RUN FOR YOUR LIFE GYM

TERMS & CONDITIONS OF MEMBERSHIP

1. WELCOME

Welcome to Run For Your Life Gym ("Gym"). The Gym and the Website are owned and operated by, and the Services are provided by, Jay Stone trading as Run For Your Life Gym (ABN 49 554 807 844) ('we', 'our', 'us').

These Terms and Conditions of Membership ("Terms") apply to all members of the Gym and set out the rights and obligations of both the Gym and its members. By joining the Gym and signing the Membership Agreement either digitally, by tickbox or by otherwise making payment ("Agreement"), you agree to be bound by these Terms.

We may modify and update these Terms at any time, without notice. You need to ensure you review our Terms from time to time. By using our Gym, our Website and/or our Services, you agree to be bound by these Terms as well as any and all general Terms and Conditions posted on our Website from time to time.

1. **DEFINITIONS**

In these Terms, the following definitions apply:

"ACL" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

"Agreement" means your Membership Agreement which sets out the specific details of your Membership such as the Membership type and applicable Membership Fees.

"Gym" means our gym which is located at 1/25 Cook Street, Taminda, NSW Australia 2340.

"Gym Membership" means a Membership to use our Gym in accordance with the "Gym Membership" clause of these Terms.

"Lock-In Gym Membership" means a specific type of Gym Membership, the further details of which are set out in the "Gym Membership" clause of these Terms.

"Membership" means a membership to use our Gym in accordance with these Terms and includes all of our different Membership types.

"Membership Fee" means the fee payable by you for your Membership.

"Membership Period" means the time period for which your Membership is valid, as set out in your Agreement and including any renewals.

"Non-Lock-In Gym Membership" means a specific type of Gym Membership, the further details of which are set out in the "Gym Membership" clause of these Terms.

"Personal Training Membership" means a Membership to use our Gym and receive personal training services in accordance with the "Personal Training Membership" clause of these Terms.

"Representatives" has the meaning set out in the "Limitation of Liability" clause of these Terms.

"Run-Tag Membership" means a Membership to use our Gym and participate in our Run-Tag Sessions in accordance with the "Run-Tag Membership" clause of these Terms.

"Sensitive Information" has the meaning set out in the "Sensitive Information and Privacy" clause of these Terms.

"Services" means any of the services offered by us under these Terms or in connection with our Memberships.

"Session" means any individual training session provided by us under these Terms or in connection with our Memberships such as a Personal Training Session, a Run-Tag Session or a Tag-Competition Session.

"Tag Competition Membership" means a Membership to use our Gym and participate in our Tag-Competition Sessions in accordance with the "Tag Competition Membership" clause of these Terms.

"Terms" means these Terms and Conditions of Membership.

"We", "our" or "us" means Jay Stone trading as Run For Your Life Gym (ABN 49 554 807 844).

"Website" means our website which is located at runforyourlifegym.com.au

2. HOW IT WORKS

- 2.1. We offer a variety of training options through our Gym, and a variety of different Memberships to match them.
- 2.2. Current membership types include Run-Tag Memberships, Gym Memberships, Personal Training Memberships, and Tag Competition Memberships.
- 2.3. Additional Membership options may be added from time to time.
- 2.4. Each Membership type grants specific access and privileges as described in these Terms and the Agreement.

- 2.5. Your Agreement sets out the specific details of your Membership including the Membership type and applicable Membership Fees.
- 2.6. By signing or otherwise agreeing to the terms of the Agreement, you further agree that you are registering for that Membership type.
- 2.7. If registering for a Membership type online, upon agreeing to the terms of the agreement when registering for your Membership type, you may also be asked to sign a written form upon your first visit to the Gym.
- 2.8. We reserve the right to modify these Terms, our Services or our facilities, by providing reasonable notice to you.
- 2.9. We agree to provide the Services described in the Agreement in accordance with these Terms. We will provide these Services in a professional manner and in accordance with generally accepted industry practice and standards.
- 2.10. The scope of the Services will be limited to the description provided in these Terms and the Agreement unless otherwise agreed in writing from time to time. Similar or equivalent Services may be substituted from time to time if, in our sole opinion it would benefit you or be required to meet the requirements of these Terms and the Agreement.

