MEMBERSHIP AGREEMENT, WAIVER & TERMS OF USE

Effective Date: 25 October 2026

1. PARTIES AND AGREEMENT

This Membership Agreement is made between Build Training (Build Training, we, us or our) and the person named in the Membership Details (member, you or your).

By signing or electronically accepting this Agreement, completing a Direct Debit Request, purchasing a casual session or 10 class pack, accessing the premises, making a booking or participating in a Build Training activity, you agree to comply with this Agreement, the Membership Details or applicable purchase confirmation, the Direct Debit Request Authorisation Form where relevant, the Terms of Use in clause 12, the policies listed in clause 13 and all reasonable directions of Build Training staff. Where the member or participant is under eighteen (18) years of age, the membership application or product purchase, waiver and all required consents must be completed or authorised by their parent or legal guardian.

This Agreement is personal to you and is not transferable except with our prior written approval.

1.1 Transition for existing members

This Agreement takes effect on 25 October 2026 and applies to existing members from that date.

From 25 October 2026, your membership fee will change to the applicable rate set out in clause 3. This price change does not start a new minimum term or restart or extend your current minimum term.

If you would like to secure the applicable Foundation Membership rate for a new 6 Month or 12 Month minimum term, you can select your preferred option through the survey on the Build Members Facebook page, available until 31 October 2026, or by emailing Build Training at its published membership email address.

After you make your selection, Build Training will provide your Membership Details showing your selected membership, start and end dates, weekly membership fee and total membership fees payable during the minimum term. Your new minimum term will only start once you accept the new membership arrangement through Build Training's electronic acceptance process.

If you accept your new membership on or before 25 October 2026, your new minimum term will start on 25 October 2026. If you accept it after that date, your new minimum term will start on the date you accept it, unless your Membership Details specify a later date. Your Foundation Membership rate will remain unchanged for the whole of your new minimum term.

If you do not choose and accept a new minimum term, your existing Membership Start Date and current minimum term will stay the same. Your membership fee may be changed in the future in accordance with clause 4.

Any rights, fees or obligations arising before 25 October 2026 will continue to apply.

2. MEMBERSHIP COMMENCEMENT AND ACCESS

Your membership commences on the Membership Start Date specified in the Membership Details and entitles you to access only the facilities, classes, services and elected add-ons included in your selected membership package. A casual session or 10 class pack entitles you only to the service and number of credits purchased. All access is subject to eligibility, available and unexpired credits, required inductions, booking and waitlist requirements, capacity, timetables, operating hours and this Agreement.

We may temporarily restrict, modify, or close any facility, area, service or activity for cleaning, maintenance, staffing, repairs, renovations, public holidays, emergencies, extreme heat or weather, safety incidents, capacity, or other reasonable operational requirements. Where practicable, material changes or cancellations will be communicated through our usual member communication channels.

3. MEMBERSHIP TYPES AND PRICING

3.1 Membership options

- **12 Month Foundation Membership: $45 per week, including GST, for a minimum term of twelve (12) months.**
  - Unlimited Strength & Conditioning Classes
  - Open Gym Access
- **6 Month Foundation Membership: $52 per week, including GST, for a minimum term of six (6) months.**
  - Unlimited Strength & Conditioning Classes
  - Open Gym Access
- **No Lock-In Foundation Membership: $61 per week, including GST, with no minimum term and continuing weekly until cancelled under this Agreement.**
  - Unlimited Strength & Conditioning Classes
  - Open Gym Access

Wellness Membership

- **Wellness Membership: $41 per week, including GST, with no minimum term and continuing weekly until cancelled under this Agreement.**
  - Unlimited Reformer Pilates
  - Unlimited Sauna Access & Recovery Area (Normatec Boots & Massage Guns) Access

Optional Membership Add-Ons to Foundation Memberships

- **Gold Add-On: an additional $6 per week, including GST.**
  - Unlimited Sauna Access & Recovery Area (Normatec Boots & Massage Guns) Access
- **Platinum Add-On: an additional $20 per week, including GST.**
  - Unlimited Reformer Pilates
  - Unlimited Sauna Access & Recovery Area (Normatec Boots & Massage Guns) Access

