

## General Terms

These terms and conditions form part of and apply to your membership and participation in activities at The Body Factory Pty Ltd, ABN 35 169 093 994.

Full membership entitles you to Group Fitness and Yoga. Yoga membership entitles you to Yoga only. Personal Training and other activities incur separate charges as arranged at the time.

You must abide by the rules of The Body Factory and instruction of its representatives at all times. Failure to do so may result in termination of the activity without refund.

You are required to wear appropriate clothing and footwear. Footwear should be comfortable and provide adequate support.

## Cancellation and Reschedule

24 hours is required if cancelling an appointment. Any time within 24 hours, unless a medical certificate can be supplied or reason agreed by The Body Factory, you will be charged the full price of session.

A minimum of 12 hours is required if rescheduling an appointment. If the time requested is unavailable and a new time cannot be arranged, the appointment must either be completed or cancelled at full expense.

If you fail to appear for a scheduled time, with no contact made – no refund will be provided and you will be charged for that session.

All cancellations must be personally confirmed – either by phone call, email or text or personal message to the trainer directly. Social media posts will not be accepted as a legitimate form of contact.

## Payments and Refunds

You are personally responsible for payment to us of the membership, and other fees as and when they are due. It is your responsibility to ensure that you have sufficient funds in your nominated bank account or credit card when payments are to be debited. If there is insufficient funds in your nominated bank account or credit card, or there is another reason that your account was unable to be debited, you will be responsible for any administration fees and or collection fees charged by The Body Factory and/or any third-party billing providers or suppliers.

Unless otherwise arranged The Body Factory requires payment in full by direct debit at the beginning or prior to any activities. Refunds may apply if a valid reason can be provided as set out under cancellations and reschedules.

For membership and packages The Body Factory has a seven-day cooling off period. If you are not satisfied within this time you can request a full refund. Anything outside of this time is non-refundable.

We do not reduce your membership fees because The Body Factory is closed for renovations or for a public holiday.

## Suspension and Termination of Membership

Membership is for a minimum term of 6 months from the first debit date, after which if you wish to suspend your membership, you must notify us of your request by email and provide us with a four-week notice period. You will not be able to participate in activities while your membership is suspended and you must ensure that your membership fees are up to date prior to suspension.

After a minimum term of 6 months from the first debit, you may cancel your membership at any time with a four-week notice period by email notification. You may cancel your membership for medical reasons at once by providing a doctors certificate stating you are not able to participate in activities.

We may terminate your membership immediately by emailing you at the contact address we have.

We can refuse you entry to the facilities and services or cancel your membership immediately if you behave in a way that is risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

## Privacy Policy and Personal Information

We are committed to respecting your privacy. Our Privacy Policy is available on our website and sets out how we collect, use, store and disclose your personal information.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms. For further information on how we may collect, store and use your personal information, and how you may access your personal information refer to our Privacy Policy or contact us at [getstarted@thebodyfactory.com.au](mailto:getstarted@thebodyfactory.com.au).

## Marketing and eDM

By providing us with your contact information, you consent to receive marketing information and service messages from us in relation to services/products as provided by us. If you do not wish to receive marketing information or service messages it is your responsibility to inform us.

## Parking

When participating at The Body Factory, you must park at all times in designated spaces as advised by The Body Factory or use the available street parking.

## Liability and Waiver

These terms apply to your participation at The Body Factory and in participating in any Body Factory activity, you agree to these terms.

You agree, subject to law, to exclude The Body Factory or representative of, of any loss or damage arising from theft of property belonging to you, or to your guest.

You acknowledge that participation in activities may be strenuous and require a pre-measured level of skill and fitness.

If you believe that there is a risk to your health from participating in any of the activities, you agree to disclose this and not to participate.

You warrant to The Body Factory and associated trainers that at the time you participate in a training session you:

- Are in good health and in acceptable physical condition to participate in the activity;
- And do not have any physical, psychological or medical conditions that may be exacerbated or made worse in any way as a result of your participation.

The Body Factory and its employees cannot be held liable in any way for either declared, undeclared or unknown medical conditions.

You agree not to participate in training sessions while suffering from an infection, or a contagious illness, or a physical ailment, such as a cut or sore, or where there is any other risk, however small, to other participants.

The Body Factory may require you to provide a letter of 'medical clearance' from your doctor depending on your health status.

You may suffer injuries including broken bones, soft tissue injuries and joint injuries and that these maybe permanent or result in permanent disability. These injuries may occur as a result of the activity, the use of equipment, interaction with other participants or other associated activities.

Subject to law, you accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to you or your guest, and hereby fully and forever exclude and discharge The Body Factory, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of equipment and facilities and participation in activities.

