

Terms and Conditions

WELLWOOD HEALTH TERMS AND CONDITIONS

Medical Warning

Prior to undertaking any new form of exercise, you should consult with your doctor or other healthcare practitioner to ensure that you are mindful of your current health and any restrictions that may be appropriate for you.

When participating in our classes, do not over exert yourself and work at your own pace. Stop immediately if you feel pain or discomfort. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

You must notify your instructor if you have any pre-existing injuries or medical conditions which may impact upon your ability to perform the exercises in our classes.

By undertaking any exercise program (including the use of any equipment purchased from us), you acknowledge that you do so at your own risk and that the creators, producers, instructors and distributors of our exercise programs (together with their servants and agents) will not be liable for any personal injury, loss or liability of whatsoever nature arising as a result of, or in connection with, your undertaking of any such exercise program or following advice contained on our website or given by our instructors.

Prices and Booking

Our current prices are displayed on our Website and within our Wellwood Health app. From time to time, our prices may change.

To sign up to participate in our classes, you must create an account with us. Your account will be governed by these terms and conditions and our Privacy Policy.

There are a set number of spaces in each class. To attend a class, you must reserve a space. Bookings can be made online, via our website or Wellwood Health app, or texting the centre on 0415 849 941.

Casual Classes, Class Packs & Memberships

The sale of each casual, class pack and membership is subject to specific terms and conditions, part of which can include a minimum commitment period, time limitations and/or class attendance limitations.

Casual, class packs and memberships are non-transferrable between holders, and may not be sold, traded, gifted, shared (with the exception of family sharing), or otherwise transferred to any person other than the purchaser.

Each casual class and class pack contains a strict expiry date. If the number of classes for which the class pack entitles attendance have not been used by the holder before the expiry date, then those classes will expire and no refund will be given for any unused classes. The client has the opportunity to extend out their expired classes by making another purchase.

All sales are final. Wellwood Health does not offer any refunds, transfers, suspensions or extensions for change of mind, user error, change of address, unsuitability or any other reason.

Current prices and expiry time frames for each type of casual or class pack can be found on our website and may be amended from time to time.

Class/Appointment Cancellation Policy

Classes and appointments can be booked and cancelled via the Wellwood Health mobile app or website.

There is a strict cancellation policy. Cancellations made outside of the nominated cancellation window will incur the full cost of the class/ appointment booked. If for any reason you are unable to cancel via the app or website, you can also cancel your bookings by texting or emailing the centre.

If you are a no-show to a booked class or appointment, you will be charged as if you attended.

Cancellation Windows

- Community and Group Classes – 6 hour cancellation
- Clinical Classes – 12 hour cancellation
- 1:1 Personal Training / Appointments (Massage, Nutrition etc) – 24 hour cancellation

Gift Vouchers

From time to time, our centre may offer gift vouchers for sale. Gift vouchers may also, from time to time, be given away by our centre for free or distributed as a reward, incentive, or as part of a marketing or promotional campaign.

Gift vouchers are limited to the current dollar value held on the voucher and are not redeemable for cash.

We bear no responsibility for the loss or theft of Gift Vouchers.

Unredeemed balances on Gift Vouchers are not refundable.

Gift Vouchers may not be returned, resold or used for any unauthorised advertising, marketing, sweepstakes or other promotional purposes.

Class Schedules

Class Schedules are subject to change or be canceled without notice.

We are not liable in any way to provide you with a refund, credit, transfer or compensation of any kind for classes that are not held in accordance with the class schedule, including without limitation any classes that are changed or cancelled.

We reserve our right to change our opening hours at our Centre at any time, without notice to you.

Conditions of Entry

Wellwood Health reserves the right to refuse entry to, or eject from our Centre, clients or others who are behaving in an anti-social, intoxicated, disorderly, aggressive, offensive or dangerous

manner or in any manner which may threaten the security of our clients or other people at the Centre

Verbal and physical abuse will not be tolerated at the premises of Wellwood Health nor will it be tolerated via phone, email or through our social media channels. If verbal or physical abuse occurs Wellwood Health management is within their rights to refuse the client re-entry to their centre and report to local law enforcement.

Towels and socks are compulsory and must be used at all times.

In order to minimise disruption during classes held at our Centre, we recommend that you aim to arrive at least 5 minutes prior to the scheduled commencement time of a Class.

Clients are strongly discouraged from departing classes prior to their scheduled conclusion time as it is disruptive to the enjoyment of other students attending those classes

Smoking is prohibited within the grounds of Wellwood Health. QLD law states that smokers must be at least five metres from our property boundary.

You are required to treat all persons and property at the Centre with all due care and respect.

Clients are required to wear appropriate attire for physical exercise at all times while visiting our Centre and must refrain from wear clothing which contains offensive prints or designs or which may present a danger to themselves.

For the enjoyment of all participants in your class please turn off all mobile phones before your workout unless you are a doctor and you are on call for example.

