

Brent Street: Terms and Conditions

Our Relationship

This Agreement is between Brent Street and the Student (and where the Student is under the age of 18 years, the Parent/Guardian on behalf of the Student), is legally binding and is governed by the laws of the state in which the Student attends classes. This agreement is binding until we receive notice of cancellation as per the paragraphs below.

Payment of Fees

All fees are payable via direct debit from a credit card or bank account over a specified period through a service provider nominated by Brent Street. Cash or cheque payments are not accepted. Brent Street and/or the service provider nominated by Brent Street may charge a merchant service fee, administration and/or transaction charges and any other late payment charges if the details you provide to us or the service provider are incorrect causing a stop, incorrect drawing from or no payment from your account. Any failed payments will be re-processed on a date determined at Brent Street's discretion. **Brent Street reserves the right to terminate your membership and/or provide your information to a debt collection agency due to payments falling in arrears (subject to applicable legislation). PLEASE NOTE: All membership fees must be kept up to date to allow students to continue attending classes.**

Cancelling your Membership

You may cancel your membership at any time by providing us with **written notice**. Your cancellation will be effective on the last day of the term. Therefore, your deductions will continue until the full term's fees are paid. No refunds mid term are permitted under any circumstances unless a doctors certificate is provided for injury/illness.

No memberships can be put on hold

Missed or Cancelled Classes

Brent Street does not offer make-up classes for any missed or cancelled group or private sessions

Health of a Student

We accept Students on the assumption that they are in good health and fitness. It is your responsibility to notify Brent Street of any medical complaint or history suffered by the Student that may prevent that Student from engaging in any physical or active or passive exercises or routine. A Student is only permitted to bring water to classes. No food can be brought into a Brent Street class.

Brent Street Expects Good Behaviour

Brent Street wants every Student to have a safe and enjoyable experience, therefore we reserve the right to terminate this Agreement without notice for behaviour by the Student or that Student's Parent/Guardian that is (in the reasonable opinion of Brent Street) verbal abuse, intimidation, discrimination, harassment, extortion, threats/acts of physical violence (or any other acts of unacceptable behaviour) towards fellow Students, Parents/Guardians, Brent Street employees or employees of Venues where the Brent Street classes are held. In the event that we terminate your enrolment under this clause, we may charge you a reasonable fee to do so, taking into account the instalments that you owe for the remainder of your course fees and charges.

Liability

1. Except where to do so would contravene any law or cause any part of this clause to be void or unenforceable, or for breach of an Implied Term, we exclude liability:- for any loss or damage that the Student or you may suffer due to any errors or omissions on any Application or Registration Form provided by Brent Street to you (such as Emergency Contact, Health and Allergies) at the commencement or during the Minimum Commitment (and any extension) where that form is completed by you or by another person looking after the Student (subject to clause 4 of this liability clause) for death or personal injury or illness to a Student arriving at, attending or leaving a Brent Street class or any activity related to the Brent Street class (whether organised by Brent Street or a third party on behalf of Brent Street) except in the circumstances where the death or injury or illness is caused by the gross negligence or wilful default of any employee of Brent Street or any other default on behalf of Brent Street for any loss or damage suffered by the Student or you which is caused by a third party that is not in any way related to the service provided by Brent Street to the Student in accordance with this Agreement for any loss or expense due to any circumstances beyond our control, which may include (but is not limited to) an act of god, delays in public transport, weather, quarantine, strikes or other industrial action, terrorism, fire and riot for any loss of, or damage to any personal property belonging to you or the Student except where such loss shall be caused by the gross negligence or wilful default of any employee of Brent Street or any other default on behalf of Brent Street.

2. Except where to do so would contravene any law or cause any part of this clause to be void or unenforceable, or for breach of an Implied Term, without

prejudice to the other terms of this Agreement, we exclude liability to you for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), loss of goodwill or reputation, any other special, indirect or consequential losses or loss to third parties or consequential losses of any nature at all which may be suffered by you where that loss is incurred directly or indirectly as a result of this Agreement.

3. Clause 2 applies to the entire Agreement and at all locations where classes are conducted by Brent Street.

4. To the extent that the services provided by Brent Street are "recreational services" for the purposes of section 68B of the Trade Practices Act 1974 as amended or replaced from time to time (whether by the Trade Practice Amendment (Australian Consumer Law) Act (No. 2) 2010 or otherwise), or an equivalent provision of State or Territory legislation, we can and do exclude liability for death or personal injury caused by a contravention of the Implied Terms.

Statutory Conditions

Brent Street acknowledges that the *Trade Practices Act 1974*, as amended or replaced from time to time (whether by the *Trade Practices Amendment (Australian Consumer Law) Act (No. 2) 2010* or otherwise), and similar State and Territory legislation, confers certain rights and remedies on you in relation to the provision of goods or services ("Implied Terms") by Brent Street under this Agreement which cannot be excluded, restricted or modified by agreement. Brent Street does not exclude, restrict or modify the Implied Terms and the limitations or exclusions in the Liability section of this Agreement do not apply to the Implied Terms. Brent Street does however otherwise exclude all other conditions, warranties and guarantees implied by custom, the general law or statute.

Photograph and Video

In the interest of protecting the privacy of our Students, we cannot allow any classes to be recorded or any Students to be photographed without our prior written consent. Any breach of this by you will entitle us to immediately terminate this Agreement

Brent Street Advertising and Promotional Material

If you are selected for promotional material, then this clause constitutes a Talent Waiver where you agree that we may take any photographs or make an audio or video or digital recording of you or the Student at a Brent Street event and use that material in any promotions in print, photography, reproduction of scripts, radio, television, internet streaming, internet sites of Brent Street or any third parties we consider appropriate. All copyright in this material will reside with us and that you waive your rights to receive any royalties or fees should we use your image in any promotional materials we (or another party on our behalf) produce.

Changes to the Agreement

Brent Street may change the terms of this Agreement and/or the Fees by giving you 30 (thirty) days written notice. If we change this Agreement, you can terminate this Agreement if you can demonstrate that such change is detrimental to you and the change was not one that was expressly permitted by law.

Please keep your records up to date

Please ensure that you keep us promptly informed of any change to your contact or payment details. We will not be responsible for any event relevant to your enrolment due to a failure by you to notify us of any relevant changes. Brent Street communicates information via email and as part of this service you must have a valid email account.

Other

If any provisions of this Agreement are deemed void, invalid, illegal or unenforceable for any reason, that clause may be severed without affecting the enforceability of the other provisions of this Agreement which Agreement shall, to the maximum extent permitted by law, continue to be valid and enforceable.

Definitions used in this Agreement

Agreement means this Agreement

Brent Street, us, we, means **Brent Street Pty Ltd ABN 31 123 481 596** of Building 101, Entertainment Quarter, Moore Park, New South Wales, 2021

Membership means your membership of Brent Street.

Student, means the Student attending Brent Street. For all Students under the age of 18 years, all terms set out in this Agreement are the responsibility of the Parent and/or Guardian of the Student.

You means the Student (if you are 18 years or over) or the Parent/Guardian of the Student if the Student is under 18 years of Age Unless otherwise stated in this Agreement all clauses relate to the Student and/or the Parent/Guardian of the Student.

Signed Agreement Guardian:

Date: ___/___/2016