Casual Sessions and 10 Class Packs

- **STRENGTH & CONDITIONING CLASSES**
- (For coached classes only. Open Gym access is not included)
  - Casual Session $30, including GST
  - 10 Class Pack $280, including GST
- **SAUNA & RECOVERY (NORMATEC BOOTS AND MASSAGE GUNS)**
  - Casual Session $35, including GST
  - 10 Class Pack $320, including GST
- **REFORMER**
  - Casual Session $20, including GST
  - 10 Class Pack $180, including GST

All memberships, optional add-ons, casual sessions and 10 class packs are subject to the applicable age, eligibility, induction, booking, waitlist, capacity, access and supervision requirements under this Agreement and the policies listed in clause 13.

The Foundation Membership rates set out in this clause are limited-time rates. Existing members who wish to secure the applicable Foundation Membership rate for a new 6 Month or 12 Month minimum term must select and accept a new membership arrangement in accordance with clause 1.1. Where your membership has a minimum term, your membership Details will confirm the start and end dates of that term, your applicable weekly membership fee and the total membership fees payable during the minimum term.

3.2 Casual sessions, class packs and credits

A casual session provides one (1) credit and a 10 class pack provides ten (10) credits for the service specified at purchase. Gym, sauna and Reformer Pilates credits are separate products and may only be used for the corresponding service.

Gym casual sessions and Gym 10 class packs provide access only to eligible coached Strength & Conditioning classes and do not include Open Gym access. Open Gym access is available only where expressly included in a membership or otherwise approved by Build Training in writing.

Casual sessions and 10 class packs are personal, non-transferable and do not automatically renew. They are not memberships and do not include access to any other facility, class, service or membership benefit unless expressly stated in the purchase confirmation.

Each casual session and 10 class pack is valid for the period displayed before purchase and confirmed in the purchase confirmation or booking platform. Unused credits do not roll over into a new product, pack or validity period. Unless required by law or approved by Build Training in writing due to exceptional circumstances, any credit remaining at the end of the applicable validity period expires and is forfeited.

3.3 General fee conditions

Unless required by law, payments for memberships, add-ons, casual sessions, 10 class packs and separately purchased services are non-refundable and non-transferable except as expressly provided in this Agreement. Unless expressly stated otherwise, Fundamental sessions, workshops, challenges, specialty programs and special events are not included in any membership, add-on, casual session or class pack and may be subject to separate fees, bookings, waivers and additional terms and conditions.

3.4 Payment obligations

You are personally responsible for all fees and charges payable under this Agreement, including the purchase price of casual sessions and 10 class packs. If the member or participant is under eighteen (18), the parent or legal guardian who signs, purchases or authorises this Agreement is responsible for those payment obligations. Failure to attend or use the facilities, services or purchased credits does not relieve the responsible person of payment obligations or create an entitlement to a refund, extension or replacement credit, except where this Agreement or applicable law provides otherwise.

3.5 Membership continuation after minimum term

When the minimum term of a 6 Month or 12 Month Foundation Membership ends, your membership will continue on a week-to-week basis at the applicable membership rate at that time until cancelled in accordance with clause 7.

Any Foundation Membership rate secured for a minimum term applies only for the duration of that minimum term. Build Training may change the membership fee after the minimum term in accordance with clause 4.

3.6 Optional Add-Ons minimum term

Optional Add-Ons are subject to a minimum commitment period of thirty (30) days. Following the minimum commitment period, an Optional Add-On will continue on a week-to-week basis at the applicable rate until cancelled by giving fourteen (14) days' written notice sent to Build Training's published membership email address.

4. MEMBERSHIP PRICING CHANGES

Build Training may change membership fees, add-on fees and service fees by giving you at least fourteen (14) days' written notice by email, member portal or another written method using the contact details most recently provided by you.

If you choose and accept a new 6 Month or 12 Month Foundation Membership under clause 1.1, the Foundation Membership rate shown in your Membership Details will stay the same for the whole of your new minimum term.

If you do not choose and accept a new minimum term, your membership fee may change in the future. If you are still completing your current minimum term, any increase during that term will be no more than ten per cent (10%) of your applicable membership rate.

A change to your membership fee does not start a new minimum term or restart or extend your current minimum term.

If you do not wish to accept a fee increase, you may cancel your membership in accordance with clause 7.

