



Section 1: Client and Company Contact Details

Company: Change Coaching Australia Pty Ltd
Address: 137 Nullarbor Ave Harrison ACT 2914
Website: www.changecoachingaustralia.com.au
Email: enquiries@changecoachingaustralia.com.au
ABN: 48162458004 **ACN:** 162458004
Provider: AUSactive - 014499

Client:

Address:

Phone:

Date:

Section 2: Explanatory Statement

Change Coaching Australia provides health, fitness and lifestyle services to individuals requiring ongoing support necessary to create, adopt and maintain healthy lifestyle changes. This Service Agreement ("Agreement") consists of four pages and is made between Change Coaching Australia Pty Ltd ("Company") and the person identified in Section 1 ("Client"). This Agreement remains valid for the duration of the Client-Company relationship. Any updates to this Agreement will be communicated via email and considered accepted upon the Client's attendance at any subsequent services following the announcement of such updates

Section 3: Acronyms

PT	Personal Training	TI	Tax Invoice
SPT	Shared Personal Training	IFMI	Interest Free Monthly Instalments
AHCM	Allied Health Case Management	CLF	Client Liaison Fee
WC	Wellness Coaching	CAQ	Client Absence Quota
ESSA PSS	Exercise and Sport Science Australia Adult Pre-Exercise Screening System		

Section 4: Key Dates

1. Autumn Packages run between May - October
2. Autumn Package Registration and payment due 1 March
3. Autumn Package Timeslot Allocation 1 March
4. Autumn Package Payment Plan Establishment Fee and Retainer due 1 March - Approved Clients Only
5. Autumn Package Payment Plan IFMI commence 1 April - Approved Clients Only
6. Autumn Package IFMI must be paid on the 1st of each month as per Payment Plan Agreements - Approved Clients Only
7. Autumn Package IFMI conclude 1 August - Approved Clients Only
8. Autumn Package sessions commence in May at registered timeslots
9. Autumn Package sessions expire in October at registered timeslots
10. Spring Packages run between November – April
11. Spring Package Registration and payment due 1 September
12. Spring Package Timeslot Allocation 1 September
13. Spring Package Payment Plan Establishment Fee and Retainer due 1 September - Approved Clients Only
14. Spring Package IFMI commence 1 October - Approved Clients Only
15. Spring Package IFMI must be paid on the 1st of each month as per Payment Plan Agreements - Approved Clients Only
16. Spring Package IFMI conclude 1 February - Approved Clients Only
17. Spring Package sessions commence in November at registered timeslots
18. Spring Package sessions expire in April at registered timeslots

Section 5: General Definitions, Terms and Conditions

1. Products include Spring and Autumn Packages, Alignment Packages, Single Sessions, workshops, assessments, retreats and AHCM. Products are transferable but not refundable. Services include PT, SPT and WC. Services are not interchangeable as they differ in fees and CAQ
2. Spring and Autumn Packages contain 20-22 sessions and must be attended at designated timeslots, in consecutive weeks, pausing during Standdowns, in accordance with Registration Key Dates (Section 4). Alignment Packages commence outside key dates and are calculated by the number of sessions required to align them to Spring or Autumn Package dates. Packages must be paid in advance and in full prior to expiry, irrespective of attendance
3. Timeslots are weekly recurring sessions that are scheduled on a specific day of the week, for a defined duration, with a specific start and end time. Timeslots are allocated to Clients with ongoing needs, as such they cannot be reserved for intermittent or ad hoc use. The cost breakdown of a timeslot is twofold:
 - a) preparation for the session including bookings and reservations, exclusively reserving ongoing services, retaining a wellness coach or personal trainer, reserving the facility, set up, assessment, programming, research, administration, cleaning and maintenance of equipment, premise, amenities, utilities, technology, first aid, education, insurances, registrations and subscriptions
 - b) delivery of the session itself including facilitation, instruction, record keeping, equipment and facility use
4. A CAQ is included in all Packages to assist with covering Client injury, illness, infectious periods, planned and unexpected absences while retaining the personal trainer, coach and timeslot. The CAQ dollar amount is identified on every Package TI. Absences exceeding the CAQ will be forfeited. Should no absences be required, the Client retains the CAQ as bonus value, as such there are no make-up sessions, credits or refunds for unattended sessions