3. RUN-TAG MEMBERSHIP

- 3.1. With Run-Tag Memberships, Members can participate in a number of nominated Sessions per week as may be offered from time to time. Members can pre-book these sessions in advance online at a discount, or pay as they go when entering the gym. These sessions focus on improving movement skills, posture, technique, fitness, speed, and strength through running-centric training and interactive games of tag.
- 3.2. Members will receive coaching and guidance from our experienced trainers during each Session to help them reach their fitness goals.

4. GYM MEMBERSHIP

- 4.1. A Gym Membership grants Members access to the Gym facilities during opening hours.
- 4.2. Members can use any available equipment and floor space for their workouts, provided they have attended an initial safety briefing on the proper use of each piece of equipment and provided that equipment is not being used for a Run-Tag session or Personal Training at the same time. As there is limited space and availability of equipment and space, priority is given to pre-arranged classes and training sessions.
- 4.3. Members are not permitted to use any equipment for which they have not attended an initial safety briefing.
- 4.4. A Gym Membership encourages self-guided workouts, while ensuring that Members are well-informed about the safe and effective use of the Gym's facilities and resources.
- 4.5. If the member is under 16 years of age, they must be accompanied by a parent or guardian when utilising this Membership type.
- 4.6. We offer several different Membership structures for Gym Membership, including a Lock-In Gym Membership and a Non-Lock-In Gym Membership.

5. PERSONAL TRAINING MEMBERSHIP

- 5.1. Our Personal Training Membership offers Members individually tailored training sessions designed by one of our certified personal trainers.
- 5.2. These sessions focus on the Member's unique fitness goals and may include a running-centric approach.
- 5.3. When booking their Personal Training session, Members can opt to add on Gym Membership access to the facilities during opening hours for the day of their session and the following 6 days.
- 5.4. Members can use any equipment they have been shown how to use during their Personal Training session or provided with instruction on, but must attend a safety briefing for any other equipment they wish to use.
- 5.5. Members are not permitted to use any equipment for which they have not attended an initial safety briefing.
- 5.6. If the member is under 16 years of age, they must be accompanied by a parent or guardian when utilising the added-on week of Gym Membership.
- 5.7. Personal Training Sessions are subject to availability and must be booked in advance. Cancellations or rescheduling of Sessions must be made at least 72 hours before the scheduled Session or the Session will be forfeited without refund.

6. TAG COMPETITION MEMBERSHIP

- 6.1. Our Tag Competition Membership allows Members to compete in a weekly Tag competition, earning points and competing against other Members for trophies and/or prizes.
- 6.2. This Membership type promotes a fun and engaging way to improve fitness and agility while fostering a sense of camaraderie among competitors.
- 6.3. Members are expected to commit to the entire term of the competition to fully participate and be eligible for awards.
- 6.4. Competitions usually run for 10 weeks, unless otherwise specified.

7. OPENING HOURS

- 7.1. Our up-to-date opening hours are published on our Website.
- 7.2. We reserve the right to make reasonable changes to our opening hours from time to time.

8. MEMBERSHIP FEES AND PAYMENT

8.1. In order to participate in your Membership and to access your Membership benefits, you must pay our Membership Fee in advance.

- 8.2. By registering for a Membership and providing your payment details, you authorise us to deduct all applicable Membership Fees and any other applicable charges via your nominated payment method, in accordance with these Terms.
- 8.3. Our Membership Fee is payable as a weekly or quarterly fee according to the type of Membership you have nominated. Personal Training sessions are paid per session.
- 8.4. Different Membership Fees may apply to our different Membership types.
- 8.5. Your Membership Fees are set out in your Agreement at the time of your registration.
- 8.6. Our Membership Fees may be updated during the period of your Membership. We will publish any updated Membership Fees on our Website and we may notify you by email of the updated Membership Fees. It is up to you to check our Website for updated Membership Fees from time to time.
- 8.7. By retaining or renewing your Membership after we have published the updated Membership Fees on our Website or have otherwise notified you of the updated Membership Fees, you agree to the updated Membership Fees.
- 8.8. If you fail to pay the Membership Fees when due, we reserve the right to cancel your Membership or any Sessions within your Membership. We also may refuse you entry to the Gym.