5. SUSPENSION

A suspension is available only for an active membership type that permits suspension and where all amounts payable are up to date.

- A written request must be submitted at least fourteen (14) days before the proposed start date, specify the requested start and end dates, and is effective only when approved and confirmed by Build Training in writing.
- A standard suspension may be taken for up to four (4) weeks once in each six-month period.
- Build Training may approve an additional or longer suspension in its reasonable discretion and may require reasonable supporting evidence.
- Suspensions are not retrospective and will not ordinarily be backdated.
- Any disclosed suspension fee may continue to be debited and regular fees will be adjusted or paused as stated in the written approval.
- The minimum term will be extended by the length of the suspension unless otherwise stated in writing or required by law.
- Facility, class, service, and add-on access is unavailable during suspension.
- The membership and regular debits recommence automatically when the approved suspension ends.
- A longer medical or exceptional suspension may be considered where supported by reasonable evidence.

6. TRANSFER

A membership may only be transferred to another person with our prior written approval and on payment of any reasonable transfer fee disclosed at the time. The proposed transferee must satisfy our membership requirements and complete a new membership agreement.

We may assign, novate, or transfer our rights and obligations under this Agreement to a related entity, purchaser of the business or other lawful successor, to the extent permitted by law. We will provide reasonable notice where the transfer materially affects the services provided to you.

7. CANCELLATION

7.1 Cancellation after the minimum term

You may cancel your membership after the applicable minimum term by giving fourteen (14) days' written notice sent to Build Training's published membership email address. Membership fees remain payable during the notice period and any scheduled debit falling within that period may still be processed.

7.2 No Lock-In and Wellness Memberships

You may cancel a No Lock-In Foundation Membership or Wellness Membership by giving fourteen (14) days' written notice sent to Build Training's published membership email address. Membership fees remain payable during the notice period.

7.2A Optional Add-Ons

You may cancel an Optional Add-On after its thirty (30) day minimum commitment period by giving fourteen (14) days' written notice sent to Build Training's published membership email address. Add-on fees remain payable during the notice period and any scheduled debit falling within that period may still be processed.

An Optional Add-On automatically ends when the associated membership is cancelled or terminated.

7.3 Cancellation during an initial minimum term

If you cancel a 6 Month or 12 Month Foundation Membership before your minimum term ends, an early termination fee equal to 75% of the membership fees that would otherwise have been payable for the remainder of your minimum term will apply. The early termination fee may be reduced or waived under clause 7.5 and will not be charged to the extent prohibited by law.

7.4 Cancellation and rejoining

Foundation, promotional, introductory, grandfathered and add-on pricing applies only while the relevant membership or add-on remains continuously active. If you cancel or terminate a membership or add-on and later wish to rejoin or reinstate it, the previous price will not be preserved or reinstated.

You must enter into a new membership or add-on arrangement at the pricing and on the terms available at the time of rejoining or reinstatement.

7.5 Relocation or medical incapacity

We may waive all or part of the early termination fee where you provide satisfactory evidence that:

- you have permanently relocated more than 30 kilometres from Build Training and provide supporting evidence from an employer, agent, or comparable source; or
- you are medically incapable of exercising for the remainder of the minimum term and provide a certificate from a qualified medical practitioner.

Cancelling a Direct Debit Request does not cancel this Agreement. The cancellation requirements in this clause 7 still apply.

7.6 Cancellation by Build Training

Build Training may suspend or cancel a membership by written notice if you fail to pay amounts owing; engage in unsafe, abusive, threatening or unlawful conduct; materially or repeatedly breach this Agreement or an applicable policy; provide materially false or misleading information relevant to membership, payment, access or safety; misuse access or facilities; or where action is reasonably necessary to protect people, property, operations or Build Training's legal interests from a material risk.

Except where immediate action is reasonably required to address a material safety, welfare, privacy, security or legal risk, Build Training will give you notice of the concern and a reasonable opportunity to respond before suspending or cancelling the membership.

Cancellation does not affect any accrued right to recover unpaid fees, charges, damage, or other amounts properly owing.

7.7 Amounts owing on cancellation

Cancellation or termination of a membership or add-on does not affect your obligation to pay any fees, charges or other amounts properly owing up to the effective date of cancellation or termination.

