

**BJC Connect and Exercise Physiology Group**  
**Membership Terms & Conditions**  
**(as of 15<sup>th</sup> November 2020)**



Unless indicated otherwise, these terms & conditions apply to in-clinic or virtual group exercise as well as use of the Australian websites including BJC Connect which are owned or operated by **The Bone & Joint Clinic Pty Ltd ITF BJC Health Trust (ABN 30143927579)** trading as BJC Health.

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these terms & conditions at any time. Please check these terms & conditions periodically for changes. Use of the BJC Connect website and engaging in our exercise sessions denotes acceptance of any changes, whether or not you have reviewed them. If you do not agree to these terms & conditions, please do not use this website and, if applicable, please cancel your membership with us.

BJC Health offers the following base subscriptions:

- BJC Connect Lifestyle Membership
- BJC Connect Exercise Anywhere Membership
- In-clinic Supervised Group Exercise Membership

It is possible to have combined memberships with the two or more offerings above but the terms and conditions will remain the same as per each membership option.

By signing up, paying for your membership, and participating in group exercise or BJC Connect's virtual education, programs, virtual exercise classes and other offerings; you declare that you have read and understood the "Terms & Conditions" listed below, and do hereby waive, release, and discharge BJC Connect and BJC Health, in perpetuity, from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to use of the services, and exercise including any injuries and damages caused by the negligent act or omission of any of those persons or entities mentioned above.

**General Terms and Conditions**

**Weekly Memberships**

Weekly memberships will start when BJC Health receives your payment which will continue for a period of seven days. You will receive an email confirming this. Your first payment will occur on the same day you sign up for your chosen membership. Auto-renew is automatically selected. At the end of the weekly membership period, you will automatically be signed up and billed for an additional membership term of 7 days at the current pricing. If you do not wish your membership to auto-renew you must provide notice **no less than 5 days** prior to your auto-renew date. **Payments received are not refundable.**

**Annual Plan Membership**

Annual memberships will start when BJC Health receives your payment which will continue for a period of one year / 365 days. Annual memberships purchased are billed in full in advance, annually at the beginning of the membership period. You will receive an email confirming this. Your first payment will occur on the same day you sign up for your chosen membership. Auto-renew is automatically selected. At the end of the annual membership period, you will automatically be signed up and billed for an additional membership term of one year at the current pricing. If you do not wish your membership to auto-renew you must provide notice **no less than 5 days** prior to your auto-renew date. **Payments received are not refundable.**

**Termination of Membership**

If you hold a weekly membership, you can terminate your membership by giving BJC Health no less than 5 days notice prior to your auto-renew date. A written submission via email is required to [accounts@bjchealth.com.au](mailto:accounts@bjchealth.com.au).

If you hold an annual membership, you can terminate your membership at anytime. **No refunds will be paid on any remaining membership period.** If you would like to avoid an additional membership term of one year, you must provide no less than 5 days notice prior to your auto-renew date. A written submission via email is required to [accounts@bjchealth.com.au](mailto:accounts@bjchealth.com.au).

Once you terminate your membership, you will lose access to education, programs, workshops, classes and any other resources or services as part of BJC Connect.

### **Placing your membership on hold**

You are only able to place weekly memberships on hold. Please note that we are only able to pause direct debits in **weekly blocks**, commencing from the specific day of your auto-renewal. A written submission via email is required to [accounts@bjchealth.com.au](mailto:accounts@bjchealth.com.au).

The following may help explain it further:

- A perfect scenario would be if Jane's direct debits occur on a Monday and she planned to go away on holiday for 1 week, she would email [accounts@bjchealth.com.au](mailto:accounts@bjchealth.com.au) on Wed 17/1/20 saying that she would be away from Monday 22/1/20 until Sunday 28/1/20 and will attend her first Group session back on Monday 29/1/20. Her Ezy pay Direct Debits would be paused in time for the period that she would be away.
- It is not possible to pause a membership for days which are not multiples of 7 eg. 3 days or 11 days. If you wanted to pause for 11 days, you would either select pausing for 7 days or 14 days.

Please note that you will **not be able to place annual memberships on hold**.

### **Pricing**

Membership plan pricing is subject to change. New pricing may take effect upon renewal of your membership plan.

