

RELAX YOGA

CLIENT TERMS AND CONDITIONS

The following terms and conditions incorporating website terms of use constitute an agreement between **The Trustee for The R&T Steele Trust trading as Relax Yoga ABN 49 016 597 571** (“**Relax Yoga**”, “**our**”, “**us**”, “**we**”) and you, a user of the Relax Yoga website ([www.https://www.relaxyoga.com.au](https://www.relaxyoga.com.au)) (“**Website**”) and/or client of Relax Yoga and/or a participant in its Yoga classes or courses, or recipient of physical fitness or health advice or information including any nutritional advice or information and any associated goods (“**I**”, “**you**”, “**your**”, “**client**”, “**participant**”) (“**Programs**”) (“**Terms and Conditions**”).

These Terms and Conditions together with our Privacy Policy apply to your participation in any of our Programs and/or use of our Website at any time now or in the future. By using our Website or participating in any of our Programs you agree to be bound by these Terms and Conditions and our Privacy Policy. We may amend these Terms and Conditions or our Privacy Policy and will notify you if we do so. Please read through the following carefully. If you do not agree to these Terms and Conditions, you should immediately discontinue use of our Website and/or participation in our Programs. If you are under 18 years of age you must obtain your parent or legal guardian’s consent prior to using our Website or commencing our Programs.

SECTION ONE: TERMS AND CONDITIONS

1. Relax Yoga reserves the right to refuse entry.
2. Relax Yoga is in no way responsible for the safekeeping of your personal property brought on to the premises of Relax Yoga, nor shall Relax Yoga be held liable for any loss, theft or damage to your personal property for any reason.
3. Every possible effort is made to deliver our Programs on time as advertised. However, timetables are subject to change or cancellation without notice. While Relax Yoga will endeavour to provide as much notification as possible if this occurs, we are not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason, but may agree to offer substitute classes from time-to-time at our discretion.
4. Relax Yoga Program classes are subject to the Waitlist and Cancellation Policy contained in cl 7 of these Terms and Conditions and the Fees and Payments provision of at cl 12. Relax Yoga reserves the right to increase its prices (including membership pricing) from time-to-time and offer additional pricing options.
5. All purchases are final. Relax Yoga does not offer refunds on its Programs for change of mind, injury, illness, change of address or any other reason unless required by Australian Consumer Law. Purchases may be transferred to other persons upon request.
6. Passes and memberships may not be shared unless authorised by Relax Yoga in its sole discretion. Gift vouchers are not redeemable for cash.

7. By booking into a Relax Yoga Program, you agree to our WAITLIST AND CANCELLATION POLICY:
 - a) A minimum of 4 hours is required in order to cancel you or your child's attendance for a Relax Yoga class or session. This allows people on the wait-list to then attend the class or for our booking system to show an available space for anyone else wanting to book into the class.
 - b) You agree that your class fee (or pass available for that class) shall be forfeited in the event you do not give the required 4 hours' notice of cancellation.
 - c) Auto-Pay Members agree that they will pay an additional fee equivalent to the casual class fee in the event you do not give the required 4 hours' notice of cancellation.
 - d) If you or your child is on the waitlist for a class, we will notify you by text or email no less than 2 hours before the class if you have secured a spot. You will need to cancel out of this class following any such notification if you can no longer attend.
8. You acknowledge that Relax Yoga staff are not medically trained and are not qualified to assess if you or your child can undertake the Relax Yoga Programs without risk to health, safety or comfort. You further acknowledge and agree that any Programs provided by Relax Yoga are for informational and educational purposes only and may not be suitable to you or your child's circumstances and that our Programs may involve strenuous activity. By participating in our Programs or attending our facilities, you acknowledge and agree that you or your child may be exposed to certain risks including injury or loss to person, or loss or damage to personal property, and you agree that Relax Yoga shall have no liability to you, your successors and assigns for any such injury, loss or damage.
9. By booking into any Relax Yoga Programs you confirm that you have disclosed all known medical conditions (including pregnancy) of you or your child to us (including to your instructor for any given session (even if this means you are disclosing this information to us more than once)). You also agree to follow any directions given by Relax Yoga Instructors during your class as may be deemed necessary by a Relax Yoga Instructor with regard to any medical conditions you have disclosed. You agree that you accept full responsibility for the management of your (or your child's) medical condition(s) and that you or your child undertake(s) any Relax Yoga Program at your own risk, regardless of whether any medical condition has been disclosed.
10. Notwithstanding any limitations or restrictions placed on this agreement under the Australian Consumer Law, you acknowledge and agree that Relax Yoga shall not have any responsibility or liability to you in respect of any loss or damages you or your child may suffer, directly or indirectly, in connection with your attendance at or participation in Relax Yoga Programs. You further agree to defend, indemnify and hold harmless Relax Yoga its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt or expenses (including but not limited to solicitor's fees) which may be suffered by it or them in connection with you or your child's participation in Relax Yoga Programs.
11. The collection, use, storage and limited disclosure of personal information (and any associated health information) is subject to Relax Yoga's Privacy Policy and confirm that you consent to the terms of this Policy.

