

...BODYREVIVAL... HEALTH & FITNESS



INCLUSIONS, TERMS & CONDITIONS

Body Revival membership applies to all new members. Term fees are a minimum sixteen (16 to 52) weeks (depending on package chosen) that have a start and expiry date. The fee is paid weekly or fortnightly on a direct debit process depending on which payment option the client chooses. The rate per session times by the number of weeks in the term period equals the amount. If payment is made through credit card or direct debit and cancellation is requested by the client after completion of package the client must request a cancellation form from the Management team via email and fill out the form and email back (30 days) before the clients wishes to discontinue training with **Body Revival Health & Fitness**. Cancellation must occur when sessions are not suspended.

Direct Debit

By signing your package form you authorise Ezidebit Pty Ltd CAN 096 902 813 (User ID 165969, 303909, 301203, 234040, 234072, 428,198) ("Ezidebit") to debit payments from your account, as specified in the package form, at intervals and amounts as directed by Lapira Enterprises Pty Ltd Atf Lapira Discretionary Trust ("The Business") as per the Terms and Conditions of your agreement with the Business. Admin Set Up Fee of \$110 and Initial Registration \$97 (Initial Registration is subject to change without prior notice) and will be debited out of your chosen account on the first direct debit, all direct debits are paid in advance so the first direct debit that will occur will be pro rata, plus a fortnight ahead direct debits occur on a Friday once a fortnight. Initial Registration & Body Revival Admin Set Up Fee will be charged at the first debit unless pre-organised with Body Revival. Direct debits are a minimum and are **continuous** beyond the package/membership you have chosen. All direct debit suspensions will be charged \$16.25 (including transaction fee) administration fee. Please ensure there are funds in the chosen account, if automatic debit bounces back you will be charged a dishonour fee of \$5.

BR All Access Pass \$2 per week is charged in addition to the members chosen package for the BR All Access Pass – this pass is compulsory on all packages and allows the member access to Unlimited Gym Usage, Member training events, technique workshops, mindfulness & lifestyle seminars, live nutrition tutorials, BR social events, 24/7HR online nutrition support, social media support groups, weekly check ins/ accountability, access to all BR locations, mummy revival support.

Credit Card and Bank Account Fees All direct debits via a bank account and credit cards will incur a setup fee of \$3.30 (once only), bank account transaction fee \$1.25, credit card transaction fee VISA/Mastercard 2.2% (minimum charge \$1.25) AMEX/Diners 4.4% (minimum charge \$1.25).

Direct debit is an automatic weekly or fortnightly deduction from a credit card, bank, building society or credit union account (Visa, MasterCard, Amex, Diners). Direct debit clients pay pro rata for their first debit and on the following scheduled debit the full amount as per their chosen package. The minimum term of direct debit fees is dependent on package chosen by the member at the time of joining and is explained during the sign up process. Any pro rata payment or suspensions do not qualify as a full direct debit payment. After the initial sixteen (16 to 52) weeks (depending on package chosen), the client may cancel the direct debit. Such request of cancellation **MUST** be made via email to hello@bodyrevival.com.au and 30 day notice is required leading to the intended cancellation date to take effect. If the client wishes to continue training with **Body Revival Health & Fitness**, after the initial sixteen (16 to 52) weeks then the client does not need to request to continue training to the trainer and it will be anticipated that the client wants to continue training and the direct debit fee will continue as normal if cancellation via email has not been requested. If the client wishes to discontinue their training at **Body Revival Health & Fitness** the client must request a cancellation form via email and request cancellation in writing 30 days before the client wishes to discontinue training with **Body Revival Health & Fitness**. The cancellation form must be provided to the accounts team 30 days prior to cancellation of direct debit fee VIA EMAIL. Verbal request without a supporting email request will not be considered valid.