7.8 Casual sessions, class packs, waitlists and credits

Bookings made using a casual session or class pack credit must be cancelled within the cancellation period published in the Booking and Cancellation Policy or displayed before booking. If you cancel after that period, fail to attend, or fail to check in as required, the credit used for the booking will be forfeited.

If you join a waitlist and are subsequently moved into the class or timeslot, the booking becomes a confirmed booking. If you then fail to attend or cancel after the applicable cancellation deadline, you lose the credit used for that booking. You are responsible for monitoring waitlist and booking notifications and keeping your contact details current.

Joining a waitlist does not use a credit unless and until a place is confirmed, subject to any booking-platform rule clearly disclosed before you join the waitlist.

If Build Training cancels a confirmed booking, the credit used for that booking will be returned to your account or the session will be rescheduled. This does not extend the validity period of any other unused credit unless Build Training confirms otherwise in writing or an extension is required by law.

Membership cancellation provisions in clauses 7.1 to 7.7 do not apply to casual sessions or 10 class packs. Refunds, replacements and other remedies remain available where required by the Australian Consumer Law or another applicable law.

8. PHYSICAL CONDITION AND MEDICAL MATTERS

8.1 Pre-exercise screening

Before joining or participating, you must notify Build Training if you have, or become aware that you have, any of the following:

- a heart condition diagnosed or identified by a medical practitioner, or a previous stroke;
- unexplained pain or discomfort in your chest, whether at rest or during physical activity or exercise;
- fainting, dizziness, loss of balance or loss of consciousness during physical activity or exercise;
- an asthma attack requiring immediate medical attention within the previous twelve (12) months;
- a diagnosed muscle, bone or joint condition that may be made worse by physical activity or exercise;
- if you have type 1 or type 2 diabetes, difficulty controlling your blood glucose within the previous three (3) months; or
- any other medical condition, injury or health concern that may require special consideration, modification, supervision, or medical clearance before exercising.

You must also notify Build Training if your health circumstances change in a way that may affect your ability to participate safely.

A positive response does not automatically prevent participation. Build Training may reasonably request further information, modifications, or medical clearance before you commence or continue an activity.

8.2 Member health disclosures

You must provide true, accurate and complete health information and promptly disclose any injury, illness, condition, limitation or change that may materially affect safe participation. Information must be provided through the screening questionnaire or another confidential written channel approved by Build Training.

8.3 Medical advice and clearance

If unsure about your suitability for exercise, seek advice from an appropriately qualified medical practitioner. Unless expressly stated otherwise, Build Training staff do not provide medical advice, diagnosis, or treatment.

Build Training may reasonably require medical clearance or limited further information to assess safe participation or reasonable modifications.

8.4 Participation restrictions

You must not attend or participate while affected by an illness, injury, or condition, including a potentially infectious illness, that creates a material health or safety risk to you or another person.

For safety, Build Training may require medical clearance, modifications, supervision, a new induction, or temporary access restrictions. It will consider your circumstances, capacity, reasonable modifications, and the activity's inherent requirements, and use the least restrictive reasonable measure unless immediate action is required.

Build Training may suspend or cancel your membership under clause 7.6 if you provide materially false or misleading health information, fail to provide reasonably requested medical clearance or cannot participate safely despite reasonable modifications.

8.5 Health information and privacy

Build Training will collect, use, store and disclose health information only as reasonably necessary for screening, safety, service delivery, emergency response, incident management, and compliance with legal obligations, in accordance with clause 16, the Privacy Policy and applicable law.

9. RISK WARNING, INFORMED CONSENT, WAIVER AND LIMITATION OF LIABILITY

9.1 Risk warning and informed consent

You acknowledge that fitness training, strength and conditioning classes, Open Gym, Reformer Pilates, sauna use, recovery services, children's play and other activities offered at Build Training involve inherent and obvious risks.

Activities may include weightlifting, gymnastic movements, running, strenuous bodyweight exercises, conditioning activities and other high-exertion exercise.

Risks may arise from participation in the activity itself, physical exertion, your physical condition, interaction with equipment or other participants, and the acts or omissions of you or other persons. Risks may include abnormal blood pressure, muscle soreness, strains, sprains, fractures, fainting, cardiac events, illness, serious injury, permanent disability and death.