12. Fees and Payments

12.1 Adult students purchasing Term Class Passes and are subject to the following PAYMENT TERMS (current prices can be viewed [here](#)):

- a) Term Pass Payments are due prior to commencement of term and are considered final confirmation of enrolment.
- b) Term Passes are non-transferable and non-refundable, other than as required under Australian Consumer Law.
- c) Bookings are required prior to class attendance and bookings are taken subject to availability of space.
- d) Term pass is for enrolment in 1 class/week: Up to 10 classes within a single term of yoga.
- e) Up to 3 missed classes may be made up at another timetabled class during the same term or the next school holiday period.
- f) Bookings are required for make-up classes and will be confirmed subject to availability of space.
- g) Missed classes will not be refunded or carried forward to the next term.
- h) All bookings are subject to Relax Yoga's Waitlist and Cancellation Policy.

12.2 Adults students purchasing weekly autopay memberships are subject to the following PAYMENT TERMS (current prices can be viewed [here](#)):

- a) Memberships can be purchased as Limited or Unlimited (no limit on classes per week) options. Memberships are by autopay only.
- b) All payments are non-transferable and non-refundable, other than as required under Australian Consumer Law.
- c) Weekly autopay payments are made in advance and will continue until cancelled.
- d) Payments may be cancelled at any other time with 14 days' notice in writing to admin@relaxyoga.com.au. Enrolments will automatically be terminated with cancellation of the pass.
- e) Memberships may be paused for a minimum 2-week period with 7 days' notice in writing to admin@relaxyoga.com.au.
- f) Bookings are required prior to class attendance and bookings are taken subject to availability of space.
- g) Memberships are for regular timetabled classes only and do NOT include Workshops or Special Events at the studio.
- h) All bookings are subject to Relax Yoga's Waitlist and Cancellation Policy.

12.3 Kids, Pre-teen and Teenage classes are subject to the following PAYMENT TERMS (current prices can be viewed [here](#)):

- a) Kids, Pre-teen and Teenage Casual Class payments are due prior to commencement of class.
- b) Class payments are non-transferable and non-refundable, other than as required under Australian Consumer Law.
- c) Students must book into class and bookings are taken subject to availability of space.
- d) Term Pass payments are due prior to commencement of term and are considered final confirmation of enrolment.
- e) Term pass is for enrolment in 1 class / week for a single term of yoga (generally 10 weeks).

- f) Where a new student joins the class part way through the term, the term pass will be discounted in consultation with the Relax Yoga studio owner.
- g) Missed classes are forfeited.
- h) Passes are non-transferable and non-refundable.
- i) If the teacher becomes unavailable and no suitable cover is available a class may be cancelled by the studio. As soon as the cancellation becomes necessary, parents will be notified by text message.
- j) If a class is cancelled by the Studio a makeup class will be offered during the next school holiday period.
- k) All bookings are subject to Relax Yoga's Waitlist and Cancellation Policy.

12.4 Adult students purchasing Flexipasses and Casual Classes are subject to the following PAYMENT TERMS (current prices can be viewed [here](#)):

- a) Casual Class payments are due prior to commencement of class.
- b) Flexipass 6 is for 6 classes over a period of up to 3 months.
- c) Flexipass 15 is for 15 classes over a period of up to 6 months.
- d) Flexipass Payments are due prior to commencement of class.
- e) Flexipasses and Casual Class payments are non-transferable and non-refundable, other than as required under Australian Consumer Law.
- f) Bookings are required prior to class attendance and bookings are taken subject to availability of space.
- g) All bookings are subject to Relax Yoga's Waitlist and Cancellation Policy.

12.5 Adult students purchasing Promotional Passes and Memberships are subject to the PAYMENT TERMS outlined in the specific promotion in addition to the following Booking Terms:

- a) Bookings are required prior to class attendance and bookings are taken subject to availability of space.
- b) All bookings are subject to Relax Yoga's Waitlist and Cancellation Policy.