5. Package sessions must be attended in consecutive weeks at designated timeslots, pausing during Standdowns, in accordance with Registration Key Dates (Section 4). Sessions resume immediately after a Standdown concludes
6. Standdowns are periods when the Company is temporarily closed. While Standdowns are communicated in advance, dates are subject to change due to unforeseen circumstances or business needs
7. Registration involves timeslot allocation, payment and completion of Registration and Induction Packs. Initial payment represents acceptance of all terms and conditions. Registration Key Dates (Section 4), TIs and Payment Plan Agreements outline when payments are due and when packages start and end. Clients must either pay packages in full or pay establishment fees and retainers under a Payment Plan Agreement prior to participating in any Company services
8. A CLF of 5 - 5.5% of the package cost applies to all packages and is incorporated into the cost. A CLF covers communication that occurs outside allocated timeslots including client requests and notifications, receipt and response to progress updates, email liaison, interactions about illness, injury and absences; product management, surveys and polls
9. AHCM must be purchased for any requested correspondence (written, phone, in person) with allied health and medical professionals that fall outside designated timeslots
10. Medical clearance and guidance must be provided in writing when a Client: is new to exercise and over 35 years of age; is diagnosed with any acute or chronic psychological and/or physical medical conditions; is impaired in any way to participate; is recovering from a disease, illness, respiratory virus, injury, surgery, medical procedure and/or after a hospital admission; has been involved in an accident (e.g. a fall, collision, car accident); has been bitten by an animal or insect requiring medical attention; has commenced a new medication; has become pregnant, entered a new trimester, given birth or miscarried and/or has been assessed using a diagnostic tool (eg. ESSA APSS) or by a personal trainer as being at risk
11. Clients may attend PT and WC sessions online if medically fit but unable to attend in person. Alternatively, sessions can be transferred to another party on the proviso the party has not previously utilised the Company's services and can provide a medical clearance
12. When accounts are in arrears and/or Package IFMI are 3 days overdue, a \$20 late fee applies. When accounts are in arrears and/or Package IFMI are more than 5 days overdue, session forfeiture occurs until the account is brought up to date
13. The Company is open on all public holidays except for those that fall during Company Standdowns

Section 6: Single Session Terms and Conditions

Single sessions can be purchased for SPT, PT, WC and AHCM. Single sessions must be scheduled and paid for a week in advance and cannot be cancelled without providing written notice one week prior to the scheduled session. Unattended sessions will result in forfeiture of session and do not attract make-up sessions, credits or refunds

Section 7: Package Terms and Conditions

Packages can be purchased for PT, SPT and WC. In accordance with Registration Key Dates (Section 4), Clients must register and pay to reserve their wellness coach or personal trainer and timeslot. All packages commence and expire in accordance with Registration Key Dates (Section 4). All packages incorporate a CAQ (See Section 5.4) to assist with covering illness, infectious periods, injury, planned and unexpected absences. There are no make-up sessions, credits or refunds for unattended sessions. Sessions can be transferred to another party on the proviso the other party has not previously utilised the Company's services and can provide medical clearance. If the wellness coach or personal trainer is unwell, another personal trainer may be engaged, a make-up session may be provided or the session may be rescheduled. Packages must be paid in full at the time of registration or by paying an Establishment Fee and Retainer under an approved Payment Plan Agreement. PT and WC Packages retain a wellness coach or personal trainer and reserve a weekly recurring timeslot for 22 sessions serviced over 22 consecutive weeks, pausing during Standdowns, in accordance with Registration Key Dates (Section 4). SPT Packages retain a personal trainer and reserve a weekly recurring timeslot for 20 - 22 sessions serviced over 22 consecutive weeks (thus permitting 2 personal trainer absences), pausing during Standdowns, in accordance with Registration Key Dates (Section 4). SPT caters for 4 Clients (4 pairs in Padwork) and will only proceed with a minimum of 4 Clients. Clients must notify and register in advance of the Package in accordance with Registration Key Dates (Section 4) to ensure that group capacity is not exceeded and minimum numbers are met

Section 8: Payment Plan Agreement Terms and Conditions

Payment Plans are available only to clients who:

