TERMS AND CONDITIONS

These terms and conditions are between Movement Principle Pilates and the Member. These terms and conditions and the Schedule form the entire agreement under which we will provide the Services to you.

1. DEFINITIONS

- (a) "Agreement" means this Membership Application Form including the Schedule, the Terms and Conditions and the Privacy Policy.
- (b) "Movement Principle Pilates" means Movement Principle Pilates (Qld) Pty Ltd A.C.N. 146663372 and ABN 76 929 797 719 as Trustee for The Movement Principle Unit Trust trading as Movement Principle Pilates and its related bodies corporate, associated entities, successors and permitted assigns.
- (c) "Movement Principle Pilates Bank Account" means the bank account nominated in writing by Movement Principle Pilates from time to time.
- (d) "Casual Pass" means a pass for a single session of one of the Services offered by Movement Principle Pilates.
- (e) "Commencement Date" means the date the Applicant signs the Agreement.
- (f) "Confidential Information" means information which:
 - i. is disclosed to the Member in connection with this Agreement at any time;
 - ii. prepared or produced in connection with this Agreement at any time;
 - iii. relates to the business, assets or affairs of Movement Principle Pilates;
 - iv. relates to the subject matter of, the terms of any/or any transactions contemplated by this Agreement. whether or not such information or documentation is reduced to a tangible

form or market in writing as "confidential" and howsoever the Member receives that information.

- (g) "Direct Debit" means the agreement provided by Movement Principle Pilates for the Member to authorise the direct debit of the Membership Fees from the Members Bank Account to Movement Principle Pilates Bank Account.
- (h) "GST" has the same meaning as the GST Act.
- (i) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999.
- (j) "Maximum Suspension Period" means the period of 2 (two) months.
- (k) "Member" means the applicant that is named in Section 1 of the Schedule to this Agreement.
- (I) "Membership" means the membership selected by the Member in Section 4 which operates pursuant to the obligations, terms and conditions of the Agreement and includes the services detailed in the following clauses for the type of membership selected by the Member: i.Group membership, 2 class per week or 3 class per week
- (m) "Members Bank Account" means the bank account nominated by the Member to Movement Principle Pilates from time to time. (q) "Membership Fees" means the recurrent fee payable for the Membership by the Member to Movement Principle Pilates as detailed in the Schedule and as varied by Movement Principle Pilates from time to time.
- (n) "Membership Term" means the term of the Membership starting on the Commencement Date and continuing in duration for at least the Minimum Membership Term and will continue after the Minimum Membership Period until terminated or cancelled in accordance with the terms of this Agreement.
- (o) "Minimum Membership Term" means the period of three (3) months from the Commencement Date.



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- (p) "Pass Package" means the selection of either five (5) passes or ten (10) passes in Section 4. The five (5) passes will include five (5) single sessions of one of the Services offered by Movement Principle Pilates. The ten (10) passes will include ten (10) single sessions of one of the Services offered by Movement Principle Pilates.
- (q) "Privacy Policy" means the privacy policy published by Movement Principle Pilates (as amended) from time to time.
- (r) "Services" means the movement and mindfulness sessions including yoga, pilates, reformer pilates, clinical pilates, scoliosis pilates and other movement classes and sessions provided by Movement Principle Pilates to the Member in accordance with the Agreement.
- (s) "Studio" means the premises located at
 - (i) Brisbane CBD Studio, Level 2, 191 George street Brisbane Qld 4000
 - (ii) Annerley Studio, 255 Annerley Road, Annerley Brisbane QLD 4103
 - (iii) Paddington studio, 284 Given Terrace Brisbane QLD 4064

or any other premises from which Movement Principle Pilates operates from time to time.

- (t) "Studio Rules" means the rules published by Movement Principle Pilates and as amended by Movement Principle Pilates from time to time.
- (u) "Third Party Services" means those services including workshops, ceremonies and treatments that are not provided by Movement Principle Pilates but from a third party providing them at the Studio.
- (v) "Terms and Conditions" means the terms and conditions of purchase related to purchases of services at Movement Principle Pilates
- (w) "Website" means the website of Movement Principle Pilates.
- 1.1. In these Terms, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
- (b) a gender includes other genders:
- (c) another grammatical form of a defined term has a corresponding meaning;
- (d) a reference to a document includes variations or replacements thereof;
- (e) a reference to a person includes an individual, body corporate or other entity;
- (f) a reference to a rule or law includes subordinate, amending and replacement laws;
- (g) headings are for ease of reference only and do not affect interpretation.

