**TERMS AND CONDITIONS OF PRIME HEALTH GROUP HOLDINGS PTY LTD (ACN 663 729 324)**

(**Company**)

These Terms and Conditions (**Terms**) apply to the Company, our website www.primerecovery.com.au (**The Website**) and the ordering, payment and participation in the services that we offer via The Website and or physically in our treatment studio (**Services**).

These Terms also apply to the content or material contained on The Website, accessed via links from The Website or that we provide to you, including information about how to book and pay for The Services and refund and cancellation policy and other material relating to the Company (**Our Information**).

In these Terms, use of the terms ‘Company’, ‘we’, ‘us’ and ‘our’ refers to Prime Health Group Holdings Pty Ltd (ACN 663 729 324) as the provider of The Services and the owner of Our Information, and the terms ‘you’ and ‘your’ refer to the user of The Services or the user or viewer of Our Information.

By using, browsing and/or reading the Website, signifies that you have read, understood and agree to be bound by the Terms as they apply from time to time. You accept the Terms by remaining on the Website and using the Services. If you do not agree with these Terms, we cannot provide The Services to you and must cease usage of the Website and the Services immediately.

By agreeing to the Terms, you confirm to us that you are over 18 years old and have full legal capacity to enter into binding contracts, and that all information provided by you to us is true, correct and not misleading (by omission or otherwise), and may be relied upon by us without verification. The Services are not designed for use by persons under the age of 18 or persons who are pregnant.

**1. The Services**

The Services include the provision of infra-red sauna and hot and cold hydrotherapy services.[[1]](#footnote-1)

**2. Sign-Up Information and Passwords**

* 1. By signing up to the Services, you agree that all information provided during the sign-up process is true and accurate and you will update this information in order to keep it current, complete and accurate.
	2. During the sign-up process, you will be asked to select a password for your account (Membership). You agree to keep your password confidential at all times and must not disclose it to any third parties.
	3. You agree to be fully responsible for activities or transactions that relate to your Membership account or your password. If you have reason to believe that your password has been obtained by someone else without your consent, you must inform us immediately to disable your account.
	4. We will not be liable for any losses associated with your account being hacked and any resulting personal information in relation thereto being made publicly available.
	5. All information we obtain about you in connection with the subscription process and your subsequent use of the Website and Services is subject to our Privacy Policy.
	6. We reserve the right to reject any application for membership by anyone for any reason.

**3. Conditions of Participation**

* 1. We comply with all regulations as they apply to The Services including those imposed by COVID 19. You must comply with those regulations as well. This includes:
1. washing and sanitising hands;
2. staying home if unwell or showing signs of the virus; or
3. staying home if tested positive or are awaiting test results.
	1. You must:
4. abide by and comply with our written directions, rules and regulations as they relate to The Services;
5. not enter the premises if you are intoxicated;
6. not do anything to endanger yourself whilst on the premises or whilst participating in The Services;
7. not interfere with the quiet enjoyment of The Services by other customers;
8. not be rude to any person whilst participating in The Services;
9. dress appropriately for The Services;
10. not smoke in or about the premises at which The Services are held; or
11. not take photographs or video without the express permission of the subject including those surrounding the subject who may be caught in the photo or video.
	1. If you breach any of these conditions of entry in any way, you are not entitled to participate in The Services and/or enter the premises and in such case, no refund in part or full will be given.
	2. In addition, you:
12. represent and warrant that you are fit and in good health and are able to participate in The Services;
13. not doing anything which might bring us into disrepute; and
14. to comply with all of our reasonable directions including but not limited to directions associated with The Services, attendance, behaviour and dress.
	1. You must not admit guests or facilitate unauthorised access to the premises, without our prior written consent, such consent will be subject to the additional person signing the agreement, waiver and release of liability document. To the extent that any persons enter the premises and have not signed the agreement, waiver and release of liability document and received our prior written consent, the Company shall have no liability in respect of that person.

