

MOVE YOU - YOUR TERMS OF PARTICIPATION

Congratulations on requesting enrolment!

We have carefully created the MOVE YOU Program to provide you with individual guidance and group support about exercise and nutrition to help you gain confidence, feel healthier and improve or reduce your symptoms of prediabetes or type 2 diabetes.

We want to set out how the Program will work, your role and our expectations, costs and all the other necessary information.

1. Important information:

These dates are important:

- A. Your MOVE YOU Program start date is **Saturday 5 October 2019** and it finishes on **Friday 20 December 2019**.
 - B. We will contact you individually before the start of the Program to arrange a time for your first session (Individual Introduction, Goal Setting and 1 to 1 Exercise Session) and to arrange for your HbA1c blood and urine samples to be collected. This has to happen before **Friday 4 October 2019**.
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2. What we will do for you during the Program:

We will:

- A. **conduct an individual and group ‘welcome and introduction to the Program’ session**, where you will get to meet me, the other participants, complete initial lifestyle goal setting and ask any questions you may have.
- B. **conduct a weekly small group exercise class** (limited to the participants of the Program) in our small boutique Exercise Studio in Silverstream, Upper Hutt. This class will be a low impact exercise ‘circuit’ class with exercises adapted to your individual ability and confidence. These classes will be taken by expert exercise coaches and guidance will be given in a friendly way.
- C. **prescribe you an individual exercise program (IEP)**. In addition to the weekly small group exercise class, we will meet with you individually to decide upon and go over exercises tailored to your strengths and weaknesses. You will have free limited access to our Exercise Studio for the duration of the Program to enable you to do your IEP. We will meet with you individually again half way through the Program to review your IEP and make changes to it (if needed).
- D. **provide you with nutritional advice**. This comprises a small group nutritional advice session as well as one individual Q&A session during the Program.

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- E. **provide you with weekly opportunities to talk to experienced diabetes healthcare professionals** (a diabetes advisor and medical centre nurses (if necessary)) before and during the weekly group exercise classes.
 - F. **collect health indicator measures and track them over the course of the Program.** This will include HbA1c, kidney function (urine), blood pressure, weight and sub-maximal VO₂.
 - G. **conduct a ‘final session’** where you will be able to reflect on your progress and goal achievement during the Program as well as identify effective tools to help you move into the future.
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3. Your role during the Program:

You have the most important and primary role in your health. At the end of the day, the results you get will be due to your own efforts. The benefit of our Program is that it is designed to support you in making those lifestyle changes to better your health.

During the Program, we strongly encourage you to:

- A. **come to sessions with a positive and open mind.** Our Program is based on helping you to achieve your own individual goal.
 - F. **commit to the entire Program.** We want to give you the best chance of success and that takes time. This means attending every group session for physical, mental, social and emotional support, and committing to a minimum of 2 additional 45 minute individual sessions per week.
 - B. **follow our instructions.** You will not be asked to do anything that you strongly do not want to do. However, you will be instructed on how to perform exercises safely. It is important you follow this guidance. If you do not, we may have to review your ongoing participation in the Program.
 - C. **make your best efforts to eat healthily.** Perhaps even use a food diary to track your food each day. Your best results will come when you combine increased exercise and healthy eating.
 - D. **engage with other participants and our health professionals.** This will be one of the best ways for you to gain support and motivation from others going through similar challenges as you.
 - E. **be open about what is working and what is not.** This Program has been carefully designed. However, every individual is different. Talk to us, let us know what is working or when you have difficulties. Our aim is not to judge, but to support and encourage you to move forward towards your goal.
 - G. **turn up and participate.** This is the heart of our Program. Use the time to learn more, ask questions, and form supportive relationships with us and others in the Program.
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4. Things you need to do

Before the start of the Program, you need to do the following:

- A. **have a HbA1c blood test and a urine sample done before 4 October 2019;**
 - B. **pay us the Program fee as described below; and**
 - C. **contact us if you have any questions.**
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5. Program fee

If you meet the funding eligibility criteria agreed with Silverstream Health Centre, your fee for our Program is reduced to \$100.00.