9. SAFETY AND SECURITY

- 9.1. Members are required to attend a safety briefing on their first visit to the Gym, which will cover proper use of equipment and safety guidelines. Safety briefings for equipment and technique are included as part of the Run-Tag classes and/or Personal Training Sessions.
- 9.2. Members must follow all safety and security rules and guidelines provided by us. Failure to do so may result in suspension or termination of Membership without refund.

10. VALUABLES

- 10.1. We cannot eliminate the risk of theft, damage and loss of your personal possessions and we advise you not to bring valuable items such as jewelry or cash to the Gym.
- 10.2. We are not liable for any loss or damage to any of your possessions including phones, wallets, jewelry, cash, other personal items that you bring to the Gym as well as bicycles, vehicles, or their contents, left in the car park or on Gym premises.

11. SMOKING

Smoking is prohibited at all times in and on all Gym property including outside the premises.

12. CLOTHING

12.1. Members must use towels and wipe down all equipment after use.

- 12.2. All Members must wear closed toe footwear. Thongs, flip-flops and open toe shoes are not acceptable and are dangerous to wear at any Gym.
- 12.3. Do not bring your gym bag or other personal belongings onto Gym floor or around weights. Keep all bags in your car or please leave bags at home for safety and security purposes.

13. ETIQUETTE

- 13.1. You agree to proper and safe use of the Gym's equipment and facilities.
- 13.2. You will respect the equipment, and will not throw, damage, or destroy any of the Gym equipment or facilities.
- 13.3. You will respect other Members in the Gym.
- 13.4. You will not: leave your towels or personal belongings on equipment when you are not using it; monopolize any piece of equipment to the exclusion of other Members; or swear, use foul language or behave inappropriately.
- 13.5. You will: leave the equipment clean after use; put away all weights and equipment after use; and abide by all Gym rules, both posted and as determined from time to time by us. We may ask you to leave at our discretion if you do not respect this policy.

14. GENERAL MEMBERSHIP RULES

- 14.1. By joining our Gym and/or registering as a Member, you agree to:
 - 14.1.1. Not bring in or let in non-members or share your Gym access (except for if/when a gym promotion allows for non-members to have a free trial).
 - 14.1.2. Follow all courtesy and behavior rules.
 - 14.1.3. Not use illegal substances on Gym premises.
 - 14.1.4. Not bring children into the Gym unless they are supervised by a parent or guardian and remain in a secure area away from the equipment and members workout area. The exception to this rule is where a child is booked into and attending a scheduled session.
 - 14.1.5. Follow all safety and security guidelines provided by us.

15. RIGHT TO BAN

15.1. We reserve the right, in our sole discretion, to ban any Member from our Gym or from participating in our Memberships and Services if we determine that their behavior is disruptive, unsafe, or in violation of these Terms or our code of conduct. In such cases, no refund will be provided.

16. CANCELLATION, TERMINATION AND REFUNDS

16.1. Our cancellation terms vary depending on the type of Membership for which you have registered.

16.2. Cancellation terms for each Membership type are set out below. Unless required by the ACL or other applicable laws, no refunds are available for change of mind, and early termination by you will result in no refund.

16.3. Run-Tag Session Membership:

- 16.3.1. Run-Tag Sessions can either be booked online in bulk at a discounted rate, or can be paid for by a member as they enter the gym for each session.
- 16.3.2. Once a block of Run-Tag sessions have been purchased, they can be used at any time during Run-Tag sessions for which the timetable will be published on the website.
- 16.3.3. Once Run-Tag sessions have been purchased, they do not expire and can be used at any future date at the members convenience.
- 16.3.4. Each time a member attends a Run-Tag session, the number of sessions remaining in their membership will be reduced by one, regardless of whether the member attended for the entirety of the session or not.
- 16.3.5. Depending on numbers, members with Run-Tag session memberships may be required to pre book into certain timeslots online in order to ensure that the sessions do not exceed pre-determined size limits.
- 16.3.6. From time to time the Gym may run free trial Run-Tag events as a promotion. Attendees to free trial events must still agree to the Terms and Conditions before participating.
- 16.3.7. Run-Tag Session Memberships will not be refunded due to change of mind unless required by the ACL or other applicable laws.

