

UVSL

TERMS & CONDITIONS

IN THIS CLIENT AGREEMENT:

“Account” means your account on this website, the UVSL app or Mindbody system corporate, business or personal.

“Customer” or “Client” means a User of UVSL Services.

“UVSL”, “we”, “our”, or “us” means Valour Investments PTY LTD as Trustee for D&E Trust ABN 16 625 620 887.

“Intellectual Property Rights” refers to all intellectual rights including but not limited to: (a) copyright, patents, registered designs, trademarks, and any right to have confidential information kept confidential; and (b), whether or not such privileges are listed or capable of being listed and whether current under any laws.

“UVSL Services” means services delivered by UVSL.

“User”, “you” or “your” means any entity who uses the website

“User Contract” means:

this User Agreement;

any other provisions acknowledged by both UVSL and Customer, to the degree not conflicting with the User Agreement and the Privacy Policy;

“Website” refers to the websites operated by UVSL and any connected UVSL services, implements or applications.

1. PRICING

1.1. All prices quoted for goods and services include GST unless otherwise specified.

1.2. UVSL 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.

2. PAYMENT

2.1. If payment is made by direct debit, then you authorise UVSL or their direct debit provider to debit the relevant amount from your nominated bank account or credit / debit card.

2.2. If the debit day falls on a day that is not a business day, UVSL may debit your account on the following business day.

2.3. You must ensure that you have sufficient funds in your nominated bank account at all times.

2.4. If your direct debit payment is dishonoured then UVSL may contact you in writing in which case you will have 7 days to provide a valid reason for the default, or to remedy the default. If no action is taken in this time then UVSL may terminate your membership without notice.

2.5. UVSL will be entitled to pass on to you the amount that UVSL's direct debit provider charge it for your dishonoured payment(s). You may also be charged a fee by your financial institution. If you believe that there has been an error in debiting your account, you should contact UVSL in writing as soon as possible.

2.6. You must notify UVSL of a change in your credit card details at least 48 hours prior to your next scheduled direct debit.

3. MEMBERSHIPS

3.1 All memberships are activated as a week-to-week contract and automatically renew on the same day every week which is the day you commenced the membership, unless directly organised with management.

3.2. You warrant that any information you provide to UVSL on their website, app or on your MINDBODY account is true and correct. You must update UVSL with any change to your account information in your MINDBODY account within 7 days of that change.

3.3. Memberships are not refundable or transferable unless otherwise agreed by UVSL. Members found sharing their memberships may have their membership suspended or terminated by UVSL.

4. MEMBERSHIP CANCELLATION

4.1 You must provide UVSL with at least 24 hours written notice to cancel your membership by contacting info@uvsl.co

4.2 You must agree to participate in an exit interview either in person or via a phone call. This is to assist us to gather data to assist continual improvement of our products and services.

4.3 You may apply to UVSL in writing for a suspension of your membership at least seven days prior to your time away. Suspensions are permitted for a minimum period of 1 week.

5. APPOINTMENT CANCELLATION (APPLICABLE FOR ALL 1:1 SESSIONS + SEMI-PRIVATE GROUP TRAINING)

5.1 We know life gets in the way sometimes and are happy for you to modify your booking at any time up until 12 hours beforehand.

5.2 Cancellations made less than 12 hours prior will be charged the full appointment cost. (Discretion applied as required)

6. CLASS CANCELLATION

6.1 If you need to reschedule or cancel a class please do so within the cancellation windows to avoid a cancellation fee or loss of credit:

6.2 9 hour cancellation policy applies for ALL classes.

6.3 Cancellations made with less than 9 hours notice will result in a Late Cancel fee of \$10 per class for all Weekly Direct Debit Members and the loss of a credit for all clients with single or package pricing options.

6.4 Absence to class without a cancellation will result in a No Show Fee for all Members of \$15 per class and the loss of a credit for all clients with single or package pricing options.

6.5 You must cancel via the UVSL or MINDBODY App. No other method will be accepted.

6.6 Some classes book out so we recommend booking in advance to avoid disappointment. Members can book up to 7 days in advance.

7. TERMINATION

7.1. UVSL 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.

7.2. You may terminate your membership if you become affected by a long term or permanent injury or illness that will prevent you from using our services. Termination will take effect from the date we receive written confirmation from a medical doctor that your injury or illness will exceed a period of 6 weeks.

8. CLASS PASSES

8.1. Studio class passes may be purchased as follows:

(a) 10 class pass (expiring 12 months from the date it is purchased);

(b) 20 class pass (expiring 12 months from the date it is purchased);

(c) A custom package at the discretion of UVSL management;

8.2. Class packs cannot be refunded, transferred, suspended or extended.

8.3. Class packs are not valid for any private training, workshops, retreats, teacher training or special events.

8.4. If you need to reschedule or cancel a class please do so within the cancellation windows to avoid a loss of credit:

(a) 9 hour cancellation policy applies for ALL classes.

(b) Cancellations made with less than 9 hours notice will result in a Late Cancel fee of \$10 for all members and the loss of a credit for all clients with single or package pricing options.