By you 'Requesting Enrolment', we will confirm your eligibility or not within 3 working days by email to you. If you are confirmed as eligible, we will provide you with payment details. Your enrolment is only reserved until you make payment, at which point we will confirm your enrolment.

If you do not pay the Program fee as set out, we may end your participation in the Program and you will also be responsible for all collection and enforcement costs.

6. Refunds

We will refund part of your Program fee only where due to medical circumstances or events it is physically unsafe (as certified by your GP or specialist) for you to continue. Your refund will be an amount that takes into account how far through the Program you are, and any administrative and other payments that we are required to pay regardless of whether or not you complete the Program.

If something happens that means we have to end the Program part way through, we will explore reasonable options to continue. However, if we think that continuing is impractical, we may end the Program early. You will receive a refund as outlined above.

7. Your health information

During the Program we will collect some of your health information (your HbA1c & kidney function results, blood sugar levels, blood pressure, weight and submaximal VO2). We will collect this information directly from you where possible, or from your GP. **You consent to us collecting the results of your blood and urine tests in connection with the Program from your GP.**

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Your health information is being collected for the purposes of tracking your body's response to changing your lifestyle, and understanding and adapting the efficacy of the Program. It will be seen by us, our Program providers, or where you consent to other disclosure.

Also, we may use or disclose this information other medical professionals where we feel that it may prevent or lessen a serious risk to your life or health.

We will not provide any of your health information to your employer unless you ask us to do so.

We will take reasonable steps to keep your health information secure.

At the end of the Program, we may anonymise your health information to provide statistical information about the Program. This anonymised information may be retained indefinitely for the purpose of conducting or evaluating the Program.

At any time, you have the right to access your personal health information that we hold and to ask that it be corrected.

If you have any questions about this, please contact our Privacy Officer at support@moveme.nz.

8. Our disclaimer

The MOVE YOU Program is for educational use only, and although we have taken care to involve appropriate medical professionals in parts, the Program is not individual medical advice. It does not serve as a substitute for consultation, diagnosis or treatment of a qualified physician or healthcare provider. If you have any concerns about your medical circumstances, please discuss them with your GP or specialist.

By participating in the Program you understand and agree that engaging in any physical exercise and using exercise equipment may involve personal risk of injury or damage. You waive, release and discharge us, our officers, employees and contractors of any and all claims, demands, actions or damages of any kind resulting from participation in the MOVE YOU Program, including from exercise at the Exercise Studio.

We exclude all liability, including any implied liability, as is allowable at law. If liability cannot be excluded, our liability is limited to your Program Fee in aggregate for all and any claims made.

9. Other things you should know

- A. This agreement is between you and us, being The Weights Room Limited;

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- B. It starts on the date you sign it below and finishes at the end of the follow up period (20 December 2020), or earlier if you leave the Program for any reason or if the Program finishes early for any reason.
- C. In the unlikely event we should dispute anything in this agreement or in connection with it, either one of us shall notify the other in writing about the dispute, setting out a view of the facts and how the notifier wants it resolved. If the dispute is not resolved within 15 working days of such notice being given, either of us may pursue a claim in the Disputes Tribunal.
- D. Neither us or you will start any Court proceedings unless we have complied with C. above.
- E. Non-payment of your Program fee is not a dispute and we can start collection and enforcement action without going to the Disputes Tribunal.
- F. Before you can use one of the Exercise Studio(s) for the purpose of doing your Individual Exercise Program, you will be required to sign a MOVE YOU Limited Membership Agreement. It's purpose is to set out how the Studio works and the conditions which will apply to your use of it.
- G. No variation of this agreement will be effective unless in writing and signed by you and us.
- H. Your obligations under clause 5 above will survive the termination or expiration of this agreement.
- I. You and we may sign different copies of this agreement (counterparts), each of which will be deemed to be an original, all of which taken together will constitute one agreement. Signatures delivered by email via PDF or otherwise are effective.

If you have any questions or comments about this Agreement, please contact us at support@moveyou.nz.