**4. Purchase, Payment and Supply of The Services**

* 1. The Services are listed on the Website (**Treatments**). The price for each Treatment is on The Website. These prices may change from time-to-time. All prices are quoted in Australian Dollars ($AUD) and all transactions are processed in Australian Dollars ($AUD). Unless otherwise specified the price includes any value added tax such as GST. We accept the forms of payment we offer to you when you checkout the payment of your Treatment.
	2. Your access to and use of the Services commences on the day that we approve your registration and/or membership application.
	3. You must pay for The Services or specific Treatments in accordance with the payment terms we prescribe The Website from time to time. We reserve the right exclude you from participating in The Services where you have failed to pay all or any part of fees due and payable to us.
	4. If the direct debit option is taken, your membership fees will be direct debited from your nominated bank account or credit card. By nominating a credit or debit account, you authorise us to deduct from that account all fees and other charges you are responsible for under these Terms.
	5. It is your responsibility to ensure that you have sufficient funds in your nominated bank account when the weekly payments are to be direct debited. If there are insufficient funds in your nominated bank account, or there is another reason your account was unable to be debited, you will be responsible for our administration fees and or collection fees. We may charge a late payment fee if your payment is not made on the due date.
	6. We are not responsible or have any control over any third-party merchant facilities (such as Stripe). You acknowledge and agree that we will not be liable for any loss or damage arising out of their use of a third-party payment gateway. We advise that you should read and understand the terms and conditions of the third-party merchant facilities before using them.
	7. You must tell us if you are transferring or closing your account or card, at least seven (14) days before your next direct debit. You must also tell us about any changes to your account or credit card, such as an expiry date or number, at least seven (14) days before your next direct debit.
	8. We review our fees periodically and may change the fees from time to time. Your fees may be increased at our discretion of and at any time, subject to thirty (30) days written notice. It is your responsibility to ensure that we have up to date contact information for you. Where we have made a reasonable effort to let you know about a Fee increase, you authorise us to increase any direct debits from your nominated bank account or credit card. You may elect to terminate your Membership if you do not agree to our Fee change.
	9. The fee for a Treatment including all taxes and charges are specified on The Website and must be paid for in advance of your Treatment via the Website. Until you pay the fee you do not have any right to attend or receive a Treatment from us.
	10. We reserve the right to cancel or suspend your access to the Services without notice if you fail to pay any payment by the due date for payment. We reserve the right to deduct these membership dues from your nominated bank account or credit card provided to us at any time without notice to You.
	11. You may elect to change your Membership type if you are outside of the 3 month minimum term.[[2]](#footnote-2)

**5. Cancellation, Refunds, & Rescheduling a Treatment**

* 1. Treatments are not transferable to other individuals and are solely for the original purchaser.
	2. We require at least 24 hours’ notice to be given for any appointment cancellation. If you cancel a pre-paid appointment within 24 hours, or do not attend the appointment, the treatment will be forfeited.
	3. If you cancel within 24 hours of your appointment, or do not attend a booked appointment, we reserve the right to retain your payment or deposit.
	4. In the case of pre-paid Treatments, the full cost of Treatment will be forfeited.
	5. Your experience is important to us. Refunds will be provided where required in accordance with the Australian Consumer Law (**ACL**). We want you to be a satisfied customer so if our service or product is faulty it may either be replaced or refunded. We do not refund for change of mind or no show/late cancellation.
	6. Our procedures and products may not be suitable for you and whilst all due care and skill is exercised in treating our clients ultimately it is your responsibility to determine if the product or treatment is right for you.
	7. For us to provide you with a great service it is fundamental that you provide all information requested in completing consent forms or advising us of any factors that may affect your treatments. You also need to have realistic expectations of the results of Treatment. We encourage you to work with your therapist or health professional on what you can achieve with your Treatment.
	8. If you arrive late for a Treatment, your Treatment may be cut short to maintain our work schedule.

**6. Prepaid Treatment**

* 1. If you pre-pay for Treatments or buy a package deal, you will save an amount according to the specific offer. There is no refund on pre-payments, and they are not transferable to other individuals or Treatment.
	2. Pre-pays have a 6 month[[3]](#footnote-3) expiry date from the date of purchase.

**7. Purchases made online**

* 1. Treatments and gift cards purchased online by you through the Website, continue to be regulated by these Terms.
	2. Treatments and gift cards purchased online are not transferable to other individuals or another Treatment.
	3. 24 hours’ notice is required for any online purchased Treatment appointment cancellations. If you cancel an online purchased treatment appointment within 24 hours, or do not attend the appointment, the Treatment will be forfeited.
	4. Refunds will be provided where required in accordance with the ACL. We want you to be a satisfied client so if our service or product is faulty it may either be replaced or refunded.
	5. We do not refund for change of mind; however, we may use our discretion if we believe the treatments purchased by you, cannot be provided to you.
	6. Any request for a refund by you, for treatments purchased online through the Website customer portal or mobile app, must be made in writing, and issued to: michael@molloyprojects.com, for our review. We may decide, upon review of your written request, whether a refund is required.
	7. In some circumstances we may have to cancel your Treatment (for events outside our control or a cancellation due to a government direction). Where we cancel your Treatment, we will provide you with a credit voucher which enables you to book into any upcoming Treatment within the next [10] days from the original Treatment date. This policy includes a cancellation by us where we are directed to do so by any government or statutory authority for any reason, including COVID-19.
	8. If you are late for a Treatment, the Treatment will be shortened so that you finish your Treatment at the same time you would have had you not been late.

**8. Gift Cards**

Subject to the ACL, we do not give refunds for the purchase of any gift card (Gift Card). All Packages must be used with [6] months of purchase.

**9. Promotions and Competitions**

All promotions and competitions are governed by their own terms and conditions.

**10. Membership**

* 1. Membership agreements are for a minimum of [4] weekly debits.
	2. If You wish to suspend Your membership, you may notify us of your request in writing or by completing the forms required by us. You must provide us with one full calendar month notice in writing. You will not be able to use the facility whilst your membership is suspended, and you must ensure your fees are up to date and you do not owe us any money.
	3. The minimum suspension period is [one] full calendar month, with a maximum of [three] full consecutive calendar months.
	4. Suspension periods will not count towards your minimum term and will extend any applicable minimum term by the number of suspended months taken. Membership may not be suspended during the notice period of a cancellation request. We cannot backdate any time suspension requests. You must request a suspension when you need it. We cannot accept pro-rata payments or suspend your direct debits outside an official time suspension.