13. DUTY OF CARE & LIABILITY: Relax Yoga staff adhere to Duty of Care guidelines set out by our registering body Yoga Australia. These guidelines can be viewed at www.yogaaustralia.com.au

As a condition of entry to the class, the Relax Yoga Client Waiver must be completed and signed by a parent or guardian prior to commencement of class.

SECTION TWO –WEBSITE TERMS OF USE

1. USING THE WEBSITE: SPECIFIC WARNINGS

You must not access or use our Website (a) in a way that violates these Website terms of use ("**Terms of Use**"), (b) for unlawful activities or purposes, (c) in a way that is fraudulent, inaccurate, false, misleading or deceptive, (d) in a way that violates any applicable law (including, without limitation, applicable privacy laws) or (e) in a way that infringes the rights (including our intellectual property rights, as described below) of any other person. You must take your own precautions to ensure that the process which you employ for accessing our Website does not expose you to the

risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system or any of your devices which arise in connection with your use of our Website or any linked Website. Whilst we have no reason to believe that any information contained on the Website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep our Website updated. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

You also agree that your use of our Website and Programs is for personal non-commercial use. You agree not to access, copy, or otherwise use our Website or Programs, including our intellectual property and trademarks, except as permitted under these Terms of Use or as otherwise authorised in writing by us.

Licence

We make our Programs available to you through our Website. When you use our Programs, we grant you a personal, non-exclusive, revocable, limited license to use the relevant Service and access our Website. This means you may not re-sell our Programs anywhere else or use for any commercial purpose, share your license to use our Programs with anyone else, reverse engineer, decompile, modify or otherwise attempt to copy our Service ("**Licence**").

This License may be terminated if you violate any of these Terms of Use or our Privacy Policy. Additionally, this License may be terminated if you engage in any activities that may reasonably cause loss or damage to us if your activities in connection with the use of our Website or Programs are in violation of any applicable laws. If you do not agree to the terms of this Licence you must not use our Website or Programs. You may terminate this Licence at any time by notifying us or ceasing to use our Programs.

2. USER ACCOUNTS

We may assign you a username/password and/or account information in order to enable you to access and use certain areas of a Website, or require you to set up your own account access using a username/password chosen by you ("**Login**"). Each time you use your Login, you will be deemed to be authorized to access and use that Website in a manner consistent with these Terms of Use. We have no obligation to investigate the authorisation or source of any such access or use of our Website.

You are solely responsible for protecting the security and confidentiality of your Login. You must immediately notify us of any unauthorised use of your Login or any other breach or threatened breach of Website security you may be aware of. You will be solely responsible for all access to and use of a Website by anyone using your Login whether or not such access to and use of our Website is actually authorized by you.

3. WEBSITE SERVICE CHANGES AND AVAILABILITY

We reserve the right to alter, update, or remove any of our Website at any time. We may modify our Website for any security reason, in our discretion. We do not guarantee that our Website will always be available, work, or be accessible at any particular time. Only users who are eligible to use our Website may do so. We reserve the right to terminate access for anyone.

4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, copyright and other intellectual property rights in our Website (including text, graphics, photographs, logos, icons, domain names, service marks, information, design, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed in these Terms of Use, the design of our Website and Service along with all created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to us, subject to copyright and other intellectual property rights as applicable under the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms of Use, you may not in any form or by any means:

- a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of our Website; or
- b) commercialise any information, products or services obtained from any part of our Website, without our written permission.

We reserve all rights not expressly granted under these Terms of Use in and to our Website and Programs.

By uploading, transmitting, posting or otherwise making available any material on a Website and any associated social media platforms, including providing us with any comments, feedback, ideas or suggestions, you grant us a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waive all moral rights as defined by the Commonwealth *Copyright Act 1968*.

5. LINKING AND THIRD PARTY CONTENT

You must not frame, reformat, replicate or mirror any part of our Website or use any data mining robots or other extraction tools in relation to our Website, without our prior written authorisation. You may link to our Website without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our Website contents, including any intellectual property notices. At our request, you must immediately remove any link to our Website. Our Website may contain links to or display the content of third parties ("**Third Party Content**"), including links to Websites operated by other organisations and individuals ("**Third Party Website**"). Third Party Content and Third Party Website are not under our control. We do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Website or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct, including privacy compliance. If you use or rely upon Third Party Content or Third Party Website, you do so solely at your own risk.

6. SECURITY OF INFORMATION

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

7. DISCLAIMERS

Your use of our Website and use or purchase of our Programs is at your own risk. The information, materials, and Programs provided on or through our Website are provided “as is” and to the maximum extent permissible by applicable law, we hereby disclaim all warranties of any kind, either express or implied, including, any implied warranties with respect to the Programs listed or purchased on or through our Website. Except for the purposes of any “consumer guarantees” as defined under Australian Consumer Law, we hereby expressly disclaim all liability for our Programs, for product defects or failures, claims that are due to your use of our Programs, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation.