16.4. Lock-in Gym Membership:

- 16.4.1. We offer several different Membership structures for Gym Membership.
- 16.4.2. If you register for a Lock-In Gym Membership then you agree to commit to a set Membership Period.
- 16.4.3. The Membership Period of your Lock-In Gym Membership will be set out in your Agreement at the time of registration of your Membership, or communicated to you at the time of your renewal of your Membership.
- 16.4.4. To cancel a Lock-In Gym Membership before the expiry of the Membership Period, the request must be made in person.
- 16.4.5. If you cancel a Lock-In Gym Membership due to change of mind, then unless required by the ACL or other applicable laws, 50% of the prorated remaining Membership Fee will be refunded, with the remaining 50% serving as a cancellation fee.

16.5. **Personal Training Membership:**

16.5.1. If you wish to cancel or reschedule a Personal Training Session, you may do so by providing us with at least 72 hours' notice before your scheduled Session.

- 16.5.2. If you do not provide us with at least 72 hours' notice of your wish to cancel or reschedule your Session, then your Session will be forfeited without refund (unless required by the ACL or other applicable laws).
- 16.5.3. All Sessions must finish on time at the originally scheduled time, unless otherwise agreed. Any scheduled Sessions delayed by your late attendance will finish at the nominated and agreed original time, in order to not disadvantage other clients that may be scheduled after your Session.

16.6. Tag Competition Membership:

- 16.6.1. For the Tag Competition to run successfully, we require Members to commit to the full Membership Period. Therefore, we cannot facilitate cancellations for change of mind during the Membership Period.
- 16.6.2. When you register for a Tag Competition Membership, you commit for the entire Membership Period.
- 16.6.3. Our Tag Competitions usually run for a term of 10 weeks, but the actual Membership Period for your Tag Competition will be communicated to you at the time of your registration.

16.7. Non-Lock-In Gym Membership

- 16.7.1. Unless otherwise stated, our Non-Lock-In Gym Memberships are usually available on a week-to-week basis.
- 16.7.2. Unless required by the ACL or other applicable laws, no refunds are available for cancellations, and cancelling these Sessions would just mean the Membership ends after the most recent payment has expired.
- 16.7.3. If you cancel your Non-Lock-In Gym Membership during a weekly Membership Period, you will retain access to the Gym until the expiration of the relevant Membership Period.

16.8. General Cancellation Terms

- 16.8.1. All Memberships can be 'frozen' for verified medical reasons and carried over to a later date. We reserve the right to require medical certificates or other evidence if you wish to freeze your Membership for medical reasons.
- 16.8.2. In the event that we must cancel any Session, we will either reschedule at a time convenient for you, or provide a refund.
- 16.8.3. Except as required by the Australian Consumer Law or other applicable laws, or except as provided by any other provisions of these Terms, there are no refunds for change of mind or similar circumstances. If you change your mind and wish to cancel a Session, then we will only provide refunds in very limited circumstances and at our sole discretion.
- 16.8.4. We may, in our sole discretion, cancel any group Sessions (such as Run-Tag Sessions or Tag Competition Sessions) if there are insufficient participants or for reasons beyond our control. In such cases, we will either provide a full refund to affected Members for the

single session that was cancelled, or in the case of Run-Tag sessions, allow members to retain their session credit for the affected session.

- 16.8.5. If your usual trainer is unavailable at any time, we may provide another suitably qualified trainer to perform the Services instead. In this case, we are not required to provide any refund to you.
- 16.8.6. We reserve the right to terminate or suspend your Membership and your access to the Gym and the Services, with or without notice, for any breach of these Terms or for any reason in our sole discretion.
- 16.8.7. We may terminate or suspend your Membership and your access to the Gym and the Services if you fail to pay any Membership Fees when due, or if you behave in a risky or seriously inappropriate manner, threaten or harass others, act improperly, participate in any Sessions or use the Gym while under the influence of drugs or alcohol, or provide unauthorized instruction or information to other Members.
- 16.8.8. We may also ban you from accessing our Services and the Gym and cancel your Membership if we receive complaints about your behavior or at our sole discretion.
- 16.8.9. We may terminate or suspend your Membership and your access to the Gym and the Services if you are suspected of fraudulent, abusive, or illegal activity, and we may refer the matter to the appropriate law enforcement authorities.
- 16.8.10. We may terminate or suspend your Membership and your access to the Gym and the Services if you breach our code of conduct.
- 16.8.11. Upon termination or suspension, your right to participate in your Membership and to use our Services and the Gym immediately ceases. We may deactivate or delete your account and all related information and files, and ban you from any further access to our Services or the Gym.
- 16.8.12. At no time do we seek to exclude or limit your statutory rights under the ACL or any other applicable laws with respect to any refund, termination, or suspension.

