

ENGINEERROOM WAIVER & RELEASE OF LIABILITY (COPY).

THIS WAIVER (HEREINAFTER "WAIVER") RELATES TO THE PARTICIPANT'S PARTICIPATION IN THE FOLLOWING SERVICES OFFERED BY THE PROVIDER (HEREINAFTER "SERVICES"): USE OF GYM EQUIPMENT / USE OF SAUNA / USE OF ICE-BATH.

IN CONSIDERATION FOR THE PROVIDER ALLOWING THE PARTICIPANT TO TAKE PART IN THE SERVICES, THE PARTICIPANT AGREE TO THE TERMS SET OUT IN THIS WAIVER.

THE PARTICIPANT SHOULD CAREFULLY REVIEW EACH SECTION BELOW. FIRST-PERSON PRONOUNS THROUGHOUT THIS SECTION WILL REFER TO THE PARTICIPANT.

THE SERVICES MAY INVOLVE A NUMBER OF EXERCISES OR ACTIVITIES INCLUDING BUT NOT LIMITED TO: WEIGHT TRAINING, HIGH INTENSITY TRAINING, RUNNING, JUMPING, BIKE RIDING, USE OF SKI-ERG, USE OF ROW MACHINE, STRETCHING, BENDING, PUSHING, PULLING.

PARTICIPATION IN THE SERVICES INVOLVES RISKS WHICH MAY INCLUDE BUT ARE NOT LIMITED TO DEATH, PERSONAL INJURY AND DAMAGE TO PROPERTY. IT MAY ALSO INVOLVE SPECIFIC RISKS INCLUDING BUT NOT LIMITED TO: HEAD INJURIES, SPINAL DAMAGE, BONE FRACTURES, SPRAINS, STRAINS, MUSCLE TEARS, LIGAMENT DAMAGE, BRUISES, ABRASIONS, OPEN WOUNDS, DISLOCATIONS, DEHYDRATION, HEAT STRESS, HEART ATTACK, STROKE, CARDIOVASCULAR COMPLICATIONS, HYPOTHERMIA, HYPERTHERMIA, INFECTION, DISEASE, OR ANY OTHER INJURIES OR ILLNESSES RELATED TO OVERUSE, EXERTION OR EXPOSURE.

I WARRANT AND REPRESENT THAT I UNDERSTAND THE NATURE OF THE SERVICES AND THE RISKS INVOLVED WITH THEM.

I ACKNOWLEDGE AND UNDERSTAND THAT I AM CHOOSING VOLUNTARILY TO TAKE PART IN THE SERVICES AND THAT I AM FREE TO REFUSE TO PARTICIPATE IN THEM AT ANY TIME.

I WARRANT AND REPRESENT THAT I AM IN GOOD HEALTH AND PHYSICAL CONDITION AND THAT IF I HAVE ANY CONCERNS OR RESERVATIONS ABOUT MY HEALTH OR MY ABILITY TO PARTICIPATE SAFELY IN THE SERVICES, I MUST TAKE ADVICE FROM A MEDICAL PROFESSIONAL BEFORE TAKING PART IN THE SERVICES.

I HAVE NOTIFIED THE PROVIDER OF ANY PRE-EXISTING OR CURRENT HEALTH CONDITIONS, AS WELL AS ANY MEDICATION BEING TAKEN TO MANAGE SUCH CONDITIONS.

I WARRANT AND REPRESENT THAT I DO NOT SUFFER FROM ANY HEALTH CONDITION WHICH MAY AFFECT MY ABILITY TO SAFELY PARTICIPATE IN THE SERVICES.

I WARRANT AND REPRESENT THAT IF AT ANY TIME I BELIEVE THAT THE CONDITIONS OF THE SERVICES ARE UNSAFE FOR ME (TAKING INTO ACCOUNT MY OWN HEALTH AND PHYSICAL CIRCUMSTANCES), I WILL IMMEDIATELY STOP TAKING PART IN THE SERVICES.