Contract and Payment Dishonour If a client missed a payment, dishonour texts will be sent to the client as a reminder. Depending upon your payment type you use to purchase your **Body Revival** membership, a failed payment may result in a dishonour fee actioned by Ezidebit of up to \$14.80. Please note this cost is subject to change at Ezidebit's discretion. Accumulation of missed payments will result in the member to receive formal letters and emails from the Body Revival Accounts Team as a follow up to the missed payments. Failure to respond to the request will result in the matter to be handed over to the debt collection agency for further action. The chosen debt collection agency will act on behalf of **Body Revival Health & Fitness** to recover the owing payments. Once the matter is passed on to the debt collection agency, the member is responsible to pay the owing payment amount with an additional of 30% service charge to cover the cost of administration and handling.

Missed Session Policy | Group Fitness If a client cannot make a session, they need to cancel their booking via Body Revival Health and Fitness application at least 2 hours before the class starts. Any cancellations within the 2 hour window before the class will not be possible. Any missed classes that have not been cancelled at least 2 hours prior by the client will incur a \$5 "no show" fee that that will be charged with the next scheduled debit. The client may make it up at another session time or clients may attend other available sessions to make up for their missed session/s. Clients must make up a missed session within two (2) weeks, from the day when the session was missed. Clients are only able to make up their sessions if the package has not expired and/or if package has been updated.

Suspension Policy

Suspension request must be emailed to hello@bodyrevival.com.au and must be sent 7 days prior to suspension. Maximum of 2 week suspension per 26 week period. Suspensions for less than one week cannot be processed, missed sessions can be made up within two weeks. All suspensions have a \$16.25 processing fee (including transaction fee). Payments will automatically resume after the final end date provided on the below suspension form. For all suspension requests above 2 weeks due to holiday or medical reasons; official documentation will be required for suspension to be finalised.

Offer and Acceptance

These conditions apply to all Services supplied by **Body Revival Health & Fitness** to the applicant unless expressly varied in writing by **Body Revival Health & Fitness**. **Body Revival Health & Fitness** reserves the right to accept or reject the application for client enrolment.

Terms of Payment Anything to the contrary contained or implied in the enrolment form notwithstanding the purchase price is to be paid in the currency of the country where the payment is made free of exchange and without deduction of any kind. Fee instalments shall be payable on the contract date pertaining to each calendar month during the period of the contract, whether the facilities or services are used or not. The applicant shall not be entitled to withhold payment of any amount due on account of any claim against **Body Revival Health & Fitness** whether admitted or disputed. In the event that the Applicant shall; fail to pay for the services of any instalment or instalments thereof at the times provided herein; cause **Body Revival Health & Fitness** at any time to have a justifiable doubt as to the ability of the applicant to make payment of its obligations pursuant to the contract; then **Body Revival Health & Fitness** may in addition to any other rights or remedies which it may have hereunder be entitled in its absolute discretion to; cancel this contract and any other contracts; treat this and any other contracts as having been repudiated by the applicant. **Body Revival Health & Fitness** have a non-refund policy in any circumstance that may arise. Purchased sessions cannot be bought, forwarded or given to any other party. As a security measure members credit card details will be kept on file in the event that a payment bounces.

Acknowledgement of Risks, Injury and Obligations I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity: 1) I may be injured, physically or mentally, or may die. 2) My personal property may be lost or damaged. 3) Other persons participating in such activity may injure or may damage my property. 4) I may cause injury to other persons or damage their property. 5) The conditions in which the activity is conducted may vary without warning. 6) I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of the instructor. 7) There may be no or inadequate facilities for treatment or transport of me if I am injured. 8) I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and Indemnity to the Instructor In consideration of the acceptance of my payment for participating in the activity (and except to the extent that the same may

be precluded by statute) I agree to release and indemnify the instructor as follows: 1) I participate in the activity at my sole risk and responsibility. 2) I release, indemnify and hold harmless the **Body Revival Health & Fitness** instructor, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever. I also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the **Body Revival Health & Fitness** Instructor or company in respect of that injury or damage.