17. WARRANTIES AND GUARANTEES

- 17.1. Legislation may confer certain rights, warranties, guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law. At no time are these statutory rights sought to be excluded.
- 17.2. We represent and warrant that, at all times, we have the professional skills, expertise and certifications to be able to provide the Services in accordance with professional industry standards and best practice.
- 17.3. You acknowledge and agree that fitness program results vary from individual to individual. For this reason, the performance, progress and success of our Services is reliant on you and your requirements. We cannot and do not guarantee any particular or any results and you are solely responsible for your progress.

17.4. If any time during the Services you feel your progress is not as expected, it is your responsibility to advise us immediately of any concerns and give us an opportunity to address them. We will use reasonable efforts to address and resolve your concerns, however, at no time do we guarantee or warrant any performance or altered progress.

18. RELATIONSHIP AND OWNERSHIP OF IP

- 18.1. We are engaged to provide you with the Services as agreed only. You will not use any of, and you acknowledge that we own all proprietary rights to, our brand, style, logo, name and all relevant copyrights, patents and other intellectual property. You agree that all work, product design, program ideas and images are exclusive to us and our business.
- 18.2. You must not use the relationship or our business, logo or any copyrighted materials resulting from the Services to promote you, your business or your work without our written permission. You also agree not to represent yourself as an affiliate or in any way affiliated with our brand, name or business in any manner without our permission.
- 18.3. In any event and to clarify, you agree that nothing in these Terms gives you any interest or right to use or represent affiliation in any manner in any of our intellectual property or goodwill existing at any time or in any of the intellectual property or goodwill derived from the performance of the Services under these Terms.

19. LIMITATION OF LIABILITY

- 19.1. To the extent permitted by law, we will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with these Terms, your use of our Gym or other facilities, participation in our Membership or Sessions, or receiving our Services.
- 19.2. We and our affiliates, agents, employees, directors, officers, managers, trainers and other representatives (together hereinafter our "Representatives") are in no way liable for any loss or damages whether direct, indirect or consequential which you may suffer in reliance directly or indirectly with all or any part of the Membership or Services.
- 19.3. You shall indemnify and hold us harmless together with any of our Representatives from and against any and all actions, claims, liabilities, proceedings or demands which may be brought against us in respect of any loss, death, injury, illness or damage (whether personal or property and including reasonable legal fees and expenses).
- 19.4. Our liability is governed solely by the Australian Consumer Law and these Terms. Any other conditions and warranties which may be implied by custom, law or statute are expressly excluded.
- 19.5. Our total liability for any claim arising out of or in connection with these Terms, your use of our Gym or other facilities, participation in our Membership or Sessions, or receiving our Services shall not exceed the amount of fees you have paid to us for the relevant Membership or Services.
- 19.6. You also agree to, if directed by us, take over any action by any third party which is a direct or indirect result of any action or inaction by you or your representatives. For clarity, if you breach our terms and a claim is made against us as a result of your actions, you will take over and manage the claim on our behalf.