2. ACCEPTANCE OF AGREEMENT

- 2.1. Each of the following acts or omissions will constitute the acceptance of the Agreement by the Member:
- (a) by signing and acknowledging purchases adhere to the Membership Agreement.
- (b) Completing and submitting the registration application on the website and electronically selecting the acceptance box on the website;
- (c) instructing us to proceed with the Services;
- (d) making payment of the Membership Fees; and
- (e) any other conduct that indicates or constitutes acceptance of these Terms and Conditions. Upon acceptance, the Agreement is legally binding on the Member.
- 2.2. Where more than one Member enters into the Agreement or where the Member comprises multiple persons or entities, they will be jointly and severally liable for the performance of all obligations of the Member under the Agreement.



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2.3. Where a Member enters into the Agreement as a trustee of any trust, the Member and its successors as trustee of the trust are liable under these Terms and Conditions in their own right and as trustee of the trust. Nothing releases the Member from any liability in their personal capacity.

3. MEMBERSHIP

- 3.1. The Agreement allows the Member to have use of the facilities at the Studio for the Services offered under the Membership subject to the terms and Conditions in the Agreement.
- 3.2. The Member must comply with the Terms and Conditions in the Agreement.
- 3.3. The Member must comply with the Studio Rules.
- 3.4. The Member must be at least sixteen (16) years of age. If the Member is at least sixteen (16) years but is under eighteen (18) years of age then the Member's parent/guardian is required to sign the Membership Application Form and to accept responsibility for the performance of all obligations and Terms and Conditions by the Member including the payment of the Membership Fees.
- 3.5. A child under the age of sixteen (16) years is not eligible to be a contactable Member but their parent/guardian can be the Member and can buy Passes for their child to attend the Children's Sessions.

4. SERVICES, BOOKING REQUIREMENTS AND CANCELLATION POLICIES

- 4.1. Movement Principle Pilates agrees to provide the Services included in the Membership, Casual Pass, Pass Package in accordance with the Agreement and all relevant laws.
- 4.2. The Member acknowledges that Movement Principle Pilates may provide the Services to the Member by utilising their employees, agents, contractors or sub-contractors.
- 4.3. Movement Principle Pilates may from time to time permit Third Party Services to operate from the Studio for the benefit of Members.
- 4.4. A Member must make a booking for any group or studio sessions.
- 4.5. A Member acknowledges that all sessions will be filled on a first in basis and no session will exceed the numbers allocated by Movement Principle Pilates in their absolute discretion.
- 4.6. A booking for a session will only be accepted by Movement Principle Pilates if the Member has paid the Membership Fees or the fees for the Casual Pass, package or membership.
- 4.7. The cancellation of a booking for a session must be made by a Member at least 24 hours prior to the booked time for the studio session or 12 hours before the group session otherwise the Member will forfeit the pass or fee paid by the Member for the session.
- 4.8. All cancellations must be made online via the booking site or APP as there is no full time reception cancellations can not be made via email or phone.
- 4.9 The only instance of the time not being adhered to will be with presentation of a medical certificate covering the time.
- 4.10 if a member late cancelled or no shows more than 4 times in a month a service and late charge fee of \$10 AUD will apply

5. SERVICE & OTHER AMENDMENTS

- 5.1. Movement Principle Pilates reserves the right (in their absolute discretion) without the consent of the Member to cancel, change or vary the following:
- (a) the Services;
- (b) the opening days and opening hours of the Studio;
- (c) the session times:
- (d) the teachers;



- (e) the workshops;
- (f) the duration of a session;
- (g) the facilities and equipment available for use by the Member at the Studio.
- 5.2. The Member is responsible for ensuring they review the timetables published by Movement Principle Pilates for the sessions, workshops etc.
- 5.3. Movement Principle Pilates may suspend the Membership without the consent of the Member for a period determined by Movement Principle Pilates if required due to:
- (a) the maintenance, renovation or repairs to the Studio; or
- (b) by the order, direction or recommendation of any local authority, agency, State Government or Commonwealth Government.
- 5.4. Movement Principle Pilates may temporarily suspend the Membership, for any reason, without the consent of the Member.