I AGREE TO NOTIFY THE PROVIDER OR A MEMBER OF THE PROVIDER'S STAFF IF I FALL PREGNANT OR HAVE AN INJURY THAT WAS NOT PRESENT AT THE TIME I AGREED TO THIS WAIVER, PRIOR TO PARTICIPATING IN THE SERVICES.

I UNDERSTAND THAT IF I FEEL FAINT, DIZZY, NAUSEOUS, OR LIGHTEADED, OR EXPERIENCE CHEST PAIN OR ANY OTHER PAIN OR DISCOMFORT, I MUST STOP THE SERVICES IMMEDIATELY AND NOTIFY THE PROVIDER OR A MEMBER OF THE PROVIDER'S STAFF.

I UNDERSTAND THAT THE PROVIDER IS A SUPPORTIVE ENVIRONMENT WHERE HEALTH AND WELL-BEING ARE OF PARAMOUNT IMPORTANCE. WE ALL PROGRESS AT DIFFERENT RATES AND THERE IS NO SHAME IN SLOWING DOWN OR TAKING A BREAK.

I AGREE THAT I KNOW MY OWN BODY BETTER THAN ANYONE ELSE DOES AND IT IS ULTIMATELY UP TO ME TO DECIDE IF THE CONDITIONS OF THE SERVICES ARE UNSAFE FOR ME, AND TO SPEAK UP IF I HAVE CONCERNS.

I AGREE THAT I WILL COMPLY WITH THE PROVIDER'S RULES AND ANY DIRECTIONS GIVEN TO ME BY THE PROVIDER OR THE PROVIDER'S STAFF MEMBERS.

I AGREE TO COMPLY IF THE PROVIDER OR A MEMBER OF THE PROVIDER'S STAFF DECIDE, BASED ON THEIR PROFESSIONAL OPINION, THAT IT IS UNSAFE FOR ME TO PARTICIPATE IN THE SERVICES AND WILL STOP TAKING PART IMMEDIATELY.

I WARRANT THAT I WILL COMPENSATE THE PROVIDER FOR ANY DAMAGE WHICH I MAY CAUSE TO THE PROVIDER'S EQUIPMENT AS A RESULT OF MY RECKLESSNESS OR NEGLIGENCE.

I ACKNOWLEDGE THAT THE PROVIDER IS NOT RESPONSIBLE FOR THE SAFETY OR SECURITY OF MY PERSONAL BELONGINGS WHILE I AM TAKING PART IN THE SERVICES. IN THE EVENT THAT THE PROVIDER OFFERS LOCKERS OR ANY OTHER PLACE TO LEAVE MY PERSONAL BELONGINGS, I USE THESE AT MY OWN RISK.

I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, ADMINISTRATORS, EXECUTORS AND NEXT OF KIN HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL CLAIMS, EXPENSES, CAUSES OF ACTION, DEBTS, DEMANDS, DAMAGES, OR OTHER LIABILITIES WHATSOEVER (HEREINAFTER "LIABILITIES"), WHETHER DIRECT OR INDIRECT, AND WHETHER KNOWN OR UNKNOWN THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST THE PROVIDER, TOGETHER WITH ANY COACHES, TRAINERS, TEACHERS, INSTRUCTORS, OFFICERS, EMPLOYEES, DIRECTORS, TRUSTEES,

AGENTS, CONTRACTORS, ASSIGNEES, SUCCESSORS OR OTHER REPRESENTATIVES OF THE PROVIDER (HEREINAFTER "PROVIDER'S REPRESENTATIVES"). I HEREBY RELEASE THE PROVIDER AND THE PROVIDER'S REPRESENTATIVES FROM ANY SUCH LIABILITIES WHICH I MAY HAVE OR MAY AT ANY TIME INCUR AGAINST THE PROVIDER OR ANY OF THE PROVIDER'S REPRESENTATIVES, WHETHER DIRECT OR INDIRECT, AND WHETHER KNOWN OR UNKNOWN, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, EXCEPT LIABILITIES ARISING OUT OF GROSS NEGLIGENCE BY THE PROVIDER OR THE PROVIDER'S REPRESENTATIVES.

I, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, ADMINISTRATORS, EXECUTORS AND NEXT OF KIN HEREBY IRREVOCABLY AND UNCONDITIONALLY, RELEASE, DISCHARGE, INDEMNIFY, AND KEEP INDEMNIFIED, THE PROVIDER, TOGETHER WITH ANY OF THE PROVIDER'S REPRESENTATIVES, FROM ANY AND ALL LIABILITIES, WHETHER DIRECT OR INDIRECT, AND WHETHER KNOWN OR UNKNOWN, WHICH THE PROVIDER OR THE PROVIDER'S REPRESENTATIVES MAY INCUR NOW OR IN THE FUTURE IN CONNECTION WITH MY PARTICIPATION IN THE SERVICES.

I AUTHORISE THE PROVIDER AND THE PROVIDER'S STAFF TO PROVIDE FIRST AID, TO SEEK EMERGENCY MEDICAL SUPPORT AND/OR TO TRANSPORT ME TO A MEDICAL FACILITY IN THE EVENT THAT I SUFFER AN INJURY OR MEDICAL EMERGENCY AT ANY TIME. I ACKNOWLEDGE AND ACCEPT THAT I WILL BE RESPONSIBLE FOR ANY MEDICAL EXPENSES THAT ARE INCURRED.

APPLICABLE LAW: THIS WAIVER SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF NEW SOUTH WALES AND ANY APPLICABLE FEDERAL LAW.

I HAVE READ AND UNDERSTOOD THIS WAIVER IN ITS ENTIRETY. I ACKNOWLEDGE THAT BY TICKING THE BOX BELOW AND PROCEEDING WITH THE PURCHASE OF THIS DROP-IN SERVICE OR MEMBERSHIP, IT INDICATES MY AGREEMENT TO THIS WAIVER. I AM, THEREFORE, GIVING UP CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE PROVIDER, INCLUDING THE RIGHT TO SUE. I AM ASSUMING ALL RISK AND TAKING FULL RESPONSIBILITY FOR ANY PERSONAL INJURIES, DEATH, LOSS OR DAMAGE TO PROPERTY, LIABILITIES OR OTHER LOSSES WHICH I MIGHT INCUR IN RELATION TO THE SERVICES, AND I AM ENGAGING IN THE SERVICES AT MY OWN RISK.

ENGINE ROOM GYM & TEMPERATURE THERAPY - TERMS AND CONDITIONS

ENGINE ROOM GYM & TEMPERATURE THERAPY (ABN 52 582 272 490) (HEREINAFTER "PROVIDER") OF UNIT 2, 8 ADVANTAGE AVENUE, MORISSET, NSW 2264.

ENGINEERROOM TUGGERAH PTY LTD (ABN 39 663 488 266) (HEREINAFTER "PROVIDER") OF UNIT 1, 2 CATAMARAN RAOD, FOUNTAINDALE, NSW 2258.

1. DEFINITIONS

IN THESE TERMS:

GOODS MEANS ANY GOODS SUPPLIED BY THE PROVIDER TO YOU;

SERVICES MEANS ANY SERVICES INCLUDING THE USE OF THE GYM EQUIPMENT, SAUNA, AND ICE-BATH.

THE PROVIDER MEANS ENGINE ROOM GYM & TEMPERATURE THERAPY (ABN 52 582 272 490) OF UNIT 2, 8 ADVANTAGE AVENUE, MORISSET, NSW 2264, AND ENGINEERROOM TUGGERAH PTY LTD (ABN 39 663 488 266) OF UNIT 1, 2 CATAMARAN ROAD, FOUNTAINDALE, NSW 2258;

IN WRITING MEANS DELIVERED TO STAFF ON OUR PREMISES IN PERSON OR BY MAIL, OR SENT TO OUR EMAIL

MANAGEMENT@ENGINEEROOMMORISSET.COM OR
MANAGEMENT@ENGINEEROOMTUGGERAH.COM.AU;

TERMS MEANS THESE TERMS AND CONDITIONS; AND

YOU MEANS YOU, THE PERSON ACQUIRING GOODS OR SERVICES FROM THE PROVIDER.

