

Whilst FLEX Fitness provides the **ultimate in training** we also endeavour to provide the ultimate in professionalism and customer service. In order to operate and function we require various personal information from you so we can essentially identify who you are and inevitably ensure we personalise our services to you; thus making your experience at FLEX Fitness superior to other leading fitness facilities.

Personal Information Obtained:

Details provided by you that confirm your identity, including individual financial, demographic & administrative information. This includes (but not limited to) your full name, address, date of birth, contact details for you in case of an emergency, driver's license number and information relating to your payment schedule as outlined in your membership contract agreement.

Collection of Personal Information:

We generally collect personal information from the individual directly when signing the membership contract agreement. In other instances personal information may be collected or updated via telephone, letter, email or when the individual attends FLEX and completes an additional form to update personal information.

Use & Disclosure:

Your personal information will be used to assist FLEX Fitness in providing you with a high standard of customer care & service.

Initially it is used to process your membership application; charges set up fees & administer your account. Your personal information is also used to provide health & fitness services, with health evaluations & fitness programs available at your request. We may also utilise member's personal information to communicate with you and provide details of up & coming special promotions, newsletters & other FLEX Fitness marketing material.

FLEX Fitness will not disclose your personal information for any other purpose without first obtaining your express or implied consent.

FLEX Fitness may however be required to disclose your personal information without your consent if the disclosure is;

- Required or authorized by law
- Required in order to investigate an unlawful activity
- Required by an enforcement body for investigation activities
- Necessary to prevent a serious & imminent threat to a person's life, health or safety, or to public health or safety; or
- In connection with any legal proceedings or prospective legal proceedings.
- If you have a defaulting account with FLEX Fitness we may also provide your details to a collection agency to assist in the recovery of overdue accounts and / or a Credit Reporting Agency for the purpose of creating or maintaining a credit file, within the provisions of the Privacy Act 1988;

Privacy Act 1988

- 1.1 The Customer and/or the Guarantor/s (herein referred to as the Customer) agree for Flex Fitness to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by Flex Fitness.
- 1.2 The Customer agrees that Flex Fitness may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by the Customer; and/or
 - (b) to notify other credit providers of a default by the Customer; and/or

- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer.

The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

- 1.3 The Customer consents to Flex Fitness being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 1.4 The Customer agrees that personal credit information provided may be used and retained by Flex Fitness for the following purposes (and for other purposes as shall be agreed between the Customer and Flex Fitness or required by law from time to time):
 - (a) the provision of Goods; and/or
 - (b) the marketing of Goods by Flex Fitness, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
 - (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.
- 1.5 Flex Fitness may give information about the Customer to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about the Customer;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- 1.6 The information given to the credit reporting agency may include:
 - (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
 - (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
 - (c) advice that Flex Fitness is a current credit provider to the Customer;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of Flex Fitness, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
 - (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once; and
 - (h) that credit provided to the Customer by Flex Fitness has been paid or otherwise discharged.

Security & Protection

FLEX Fitness is committed to keeping your personal information secure. We take all reasonable precautions to ensure your personal information is protected from unauthorised access, loss, misuse or alteration.

Your personal information may be stored in hard copy documents or electronically on FLEX Fitness software systems. We maintain physical security over our paper & electronic data stores; in ways of locks & security alarms. FLEX Fitness has computer and network security; by means of passwords and restricted access control to authorised staff for approved purposes only.

Personal Information Quality

FLEX Fitness' objective is to ensure that all information collected is accurate, complete and up-to-date. To assist FLEX Fitness in achieving its objective, please contact us to update or correct your personal information.

You can contact us at 223 Wanneroo Road, Balcatta WA 6021,
phone: (08) 9349 9733, facsimile: (08) 9349 9755 or
email: admin@flexfitness.net.au.

Our privacy policy is also available on our website:
www.flexfitness.net.au