You acknowledge that not every risk can be identified or eliminated and that injury may occur despite reasonable precautions being taken.

You voluntarily choose to participate. You are not required to perform an activity you do not wish to perform and may stop or refuse participation at any time.

You must participate within your capability, use equipment only for its intended purpose, follow coaching and safety instructions, stop immediately if continuing would be unsafe and seek assistance if you are unsure how to perform an activity or operate equipment.

9.2 Assumption of risk and release

To the maximum extent permitted by law, you knowingly and voluntarily assume the ordinary, obvious and inherent risks associated with participation in Build Training activities and services, including the risk of personal injury, illness, permanent disability or death.

You accept responsibility for deciding whether an activity or service is suitable for you or a minor in your care, having regard to your or their health, fitness, experience, capability and circumstances.

To the maximum extent permitted by law, you release Build Training and its directors, officers, employees, coaches, contractors, volunteers and agents from liability for personal injury, illness, death, property loss or damage arising from or connected with your participation in Build Training activities or use of Build Training facilities, equipment or services, including liability arising from negligence, to the extent that liability may lawfully be excluded, restricted or modified.

Your assumption of risk and this release do not exclude, restrict or modify any right or liability that cannot lawfully be excluded, restricted or modified.

9.3 Consumer rights and limitation of liability

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, statutory duty or other right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

Where Build Training supplies recreational services, Build Training relies on section 139A of the *Competition and Consumer Act 2010* (Cth) to the fullest extent permitted by law to exclude, restrict or modify liability that may lawfully be excluded, restricted or modified under that section.

The release and limitations in this clause do not apply to liability that cannot lawfully be excluded, restricted or modified. In particular, nothing in this Agreement excludes liability to the extent that section 139A or another applicable law prevents that liability from being excluded, restricted or modified.

Subject to those rights and to the maximum extent permitted by law, Build Training and its directors, officers, employees, coaches, contractors, volunteers and agents are not liable for indirect, consequential, special or economic loss arising from or connected with membership, attendance, use of services or participation.

9.4 Indemnity

To the extent permitted by law, you indemnify Build Training against reasonable loss, damage, cost, expense or liability directly caused by your deliberate, reckless, unlawful or negligent conduct; your material breach of this Agreement or an applicable policy; your misuse of equipment or facilities; or the deliberate, reckless, unlawful or negligent conduct of your guest in connection with their attendance or participation. The indemnity does not apply to the extent the loss was caused or contributed to by Build Training or cannot lawfully be recovered.

10. MEDICAL TREATMENT AND EMERGENCIES

If you become injured or ill, you consent to Build Training staff obtaining first aid, emergency medical assistance or ambulance services where reasonably considered necessary. You are responsible for associated expenses to the extent permitted by law.

If this Agreement is signed for a minor, the parent or guardian authorises Build Training staff to administer first aid, obtain medical or surgical care and arrange transport to a medical facility where reasonably necessary for the minor's wellbeing.

11. PERSONAL PROPERTY AND DAMAGE

You are responsible for your personal possessions and training equipment while at the facility or participating in related activities. To the maximum extent permitted by law, Build Training is not responsible for loss, theft, or damage to personal property, except to the extent caused by Build Training or where liability cannot be excluded.

You are responsible for damage caused by you or your guest where that damage results from deliberate conduct, negligence, misuse, or failure to follow directions.

Lockers and storage areas are provided for convenience only and are used at your own risk. Lost property may be retained for a reasonable period and then donated, disposed of, or otherwise dealt with at Build Training's discretion, subject to law.

12. MEMBER CONDUCT, TERMS OF USE AND CONDITIONS OF ENTRY

12.1 Access and bookings

Access is limited to current members, paying customers and authorised visitors using services included in their membership or booking. Memberships, bookings, and access credentials are personal and must not be shared or used to admit an unauthorised person. Guests must obtain approval and complete all required registration, waiver, induction, and payment requirements.