(c) Absence to class without a cancellation will result in a No Show Fee for all Members of \$15 per class and the loss of a credit for all clients with single or package pricing options.

(d) You must cancel via the UVSL or MINDBODY App. Cancellations by text, email, Facebook or any other method will not be accepted.

(e) Some classes book out so we recommend booking in advance to avoid disappointment. Members can book up to 1 week in advance.

9. ATTENDING CLASSES

9.1 UVSL retains the right to refuse studio entry to any person at its sole discretion.

9.2. Any clients under 16 years of age must be signed in and accompanied by a parent or guardian.

9.3. You are required to follow all reasonable directions of UVSL staff and instructors while at the studio.

9.4. All purchases are final. UVSL will not provide a refund for missed classes for change of mind, temporary ill health or otherwise. If you know you will be unable to attend a class, please cancel your booking in accordance with UVSL cancellation policies.

10. PHYSICAL CONDITION / INJURIES

10.1 By attending UVSL you warrant that, to the best of your knowledge, you are in good physical health and have no existing medical conditions that would prevent you from participating in UVSL's services, or that would be aggravated by using the services.

10.2 You must consult a doctor or qualified professional if you have any injuries or become aware of any health concerns that may impact on your participation in the services before commencing training at UVSL.

10.3. If you have an injury or health concern you must notify UVSL before commencing any training at the Studio.

10.4. It is your responsibility not to use any equipment or undertake any exercise that you suspect may adversely affect any medical condition you have or as per the advice of your healthcare professional.

11. KICKSTART AND LEGACY COACHING SERVICES

11.1. General Information: Any information provided by UVSL staff during coaching sessions is for general information purposes only and should not be regarded as legal, financial, or medical advice.

11.2. Responsibility: UVSL's coaches may provide you with advice and guidance; however, you acknowledge and agree that you are solely responsible for your own choices and actions and for the outcome of those choices and actions.

11.3. Documentation: UVSL's staff may take and keep on your file detailed notes of your sessions.

11.4. Reporting: UVSL reserves the right to report to the appropriate authorities any situations where you are considered to be at risk of self-harm, or of harming others. UVSL

staff are also under an obligation to report to police any information received from you about the commission of a criminal act.

11.5. KICKSTART Guarantee: KICKSTART includes a 100% no questions asked money back guarantee. This guarantee must be exercised within the first 7 days of the official commencement of the program. Participants must email info@uvsl.co to request the refund and agree to an exit interview phone call, which assists in the continuous improvement of the program.

11.6. Transition to LEGACY: Upon completion of KICKSTART, participants have the option to continue with UVSL coaching services by rolling over to the LEGACY Program. Coaching periods available for LEGACY are 6 weeks, 12 weeks, 26 weeks, and 52 weeks.

11.7. Payment Structure:

(a) KICKSTART Program requires a full upfront payment unless otherwise agreed upon by UVSL management.

(b) The LEGACY Program operates on a week-to-week direct debit, continuing until the end of the chosen coaching period.

11.8. Cancellations:

(a) Should a client choose to cancel KICKSTART after the initial 7-day money back guarantee period, they will not be eligible for a refund.

(b) If a client opts to cancel the LEGACY Program before the end of their selected coaching period, they will be liable for 50% of the cost for the remaining agreed-upon duration.

(c) Participants must email info@uvsl.co to request cancellation and agree to an exit interview phone call, which assists in the continuous improvement of the program.

11.9. Engagement: Clients of both KICKSTART and LEGACY are expected to actively engage with the program and their respective coaches. If a client disengages by neglecting tasks, not inputting nutritional data, or ignoring messages from their coach, the coach will attempt phone contact thrice to reengage the client. Failing successful reengagement, the client's access to KICKSTART or LEGACY will be revoked. LEGACY Program clients in this situation will be billed for 50% of the remainder of their agreed coaching period.

11.10. Marketing Consent: By enrolling in the KICKSTART and/or LEGACY Programs, clients consent to providing a testimonial and allowing UVSL to use their progress data and photos for marketing purposes. Should a client be unwilling for UVSL to utilize their data for these purposes, they must communicate their preferences directly to their coach.

12. PRIVACY

12.1. Your "personal information" (as defined by the Privacy Act 1988 (Cth)) will only be used by UVSL or our direct debit provider to provide you with the services contemplated by the Direct Debit Request or these Terms. UVSL will only disclose such information to third parties to the extent specifically required by law.

12.2. You consent to UVSL's use of your image in any promotional materials, including on UVSL's social media accounts. You must specify in writing if you wish to not feature in promotional materials.

13. ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT DECLARATIONS:

13.1 This Agreement is entered into between VALOUR INVESTMENTS PTY LTD as Trustee for D&E TRUST trading as UVSL ("UVSL") and Trainers ("Trainer") and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

13.2 ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal or group training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavour. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

13.3 RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge UVSL (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while travelling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

14.4 INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless UVSL and Trainers from any loss, liability, damage, or cost Trainer may incur due to the provision of personal or group training by Trainer to you.

13.5 ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Victoria and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that UVSL and its Trainers offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. UVSL and Trainers is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. You acknowledge and agree that UVSL and Trainers do not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.