Personal Safety and Acceptance of Risk

By attending our Centre and participating in classes, you will be performing physical activity and exercise which has an inherent risk of personal injury. Participating in classes is undertaken at your own risk.

You must inform instructors if there are any risks to your health by participating in a class, such as if you have a pre-existing injury, illness, muscle soreness/discomfort or are pregnant, prior to commencement. Participating in any form of exercise at our Centre with a Medical Condition is done entirely at your own risk.

You acknowledge that your participation in any form or exercise at our Centre may involve risks, including the risk of personal injury.

Wellwood Health instructors and Centre staff are not medically trained and are therefore not qualified to assess whether clients are in good physical condition and/or that clients can engage in exercise without detriment to their health, safety, comfort or physical condition. Clients are advised to seek medical advice prior to commencing any exercise program if they are in any doubt about their ability to engage in exercise.

By participating in our classes, you agree that our liability in relation to *recreational services* (as that term is defined in section 139A of the *Competition and Consumer Act 2010 (Cth)*) for any death, physical or mental injury (including aggravation, acceleration or recurrence of any such injury), the contraction, aggravation or acceleration of a disease, the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or

disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community, that may be suffered by you as a result of the supply of recreational services by Wellwood Health is hereby excluded, save that this limitation of liability does not apply to significant personal injury suffered by you as a result of reckless conduct by Wellwood Health in supplying the recreational services.

You acknowledge that our instructors may use tactile cueing and adjustment methods, or make physical contact with you for correction purposes in order to ensure that Pilates/ Yoga practice is undertaken in accordance with Wellwood Health's best practice.

Security

Wellwood Health is not responsible in any way for the safekeeping of your personal belongings that you bring into our Centre.

As such, we strongly recommend that you:

1. Refrain from bringing any valuable personal belongings into our Centre, such as mobile phones, jewellery, personal devices, wallets, bags and purses;
2. Bring only any personal belongings into our Centre which are absolutely necessary for you to possess for the duration of your visit;

All cars are parked on premises at the owner's risk. Wellwood Health is not responsible for any, theft from, or damage to, any vehicle or its contents. Wellwood Health recommends that vehicle be parked within the specified car parks, be locked and no valuables are visible.

Wellwood Health may use video surveillance equipment to monitor the premises on a 24-hour basis for security purposes.

By accessing the premises of Wellwood Health the client will be subject to video surveillance and recording.

Video surveillance is limited to the floor areas only and not within the walls of the bathrooms, shower rooms or the individual suites.

Misuse of Classes

We reserve the right, in our discretion, to suspend or terminate your use of any Wellwood Health classes if we suspect any fraud or misuse of our booking system.

Special Promotions

From time to time, our Centre may offer promotions.

Payment

It is your responsibility to ensure there are sufficient funds available in your nominated bank account or credit card to cover the cost of purchasing any products from us.

If a payment is declined for any reason, we reserve the right to process payment anytime where sufficient funds are available in the nominated bank account or credit card in order to settle any fees that are owed.

If an auto-debit is declined due to insufficient funds, an automated \$5 default fee will be added to your nominated payment method linked to your Wellwood Health Membership.

We are in no way responsible for additional fees that you may incur from your bank in relation to processing payment of fees.

Your Personal Information

Your personal information collected by us in accordance with these Terms and Conditions will at all times be dealt with in accordance with our Privacy Policy, a copy of which can be viewed in full here <https://www.wellwoodhealth.com/privacy-policy/>

Limitation of Liability

Except for any liability that cannot be excluded by law, Wellwood Health (including its employees and sub-contractors) excludes all liability (whether under the law of contract, tort or otherwise), for any personal injury, loss or damage (including but not limited to loss of opportunity, loss of reputation or goodwill, loss of privacy or loss or corruption of information or data); whether direct, indirect, special or consequential, arising in any way out of your attendance at our classes. This includes but is not limited to any theft, unauthorised access or third party interference.]

This limitation of liability applies even if Wellwood Health has been expressly advised of the potential loss.

Jurisdiction

These Terms and Conditions are governed by the law in force in Queensland, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any proceeding in connection with these Terms and Conditions.

Children

No children are allowed on any equipment under any circumstances.

Clients are responsible for the supervision of their children or any children they bring onto the premises at all times.

Wellwood Health accepts zero responsibility for children at our Centre unless they are there to partake in a specific class designed for children.

Administration Hours and Communication

We endeavour to attend/reply to calls, txts and emails within an appropriate timeframe. We require 2 weeks' notice via email for any changes/cancellations or suspensions of memberships. Voicemails will be responded to within 48hours if left between Monday – Friday. For urgent matters please txt 0415 849 941 and we will respond as soon as possible.

Please be aware we are a small family run business and although we endeavour to respond to any queries within a timely manner we do not operate 24/7.

Terms and Conditions Exemptions:

We are a small family-run business that wants to continue offering our services to the community at an affordable rate long into the future. Please do not ask for us to alter our terms and conditions as refusal may offend.