Money Back Guarantee Money back guaranteed results only applies to Body Revival members who train consistently for 4 sessions or more a week for a minimum of 16 weeks and follows a healthy eating regime that has been written by a certified nutritionist. The client must undertake assessment consistently every 4-6 weeks to record any changes and this will be one of the main sources used to prove results. If client does not do a minimum of 4 sessions a week for 12 weeks, does not undertake assessments, and doesn't follow a healthy eating regime that has been written by a certified nutritionist no money will be refunded.

Exclusions This is a substitute for and excludes all express and implied conditions, warranties or liabilities of any kind relating to the Services sold and save as expressly provided in this clause, **Body Revival Health & Fitness** shall be under no liability under Contract or Otherwise for any injury, loss or damage of whatsoever kind or howsoever caused by or anything done or omitted to be done in connection with the services or work in connection therewith. The Applicant shall not have any claim of any nature whatsoever against **Body Revival Health & Fitness** for any failure by **Body Revival Health & Fitness** to carry out any of its obligations under contract as a result of a force majeure including but without being limited to strike, lock out, shortage of labour or material, delay in transport, stoppage or break down of machinery, accident of any kind, any default or delay by any **Body Revival Health & Fitness** suppliers or sub-contractors, riot, political or civil disturbances, the elements, act of god, any act of any State or Government or any authority or any other cause or any nature whatsoever directly beyond **Body Revival Health & Fitness** control.

Warranties The Applicant warrants that the information it has given is true and correct and acknowledges that any discrepancy shall be deemed to constitute a breach of these terms and shall entitle **Body Revival Health & Fitness** to terminate this Agreement forthwith and take any action which may be necessary in order to protect its interest. The Applicant warrants that they are physically and mentally sound to proceed with normal course of exercise

General In the event of any inconsistency between any document and these Terms and Conditions of Client, then the latter shall prevail. The validity interpretation and performance of the enrolment shall be governed by the laws of the State or Territory in which you permanently reside. These conditions apply to all Services supplied by **Body Revival Health & Fitness** to the Applicant unless expressly varied in writing by **Body Revival Health & Fitness**. I acknowledge that the agreement may not be transferred to any other person without the consent of **Body Revival Health & Fitness**. Prices, policies, procedures and terms and conditions may change at any time without notice. In signing this contract all members will comply and agree with any of the changes to the prices, policies, procedures and terms and conditions that may take place. Each member has the right to ask for a copy of the prices, policies, procedures and terms and conditions at any time to ensure they are up to date with any changes that may have occurred. As a Body Revival member, visitor or user recognize that all Body Revival Health and Fitness facilities are monitored via camera and surveillances services for the safety and security of the members and the company's facilities accepting all terms of this disclaimer notice.

Members Gym As a member of the gym program the member agrees and understand that the membership options are for a minimum term and will continue until the membership is cancelled or suspended by the member. If the member wishes to cancel their membership at the end of their minimum term it is the members responsibility to inform a **Body Revival Health and Fitness** customer care team via email at customercare@bodyrevival.com.au. All membership cancellations require 30 days' notice by submitting a cancellation form after the cancellation interview at any Body Revival location. Body Revival Health & fitness recognizes that not every member will be able to perform every exercise and will take no responsibility for any injury caused by poor technique or miss management of exercises. Members exercise at their own risk. It is important to know that members can book in for personal training sessions, assessments and personalized programs to help improve knowledge and technique execution. Such services are classified as additional service and does not automatically include in the gym membership. Additional charges will apply if such services are undertaken by members.