6.0.MEMBERSHIP FEES, PRICE AND PAYMENT

- 6.1. The Member must pay the Membership Fees to Movement Principle Pilates on a fortnightly basis from the Commencement Date.
- 6.2. The Member must enter into an agreement or direct debit authority for the payment of the Membership Fees to Movement Principle Pilates under Clause 10.1.
- 6.3. The Membership fee will be automatically deducted from the Members Bank Account by direct debt on a recurrent monthly or usage basis with the first payment to be deducted at the purchase Date.
- 6.4. All payments are to be made in Australian dollars unless otherwise agreed in writing by Movement Principle Pilates.
- 6.5. Time is of the essence with respect to the Member's obligation to pay the Membership Fees.
- 6.6. If the Member's automatic direct debit reverses or is returned by the Member's financial institution so payment is not received by Movement Principle Pilates Studios the following will apply:
- (a) the provisions of clause 6.7 and 6.8 of the Agreement;
- (b) Movement Principle Pilates may immediately terminate the Agreement;
- (c) the outstanding payment together with all interest and costs will be processed within seven(7) days of the reversal;
- (d) if not paid under clause 6.6
- (c) then Movement Principle Pilates may refer it to a collection agency and it may have a negative impact on the Member's credit report.
- 6.7. The Member is to pay Movement Principle Pilates on demand interest at the rate of ten per cent (10%) per annum on all overdue amounts owed by the Member to Movement Principle Pilates, calculated daily and compounded.
- 6.8. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees (on an indemnity basis) and internal costs and expenses of Movement Principle Pilates, are to be paid by the Member as a debt due and payable under the Agreement.
- 6.9. If any Membership Fees are not paid by the Member then Movement Principle Pilates can withhold the Services (until all overdue amounts are paid in full including any interest and costs) and/or cancel the Member's Membership.
- 6.10. The Movement Principle Pilates may in its complete discretion apply any payment received from the Member to any amount owing by the Member to Movement Principle Pilates.
- 6.11. Movement Principle Pilates reserves the right to increase Membership Fees after the expiration of the Minimum Membership Term and if the fees are increased will provide one (1) weeks prior written notice to the Member.





6.12. The Member is responsible for arranging the cancellation of the direct debit on the cancellation or termination of this Agreement.

7. MEMBERSHIP TERM

7.1. The Agreement is operative for the Membership Term.

8. MEMBERSHIP CANCELLATION AND TERMINATION

- 8.1. The Member is not permitted to cancel the Membership during the Minimum Membership Term.
- 8.2. The Member may cancel the Membership after the Minimum Membership Term by providing at least one (1) weeks prior written notice to Movement Principle Pilates.
- 8.3. If the Member is in breach of the Agreement or studio conduct policy then Movement Principle Pilates may terminate the Agreement and the Membership if the Member does not remedy the breach within five (5) business days of receiving a written notice of the breach from Movement Principle Pilates.
- 8.4. Movement Principle Pilates may terminate the Agreement immediately if there is any imminent danger to the Member (including but not limited to the Member suffering an injury or from a medical condition that prohibits them from engaging in the Services) or an employee, agent, contractor or sub-contractor of Movement Principle Pilates or any other person (including but not limited to other members).

9. MEMBERSHIP SUSPENSION

- 9.1. After the expiration of the Minimum Membership Term a member may suspend their Membership on two (2) occasions in a calendar year for a total suspension period that does not exceed the Maximum Suspension Period by providing at least one weeks (1) prior written notice to Movement Principle Pilates if the suspension is required for one of the following reasons:
- (a) holiday or travel; or
- (b) injury or illness; or
- (c) illness or death of a family member.
- 9.2.2. If the Member suspends the Membership due to injury or illness then the Member is required to provide a medical certificate or written confirmation from a qualified doctor for the injury and/or illness.