- a) cannot afford upfront payment,
- b) purchase two or more SPT Packages or one or more PT/WC Packages,
- c) set up a direct debit or provide credit card authority to pay the Establishment Fee, Retainer and five IFMI on the 1st of each month as outlined in Payment Plan Agreements, ensuring there are sufficient funds in the nominated account
- d) agree to pay Establishment Fee, Retainer and five IFMI as outlined in Payment Plan Agreements

A Payment Plan Agreement requires an Establishment Fee and Retainer to be paid at time of registration, followed by five IFMI as outlined in all Payment Plan Agreements. Retainers are absorbed in the total cost of the package. IFMI are due the first day of each calendar month in accordance with Payment Plan Agreements and Registration Key Dates (Section 4). Payment of IFMI not received within 3 days of the due date will result in a \$20.00 late fee. Payment of IFMI not received within 5 days of the due date will result in session forfeiture until the account is brought up to date. IFMI are part of the Payment Plan and do not reflect sessions serviced in a calendar month. A Payment Plan is a financial agreement only and that payments made do not reflect services delivered at a given point in time. A Payment Plan is a commitment to pay the full package amount regardless attendance or participation or whether the Client chooses to complete the package. Retainers and IFMI are non-refundable. CAQ and Standdowns will assist with covering missed sessions and as such there is no additional credit, refund or make-up sessions





Section 9: Agreements

This Agreement applies to all Company Products purchased by or on behalf of the Client and is valid from date of purchase for so long as there is a Client-Company relationship.

I, the Client, understand and agree that:

1. a package is allocated to a specific timeslot and must be attended weekly at that timeslot. To attend more than one timeslot in a week, more than one package must be purchased
2. all products must be paid in full irrespective of whether I attend or complete
3. a Registration and Induction Pack must be completed at time of initial purchase. I understand terms and conditions may change due to legislative requirements or when Company services, policies or procedures are updated and form part of this Agreement
4. it is my responsibility to read, understand, accept and complete all Registration and Induction Pack documents, including all agreements, declarations, checklists, screening systems, forms, policies and procedures. By agreeing to terms and conditions of this Agreement, I am agreeing to all related documents contained within the Registration and Induction Packs
5. the Company reserves the right to change or cancel a timeslot should an unforeseen need present. Should this occur, I will be provided, at Company's discretion, an alternative timeslot; choice of credit or refund for sessions unable to be serviced
6. on occasion my personal trainer or wellness coach may be unwell and a substitute personal trainer may facilitate my session. Make-up sessions will only be offered if a substitute personal trainer was unavailable at the time of the absence
7. timeslots are only secured with payment. When no upfront payment or Establishment Fee and Retainer has been received, or when Clients take an extended break exceeding 4 weeks, the timeslot will be reallocated
8. package services are delivered in consecutive weeks, in accordance with Registration Key Dates (Section 4), pausing during Standdowns and resume immediately after a Standdown concludes
9. I can request online or telephone sessions when face to face sessions are unavailable or I am medically fit but unable to attend in person
10. all upfront payments, Establishment Fees, Retainers and IFMI are non-refundable
11. sessions within my package will be forfeited if my IFMI are in arrears until which time my account is brought up to date
12. a \$20 late fee applies to all IFMI not received 3 days from the due date
13. if I modify a package after purchase (such as a timeslot change), a \$100 administration fee will apply
14. I must complete an ESSA APSS, as a guide to the limitations of my ability to exercise prior to participating in any physical activity conducted by the Company's personal trainer or supervised by the Company's personal trainer or conducted by anyone else on the Company's premise
15. any form of physical activity has dangers associated with it and as such I will warm up as instructed, arrive on time, perform physical exercises within my limitations to reduce risk of injury, not attend with cold and flu symptoms, be guided by my personal trainer, only attempt new exercises or progressions based on my ability to do so with correct technique and no pain, independently cool down and stretch for a minimum of 10 minutes after my PT and SPT sessions to prevent injury. In case of any such injury or illness, the Company will not be responsible
16. my personal trainer and some of my fellow Clients are at serious risk if I attend with cold or flu symptoms. I must inform my personal trainer if I have cold or flu symptoms and agree not to attend the premise for a minimum of two weeks unless I am symptom free and choose to provide evidence of a negative Polymerase Chain Reaction (PCR) respiratory virus test result covering Influenza A and B, RSV, Covid, Parainfluenza, Metapneumovirus, Adenovirus and Rhinovirus
17. I must inform my personal trainer if I have been in close contact with someone exhibiting cold or flu symptoms and agree to only attend if I am symptom free and am donning a face mask
18. I must always comply with the Company's Communicable Diseases Procedure and Covid Safe Plan (static and dynamic)
19. I must provide a medical clearance and inform my personal trainer if I am diagnosed with a psychological or physical illness, injury, disability, infectious disease, acute or chronic condition that could adversely affect my ability to exercise and/or potentially put my personal trainer and other participants at risk, prior to commencing my first session and again on any and every occasion a medical issue is investigated, diagnosed or suspected by me or queried by my personal trainer that could adversely affect my ability to exercise or put my personal trainer or other participants at risk
20. If my capacity to exercise is in question, I must allow my personal trainer to liaise with my treating health professionals about my personal trainer's concerns and I understand fees for AHCM apply if this occurs outside my designated timeslot
21. If I have any diagnosed medical conditions, the Company can only provide services to me if I can present a medical clearance, specifically stating that my "medical conditions are stable and managed" and I am "fit to participate" in the physical activities for which I have registered
22. I must notify my personal trainer should I experience pain during a session and immediately cease the physical activity
23. the Company is not legally responsible for actions taken by external service providers to whom they refer
24. Company services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, I am entitled to cancel my service contract, and to a refund for the unused portion, or to compensation for its' reduced value. If a failure with the service does not amount to a major failure, I am entitled to have the failure rectified in a reasonable time. If this is not done I am entitled to cancel the contract for the service and obtain a refund of any unused portion. I am also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the service
25. to the maximum extent permitted by law, the Company shall not be liable for any loss or damage arising from my participation in any Company service. The Company's liability to me will not exceed the amount actually paid by me to the Company for the services