Subject to law you expressly agree and contract, on behalf of yourself, heirs, executors, administrators, successors and assignees, that The Body Factory and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) or illness sustained by you, or your guest in, on, or about the premises, at other locations or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company

You expressly agree to indemnify and hold The Body Factory harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by you or your guest.

You agree to comply with all rules imposed by The Body Factory regarding the participation in activities, and use of the facilities and equipment. You agree to conduct yourself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

You understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

## Social Media

You hereby consent The Body Factory using any film or photographic images of you taken during a training session for promotional and/or advertising purposes.

## Damage to Property

You agree to pay us for any loss and / or damage to the Gym or the goods and / or services caused by you or your guest through a willful, wrongful or negligent act.

## Health Retreats

Our standard terms and conditions, and the following terms and conditions apply to the **Thailand** and other overseas health retreats. **Deposit and Payment:** Upon booking and to confirm your place a non-refundable \$1,000 deposit is required. The balance owing is payable one month prior to departure. Travel vouchers and final booking confirmations cannot be issued until final payment is received. If you fail to pay by the due date we reserve the right to automatically charge your direct debit details or credit card provided to complete the final payment. Any booking not paid in full by the due date is subject to automatic cancellation.

**Cancellation:** Refunds are not available for cancellation within one month of departure. Special cancellation conditions may apply. The Body Factory is not liable for the cancellation of flights, accommodation or otherwise that are due to events outside its control. **Travel Insurance:**

You are strongly recommended to hold comprehensive travel insurance and the arrangement of which is your responsibility. **Liability:** We have no liability for any illness, personal injury, death or loss of any kind, delay and inconvenience caused directly or indirectly by any provider of travel services or products or by other third parties. Any claim for damages for injury, illness, loss or death must be brought against the relevant supplier of the travel services or products. **Booking Changes:** If you want to change any part of your confirmed booking, we will do all we can to help. However, the suppliers are under no obligation to make any change, although with reasonable notice (usually more than four weeks), changes may be possible. If a supplier is able to make a change, they may charge an administration fee.

## Challenges

Our standard terms and conditions, and the following terms and conditions apply to challenges administered by The Body Factory and includes the 8 Week Challenge. Challenge winners will be determined by The Body Factory in accordance with the challenge prize criteria where there is a prize. One entry is permitted per person. You must be 16 years old or over to enter. To be eligible for a prize the challenge fees as advised by us must be fully paid at time prize draw. The decision of The Body Factory is final and cannot be disputed. If you win a prize you will be notified immediately by us. If you cannot be contacted within 7 days you may forfeit your prize. Prizes are not redeemable for cash or other monetary value. Challenge participants must not use any illegal or banned substances as defined by WADA ([www.wada-ama.org](http://www.wada-ama.org)) during the challenge. If you are unsure if the challenge is right for you, you should seek advice from a registered medical practitioner. To be an eligible the 8 Week Challenge prize you must submit transformation before and after photos as taken by a member of The Body Factory team. These photos will not be used in social media or otherwise without your consent. You must also complete a range of physical performance tests at the beginning and end of the challenge as specified by us. You must meet the minimum attendance requirement throughout the challenge period. The winner may be determined by a score out of 100 - weighted as 30% transformation, 30% performance, 20% mindful goal setting & reflection and 20% attendance, or other criteria as determined by The Body Factory.

## Nutrition, Food & Supplements

Nutrition plans, food and supplements services/products that are available or purchased at The Body Factory or related party, including FitFood or other brand or product, do not take into account your personal dietary needs unless otherwise stated. It is your responsibility to advise us of any dietary needs and foods that may result in allergies or affect your health. If you are unsure about your allergies it is recommended you seek medical advice. Some foods contain traces of nuts, lactose and gluten. If you are unsure about what is contained in the nutrition plan, food, or supplement it is your responsibility to ask us if it is right for you.

We reserve the right to refuse nutrition, food or supplement services/products to anyone for any reason at any time. We reserve the right at any time to modify or discontinue the service/product (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service/product.

We reserve the right, to limit the sales of our services/products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services/product that we offer. All descriptions of services/products or pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any service/product at any time.

## Food Order Cancellation and Changes

By placing an order, you warrant that you are at least 18 years old. Orders placed and paid for, are for one time only and do not rollover to the following week, unless stated by you.

We require notice of 24 hours prior to order cut off of your intention to cancel or change your order. This must be done by notifying us by email. If we are not notified within this time-frame we are not liable to refund the cost of or replace your order.

## Acknowledgement

**You acknowledge that you have read and agree to the above terms and conditions. YOU AND HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY AGREED TO THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**