2. BASIS OF AGREEMENT

1. THESE TERMS APPLY EXCLUSIVELY TO THE PROVISION OF GOODS AND SERVICES BY THE PROVIDER TO YOU AND CANNOT BE VARIED OR REPLACED WITHOUT THE PROVIDER'S WRITTEN AGREEMENT.

2. THE PROVIDER MAY VARY OR AMEND THESE TERMS AT ANY TIME BY WRITTEN NOTICE TO YOU. ANY VARIATIONS OR AMENDMENTS WILL APPLY FROM THE DATE SPECIFIED IN THE WRITTEN NOTICE, BUT WILL COME INTO EFFECT NO EARLIER THAN 4 WEEKS AFTER THE NOTICE.

3. PRICING

1. ALL PRICES QUOTED FOR GOODS AND SERVICES INCLUDE GST, UNLESS OTHERWISE SPECIFIED.

2. THE PROVIDER MAY, FROM TIME TO TIME, VARY ITS PRICES TO TAKE ACCOUNT OF, AMONGST OTHER THINGS, ANY CHANGE IN THE COST OF PROVIDING THE GOODS AND SERVICES, BY PROVIDING PRIOR WRITTEN NOTICE TO YOU. ANY CHANGES TO THE PRICES WILL TAKE EFFECT FROM THE DATE SPECIFIED IN THE NOTICE.

4. PAYMENT

1. ALL MEMBERSHIPS OFFERED BY THE PROVIDER ARE RECURRING MEMBERSHIPS. YOU WILL AUTOMATICALLY BE BILLED EVERY FOUR WEEKS FROM THE DATE OF YOUR FIRST PAYMENT, VIA YOUR PREFERRED METHOD OF PAYMENT [I.E. DIRECT DEBIT OR CARD].

2. IF RECURRING PAYMENT IS MADE BY DIRECT DEBIT OR CARD, THEN YOU AUTHORISE THE PROVIDER OR THEIR PAYMENT PROVIDER TO DEBIT THE RELEVANT AMOUNT FROM YOUR NOMINATED BANK ACCOUNT OR CARD.

3. IF THE PAYMENT DAY FALLS ON A DAY THAT IS NOT A BUSINESS DAY, THE PROVIDER MAY DEBIT YOUR BANK ACCOUNT OR PROCESS THE CARD PAYMENT ON THE FOLLOWING BUSINESS DAY.

4. YOU MUST ENSURE THAT YOU HAVE SUFFICIENT FUNDS IN YOUR NOMINATED BANK ACCOUNT OR ON YOUR CARD AT ALL TIMES.

5. IF YOUR PAYMENT IS DISHONoured THEN THE PROVIDER MAY CONTACT YOU IN WRITING IN WHICH CASE YOU WILL HAVE 14 DAYS TO PROVIDE A VALID REASON FOR THE DEFAULT, OR TO REMEDY THE DEFAULT. IF NO ACTION IS TAKEN IN THIS TIME, THEN THE PROVIDER MAY TERMINATE YOUR MEMBERSHIP WITHOUT NOTICE.

6. THE PROVIDER WILL BE ENTITLED TO PASS ON TO YOU THE AMOUNT THAT THE PROVIDER'S BANKERS OR DIRECT DEBIT PROVIDER CHARGE IT FOR YOUR DISHONoured PAYMENT(S). YOU MAY ALSO BE CHARGED A FEE BY YOUR FINANCIAL INSTITUTION.

7. YOU WILL BE LOCKED OUT OF THE PROVIDER'S ID SECURITY SYSTEM AND YOU WILL BE UNABLE TO ACCESS THE SERVICES UNTIL YOUR MEMBERSHIP PAYMENT IS UP TO DATE. YOU WILL REGAIN ACCESS TO THE PREMISES AND SERVICES AS SOON AS PAYMENT HAVE BEEN RECEIVED BY THE PROVIDER. IT MAY TAKE UP TO 7 BUSINESS DAYS FOR YOUR PAYMENT TO REACH THE PROVIDERS BANK ACCOUNT.

