel your contract with no penalties, you must do so in writing within seven (7) days of signing this contract by sending an email to info@activatebootcamps.com.au as well as registered post to PO Box 191, Essendon VIC 3040.
5. The minimum term is 12/24 weeks (depending on the membership option selected).
6. This membership allows you unlimited regularly scheduled sessions over all locations.
7. You understand your membership will run for a minimum term of 12/24 weeks, and then until further notice. You must advise us by writing if you wish to change/cancel your membership. This must be made in writing to info@activatebootcamps.com.au with a minimum of fourteen (14) days notice.
8. Membership fees will be charged to your credit card or bank account once per week via a third party biller. The date of debiting will begin from your membership purchase date.
9. It is your responsibility to ensure there are sufficient funds available to cover the weekly auto-debit. Should a payment be declined for any reason, Activate Bootcamps reserves the right to process payment at anytime to settle any debt owed. If an auto-debit is declined due to insufficient funds, the transaction will fail which requires additional administration and yields additional bank costs. Ezidebit is unable to absorb these costs and applies a \$11.90 fee for these failed transactions.
10. The terms and conditions of our third party biller Ezidebit form a binding component of your membership agreement. They can be found on the bottom left of our website www.activatebootcamps.au titled "Ezidebit T&C's"
11. Activate Bootcamps is in no way responsible for additional bank fees that you may incur from your bank. Bank fees are under the terms and conditions of contractual agreements that lie between you and your bank.
12. If an auto debit cannot be made for any reason, Activate Bootcamps may in its absolute discretion, process payment anytime after the due date upon receipt of sufficient monies in your account.
13. Memberships may be suspended via a written request (via email to info@activatebootcamps.com.au) for a minimum of one week (7 days) and a maximum of six weeks. However, in the instance of special events your program may be frozen for a longer period at the discretion of Activate Bootcamps management. Each freeze period must start and end on a fee payment day. Suspensions must be made in 7-day increments only. i.e. 1 week, 2 weeks, 3 weeks, up to 6 weeks. 2 business days notice prior to the suspension date request is required to process the suspension. Suspensions will not be accepted via Facebook, phone or any medium other than email.
14. A member may only request this contract to be cancelled within the minimum term if:
 - You become sick or incapacitated and cannot exercise for a period of twelve (12) months or the remainder of this contract (whichever is longer); or
 - You become bankrupt, enter into a scheme of arrangement with creditors or commit an act of insolvency.
15. A cancellation fee of 50% of the outstanding amount remaining will apply if you cancel your contract within the minimum term for any of the above reasons.
16. If you wish to cancel your contract for any other reason, you must pay out the remainder of the contract in full.



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17. Every possible effort is made to deliver classes and services on time as advertised. However, the schedule is subject to change or cancellation with out notice. Activate Bootcamps is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.
18. Session times/locations may be modified (or) cancelled on public holidays.
19. All sessions must be booked in via our website or app in order to attend. You can book up to 1 hour prior to the session commencement.
20. Class Cancellations must be made via the online booking system or mobile app up to 1 hour prior to the booked session, without penalty. Cancellations will not be accepted via phone or email. If you cancel within the late cancellation period or do not attend a booked class 3 or more times over a 2 week period, this will result in a \$10 fee per late cancel.
21. Leaving class early is strongly discouraged.
22. You agree that this contract is not assignable or transferrable to any other person, persons or organisation.
23. If we have not enforced our rights under this contract against you, this does not mean we have waived those rights regardless of time lapsed.
24. You understand that during any training session provided by us, there is a possibility you may suffer an injury or illness as a result of participation in the agreed physical activity program.
25. You release us from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur as a result of the correct and proper delivery of services under this agreement.
26. By ticking the box "I agree with the above terms" at the time of purchasing your pack or membership, you hereby acknowledge that you have read and understood each individual clause of these Terms and Conditions and agree to accept and be legally bound by its content.