

## Vital 360 Bookings and Treatments - Terms and Conditions

### 1. Definitions and Interpretation

1.1. In these Terms, unless the context otherwise requires:

<b>Booking</b>	means a confirmed booking for a Treatment
<b>Claim</b>	any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise
<b>Fee</b>	means the fee for the Treatment as set by Vital 360 from time to time
<b>Liability</b>	includes all liabilities (whether actual, contingent or prospective), Losses, damages, costs, charges and expenses of whatsoever nature or description irrespective of when the acts, events or things giving rise to the liability occurred
<b>Loss</b>	includes any damage, loss, cost, Claim, Liability or expense (including legal costs and expenses) including any consequential or indirect losses or economic losses or loss of profits
<b>Premises</b>	means the business premises at 905 Macarthur Street, Ballarat VIC 3350
<b>Privacy Policy</b>	means the Service Provider's privacy policy found at <a href="http://www.vital360.com.au">www.vital360.com.au</a>
<b>Terms</b>	means these terms and conditions which form part of each Booking
<b>Treatment</b>	means a service treatment offered by Vital 360
<b>Vital 360</b>	means the business owner, Vital 360 Pty Ltd (ACN 624 315 993) (ABN 33 901 023 707)
<b>Waiver</b>	means the disclaimer and waiver form that each Customer is required to sign
<b>Website</b>	means the Vital 360 website at <a href="http://www.vital360.com.au">www.vital360.com.au</a>
<b>You</b>	means you or the customer

1.2. In these Terms, unless the context otherwise requires:

- (a) singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (d) headings are used for convenience only and do not affect the interpretation;
- (e) reference to a document includes the document as modified or replaced from time to time;
- (f) the words "in writing" include any communication sent by letter, email, sms or any other form of communication capable of being read by the recipient;
- (g) examples are descriptive only and not exhaustive; and
- (h) money amounts are stated in Australian currency unless otherwise specified.

### 2. Application

2.1. These Terms will apply to all Bookings and Treatments requested by You from Vital 360 unless expressly waived by Vital 360 in writing.

2.2. These Terms may be varied by Vital 360 on 30 days' notice to You.

### 3. Bookings and Treatments

#### 3.1. Bookings

- (a) You may submit a request for a Booking by any means authorised by Vital 360 – including online at the Website, by email, telephone or in person at the Premises.
- (b) A request only becomes a Booking once it is confirmed in writing by Vital 360.
- (c) Treatments purchased in advance must be converted into Bookings within 6 months of the purchase date.

#### 3.2. Fees

- (a) Fees for Treatments must be paid in full prior to the start of the Booking Time and may be required earlier (at the option of Vital 360) at the time of requesting the Booking.
- (b) Bookings requested online must be paid in full at the time of submitting a Booking request.
- (c) Unless specifically stated, the Fee is inclusive of all taxes including impost, levy, deduction, charges, withholding or tax of any kind whatsoever, including GST.

#### 3.3. Variations and cancellations by You

- (a) Vital 360 may in its absolute discretion reject a request to vary a Booking (whether a change in time or Treatment). If rejected, You must cancel Your Booking and then make a new request for a Booking.
- (b) The full Fee is payable for any Booking that is cancelled within 12 hours prior to the Booking start time.
- (c) Bookings that are cancelled between 12 hours and 48 hours prior to the Booking start time will convert into a credit to be used for another Booking.
- (d) Bookings that are cancelled more than 48 hours prior to the Booking start time are entitled to a full refund of the Fee (if paid).

#### 3.4. Cancellations by Vital 360

- (a) If Vital 360 is unable, wholly or partly, to supply or complete the Treatment in accordance with the Booking, then Vital 360 may (at its option):
  - (i) Offer an alternative Treatment;
  - (ii) Offer a credit to be used for a Treatment at a later time or date; or
  - (iii) Cancel the Booking and refund the Fee paid by You (if any).
- (b) Vital 360 reserves the right (in its absolute discretion) to cancel any Booking and reject any request for a Booking by You without providing a reason.