### **Payments**

All transactions conducted through BJC Health are handled by a dedicated third party to ensure your information is both safe and secure. Payment information is not stored, and all card information is handled by Ezy pay. Please read their terms & conditions when you elect to join.

Payments are automatically debited on a weekly basis from the day that you join. Every debit will be the amount related to your chosen membership plus transaction fees. **You will not be able to claim a rebate for any of these payments from your private health insurer.**

**Ezy pay Fees:** The use of Ezy pay incurs a series of fees. The following are the current fees that apply but these may change at the discretion of Ezy pay:

- If you are new to Ezy pay, a one-off member set up fee will be charged at the first direct debit: \$2.20
- Ongoing fees:
  - Bank Account per debit: \$0.88
  - Visa/Mastercard per debit: 2.20%
  - Amex/Diners per debit: 4.40%
- Quarterly Admin Fee (only charged if a direct debit has occurred within the quarter): \$3
- Failed Payment fee due to insufficient funds: \$8.90

All completed Ezypay direct debit forms must be returned to reception prior to attending your first group session. If you decide to sign up through Ezypay Online, completion of the sign-up process must be finalised prior to your first group session.

### **Privacy and Security**

We are committed to protecting your privacy and security. Your personal information is treated in line with our Privacy Policy at BJC Health which can be found [here](#).

### **Nature of Advice provided**

Advice and education provided at live group events is general in nature and should be clarified with your treating practitioner/physician on a one-on-one basis.

### **Expected Behaviour**

We ask that you behave in a manner that ensures all members and staff are treated with respect at all times. These include but not limited to the following:

- Shouting or acting in a threatening manner
- Staying muted so that whomever is speaking virtually can be heard by everyone else
- Not interjecting whilst someone else is speaking and allowing the facilitator to chair the meeting/workshop
- Bullying of any sort towards members and staff within or external to BJC Health clinics and online platforms and websites

If BJC Health identifies that you are acting in a disrespectful manner, your subscription will be terminated.

### **Children**

Anyone under the age of eighteen/18 (ie. the “child”) MUST have prior approval from their parent or guardian to hold a BJC Connect Membership. The parent or guardian MUST also be present when the child is participating in group exercise or BJC Connect’s virtual education, programs, virtual exercise classes and other offerings. It is the responsibility of the parent or guardian to make sure they and their child member complies to all the terms & conditions outlined in this document. It will not be the responsibility of the facilitators to make sure that the parent or guardian is in attendance when the child member is participating in BJC Connect activities.

### **Restrictions on Use of Materials**

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access and use the BJC Connect website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these terms & conditions. You understand that only you may use your user account and password, and that your subscription to our membership is only valid for your personal, non-commercial use and may not be shared with others unless you have subscribed to a “household” membership for Exercise Anywhere. Lifestyle members can have one significant other (family or friend) join them for community/lifestyle workshops and team access sessions through a single zoom link.

You acknowledge that you may only use BJC Connect Products for personal, non-commercial use, and may not sell, lease, licence or otherwise receive any consideration for allowing the Products to be used by any other person or entity. You agree to indemnify us and keep us indemnified against any loss suffered by us due to you selling, leasing, licensing or otherwise receiving any consideration for allowing Products to be used by any other person or entity.

### **Additional Information**

BJC Health reserves the right to amend any information, including but not limited to prices, technical specifications, terms of service and product offerings without prior notice. This includes cancellation and amendments to live event schedules and facilitators. We will of course endeavour to give you as much notice as possible.

Live events will not take place on NSW (Australia) public holidays unless a special event is promoted.

BJC Health typically shuts down its operations over the Christmas and New Year period for a period of at least 10 days. The same may occur for the Easter long weekend. Please expect a much smaller offering or full cancellation of live virtual events and exercise sessions through these periods. Prior notice will be given. No extension of annual memberships will be offered due to such a closure.

### **Specific Terms and Conditions for BJC Connect Lifestyle & Exercise Anywhere Members**

#### **Zoom access requirements**

Only Zoom account holders will only be able to access virtual events and classes. It is recommended that you download the Zoom app on your computer and/or other devices and be logged in. Clicking on the Zoom link we provide you should bring you straight to the event.

#### **Internet Connection & Virtual exercise experience**

Those members attending live virtual sessions must make sure they have good internet connection to achieve the best possible experience. It also helps if the device and applications you use have the most recent updates.