Personal Training Policy Personal Training sessions are arranged for clients and members with a contracted personal trainer at a scheduled time that will be recurring for the duration of their personal training membership. If a client or member requests changes to their scheduled session they are able to do so. **Outside of 24 hour's notice** of the client or member's session, a reschedule request will have no added cost and the session will be rescheduled with a trainer. Cancellation of the session will have no charge for the session and a reschedule option is available. **Inside of 24 hour's notice** of a client or member's session, a reschedule request will incur an immediate late notice fee of \$25.00. The session will be rescheduled with a trainer. Cancellation of session will be charged as per normal (full PT session cost) and reschedule option is available.

Membership Cancellation within the Minimum Term

Body Revival Health & Fitness Memberships cancelled within the minimum term will be required to pay the remaining balance of the agreement in full before the cancellation can occur. This does not apply if the member is able to provide **Body Revival Health & Fitness** with satisfactory documentary evidence (e.g. medical certificate) verifying that the member is suffering from a permanent sickness or incapacity. In case of relocation member will be moved to an online training package.

Cancellation request / downgrade request due to injury

If a member claims to have an injury that may prevent them from participating in group sessions that could aggravate their injury, the member has the following options;

- Suspend their membership until they have fully recovered from their injury or illness. A medical certificate will need to be attached.
- Consult with Body Revival management and organize alternative sessions that **Body Revival Health & Fitness** can cater for the member and their injury.
- If body revival can cater for your injury or medical issue the package can be transferred accordingly, with the package being either upgraded or downgraded.
- If the membership package has been altered due to injury or illness the package will remain for the duration of the initial commitment i.e 16, 36, or 52 weeks.
- The total number of sessions can be changed or altered.

Upgrading your Membership When a member chooses to upgrade their membership they are agreeing to start the upgraded package from the date of the upgrade and will be held to a new membership agreement for the duration of that term. The previous agreement will be found null and void once the upgraded membership agreement has been processed. A membership upgrade can be made at any time by a member and will take 14 days to process.

Downgrading your Membership Membership downgrades can be processed at any time after the minimum term. If a member wishes to downgrade their membership within the minimum term, the package can be downgraded by the number of sessions per week only, the total cost price of the original agreement must be fulfilled therefore package will be extended by (x) amount of weeks if a downgrade has occurred to reflect on the original total price of the package agreement. A package downgrade must be requested by emailing hello@bodyrevival.com.au and may take up to 14 days to process.

Cooling Off Period If a member's circumstances change and they wish to cancel their membership, the member has a two (2) day cooling off period. The cooling off period starts from the date that the membership agreement was signed by the member. The Initial Registration fee of \$97 made to **Body Revival Health & Fitness** will be forfeited by the member if they wish to cancel their membership within the cooling off period. **Compulsory BR Admin**

Set Up Fee & Initial Registration Fee. When getting started with **Body Revival Health & Fitness** all members are required to pay the compulsory BR Admin Set Up Fee for \$110 and Initial Registration Fee for \$97. The BR Membership includes the Administration Set Up costs of the membership. The Initial Registration includes a Body Revival Fitness Pack, Body Revival App Setup and an initial Inbody Scan. BR Membership and Initial Registration is compulsory for every new member and must be paid prior to commencement of membership irrespective of whether the member would like to take up a personal trainer Fitness Assessment and fitness pack.

Minimum Age Requirements Members Gym: 13 – 17 years old must be signed off by parental/guardian consent. All members under the age of 18 years must be booked in for a 30 min assessment with a trainer to go over the correct use of the gym equipment and appropriate gym etiquette. Group Fitness: 14 – 17 years must be signed off by a parent / guardian. (bootcamp, boxing, body tone, etc.) Personal Training: 12 – 17 years must be signed by parent / guardian. Each session will be with a Personal Trainer. CrossFit: 16 – 17 years must be signed off by parent / guardian.

Release of liability form must be filled out and signed prior to commencement for all members under the age of 18 years old.