10. MEMBERS OBLIGATIONS AND WARRANTIES

- 10.1. The Member represents, warrants, acknowledges and agrees that:
- (a) the Member is in good health and medically sound to participate in the Services;
- (b) they do not suffer from any medical conditions (other than any conditions detailed in the Schedule) and if they have any medical conditions that they have doctors' consent to undertake the Services;
- (c) by obtaining the Services from Movement Principle Pilates that the Member will be engaging in physical activity and exercise which has an inherent risk of personal injury and they accept responsibility for their own health and participate in the Services at their own risk; (
- d) Movement Principle Pilates and their employees, agents, contractors or sub-contractors do not have medical training and are not qualified to assess whether the Member is in good health capable of participation in the Services without detriment to their health, safety, comfort or physical condition:



- (e) the Member will co-operate with Movement Principle Pilates and will provide all documentation and information including the state of their health to enable Movement Principle Pilates to provide the Services as requested by them, from time to time, and will provide it in a timely manner;
- (f) all information provided by the Member will be true, correct and complete;
- (g) the Member will conduct themselves in a courteous and polite manner and will not do anything to harm or interrupt the enjoyment of another person, member or Movement Principle Pilates employee, agent, contractor or sub-contractor;
- (h) the Member will not engage in any offensive, intimidating or illegal behaviour or conduct;
- (i) if the Member makes any changes to their bank account that they will establish a new direct debit authority for payment of the Membership Fee;
- (j) the Member is not bankrupt and is not insolvent or in receivership or under administration, official management or liquidation and has not entered into an arrangement with its creditors;
- (k) the Member is able to perform its obligations under the Agreement;
- (I) it has not withheld from the Movement Principle Pilates any document, information or other fact material to the decision of Movement Principle Pilates to enter into the Agreement and to provide the Services to the Member;
- 10.2. The Member must immediately notify Movement Principle Pilates if any of the above representations, warranties and covenants cease to be true and correct.
- 10.3. The Member's obligations under the Agreement may only be performed by the Member and cannot be assigned.
- 10.4. The Member must comply with:
- (a) any Studio Rules;
- (b) the warranties in Clause 10.1; and
- (c) all reasonable directions and notices issued by Movement Principle Pilates to the Member.
- 10.5. The Member must comply with all applicable laws and regulations and not do (or omit to do) anything whereby Movement Principle Pilates or any person could be rendered liable to any claims, legal proceedings, prosecutions or government intervention.
- 10.6. If the Member is in breach of Clause 10 then Movement Principle Pilates are entitled to terminate this Agreement without providing prior written notice to the Member.

11. CASUAL PASS AND PASS PACKAGE

- 11.1. A member must pay the fees for the Casual Pass, or Pass Package before the pass will issue to the Member.
- 11.2. A Casual Pass or Pass Package must be used by the Member that applied for the Casual Pass or Pass Package.
- 11.3. The Member must pay the Casual Pass Fees or Pass Package fees to Movement Principle Pilates and all fees paid are non refundable.
- 11.4. A Children's Pass cannot be used by the parent/guardian Member for any of the children in the Member's family.
- 11.5. Subject to clause 11.4, a Member cannot transfer or assign the benefit of the Causal Pass, or Pass Package.
- 11.6. A Casual Pass or a Children's Pass will remain valid and current for use by a Member for a period of two (2) weeks commencing on the date of issue to the Member.
- 11.7. A Pass Package can be used by the Member for the number of single sessions included in the Pass Package from the Services offered by Movement Principle Pilates and the Pass Package will remain valid and current for use by a Member for a period of 2 months for a 5-class Pass, and 3 months for a 10-class Pass commencing on the date of the first attendance using the pass.



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- 11.8. A Casual Pass can be used by a Member to obtain a single session from the Services offered by Movement Principle Pilates and the Pass expires immediately after use by the Member for a session
- 11.9 .If the Member wants to use a Casual Pass or Pass Package for a any Pilates session then the Member is required to book a class.
- 11.10 The Member acknowledges that all classes will be filled on a first in basis and no session will exceed the numbers allocated by Movement Principle Pilates in their absolute discretion.