26. in case of a Force Majeure Event, the Company will not be held responsible, to the extent that the obligations are unable to be performed by such an event. The Company will not incur any liability for any loss or damage of any nature incurred or suffered by me in connection with any Force Majeure Event. Here, "Force Majeure Event" means any event beyond the Company's control which prevents the Company from complying with its obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures

27. I will provide accurate information and fulfil my obligations in all referred documents within this Agreement

28. I will abide by Australian and Australian Capital Territory law, Company policies, procedures and instructions (both written and verbal) and all terms and conditions stipulated and referred to in this Agreement

Section 10: Payment By Bank Transfer

I agree to pay or arrange for someone to pay the Company's tax invoices by due dates. I will pay by direct bank transfer to: Change Coaching Australia, BSB: 032733, ACCOUNT: 151400.

Section 11: Consent, Declarations, Waivers and Indemnity

1. I consent to the Company using any photos and videos I feature in for promotional purposes at any time
2. I consent to Company representatives liaising with my medical practitioner, specialists, psychiatrist, psychologist, physiotherapist, exercise physiologist, remedial massage therapist, podiatrist and other allied health professionals for the purpose of exercising duty of care and seeking guidance, advice or medical clearance at any time they consider necessary regarding all Company services I undertake
3. I declare that I am in a stable and managed mental and physical state and am not suffering from any condition, injury or illness or taking any medication or other substances that will place me at risk or affect me while attending and participating in Company services
4. I release, waive and discharge the Company and Sarah Berenson from all action, claims and costs arising out of, or in any way connected with services provided including services resulting in personal injury, accidents or illness (including death) and/or property loss resulting from my participation
5. I indemnify and hold harmless the Company and Sarah Berenson from all action, claims and costs against it for any personal injury (psychological or physical) or damage to property out of or in any way connected with the Company and my participation in any Company service or any third party damages

Section 12: Governing Law and Signatories to this Service Agreement

All Company products, including packages and services purchased are bound by this Agreement, including any product amendments or additions made after purchase for so long as there is a Client-Company relationship. The Company reserves the right to modify the Agreement, including the documents in the Registration and Induction Packs from time-to-time; these modifications are also bound by this Agreement. This Agreement shall be governed and construed in accordance with the laws of the Australian Capital Territory and Australia. I declare that I am signing this Agreement freely and voluntarily. By signing below, I agree to all 12 Sections of this Agreement

Recipient of Services _____

Signature _____

Date _____

Person Responsible for Payment _____

Signature _____

Date _____

Legal Guardian _____

Signature _____

Date _____

Power of Attorney _____

Signature _____

Date _____