You must comply with applicable booking, waitlist, cancellation and attendance requirements under clauses 7.8 and 13, including any reasonable late-cancellation or no-show fee disclosed before booking. Where a casual session or class pack credit is used, a late cancellation or no-show may result in the loss of that credit in accordance with clause 7.8. You must arrive on time and complete required inductions, briefings and warm-ups. Build Training may refuse late entry where it would create a safety risk or materially disrupt the activity.

12.2 Facility use and hygiene

You must wear suitable clothing and required footwear, use a clean towel, clean equipment after use and comply with reasonable hygiene requirements and applicable policies under clause 13. Glass is prohibited within the premises. Smoking and vaping are prohibited within the premises, near entrances and in any designated smoke-free area. Mobile phones and personal belongings must not obstruct access, create a safety risk, or materially disrupt an activity.

12.3 Equipment and safety

Consistently with clause 9, you must use equipment only for its intended purpose, within your capability and in accordance with instructions; seek assistance if unsure; return equipment after use; and keep training areas, walkways and exits clear. Weights must not be dropped unless permitted for the activity in an appropriate area.

You must promptly report injuries, hazards, near misses, spills, faults, and damaged equipment and follow emergency and safety directions. You must not participate where alcohol, illicit drugs, medication, or another condition materially impairs safe participation, or misuse safety equipment, enter a closed area or interfere with an emergency response.

12.4 Coaching and service-specific requirements

Only authorised Build Training staff may provide coaching or paid instruction. Open Gym and some sauna, recovery and Reformer Pilates services may be self-directed, unstaffed, or not continuously supervised by a Build Training coach.

This does not remove or alter any parent, guardian or other supervision requirement applying to a youth member.

Before using these services, you must complete all required inductions and satisfy the applicable eligibility, booking, capacity, age, supervision, health, hygiene and safety requirements and policies under clause 13. You must stop and seek assistance if you cannot continue safely.

Sauna, Recovery Area, and Reformer Pilates access is available only during the service hours published by Build Training and is subject to required inductions, bookings, capacity limits, age restrictions and the Sauna, Recovery and Reformer Pilates Policy.

12.5 Open Gym

Open Gym is available only to members whose current membership expressly includes Open Gym access. Gym casual sessions and Gym 10 class packs do not provide Open Gym access. Any other person may use Open Gym only with Build Training's prior written approval.

Open Gym consists of the Main Training Floor and the Small Gym. Open Gym access is available only during the times published by Build Training and may be subject to bookings, capacity limits, required inductions, competency requirements, and any area-specific restrictions.

The Main Training Floor may be unavailable or restricted while a coached class, session, event, or other organised activity is taking place. You must not enter or use the Main Training Floor where doing so would interfere with a coached class or other activity. The Small Gym may remain available for Open Gym use during coached class times, provided the time falls within published Open Gym hours and the area has not otherwise been restricted or closed by Build Training.

Build Training may restrict or close either Open Gym area because of classes, events, maintenance, cleaning, safety incidents, capacity, or other reasonable operational requirements. Access outside published Open Gym hours is not permitted without Build Training’s prior approval.

Open Gym is self-directed and may be unstaffed or not continuously supervised. You are responsible for training within your capability, using equipment safely and complying with the Open Gym Policy under clause 13 and all reasonable directions of Build Training staff.

Build Training may restrict access to particular equipment, training areas, movements, or activities where reasonably necessary for safety, operational or training purposes.

12.6 Sauna, Recovery and Reformer Pilates

Access to the sauna, recovery services, including Normatec compression boots, and Reformer Pilates is available only if included in your membership, elected add-on, casual session, class pack or approved booking and is subject to applicable booking, operating hours, capacity, age, induction, health and safety requirements.

Persons aged fifteen (15) to seventeen (17) years may use the sauna only when accompanied and actively supervised by a parent or legal guardian. Members must wait at least thirty (30) minutes after completing exercise before using the sauna and should ensure they have adequately recovered and rehydrated before entering.

Users of Normatec compression boots, Reformer Pilates and other recovery services must complete any required induction, follow equipment and safety instructions, and consider whether the service is suitable for their health and circumstances. Appropriate medical advice should be obtained where a medical condition, injury or other health concern may make use unsuitable.

All use is subject to the Sauna, Recovery and Reformer Pilates Policy under clause 13.

12.7 Kids Space

Kids Space access is available only during the sessions published by Build Training and is subject to availability, bookings, capacity, eligibility, and the Kids Space Policy under clause 13.