12. NEW CLIENT PACKAGES AND PASSES

- 12.1 Only new clients to Movement Principle Pilates are eligible to purchase new client packages and Passes. if a client has attended Movement Principle Pilates Before through a 3rd party platform such as class pass or punchless they are not eligible for the introductory new client packages or passes offers.
- 12.2 A member cannot transfer or assign the benefit of a new client package or pass to another person

13. CHILDREN

- 13.1. Any child that attends the Studio for a Service under 16 years of age must be accompanied by their parent/guardian to be delivered to and collected from the Studio.
- 13.2 The child's parent/guardian must be present at the Studio at least five (5) minutes prior to the end time of a session in preparedness to collect the child.
- 13.3. A person other than the child's nominated parent/guardian in Section 1 of the Schedule is not permitted to deliver or collect the child unless the prior written consent of the parent/guardian has been provided to Movement Principle Pilates clearly identifying the nominated adult and authorising them to deliver to and/or collect the child from the Studio.
- 13.4 If a parent/guardian does not comply with the requirements of Clause 13 then Movement Principle Pilates can automatically terminate the Agreement or cancel the Pass (without the consent of the parent/guardian) and there will be no refund of any prepaid monies for the Membership or Pass.

14. STUDIO REQUIREMENTS FOR MEMBERSHIP AND PASS

- 14.1 The Member are to be in attendance at the Studio at least 5 minutes prior to the scheduled time for a session.
- 14.2 The studio door can be closed at the discretion of the instructor at the commencement of a session/workshop for safety and security. No late entry will be permitted.
- 14.3 No early departure will be permitted unless pre-arranged by the Member with Movement Principle Pilates or the teacher for the session/workshop to ensure safety and exercise effectiveness.
- 14.4. The Member is responsible for ensuring that any equipment used by the Member is cleaned by way of antibacterial wipe provided at the end of the session/ workshop before the Member departs the Studio any equipment is to be returned to the area designated by Movement Principle Pilates for safety reasons

15 FORCE MAJEURE

15.1 If circumstances beyond the control of Movement Principle Pilates prevents or hinders them in performing the Services under the Agreement, then they are released from performing its obligations



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under the Agreement while the circumstances continue. Movement Principle Pilates may elect to terminate the Agreement or keep the agreement on foot until such circumstances have ceased. 15.2 Circumstances beyond the control of Movement Principle Pilates includes (but is not limited to) strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 16.1. The Member acknowledges and agrees that they use the Membership and the Services at their own risk and releases Movement Principle Pilates from any direct or indirect, special or consequential loss, damage or expense, claim, action or demand suffered by the Member arising out of any act or omission of the Movement Principle Pilates or any breach by the Movement Principle Pilates of the Agreement.
- 16.2 The Member releases Movement Principle Pilates from any liability, claims, actions or demands whatsoever relating to:
- (a) any personal injury to the Member including any permanent paralysis;
- (b) loss or damage of the Member's personal belongings; and
- (c) the death of the Member.
- 16.3. The Member releases and fully indemnifies Movement Principle Pilates from and against, and must keep the Movement Principle Pilates fully indemnified from and against, all expenses, loss, damage, claims, costs and other liabilities (including legal costs on an indemnity basis) arising from any direct or indirect act, omission or negligence of the Member (or any of its officers, agents, employees and other representatives) in relation to the Agreement and the Services including (but not limited to):
- (d) any default under, or failure to perform, the Agreement;
- (e) any excessive or deliberate damage to the equipment of Movement Principle Pilates; and (f) any death or injury to a person, and any loss or damage to real or personal property, caused by or contributed to by the Member;
- 16.4. Each amount payable under the indemnities in Clause 16 is a debt due and payable to Movement Principle Pilates on demand.

17. WAIVER

- 17.1. The Member uses the Membership and Services at their own risk and assumes responsibility for all risk of personal injury, sickness, death, damage and expense as a result of participation in the Membership and Services and accepts the Terms and Conditions of the Agreement and acknowledges and agrees that:
- (a) the Member participates voluntarily in any sessions, classes, workshops or events offer by Movement Principle Pilates and there has been no influence or undue pressure by Movement Principle Pilates;
- (b) the Member has been examined by a licensed medical practitioner within the past six (6) months and the medical practitioner diagnosed the Member with health suitable to the participation in the Membership and Services under the Agreement;
- (c) by obtaining the Services that the Member will be engaging in physical activity and exercise which has an inherent risk of personal injury, permanent paralysis or death and they accept responsibility for their own health and participate in the Services at their own risk and that Movement Principle Pilates is not responsible for monitoring their health or their physical condition



