

## The Fine Print

### 1. Description of Service

By agreeing to the below, you The Client, acknowledge that for the period of time that you are a client of Strength Nutrition:

- Your training session will be 45 minutes duration;
- Fees are to be paid by Go Cardless Direct Debit or an up-front package paid by a nominated Debit or Credit Card, or direct bank deposit;
- If you opt for a Direct Debit, funds will be paid from your nominated bank account in advance each fortnight;
- All fees paid are non-refundable;
- In the case where fees are unpaid, training will not continue until fees are paid;
- You may cancel the service at any time;
- Strength Nutrition reserves the right to cancel or reschedule training sessions as necessary or required. Training sessions cancelled by Strength Nutrition will be credited to you;
- Strength Nutrition requires 24 hours notification for cancelling or rescheduling scheduled training sessions. Training sessions cancelled or rescheduled with less than 24 hours notice will be forfeited;
- Training sessions are not transferrable to another person.

### 2. Privacy Policy

Strength Nutrition is bound by the Australian Privacy Principles under the Privacy Act 1988 (Commonwealth) and other relevant laws about how service providers handle personal information. Strength Nutrition is committed to complying with all applicable privacy laws, which govern how Strength Nutrition collects, uses, discloses and stores your personal information. Strength Nutrition will collect your personal information for the purpose of providing you with health and fitness coaching and for directly related purposes. For example, Strength Nutrition may collect, use or disclose personal information:

- For use by a multidisciplinary team;
- To liaise with health professionals;
- In an emergency where your life is at risk and you cannot consent;
- For the education of employees or sub-contractors;
- For other purposes required or permitted by law.

We may outsource information and data storage services, which may involve storing that information outside of Australia. Where we outsource services we take reasonable steps in the circumstances to ensure that third parties, including organisations outside of Australia, have obligations under their privacy policies to comply with all laws relating to the privacy, security and confidentiality of your personal information.

Strength Nutrition will usually collect your personal information directly from you, but sometimes may need to collect it from a third party (for example, another health professional). We will only do this if you have consented. We will not use or disclose your personal information to any other persons or organisations for other purposes unless:

- You have consented;
- The use or disclosure is for a purpose directly related to our service offering and you would expect us to use or disclose your information in this way;
- We have told you that we disclose your personal information to other organisations or persons;
- We are required or permitted to do so by law.

You have the right to access your personal information held by Strength Nutrition. You can also request an amendment to your personal information should you believe that it contains inaccurate information.

### 3. Communications

You, The Client, authorise Strength Nutrition and its employees or sub-contractors to use email, telephone and/or mobile phones for the communication of appointments and client information. You acknowledge that although Strength Nutrition uses its reasonable best efforts to ensure security and confidentiality, including by adhering to the privacy policies as set by the Privacy Act 1988 (Commonwealth), such communications may not be fully secure and any information which is disclosed to a third party may no longer be protected by privacy legislation and may be disclosed by the person or entity that receives it.

### 4. Acknowledgement of Risk

You, The Client, acknowledge that:

- Any movement, nutrition or recovery suggestions made by Strength Nutrition are entirely instructional in nature, and are not intended to diagnose, cure or treat any disease;
- Your physician is your primary health care provider, and is responsible for supervising any and all changes in movement, nutrition and recovery practises that you may choose to implement;
- Whilst Strength Nutrition takes all responsible precautions to reduce risk, there are inherent risks associated with participation in health and fitness activities such as:
  - Physical or mental injury and death;
  - Personal property loss or damages;
  - Other persons participating in such activity may cause you injury or may damage your property;
- You may cause injury to other persons or damage to their property;
- The conditions in which the activity is conducted may vary without warning;
- You assume the risk of and responsibility for any injury, death or property damage resulting from your participation in the activity except where it is the result of negligence;
- You participate in the activity at your sole risk and responsibility. You release, indemnify and hold harmless Strength Nutrition, its employees, sub-contractors and agents, from and against all and any actions or claims which may be made by yourself or on your behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to you or your property whether breach of contract or in any other way whatsoever;
- You promise that you are not aware of any condition affecting you or any aspect of your physical or psychological health that you should notify to us because it is relevant to or because it may have an adverse effect on your participation in any health and fitness program. In this regard we require you to tell us anything at all that may be detrimental to your health if you participate in a health or fitness program that may involve changes to movement, nutrition and recovery practises.