8. IF YOU BELIEVE THAT THERE HAS BEEN AN ERROR IN DEBITING YOUR ACCOUNT, YOU SHOULD CONTACT THE PROVIDER IN WRITING AS SOON AS POSSIBLE.

9. YOU MUST NOTIFY THE PROVIDER OF A CHANGE IN YOUR BANK OR CARD DETAILS AT LEAST 48 HOURS PRIOR TO YOUR NEXT SCHEDULED PAYMENT. CHANGES TO YOUR PAYMENT DETAILS CAN BE MADE VIA THE GLOFOX APP.

5. MEMBERSHIPS

1. THE PROVIDER OFFERS RECURRING MEMBERSHIPS IN ACCORDANCE WITH THESE TERMS.

2. YOU WARRANT THAT ANY INFORMATION YOU PROVIDE TO THE PROVIDER ON YOUR MEMBERSHIP APPLICATION FORM IS TRUE AND CORRECT. YOU MUST PROVIDE THE PROVIDER WITH NOTICE OF ANY CHANGE TO THE INFORMATION PROVIDED ON YOUR MEMBERSHIP APPLICATION WITHIN 14 DAYS OF THAT CHANGE.

3. MEMBERSHIPS ARE NOT REFUNDABLE OR TRANSFERABLE UNLESS OTHERWISE AGREED BY THE PROVIDER. MEMBERS FOUND SHARING THEIR MEMBERSHIPS MAY HAVE THEIR MEMBERSHIP SUSPENDED OR TERMINATED BY THE PROVIDER.

4. YOU MUST PROVIDE THE PROVIDER WITH WRITTEN NOTICE TO CANCEL YOUR MEMBERSHIP. YOUR MEMBERSHIP WILL BE CANCELLED ON THE LAST DAY OF YOUR NEXT BILLING CYCLE.

5. NO REFUNDS ARE OFFERED FOR THE NUMBER OF DAYS NOT USED AT THE PROVIDER, AFTER YOUR DECISION TO CANCEL YOUR MEMBERSHIP. YOU CAN ACCESS THE SERVICES UP UNTIL THE LAST DAY OF YOUR NEXT BILLING CYCLE.

6. YOU WILL NOT BE CHARGED A FEE TO CANCEL YOUR MEMBERSHIP.

7. CANCELLATIONS BY PHONE, FACEBOOK OR ANY OTHER METHOD WILL NOT BE ACCEPTED.

8. YOU MAY APPLY TO THE PROVIDER IN WRITING FOR A SUSPENSION OF YOUR MEMBERSHIP FOR A MINIMUM PERIOD OF 2 WEEKS AND UP TO 4 WEEKS AT A TIME.

9. YOU MAY SUSPEND YOUR MEMBERSHIP NO MORE THAN TWICE IN A 12 MONTH PERIOD.

6. TERMINATION

1. THE PROVIDER MAY TERMINATE YOUR MEMBERSHIP WITHOUT NOTICE FOR INAPPROPRIATE, OFFENSIVE OR ILLEGAL BEHAVIOUR, AS DETERMINED BY US, WHICH OCCURS ON OUR PREMISES OR IS DIRECTED AT OUR STAFF OR OTHER MEMBERS.

7. "CREDITS":

THE PROVIDER OFFERS MEMBERSHIP PLANS THAT ENTITLE MEMBERS TO ACCESS A VARYING DEGREE OF SERVICES. IN PARTNERSHIP WITH A SOFTWARE MANAGEMENT PROGRAM, GLOFOX, THE PROVIDER MANAGES YOUR ELIGIBILITY TO ACCESS THE SERVICES BY PROVIDING "CREDITS" THAT RENEW AND EXPIRE WITHIN EACH FOUR-WEEKLY BILLING CYCLE.