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nor are they responsible for making any assessment as to the Member's capacity to participate in the Services:

- (d) the Member accepts all responsibility for the use of the Membership and the Services by any child as their parent/guardian and grant their permission to the child to use the Membership and the Services under the Agreement;
- (e) they are responsible for their own personal belongings and ensuring they are safe and secure and that Movement Principle Pilates has no responsibility for their personal belongings;
- (f) Movement Principle Pilates are not required to provide any advice, training or medical assistance to the Member and are being engaged to provide the Services under the Agreement;
- 17.2 The Members warrants that they have disclosed any medical condition or medication that could have an adverse impact on their health or capacity to participate in the Services. If the Member suffers from a medical condition they warrant that they have had their health assessed by a doctor and obtain the consent of the doctor to participate in the Services and will ensure that they have regular medical reviews.

18. CONFIDENTAILITY

- 18.1. Subject to clause 18.2, the Member must keep confidential and not use or permit any authorised use of all Confidential Information. including filming within the studio or recording of any in studio activity without permission
- 18.2 Clause 22.1 does not apply where the disclosure is required by law or the disclosure is to a professional advisor in order to obtain advice in relation to matters arising in connection with this Agreement and provided that the Member ensures that the advisor complies with clause 18.1

19.COVID-19 ANDILLNESS

- 19.1. The Member is not permitted to attend the Studio if they are suffering from the symptoms of Covid-19 including (but not limited to) feeling unwell and flu symptoms. and have tested positive 19.2 The Member must ensure they comply with the following requirements at all times:
- (a) sign in their attendance at the Studio in the manner directed by Movement Principle Pilates from time to time; and
- (b) apply hand sanitiser to their hands on entry into the Studio;
- (c) after using equipment ensure that the Member cleans it using the antibacterial wipes provided by Movement Principle Pilates;
- (d) if using a bolster or blanket provided by Movement Principle Pilates that the Member brings a towel to cover them before using them;
- (f) ensure that all yoga blocks, balls, hand weights and any other equipment is wiped and cleaned using antibacterial wipes after use;
- (g) must wear pilates socks (grips on soles) or regular socks during all group and studio pilates sessions; and
- (h) comply with all social distancing requirements and any other COVID-19 safe requirements issued by an authority, the Queensland Government or the Commonwealth Government;
- 19.3 Members must forfeit class credit in instances of late onset illness that keeps them from participating in a booked session within 24 hours for studio sessions and 12 hours for group classes



20. MISCELLANEOUS

- 20.1. The Agreement will be governed by the laws of Queensland. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in Queensland.
- 20.2. Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the parties. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of forty-eight (48) hours in the case of post, or at the time of transmission in the case of transmission by email.
- 20.3. Nothing in these Terms and Conditions is intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) except to the extent permitted by those Acts where applicable. The liability of Movement Principle Pilates for a breach of any non-excludable conditions or warranties is limited to the resupply of the services under the Agreement and to the payment of the costs for the resupply of the services under the Agreement. 20.4. Movement Principle Pilates may license or sub-contract all or any part of its rights and obligations without the Member's consent. Movement Principle Pilates may elect to transfer or assign all or any part of its rights and obligations hereunder to any third party without the Member's
- 20.5. The failure by Movement Principle Pilates to enforce any provision of this Agreement will not be treated as a waiver of that provision, nor will it affect their right to subsequently enforce that provision.
- 20.6. Any party signing or executing or otherwise accepting the Agreement on behalf of the Member as the Member's director, officer, attorney, representative, parent or guardian hereby warrants, states and represents in his or her personal capacity that he or she is duly authorised and permitted to do so by the Member and by law.
- 20.7. If any clause hereof is unenforceable and capable of severance, it will be severed leaving the other provisions binding.
- 20.8. The Member provides consent to Movement Principle Pilates providing information via SMS under the Spam Act 2003.
- 20.9. Subject to any written agreement to amend the Terms and Conditions hereof, the Agreement constitutes the entire agreement between the
- parties with respect to its subject matter. No warranties, representations, guarantees or other terms or conditions of any kind not contained and recorded in the Agreement are of any force or effect.



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