

# TERMS AND CONDITIONS APPLY TO IN HOUSE AND ONLINE PROGRAMS

## **Body Revival membership applies to all new members.**

Term fees are a minimum term, unless otherwise specified in the adjustment section of your package agreement. The minimum term of client's package is based on the total value of the membership (weekly fees times the amount of weeks of package chosen by client), meaning that the total value of the package has to be fulfilled to complete the minimum term.

## **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. All direct debits are paid in advance so the first direct debit that will occur will be pro-rated. Direct debits are based on your minimum term and will continue beyond the package/membership you have chosen.

## **Credit Card and Bank Account Fees**

All direct debits will incur a bank account transaction fee \$1.25, or credit card transaction fee VISA/Mastercard 2.2% (minimum charge \$1.25). Direct debit is an automatic weekly or fortnightly or monthly deduction from a credit card or bank 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. Any pro rata payment or suspensions do not qualify as a full direct debit payment. After the initial minimum term, the client may cancel the direct debit. Such request of cancellation MUST be made via email to [hello@bodyrevival.com.au](mailto:hello@bodyrevival.com.au) and 30 day notice is required leading to the intended cancellation date to take effect. The cancellation form must be submitted 30 days prior to cancellation to ensure the cancellation has been processed. If the client wishes to continue training with Body Revival Health & Fitness, after the minimum term then the client does not need to request to continue training, 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, verbal request without a supporting email request will not be considered valid.

## **Updating Account Details**

You can update your account or credit card details anytime, although if payments can not be processed due insufficient funds or incorrect updated details Body Revival / Mummy Revival reserves the right to revert back to any previous account details.

## **Contract and Payment Dishonour**

If a client missed a payment, dishonour texts or emails 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. Body Revival and it's partners will not be responsible for any overdraft occurs due to insufficient amount of funds in the client's account. Accumulation of missed payments will result in the member to receive formal letters and emails from

the Body Revival Debt 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 35% service charge to cover the cost of administration and handling. Once the debt is handed over to the debt collection agency all contact regarding the debt needs to be with the debt collection agency.

### **Missed Session Policy | Group Fitness**

If a client cannot make it to a session, they need to cancel their booking via Body Revival Health and Fitness app 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 or "no shows" 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](mailto:hello@bodyrevival.com.au) and must be sent 7 days prior to suspension. Maximum of 2 weeks suspension per 26-week period. If you are needing to suspend for more than 2 weeks due to a special circumstance, Body Revival may ask for further details and evidence please email [hello@bodyrevival.com.au](mailto:hello@bodyrevival.com.au) to request an extended period if required. Body Revival holds the right to approve extended suspensions. Memberships can only be suspended in full weeks intervals. This will ensure the direct debit date you originally have selected will not be affected and will remain on the same format as initially requested. As an example, if you are away on holidays for 16 days, we suggest to suspend your membership for 2 weeks as you will have the remainder of that week to make up your session. If you are on a 2 or 3 sessions per week membership package, Suspensions for less than one week cannot be processed as missed sessions can be made up within two weeks. 1-week suspensions are only valid for VIP Unlimited Package. All suspensions will incur an initial cost of \$15 for the first fortnight and \$10 per week for each following week, which the client agrees to pay using established direct debit setup with Body Revival Health and Fitness, these payments will occur as per your normal debit dates. If the suspension Fee declines the members account will automatically come off suspension and be active again.

### **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.

### **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/or 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. In the event of any inconsistency between any signed document and these Terms and Conditions of Client, then the former 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 surveillance services for the safety and security of the members and the company's facilities accepting all terms of this disclaimer notice. Service charges will not be changed without client's consent.

### **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 after the minimum term as an ongoing membership until the membership is cancelled by the member. 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 mismanagement of exercises. Members exercise at their own risk. It is important to know that members can book in for personal training sessions, semi-private coaching sessions, assessments and personalized programs to help improve knowledge and technique execution. Some of the 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 hours' 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 hours' notice of a client or member's session will be considered as a complete session paid in full.

### **Transformation Program Policy**

If for any reason you wish to cancel your Transformation program within your minimum term due to a special circumstance Body Revival / Mummy Revival reserves the right and will charge at their own discretion. The amount charged will be up to Body Revival / Mummy Revival discretion as all the information and content provided for the program is provided upfront prior to the clients last payment.

### **Membership Subscription Policy**

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. In case of relocation member has to provide evidence of new address that is outside of 20km range from any Body Revival facility, 30 days cancellation notice will apply. The member can transfer their membership to another person. If payment is made through credit card or direct debit and the client wishes to cancel their membership at the end or after their minimum term it is the members responsibility to inform a Body Revival Health and Fitness accounts team via email at [hello@bodyrevival.com.au](mailto:hello@bodyrevival.com.au) if they wish to cancel, and must go through a cancellation consultation process this may be a series of questions as simple as asking the client the reason for cancellation and what Body Revival Health & Fitness can do to maintain the relationship etc. All membership cancellations require 30 days' notice by submitting a cancellation form. The 30-day notice applies when the cancellation form has been submitted. Cancellation can only occur when sessions are not suspended, and membership cannot be suspended during the cancellation period. The client cannot downgrade their membership during the 30-day cancellation period.

### **Change of package due to injury**

If a member claims to have an injury that may prevent them from participating in group sessions the member can Consult with Body Revival management and organize the package to be transferred to a different service. If the membership package has been altered due to injury or illness the package will remain for the duration of the initial total cost of package.

### **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 continue to maintain their minimum weeks on their current package. A membership upgrade can be made at any time by a member.

### **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](mailto: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 24 hour cooling off period during which they need to provide a written request to cancel their membership via email to [hello@bodyrevival.com.au](mailto:hello@bodyrevival.com.au). The cooling off period starts from the date and time the agreement has been formed

between client and Body Revival. Any payments made prior to providing the cancellation notice will not be refunded.

### **Minimum Age Requirements**

All members of Body Revival between the age of 8 – 17 years old must be signed off by parental/guardian consent. 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 wilful 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 use as well as the set open hours. All equipment must be returned after use. 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 and may be taken further.

### **Children at Body Revival Facilities 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 Body Revival services. 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 selected session participate 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. Body Revival hold no responsibility. Release and Indemnity to the Instructor/and or Body Revival staff In consideration of the acceptance of my payment for participating in the activity and my child/children to the premises (and except to the extent that the same may be precluded by statute) I agree to release and indemnity the instructor and/or all Body Revival as follows: 1) I accept all responsibility for any actions taken by my child, 2) I release, indemnity and hold harmless the Body Revival Health & Fitness instructor and/or staff, 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 my child or their property whether by negligence, breach of contract or in any way whatsoever. I also agree that in the event that my child is injured or their 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.

## **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.

## **General**

In the event of any inconsistency between any document and these Terms and Conditions of Client, then the later 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 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, visitors or user recognize that all Body Revival Health & Fitness facilities are monitored via camera and surveillance services for the safety and security of the members and the company's facilities accepting all terms of this disclaimer notice.

### **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 and Body 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 and Body Revival for any losses, costs, expenses or damages that the company may suffer or incur as a result.