Membership Etiquette Policy Respecting our equipment; it is the members' responsibility to use the equipment correctly, including adjusting levels or settings. If a member is unsure on how to use the equipment, the member must ask a staff member on how to use the equipment or book in for an assessment or program with a personal trainer. Please note that any damage caused by the Member or Guest through a willful act or negligence will be held responsible to cover the cost of replacement or repair. As a courtesy to other members of the facility; a clean towel is required when using equipment. Time limits must be kept to equipment as well as the set open hours. All equipment must be returned after use and no photos are to be taken whilst in the facility without written notice. Wearing suitable clothes; all members must wear suitable clothes and enclosed sports shoes in all exercise areas provided by **Body Revival Health & Fitness**. Clothing with offensive images and advertising will not be allowed. If the membership etiquette policy is found to be breached a warning process will be put in place, and a meeting with management may result in instant cancellation of membership.

Threatening or harassing others, damaging equipment, use of illegal or performance enhancing drugs and instructing other members when the appropriate authorisation to do so, has not been given, can also result in an instant cancellation of membership.

Mums and Bub's Classes Policy, Etiquette and Release of Liability. **Body Revival Health & Fitness** offers the opportunity for parents to bring along their child/children whilst they participate in a Mums and Bubs session. It is important for all participating parents to take full responsibility of their child and is imperative that parents keep total control over their child whilst the child is on the premises. Each parent must realise that the environment can be extremely dangerous to a child and must maintain that their child stays in the designated areas provided for the children by **Body Revival Health & Fitness** at all times. By participating in the Mums and Bubs classes with **Body Revival Health & Fitness** each parent agrees to accept all responsibility for any actions taken by their children, including any damage to personal property, injury to any person (including themselves), business or office equipment and acknowledge to cover the cost of repair whether the act be intentional or non-intentional.

InBody Scan and Nutrition Guide: Before we make any recommendations, it is important that you understand the following terms and take into consideration of the following:

- Consult a doctor. We are not experts in this area, either are most trainers, we can guide you in the best we know how, but do understand that this is a guide only.
- The information given is not intended to replace medical advice.
- Before beginning this or any other nutritional or exercise regime, consult your physician to be sure it is appropriate for you.
- Nutritional advice will vary from one person to another. The information here is designed to help you make informed choices regarding your health.
- These guidelines are nutritional ideas to get you on the right track.
- Nutritional advice neither assumes any legal liability nor makes any warranty or guarantee, either express or implied, regarding the usefulness, accuracy and effectiveness of this information.

Privacy: Body Revival Health & Fitness is legally bound by the National Privacy Principles set out in the Privacy Act 1988 (Cth) as amended. We are committed to respecting the privacy of individuals through ensuring the security of personal information about them. **Body Revival Health & Fitness** will collect certain personal information from you in order to provide you with Group Fitness Services. In order to fulfil our obligations under the Privacy Act, the necessary security measures have been put in place to minimise the risk of unauthorised access to or loss of personal information. In the course of providing services to you, we may:

- Use the information for the purposes of rendering services to you, such as introducing new products or services to you
- Share the information with companies within the **Body Revival Health & Fitness** Group.
- Although any photography or video that may be taken during a session may be used for advertising material within the **Body Revival Health & Fitness** group.

The Privacy Act is not intended to interfere with legal obligations to disclose information for law enforcement and regulatory purposes. Accordingly, we will cooperate with all law enforcement bodies in providing information when required. In each of the above situations, only information that is necessary for each situation would be disclosed. You can request to see your personal information maintained at our offices by making a written request to the management. We would welcome any changes to your details so as to keep our records up-to-date. **Body Revival Health & Fitness** recognises that the law allows you to elect not to provide your personal information.

However, please note that by not providing personal information, we may not be able to offer our services to you. Please note terms and conditions are subject to change without notice, an updated copy can be provided upon request.

Online Programs

Body Revival membership applies to all new members.