20. WAIVER AND INDEMNITY

- 20.1. By participating in your Membership, using our Gym and/or using our Services, you acknowledge and agree that you are voluntarily engaging in activities that may involve risk of injury, and you assume all risk and responsibility for any such injury. You agree to waive, release, and discharge us and our Representatives from any and all claims, demands, or causes of action arising from your use of our Gym or other facilities, participation in our Memberships, or receiving our Services.
- 20.2. You represent that you are in good health, have no known medical condition or have otherwise advised us of any medical conditions, and are physically able to participate in our Memberships and use our Gym and our Services.
- 20.3. If you have any health concerns, it is your responsibility to consult a healthcare professional before engaging in our Memberships, using our Gym or using our Services.
- 20.4. You confirm that it is your responsibility to consult your doctor or medical professional before starting any new exercise program, diet or supplement regime.
- 20.5. You confirm that you are suitably fit and healthy to participate in an exercise program and that a doctor or medical professional has not advised you otherwise.
- 20.6. You confirm that you have brought to our attention any medical, physical, injury or other health issues that may determine the suitability of an exercise program for you.
- 20.7. You confirm that in the event you become aware of any medical, physical, injury or other health issues that may affect the suitability of your exercise program, you will inform us immediately.
- 20.8. You confirm that participation in an exercise program involves the risk of serious injury or even death, from various causes including overexertion, dehydration, equipment failure and accidents with equipment and surroundings.
- 20.9. You confirm that you accept all risks and any injury, loss or damage that may occur is solely your responsibility.
- 20.10. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us and our Representatives.
- 20.11. You certify that you are at least 18 years of age or if you are under 18 years of age have provided us with the written permission of your parent or legal guardian.
- 20.12. In the event that you are a parent or guardian signing on behalf of your minor child, you agree that your minor child is of a suitable fitness level to participate in any activity that you are signing them up to attend. You further agree that we are at no time responsible for any injury, loss or damage that any child may suffer by attending any of sessions, classes, competitions or activities. You agree to indemnify us from any third party claims that may be lodged against us for our services and in respect of your minor child.
- 20.13. This release and indemnity continues forever and binds your heirs, successors, executors, personal representatives and assigns.

21. SENSITIVE INFORMATION AND PRIVACY

- 21.1. We only collect the personal information, including contact information, personal details, motivation and medical history (together "Sensitive Information"), we need in order to perform our Services.
- 21.2. We comply at all times with the *Privacy Act 1988 (Cth)* and the *Health Records* (*Privacy and Access) Act 1997* which regulates how Sensitive Information is handled.
- 21.3. We keep your Sensitive Information secure and do not use it for any purposes unrelated to our Services. All our employees and any staff who may have access to your Sensitive Information are under a strict duty of confidentiality and privacy practices are adhered to.
- 21.4. We will not disclose your Sensitive Information without your consent or unless required to due to medical emergency, injury, health risk or similar and we will only do so to a qualified professional who is under the same duty of confidentiality.
- 21.5. From time to time, we may use your contact information to provide you with updates about our Services. You can unsubscribe at any time or advise us that you withdraw your consent to these specific uses and you will be removed from any contact or marketing lists.
- 21.6. You can access your Sensitive Information at any time by request. While you are using our Services you will notify us of any changes so the information is kept up to date. If you no longer use our Services your Sensitive Information will be securely destroyed in accordance with the legislated time period.
- 21.7. From time to time we may take videos, photos and other digital imagery at events, sessions or in the gym generally for our commercial promotional materials only. If you do not wish to have your image included in our promotional material, please provide a written request and we will use reasonable endeavours to remove it as soon as practicable. Where you are a parent or guardian agreeing on behalf of your minor child, and do not wish to have any images including photos, videos or other taken by us, please provide a written request including the name of your child so we may action it immediately.

22. DISPUTES

- 22.1. If a dispute arises, both parties agree that confidentiality is paramount to maintaining both our reputations. At no time will any communications or discussions be made public, this includes but is not limited to any social media, forums, review sites or websites of either party. Any public discussion or comments about either party are considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.
- 22.2. In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each of us agrees to pay our own costs.

23. GOVERNING LAW

23.1. These Terms are governed by the laws from time to time in force in the state of New South Wales, Australia and both parties agree to unconditionally submit to the exclusive jurisdiction of their Courts for determining any dispute concerning these Terms.

24. AMENDMENTS

24.1. We reserve the right to amend these Terms from time to time, without prior notice. Your continued use of our Gym or other facilities, use of our Services, or participation in our Membership or Sessions after any such amendment constitutes your acceptance of the amended Terms.

25. SEVERABILITY

25.1. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed severed from these Terms, and the remaining provisions shall continue in full force and effect.

26. ENTIRE AGREEMENT

26.1. These Terms, together with the Agreement and any additional terms and conditions provided in writing by us, constitute the entire agreement between you and us with respect to your use of our Gym or other facilities, use of our Services, participation in our Membership or Sessions and supersede all previous agreements, understandings, and representations, whether written or oral.

27. LAST UPDATED

27.1. These Terms were last updated on 10 May 2023 and are effective from that date.

28. CONTACT US

 28.1. You may contact us about these Terms using the following details: Email: <u>info@runforyourlifegym.com.au</u> Telephone: 0402 498 059 Address: 1/25 Cook St, Taminda NSW 2340.