We cannot guarantee that our Website will work as advertised, or that our Programs will give you the desired results.

By accessing our Website, you assume all risks associated with such use, including but not limited to the risk that your computer, software or data may be damaged by any virus, worm, Trojan horse and/or malware transmitted by this Website or by any Third Party Content or Third Party Website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with our Website are hereby excluded. By accessing our Website, you agree to indemnify and hold us harmless for any loss, damage, costs or expenses (including legal fees) whatsoever suffered by any person or entity arising out of or in any way connected with your access to this Website.

In regards to any breach or failure to comply with Australian Consumer Law, we may replace any goods or supply equivalent goods, repair such goods, or pay for the cost of repair. For any services, we may resupply the service or pay for the service to be supplied again.

8. LIMITATION OF LIABILITY

Other than to the extent prohibited by applicable law, we do not assume any responsibility or liability for any loss or damage suffered by you, whether directly or indirectly as a result of your use of our Website or Programs. In no event will we, or any of our respective officers, directors, employees, agents, affiliates or assigns, nor any party involved in the creation, production or transmission of our Website or Programs be liable to you or anyone else for any direct, indirect, special, punitive, incidental or consequential damages arising out of the use, inability to use, or the results of use of our Website or Programs, any Website linked to our Website or Programs (including the materials, information or services contained on such Website) whether in contract or tort or regardless of being advised of the possibility of such damages.

In the event of any problem with our Website or any content, you agree that your sole remedy is to cease using the relevant Website. In the event of any problem with the Programs or services that you have purchased on or through our Website, your remedies will be as prescribed by Australian Consumer Law.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms of Use, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions where it is prohibited, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

If you are a resident of a jurisdiction that requires a specific statement regarding release then the following applies: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." You hereby waive any provision in law, regulation, or code that has the same intent or effect as the aforementioned release. Your ability to use our Website are contingent on your agreement with this and all other sections of these Terms of Use. In the event that we may not limit our liability in your jurisdiction, you agree our total liability to you is not more than AUD\$100 or the total amount you spent while using our Website or Programs within the last six months, whichever is greater.

9. INDEMNITY

In addition to the other indemnities provided by you under these Terms of Use You agree to indemnify us and our officers, employees, agents, contractors and consultants from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly with you in respect of any loss, death, injury, illness, damages, costs or expenses (but excluding consequential financial loss) where caused by any unlawful or negligent act or omission by you, your officers, employees, agents, contractors or consultants arising under these Terms of Use or from any other loss which may arise from or as a result of any breach of these Terms of Use or use of our Website or Programs by you or your officers, employees, agents, contractors or consultants.

10. PRIVACY AND CHILD PROTECTION

In addition to our obligations under the *Privacy Act 1993* (Cth) and *Health Records Act 2001* (Qld), we also comply with all Australian Child Protection legislation to the extent applicable.

11. TERMINATION OF ACCESS

Access to our Website may be terminated at any time by us without notice. These Terms of Use will nevertheless survive any such termination.

PART THREE: MISCELLANEOUS

Variation and Waiver

A provision of or a right created by these Terms and Conditions cannot be waived except in writing signed by the party granting the waiver.

Approvals and Consents

Where any provision of these Terms and Conditions provide for a party to provide its consent or approval then such party may conditionally or unconditionally in its absolute discretion give or withhold such consent or approval unless these Terms and Conditions expressly provide otherwise.

Entire Agreement

The agreement contained in these Terms and Conditions contains all of the terms, conditions, representations and warranties in connection with the agreement reached between the parties with respect to the subject matter of these Terms and Conditions.

Relationship of Parties

Nothing in these Terms and Conditions creates a partnership or joint venture between the parties, and no party can bind or pledge the credit of the other party.

Governing Law and Jurisdiction

The agreement contained in these Terms and Conditions is governed by and construed in all respects in accordance with the laws of the State of Queensland, Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the said State of Queensland.

Assignment

You must not novate, assign or subcontract the agreement contained in these Terms and Conditions or any of its obligations herein without our prior written consent.

Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

Severability

In the event that a provision of these Terms and Conditions is found to be unlawful, conflicting with another provision, or otherwise unenforceable, the agreement contained in these Terms of Use will remain in force as though it had been entered into without that unenforceable provision being included in it.

Legal Notice Amendments

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these Terms and Conditions and new additional information.