A parent or legal guardian must remain onsite, be immediately contactable, complete sign-in and sign-out and provide accurate health, allergy, and emergency information. Unless expressly provided under the Kids Space Policy, Build Training staff do not supervise children outside Kids Space.

Build Training may temporarily restrict, suspend, or withdraw Kids Space access because of staffing shortages, illness, safety concerns, or reasonable operational requirements. Where practicable, affected members will be notified through the usual member communication channels.

12.8 Youth Members

Members and participants under eighteen (18) years of age must comply with the Youth Member Policy under clause 13, including all applicable consent, supervision, induction, competency, and access requirements.

Youth members aged fifteen (15) and sixteen (16) years must be accompanied and actively supervised by a parent, legal guardian or authorised adult approved by Build Training, unless participating in an approved and supervised youth program.

Youth members aged seventeen (17) years may participate in approved Build Training classes without a parent, legal guardian, or authorised adult, subject to any applicable induction, competency, and supervision requirements. Independent class participation does not extend to Open Gym or to a service that has separate age, access, or supervision requirements.

A youth member under eighteen (18) years of age may access Open Gym only with Build Training's prior approval and subject to the Open Gym Policy and any supervision, induction, competency, and access requirements imposed by Build Training. Approval to participate independently in classes does not constitute approval for independent Open Gym access.

Persons aged fifteen (15) to seventeen (17) years may use the sauna only when accompanied and actively supervised by a parent or legal guardian. Other service-specific age, access, and supervision requirements continue to apply.

A child or youth member must not enter an active training area, restricted area, or service area, or use equipment, unless authorised, and all applicable age, induction, competency, and supervision requirements have been met.

12.9 Recording, privacy, and commercial activity

Photography and recording must not interfere with safety, operations, or privacy. You must obtain consent before intentionally recording an identifiable person. Incidental background inclusion must still comply with reasonable directions and the Media, Photography and Social Media Policy under clause 13. Recording is prohibited in bathrooms, private change facilities and other private areas and must stop when directed.

CCTV may operate in public areas for safety, security, and incident management, but not in bathrooms or private change facilities. CCTV information will be handled in accordance with clause 16, the Privacy Policy and applicable law.

Without prior written approval, you must not reproduce, distribute, or commercially use Build Training's intellectual property or confidential information; imply Build Training's endorsement; solicit or sell to members; conduct a business; or provide paid instruction at the facility.

12.10 Conduct and enforcement

You must treat others with courtesy and respect. Bullying, harassment, discrimination, intimidation, threats, abuse, violence, unlawful conduct, retaliation, deliberate property damage and conduct that materially interferes with operations or creates a risk to another person's safety or wellbeing are prohibited.

Build Training may take proportionate action for a breach, including a warning, restricted access or booking privileges, refusal of entry, removal from the facility, suspension, or cancellation under clause 7.6. Except where immediate action is reasonably required to address a material safety, welfare, privacy, security or legal risk, Build Training will give notice of the concern and a reasonable opportunity to respond before suspending or cancelling a membership.

To the extent permitted by law, you are responsible for direct loss or damage caused by your deliberate, reckless, or negligent conduct or that of your guest. Any recovery is subject to clauses 9.3 and 9.4.

12.11 Relationship with other clauses

This clause operates with clause 7.6 (suspension and cancellation by Build Training), clause 9 (risk, liability, and indemnity), clause 13 (incorporated policies) and clause 16 (privacy and communications). If an applicable policy is inconsistent with this Agreement, this Agreement prevails to the extent of the inconsistency, subject to applicable law.

13. POLICIES FORMING PART OF THIS AGREEMENT

The following policies, as published on Build Training's website and updated from time to time, form part of this Agreement and apply where relevant to the membership, product, booking, service or activity used:

- Booking and Cancellation Policy
- Cleanliness and Hygiene Policy
- Direct Debit and Payment Policy
- Community Rules
- Hot Weather and Extreme Heat Policy
- Injury and Incident Reporting Policy
- Kids Space Policy
- Media, Photography and Social Media Policy
- Membership Suspension, Transfer and Cancellation Policy
- Open Gym Policy
- Privacy Policy
- Sauna, Recovery and Reformer Pilates Policy
- Youth Member Policy

You must read and comply with applicable policies. If there is an inconsistency, this Agreement prevails to the extent of the inconsistency, subject to rights that cannot lawfully be excluded. Build Training may reasonably amend a policy for safety, legal or operational reasons.