1. THE DIFFERENT SERVICES THAT EACH OF THE MEMBERSHIP PLANS INCLUDE ARE REFLECTED AS "CREDIT PACKS".

2. CREDITS ALLOW YOU TO BOOK IN FOR ALL SERVICES ON THE PROVIDER'S WEBSITE OR THE GLOFOX APP.

3. ALL MEMBERS WHO HAVE ACCESS TO UNLIMITED CLASSES ARE ALLOCATED 150 CREDITS. THIS NUMBER HAS BEEN CHOSEN TO REFLECT YOUR ENTITLEMENT TO UNLIMITED CLASSES PER WEEK AND IS NOT EXPECTED TO BE UTILISED WITHIN FOUR WEEKS.

4. THE NUMBER OF CREDITS REFLECTED IN THE "CREDIT PACKS" FOR THE RECOVERY SERVICES ARE TO BE USED ACCORDING TO YOUR WEEKLY ENTITLEMENT AS OUTLINED IN THE MEMBERSHIP DESCRIPTION. (FOR EXAMPLE, YOU GET FOUR CREDITS FOR THE SAUNAS AND YOU ARE EXPECTED TO USE ONE CREDIT PER WEEK, AND NOT ALL FOUR CREDITS IN ONE WEEK, TO ENSURE ALL MEMBERS GET EQUAL ACCESS TO THE SERVICES).

5. YOU CANNOT TRANSFER THE CREDITS TO ANOTHER PERSON, NOR CAN ANY OTHER PERSON REDEEM THE CREDITS ON YOUR BEHALF.

6. CREDITS ARE RENEWED WITH EVERY FOUR-WEEKLY BILLING CYCLE AND ARE ONLY VALID WITHIN THAT BILLING CYCLE. THE CREDITS CANNOT BE ROLLED OVER TO THE NEXT BILLING CYCLE.

8. TRIAL OFFERS

1. TRIAL OFFERS ARE AVAILABLE TO NEW CUSTOMERS OF THE PROVIDER ONLY AND ARE VALID FOR A PERIOD OF 2 WEEKS FROM THE PURCHASE DATE. THEY CAN ONLY BE CLAIMED ONCE PER PERSON.

2. ONCE A TRIAL ENDS, YOU WILL NEED TO SELECT A MEMBERSHIP OPTION OR PAY THE DROP-IN RATE TO CONTINUE TO USE OF ANY OF THE SERVICES.

3. ALL BOOKINGS ARE SUBJECT TO THE PROVIDER'S CANCELLATION POLICY (SEE BELOW).

9. SERVICE CANCELLATIONS

1. IN THE EVENT THAT YOU WISH TO CANCEL YOUR ATTENDANCE TO A SERVICE, YOU ARE REQUIRED TO GIVE AT LEAST 2 HOURS NOTICE PRIOR TO YOUR BOOKING.

2. WITH REGARDS TO ALL SESSIONS BOOKED FOR RECOVERY SERVICES INCLUDING THE USE OF THE SAUNA AND ICE-BATH YOU WILL LOSE YOUR CREDIT. YOU CAN RE-BOOK IN AVAILABLE TIME SLOTS WITH THE CREDITS YOU HAVE REMAINING.

10. LATE ARRIVALS

1. IF YOU ARRIVE LATE TO A CLASS THE PROVIDERS STAFF RESERVE THE RIGHT TO NOT ALLOW YOU TO PARTICIPATE IF THEY BELIEVE IN THEIR PROFESSIONAL OPINION THAT YOU COULD BE AT RISK OF INJURY.

2. IF YOU ARRIVE LATE TO A BOOKED RECOVERY SERVICE SESSION, YOU RISK HAVING YOUR TIME CUT SHORT TO ACCOMMODATE ALL SCHEDULED

MEMBERS. WHEN YOU ARRIVE, THE PROVIDER WILL ASCERTAIN WHETHER A LATE START IS POSSIBLE. A LATE START MAY NOT BE POSSIBLE IF YOU HAVE ARRIVED TOO LATE OR IF THE PROVIDER FINDS ANY REASON TO CANCEL THE SESSION. YOU WILL LOSE YOUR CREDIT. YOU CAN RE-BOOK IN AVAILABLE TIME SLOTS WITH THE CREDITS YOU HAVE REMAINING.