### 4. Your acknowledgements and warranties

4.1. You understand and agree that prior to Your first Treatment commencing (and then also from time to time as required by Vital 360 thereafter) You will be required to:

- (a) complete a Waiver; and
- (b) answer questions relating to your health fitness and medical conditions.

4.2. You warrant and acknowledge that:

- (a) You have read and understand these Terms;
- (b) You can pay the Fee as and when it falls due;
- (c) The information provided to Vital 360 by You is true and correct;
- (d) You must comply with all reasonable directions given by Vital 360 when on the Premises and receiving Treatments.

**5. Vital 360 warranties**

5.1. Without limiting any other warranties contained herein, Vital 360 warrants that all Treatments will delivered:

- (a) With due care and skill;
- (b) In accordance with the Treatments advertised (unless otherwise agreed); and
- (c) In accordance with applicable Laws.

5.2. Vital 360's warranty shall not apply in respect of:

- (a) Incorrect Treatments requested by You;
- (b) Lack of cooperation on Your part; or
- (c) Inaccurate information provided by You.

**6. Liabilities and Indemnities**

To the extent permitted by law:

6.1. Vital 360 indemnifies You against any Claim or Loss suffered or incurred by You, which may arise from any breach by Vital 360 of any of the warranties given by Vital 360 under these Terms.

6.2. You indemnify Vital 360 against any Claim or Loss suffered or incurred by Vital 360 or third persons, which may arise from:

- (a) You providing information containing any errors, omissions, inaccuracies or misleading information;
- (b) Any breach by You of any warranties given by You or of Your obligations under these Terms; and
- (c) Any injury, death, damage or Loss incurred by You resulting from a Treatment or access of the Premises except where Vital 360 is found to be negligent.

**7. Privacy**

**7.1. Collection of personal information**

Any personal or confidential information obtained or collected by Vital 360 will be retained, held and used only in accordance with the Privacy Policy available on the Website.

**7.2. Change of details**

You must notify Vital 360 of any change to its contact details (as set out in the Booking) at least 7 days prior to those changes taking place.

**8. Miscellaneous**

**8.1. Notices**

Any notice or other communication to or by a party under these Terms:

- (a) may be given by personal service, email or post;
- (b) must be in writing and in English addressed to the address of each party contained in the Booking, or to any other address last notified by the party to the sender;
- (c) is deemed to be given by the sender and received by the addressee:
  - (i) if delivered in person, when delivered to the addressee;
  - (ii) if posted, 2 Business Days after the date of posting whether delivered or not; or
  - (iii) if email, at the time of sending the email.

**8.2. Assignment**

You must not assign the Booking or any rights benefits or obligations under these Terms.

**8.3. No Exclusion of rights**

The rights, powers or remedies provided in these Terms are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms.

**8.4. Partial exercise of rights**

No single or partial exercise by any party of any right, power or remedy under these Terms shall preclude any other or further exercise of that or any other right, power or remedy.

**8.5. Survival**

Notwithstanding any other provision in these Terms, any indemnity or warranty is independent and survives completion or cancellation of the Booking.

**8.6. Entire Agreement**

The Booking and these Terms contain the entire understanding between the parties in relation to each request for a Treatment and supersedes all prior agreements and communications between the parties.

**8.7. Severability**

Any provision of these Terms which is invalid in any jurisdiction must, in relation to that jurisdiction: be read down to the minimum extent necessary to achieve its validity, if applicable; and be severed from these Terms in any other case, without invalidating or affecting the remaining provisions of these Terms or the validity of that provision in any other jurisdiction.

**8.8. No waiver**

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by these Terms does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under these Terms.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

**8.9. Governing law and jurisdiction**

- (a) These Terms are governed by and must be construed in accordance with the laws in force in Victoria.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, the Booking or the Treatment.