

# TERMS AND CONDITIONS

**BodyOlogy** International Pty Ltd  
Trading as **BodyOlogy Weight Loss**  
Customer Terms & Conditions

## 1. General

Set out below are the terms and conditions (**Contract**) on which **BodyOlogy International Pty Ltd** (**BodyOlogy Weight Loss**) provides cosmetic treatment packages (**services**) to you (**Customer**). By requesting services from **BodyOlogy Weight Loss**, the Customer shall be deemed to have accepted this Contract.

## 2. Term

The Contract starts on the Commencement Date and continues for the Term set out in Schedule 1.

## 3. Services

- The services to be provided to the Customer under this Contract are the Package(s) set out in Schedule 1.
- Except as otherwise provided, the parties agree that the Package(s) set out in Schedule 1 reflect the entirety of the services to be provided under the Contract. Any further services requested by the Customer shall be provided on such further terms (including in relation to cost) as may be agreed between the parties at the time.
- **BodyOlogy Weight Loss** may, in its absolute discretion, offer the Customer certain additional services at no charge if the Customer pays the full Price up front and prior to the provision of any services.
- All packages have a required 'use by' date, this is in the best interest of the client to receive optimum results during this time. Management may at their discretion extend package dates to suit some clients personal circumstances. In this case, management would provide a written letter to the client.

## 4. Photo Consent

- **BodyOlogy Weight Loss** may ask the Customer for his/her permission to take before and after photos of the Customer.
- In the event the Customer agrees to having his/her photo taken by **BodyOlogy Weight Loss**, the Customer consents to the use of those photos by **BodyOlogy Weight Loss** in advertising and other promotional material.

## 5. Price & Payment

- The Customer shall pay the Price for the services as set out in Schedule 1.
- **BodyOlogy Weight Loss** may vary the Price without notice.
- In addition to the Price, the Customer shall pay the GST payable thereon.
- At the time the Customer requests the services, the Customer will be required to select their Payment Option as set out in Schedule 1. Unless otherwise agreed, all bookings must be paid for in full on arrival, prior to treatment commencing and via the selected payment option. If the Customer opts for an in-house payment plan, the Customer must ensure that all instalments are made in full by their due dates.
- **BodyOlogy Weight Loss** may charge interest at a rate equivalent to two per cent (2%) on the amount outstanding, charged monthly, calculated daily. The Customer is liable for all reasonable expenses (including contingent expenses) and legal costs incurred by **BodyOlogy Weight Loss** for recovery of moneys due from the Customer to **BodyOlogy Weight Loss**.

## 6. Alternative Payment Options

**BodyOlogy Weight Loss** may offer the Customer alternative payment and finance options. If the Customer is eligible and elects to use one of the alternative payment options to pay for the services, the Customer acknowledges and agrees that:

- the Price for the Package(s) must be paid in full and in cleared funds directly to **BodyOlogy** International, CBA, Bsb: 063 074, Acc No: 1004 7457 prior to any services being provided; and
- In the event the client has chosen a direct debit plan and a default is received from the bank, services will cease immediately until the default is rectified.

## 7. Memberships

- Some Customers may elect to take up memberships with **BodyOlogy Weight Loss**. In such a case, the Customer may receive concessional rates in respect of the provision of on-going services.
- **DIRECT DEBIT**: All membership payments are made in advance for the coming payment period from an approved credit card or bank account. The amount is charged or debited from the Customer's nominated credit card or bank account at the frequency of payments as agreed by **BodyOlogy Weight Loss** on the Membership Application Form, signed and accepted by the
- It is the Customer's responsibility to notify **BodyOlogy Weight Loss** of any changes to the debit or nominated credit card or bank account.
- If the Customer terminates this Contract or stops the automatic debit arrangement, the Customer may be liable to **BodyOlogy Weight Loss** for damages for breach of contract.

## 8. GST

Should any GST as levied under the *A New Tax System (Services and Services Tax) Act 1999* (Cth) (as amended) and any other tax imposed by any competent authority be payable on any of the services supplied by **BodyOlogy Weight Loss**, such GST or other tax will be added to the Customer's account and shall be calculated using the rates and methods of assessment in force at the time.