The fee is paid weekly or fortnightly on a direct debit process depending on which payment option the client chooses. If payment is made through credit card or direct debit and if cancellation is requested by the client after completion of package the client must request a cancellation form from the Management team via email at hello@bodyrevival.com.au fill out the form and email back (30 days) before the clients wishes to discontinue training with Body Revival Health & Fitness. Cancellation must occur when sessions are not suspended.

Contract and Payment Dishonour

If a client missed a payment, dishonour texts will be sent to the client as a reminder. Depending upon your payment type you use to purchase your Body Revival membership, a failed payment may result in a dishonour fee actioned by automatic payment provider of up to \$14.80. Please note this cost is subject to change at payment provider's discretion. Accumulation of missed payments will result in the member to receive formal letters and emails from the Body Revival Accounts Team as a follow up to the missed payments. Failure to respond to the request will result in the matter to be handed over to the debt collection agency for further action. The chosen debt collection agency will act on behalf of Body Revival Health & Fitness to recover the owing payments. Once the matter is passed on to the debt collection agency, the member is responsible to pay the owing payment amount with an additional of 30% service charge to cover the cost of administration and handling.

Acknowledgement of Risks, Injury and Obligations

I acknowledge that the activity I am to undertake is a dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity: 1) I may be injured, physically or mentally, or may die. 2) My personal property may be lost or damaged. 3) Other persons participating in such activity may injure or may damage my property. 4) I may cause injury to other persons or damage their property. 5) The conditions in which the activity is conducted may vary without warning. 6) I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract of the instructor. 7) There may be no or inadequate facilities for treatment or transport of me if I am injured. 8) I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and Indemnity to the Instructor

In consideration of the acceptance of my payment for participating in the activity (and except to the extent that the same may be precluded by statute) I agree to release and indemnify the instructor as follows: 1) I participate in the activity at my sole risk and responsibility. 2) I release, indemnify and hold harmless the **Body Revival Health & Fitness** instructor, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever. I also agree that in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the **Body Revival Health & Fitness** Instructor or company in respect of that injury or damage.

Warranties

The Applicant warrants that the information it has given is true and correct and acknowledges that any discrepancy shall be deemed to constitute a breach of these terms and shall entitle Body Revival Health & Fitness to terminate this Agreement forthwith and take any action which may be necessary in order to protect its interest. The Applicant warrants that they are physically and mentally sound to proceed with normal course of exercise

General

In the event of any inconsistency between any document and these Terms and Conditions of Client, then the latter shall prevail. The validity interpretation and performance of the enrolment shall be governed by the laws of the State or Territory in which you permanently reside. These conditions apply to all Services supplied by Body Revival Health & Fitness to the Applicant unless expressly varied in writing by Body Revival Health & Fitness. I acknowledge that the agreement may not be transferred to any other person without the consent of Body Revival Health & Fitness. Prices, policies, procedures and terms and conditions may change at any time without notice. In signing this contract all members will comply and agree with any of the changes to the prices, policies, procedures and terms and conditions that may take place. Each member has the right to ask for a copy of the prices, policies, procedures and terms and conditions at any time to ensure they are up to date with any changes that may have occurred. As a Body Revival member, visitor or user recognize that all Body Revival Health and Fitness facilities are monitored via camera and surveillances services for the safety and security of the members and the company's facilities accepting all terms of this disclaimer notice.

Membership Cancellation within the Minimum Term

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Cooling Off Period

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Minimum Age Requirements

Members Gym: 13 – 17 years old must be signed off by parental/guardian consent.

Intellectual Property

No part of the Information may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without Body Revival's prior written consent. However, you may download and print these Terms and the Online Privacy Policy for your personal non-commercial use.

Member Submissions

You irrevocably grant to Mummy Revival a non-exclusive, royalty free, perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such reviews and comments throughout the world in any media. You agree not to post any review or comment that contains any unlawful, threatening, abusive, defamatory, obscene, or infringing material. If you do, you agree to indemnify Mummy Revival for any losses, costs, expenses or damages that Mummy Revival may suffer or incur as a result.