A policy amendment will not materially increase fees, reduce core membership benefits, or introduce a new cancellation burden unless the change is permitted by this Agreement, required by law, or accepted by you. Where reasonably practicable, Build Training will give at least fourteen (14) days' written notice before a material policy change takes effect. A shorter period may apply where reasonably required for an urgent safety, legal or regulatory reason.

14. CHANGE OF SERVICES, RULES, AND LOCATION

We may reasonably make longer-term changes to services, amenities, timetables, opening hours, class schedules, operating procedures, and facility rules. Material changes will be communicated in writing or through our usual member communication channels. A change does not entitle a member to cancellation, compensation, or a refund unless this Agreement or applicable law provides otherwise.

If Build Training relocates, members will be notified. Any relocation or reduction in services will be managed consistently with this Agreement and applicable law.

Build Training is not liable for a delay, interruption or unavailability of services caused by circumstances beyond its reasonable control, including power or utility failure, government direction, public health emergency, natural disaster, severe weather, fire, flood or other emergency, except to the extent liability cannot lawfully be excluded.

15. MEDIA AND PROMOTIONAL CONTENT

Build Training may take and use photographs, video or audio captured at the facility or during Build Training activities for marketing and promotional purposes. If you do not wish to be photographed, filmed or recorded for these purposes, you are responsible for advising Build Training in writing through its published membership email address.

You may notify or change your media preference at any time. Build Training will take reasonable steps to record and respect your preference for future use. A change in preference does not require Build Training to remove material lawfully published or produced before the notice was received.

For a minor, the parent or legal guardian must advise Build Training of the minor's media preference. Members and visitors must comply with the Media, Photography and Social Media Policy, including requirements relating to consent, privacy, recording, and commercial use.

16. PRIVACY AND COMMUNICATIONS

We may collect, use, store and disclose personal information, including membership, product purchase, credit, booking, waitlist, attendance, payment, contact, emergency, health, incident, media and CCTV information, for membership administration, payment processing, access control, bookings, safety, emergency response, service delivery, communications, incident management, legal, insurance and regulatory purposes, as further described in the Privacy Policy. Sensitive information, including health information, will be collected only where reasonably necessary and with your consent or other lawful authority.

Information may be disclosed where reasonably necessary to payment providers, booking and membership platforms, technology and communication providers, insurers, professional advisers, emergency services, law enforcement, and regulators. Some service providers may store or process information outside Australia, subject to applicable legal requirements.

You may request access to or correction of personal information, make a privacy complaint, or opt out of optional marketing and promotional communications through Build Training's published contact details. Operational, safety, payment and membership communications are not marketing and may still be sent where reasonably required to administer the membership. Media preferences and promotional content are governed by clause 15.

Build Training may give notices under this Agreement by email, member portal or another written method using the contact details most recently provided. A member's cancellation notice under clause 7 must be sent to Build Training's published membership email address unless Build Training expressly accepts another written method. Other written notices from a member may be sent to that address or by another written method accepted by Build Training. You must keep your contact and payment details current.

17. COMPLETE AGREEMENT AND SEVERABILITY

This Agreement, the Membership Details, purchase confirmation, the Direct Debit Request Authorisation Form where relevant, the policies incorporated under clause 13 and any written special conditions constitute the entire agreement between the parties concerning the membership, product purchase, booking and participation. You acknowledge that you have not relied on any representation, promise or statement that is not expressly set out in those documents, except where reliance cannot lawfully be excluded. No oral statement forms part of the Agreement unless confirmed in writing.

If a provision is invalid or unenforceable, it will be read down to the extent necessary or severed. The remaining provisions will continue in effect.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of South Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of South Australia, except where another jurisdiction is required by law.

Before commencing legal proceedings, the parties must use reasonable efforts to resolve a dispute arising under this Agreement by discussing the matter in good faith. Nothing prevents either party from seeking urgent interlocutory, injunctive, or equitable relief.