## 9. Appointments and Cancellations

- The Customer must arrive on time to each appointment. Late arrival may result in reduced treatment time or forfeiting of the appointment. **BodyOlogy Weight Loss** will endeavour to ensure that the Customer's appointment runs to time; however, should **BodyOlogy Weight Loss** need to cancel or postpone the appointment at short notice, it will make every effort to contact the Customer in advance.
- **BodyOlogy Weight Loss** requires a minimum of 24 hours' notice if the Customer is unable to attend their appointment or wishes to cancel or reschedule.
- Failure to give the required notice will result in the Customer being charged the full list price otherwise payable for the cancelled or missed treatment. If the Customer fails to attend an appointment without giving the required notice, **BodyOlogy Weight Loss** may require the Customer to pay for all future treatments in advance. Customers that have purchased a course of treatment sessions but fail to attend their session will have their missed session forfeited.
- The Customer will indemnify **BodyOlogy Weight Loss** against all loss in respect of any cancellation, without limitation.

## 10. Treatment Suitability & Customer Expectations

- Prior to any treatment being carried out, the Customer will be required to complete a Consultation Form in order for **BodyOlogy Weight Loss** to assess whether treatment is suitable for the Customer, or likely to be successful.
- It is the Customer's responsibility to ensure that they disclose to **BodyOlogy Weight Loss** all relevant medical and other details in the Consultation Form and prior to each treatment. **BodyOlogy Weight Loss** will not be liable for any damage or loss that occurs as a result of the client's failure or otherwise to disclose such details to it.
- In order to obtain best results, the Customer acknowledges that they will comply with all reasonable instructions and/or recommendations given to them by, or on behalf of, **BodyOlogy Weight Loss** regarding use or frequency of the services and/or any associated diet/exercise program as recommended by **BodyOlogy Weight Loss**
- Subject to clause 11, **BodyOlogy Weight Loss** will make every reasonable effort to ensure that the provision of the services along with any associated diet/exercise program as recommended by **BodyOlogy Weight Loss** achieve the desired results for the Customer but it accepts no liability for, and makes no guarantee that such results will be obtained.

## 11. Competition and Consumer Act & Limitation of Liability

- **BodyOlogy International Pty Ltd** acknowledges that provisions in the *Competition and Consumer Act 2010* (Cth) (as amended) and other statutes from time to time in force imply or impose statutory guarantees, conditions or warranties into contracts for the supply of services which cannot be excluded, restricted or modified or can only be restricted or modified to a limited extent (**Non Excludable Terms**). Nothing in the Contract is intended

to exclude or restrict the application of the Non Excludable Terms. Other than the Non Excludable Terms, **BodyOlogy Weight Loss** hereby excludes all conditions, warranties, guarantees, terms and obligations expressed or implied by law in connection with the Contract, or any services provided under them.

- Subject to clause 11(a), **BodyOlogy Weight Loss** is not liable to Customers or any other person for any loss or claim of any kind in connection with the Contract, or any services provided under them, except to the extent caused directly by the negligence or wilful misconduct of **BodyOlogy Weight Loss**.
- If any Non Excludable Terms apply, then to the extent to which **BodyOlogy Weight Loss** is entitled to do so, its liability under those Non Excludable Terms will be limited at its option to:
  - the supplying of the services again; or
  - the payment of the cost of having the services supplied again.
- To the extent permitted by law, **BodyOlogy Weight Loss** will be under no liability to the Customer or any third party in any circumstances for any indirect, special or consequential loss or damage, including but not limited to loss of revenue or loss of profit howsoever arising and whether in an action in contract, tort, in equity, under statute, or on any other basis.