With delivery of these services being virtual, we are prepared for occasional issues with internet connectivity and technical issues. We have redundancy in our systems but things go wrong on occasion. Please appreciate when this occurs and that we are doing everything we can to make sure your experience is as good as it possibly can be.

#### **Video Recording of Live events and Exercise Sessions**

Recording of live community workshops and virtual exercise sessions will take place through Zoom. These recordings **may** be used for the following purposes:

- Made available for members to re-watch in their own time only through the BJC Connect website
- Used for training purposes to improve our delivery and services

They will not be shared on other platforms.

Beware of what information you share during the live sessions especially when recording is taking place. Zoom will notify you that recording will be taking place upon joining a live meeting/workshop/exercise class.

### **Specific Terms and Conditions for Exercise Anywhere and In-clinic Supervised Group Exercise Members**

#### **Your entitlements:**

- All **virtual groups sessions** will be guided by an exercise professional, typically this will be with an Accredited Exercise Physiologist (AEP)
  - Varied options for each exercise will be given tailored to an individual
  - Further optimization of exercise prescription can be achieved if members have regular individual assessments/reviews with our Exercise Physiology team.
- Currently, there is no need to book in for virtual group sessions. Just click the zoom link.
- For those attending **in-clinic group sessions**, you will be provided with specific and progressive exercise prescription unique to your current status and goals
  - Clinical notes for each group session you attend will be recorded in your file

#### **Your obligations:**

- Only members can attend group sessions.
- Please ensure you dress appropriately and attend each session with a towel and a drink/water for hydration. For those exercising virtually, an exercise mat, chair and any appropriate exercise equipment are also recommended.

- If you feel faint or unwell during any exercise session, please sit or lay down as quickly as possible and place your hand up, wave and call out so that the facilitator/instructor can see you. If Zoom is the platform we are using, please “unmute” yourself and let us know.
- For **in-clinic group sessions**:
  - BJC Health requires that all clients have an assessment with an AEP prior to becoming a member.
  - We do not offer any childcare facilities. Children 12 and under are not allowed to wait whilst you exercise in the gym nor our waiting area.
  - We will all need to practice the following:
    - Social distancing meaning that each individual must keep 1.5 to 2 metres apart through the entire session. We will create a safe space that gives you sufficient room to move and allows you to perform the exercises prescribed to the best of your ability
    - Help with cleaning and hygiene protocols that include the use of hand sanitizer and wiping down of equipment after use with disinfectant
    - Wearing of masks would be advisable too if you are able to exercise with one on
    - Download the COVIDSafe App and have it on all the time to assist with contact tracing if the need arises
    - DO NOT attend in-clinic group sessions if you are sick. Please notify the exercise physiology team.
  - Those attending in-clinic group sessions must also book in for each session. As spaces are limited, this is essential. We will require you to download and use the GloFox application on your devices. Training will be provided if you have not used this app before.
    - We also request the following:
      - DO NOT attend if you have not booked in for in-clinic group sessions. You will be turned away.
      - Please cancel your booking via the app if you are no longer able to attend your session.
        - As groups have limited numbers, giving at least 12 to 24 hours notice would be appreciated. Repeat offenders may have their membership cancelled.
        - Members who have exercise packs will be automatically registered through Glofox as using up one of their pre-purchased sessions. Hence, it is important to cancel your booking if not attending.
- For those attending **virtual group sessions**:
  - make sure you have a safe space that will allow you to move freely so you don’t bump or hit objects. BJC Health cannot be liable for injuries caused in this manner. Please watch the following video discussing the dimensions of the [ideal space](#) to exercise with us.
  - your membership covers supervision only for you and hence you should be the only person performing the exercises being delivered online. For safety, no one else should be performing these exercises without prior approval.
  - please do not record any of our virtual groups. They remain the property of BJC Health and it would be a breach of copyright and privacy enforceable by law.

### **Group Session Times & Facilitators:**

A range of times throughout the week have been provided for both virtual and in-clinic group sessions. We aim to provide consistency with facilitators at specific times. However, there will be occasions when this is not possible due to sickness, leave and change of work arrangements for our team. We also take the liberty of removing group sessions when they are not well attended or when someone is unable to facilitate a session consistently.