11. PRIVACY

1. YOUR "PERSONAL INFORMATION" (AS DEFINED BY THE PRIVACY ACT 1988 (CTH)) WILL ONLY BE USED BY THE PROVIDER, OUR DIRECT DEBIT PROVIDERS AND TO PROVIDE YOU WITH THE SERVICES CONTEMPLATED BY THE DIRECT DEBIT REQUEST OR THESE TERMS. THE PROVIDER WILL ONLY DISCLOSE SUCH INFORMATION TO THIRD PARTIES TO THE EXTENT SPECIFICALLY REQUIRED BY LAW.

2. YOU MUST NOT PHOTOGRAPH OR RECORD OTHER USERS IN THE PROVIDER'S STUDIOS WITHOUT THEIR EXPRESS CONSENT.

3. YOU CONSENT TO THE PROVIDER'S USE OF YOUR IMAGE IN ANY PROMOTIONAL MATERIALS, INCLUDING ON THE PROVIDER'S SOCIAL MEDIA ACCOUNTS.

4. YOU UNDERSTAND THAT IF YOU DO NOT WANT PHOTOGRAPHS OR VIDEOS OF YOU TO BE USED BY THE PROVIDER FOR PROMOTIONAL PURPOSES, THEN YOU MUST NOTIFY THE PROVIDER OF THIS IN WRITING TO MANAGEMENT@ENGINEEROOMMORISSET.COM OR MANAGEMENT@ENGINEEROOMTUGGERAH.COM.AU

12. THE PROVIDER CANCELLATIONS

1. THE PROVIDER WILL USE ITS REASONABLE ENDEAVOURS TO PROVIDE THE SERVICES AT THE TIMES SPECIFIED BUT WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY FOR ANY LATE OR CANCELLED CLASSES OR SESSIONS, INCLUDING CLASSES AND SESSIONS CANCELLED DUE TO PUBLIC HOLIDAYS, LOCKDOWNS, OR OTHERWISE.

13. FORCE MAJEURE

1. THE PROVIDER IS NOT LIABLE IN ANY WAY HOWSOEVER ARISING TO THE EXTENT THAT IT IS PREVENTED FROM ACTING BY EVENTS BEYOND ITS REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES, STRIKES, LOCKOUTS, ACCIDENT, BREAKDOWN, IMPORT OR EXPORT RESTRICTIONS, ACTS OF GOD, ACTS OR THREATS OF TERRORISM OR WAR. IF AN EVENT OF FORCE MAJEURE OCCURS, THE PROVIDER MAY SUSPEND OR TERMINATE THE AGREEMENT BY WRITTEN NOTICE TO YOU.

14. MISCELLANEOUS

1. THE LAW OF NEW SOUTH WALES FROM TIME TO TIME GOVERNS THE TERMS. THE PARTIES AGREE TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF NEW SOUTH WALES, THE FEDERAL COURT OF AUSTRALIA, AND OF COURTS ENTITLED TO HEAR APPEALS FROM THOSE COURTS.

2. THE PROVIDER'S FAILURE TO ENFORCE ANY OF THESE TERMS SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF THE PROVIDER'S RIGHTS.
3. IF A CLAUSE IS UNENFORCEABLE, IT MUST BE READ DOWN TO BE ENFORCEABLE OR, IF IT CANNOT BE READ DOWN, THE TERM MUST BE SEVERED FROM THE TERMS, WITHOUT AFFECTING THE ENFORCEABILITY OF THE REMAINING TERMS.
4. THE PROVIDER IS BOUND BY THE PRIVACY ACT 1988 (CTH) AND THE HEALTH RECORDS AND INFORMATION PRIVACY ACT 2002 (HRIP ACT) OF NEW SOUTH WALES, AND OPERATES IN ACCORDANCE WITH THE CODE OF CONDUCT OF THE AUSTRALIAN PHYSIOTHERAPY ASSOCIATION.