## 12. Privacy Act

- In order to assess any application for finance by the Customer, the Customer hereby authorises **BodyOlogy Weight Loss** and/or the relevant finance provider:
  - to obtain from a credit reporting agency a credit report containing personal information about the Customer pursuant to the *Privacy Act 1988* (Cth) (**Privacy Act**);
  - to obtain a report from a credit reporting agency and other information in relation to the Customer's commercial credit activities; and
  - in accordance with the Privacy Act the Customer authorises **BodyOlogy Weight Loss** to give to and obtain from any credit provider a credit report issued by a credit reporting agency information about the Customer's credit arrangements.
- The Customer understands the information can be used for the following purposes:
  - to assess its application for finance;
  - to assist it to avoid defaulting on its obligations under this Contract;
  - to notify other credit providers of a default by it;
  - to assess its credit worthiness.
- The Customer may view a copy of **BodyOlogy Weight Loss**' privacy policy upon request.

## 13. Indemnity

- The Customer agrees to indemnify **BodyOlogy Weight Loss** against any claim, loss, liability or damage, costs, charges and expenses (including **BodyOlogy Weight Loss**' legal costs on a solicitor/ own client basis) suffered or incurred by **BodyOlogy Weight Loss** which arises directly or indirectly in relation to:
  - any breach of the Contract by the Customer;
  - any contravention of any law by the Customer;
  - the consequences of failing to provide any information by the Customer in connection with the provision of the services including in respect of any loss or damage arising from the negligent acts or omissions of **BodyOlogy Weight Loss** or its agents;
  - an action brought or threatened against **BodyOlogy Weight Loss** by any third party which arises directly or indirectly from the Customer's purchase or provision of the services; or
  - any other improper act or omission by the Customer in relation to the provision of services.
- The Customer agrees to pay such expenses to **BodyOlogy Weight Loss** immediately on demand.

## 14. Default

- In the event that the Customer:

- fails to pay any outstanding amount owing to **BodyOlogy Weight Loss**; or
- breaches its obligations under the Contract;

**BodyOlogy Weight Loss** may without notice:

- refuse any further provision of the services; and
- in addition to any other course of action available to it, elect to terminate any agreement made pursuant to the Contract by written notice to the Customer.
- On termination, the full Price of all treatments already taken, plus any charged for non-attendance are due and payable immediately.

#### 15. Intellectual Property

All trade mark, copyright, design right and other intellectual property in any design, specification, process, method of working or other information relating to the services shall vest for all time in **BodyOlogy Weight Loss**.

#### 16. Force Majeure

**BodyOlogy Weight Loss** will be not liable to the Customer for damages for any delay in the provision of the services for any other act or omission which but for this present clause might constitute breach of the Contract if such delays, failure to provide, act or omission are caused by force majeure or any cause beyond the control of **BodyOlogy Weight Loss**.

#### 17. Waiver

Failure by **BodyOlogy Weight Loss** to enforce its obligations under the Contract does not constitute a waiver of **BodyOlogy Weight Loss**' rights, nor does it affect the obligation of the Customer to make any further payments as and when they fall due.

#### 18. Severance

Should any part of the Contract be held to be void or unlawful, such part is to be read and enforced as if the void or unlawful part had been deleted.

#### 19. Governing Law

This Contract is made in and governed by the laws of Victoria, Australia.

#### 20. Conditions of purchasing a \$99 special

- One special per person
- Must be used within 30 days of purchase
- Can be transferred to another customer (with managements approval)
- 24 hours' notice to reschedule an appointment
- In the event we do not receive 24 hours' notice to reschedule the appointment, the \$99 session is considered redeemed and therefore cancelled

#### 21. Conditions of a **BodyOlogy Weight Loss** Gift Card

- Value of card is \$99 and can only be redeemed for an introductory session (tummy area only)
- Gift card cannot be redeemed for cash
- Gift card is valid for six (6) months and date will be recorded on back of card when purchased, if card is presented after expiry date, session is forfeited (unless extension has been approved by management)
- Recipient must mention Gift Card when making appointment at our national support office and will be asked to quote the gift card number
- Gift Card must be presented at appointment
- If Gift card is purchased online via the [www.bodyologyweightloss.com.au](http://www.bodyologyweightloss.com.au) website and sender has opted for postage via Australia Post – a \$5 Postage and handling charge will be added