**11. Location**

Full details of our opening hours are available on the Website. We reserve the right to vary hours, and/or to temporarily close certain areas of our facility from time to time without notice for the purpose of cleaning, decorating, repairs, renovations or for special functions, press events and holidays.

**12. Risk Warning and Liability Waiver**

Before you participate in The Services, you must have signed the agreement, waiver and release of liability document provided to you.

**13 Disclaimer of Warranties**

* 1. No representation or warranty (express or implied) is made as to the currency, completeness, accuracy, reliability, suitability, and/or availability of Our Information or The Services. In no way are we liable for loss or damage or theft of any personal items.
	2. The Services are provided on an “as is” and “as available” basis. We disclaim any warranties, express, implied or statutory, that may be expressed or implied by law regarding the Services, including warranties of accuracy, merchantability, fitness for a particular purpose, or non-infringement. You understand and agree that you use the Services at your own discretion and risk and that you will be solely responsible for any loss or damages (including personal injury or death) that results from the use of the Services including any claim, liability, loss or damage arising out of the consumption of alcohol.
	3. To the maximum extent permitted by law, the Company expressly disclaims all liability (including for negligence) for any loss, damage, injury, expense or costs incurred by you arising out of accessing, downloading, using The Services including attending a Treatment or relying on any of Our Information.
	4. In no event will we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if you have been previously advised of the possibility of such damage.
	5. Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.
	6. As a condition of your access to and use of The Website and/or attendance to a Treatment, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to:
1. your access to and use of The Website, The Services and Our Information; and
2. your violation of these Terms and any applicable law or the rights of another person or party.

**14. Release**

In the event that you have any claim or action against any other member arising from that member’s use of the Website or the Services, you agree to pursue such claim or action independent of and without any demands from us, and you release us from all claims, liability and damages arising from or in any way connected to the claim or action. In the event that a claim or action is brought against us from your activities or use of the Website or the Services, including any breach by you of these Terms or any charges or complaints made by the other parties against you, you agree to pay, hold harmless and defend us in the claim or action. You also agree to cooperate fully as reasonably required in the defence of any claim and allow us to assume the exclusive defence and control of the matter at our sole discretion.

**15. Social Media**

If you are using internet and social media in our facilities, you must abide by the Terms and rules and use the internet and social media channels accordingly. You are personally responsible for the content that you publish online, whether in a blog, social network or social computing site or any other form of user-generated media.

**16. Third Party Services**

* 1. We may engage third-party Treatment providers for things such as (this list is not exhaustive):
1. online booking systems;
2. messaging by email, SMS, or other means; and
3. payment processors such as PayPal or Stripe (collectively Third-Party Services).
	1. We do not specifically endorse any Third-Party Treatment. Each Third-Party Treatment has its own terms of Treatment and privacy policy and you should go to the website of each Third-Party Treatment and read their terms of Treatment and privacy policy.

**17. Default and Termination**

* 1. If at any time you are in breach of these Terms, we may issue a notice to you setting out details of the default and requiring you to remedy such default within a period of not less than 7 days from the date of the default.
	2. If you fail to comply with a notice, we may at our election by further notice to you:
1. suspend the supply of any Services to you until such time as you remedy all applicable breaches; and/or
2. suspend or block access to the Services and/or the Website;
3. cancel any membership which remains unfulfilled.
	1. We shall be entitled to recover from you, and you indemnify us against, all costs, loss and damage suffered or incurred by us (including recovery agent fees and legal costs on an indemnity basis) in connection with any breach of these Terms.

**18. Copyright and Intellectual Property**

* 1. All intellectual property rights in Our Information or The Services, including, but not limited to, text, graphics, architecture and coding (including any copyright subsisting in them), is owned by the Company.
	2. You may access and download Our Information where available, but may not, subject to a use for the purposes of private study, research, criticism or review as permitted under the Copyright Act 1968 (Cth), modify, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of Our Information or The Services in whole or in part without our prior written consent.

**19. Using The Services**

* 1. The Services may prompt you to select or provide us with certain information, such as your age and gender. Under Australian Privacy Legislation, you have the right to obtain services anonymously or using a pseudonym. Notwithstanding this, you acknowledge that the information you select or provide us must be correct in order for us provide to you The Services. We will not be responsible if you select incorrect variables or provide us with inaccurate or incorrect information about yourself. This includes information selected or entered with the intention of providing you with anonymity or pseudonymity.
	2. You are responsible for supplying us with accurate data and information about yourself at all times and modifying any of your information immediately when changes occur.
	3. We do not promise that you will have continuous and uninterrupted access to The Website or that The Website or The Services will be free of any harmful code, virus, or other malware. We are not responsible for any interference or damage to your device or computer.

**20. Provision of Information About You**

* 1. You do not need to register or provide us with any information about yourself in order to browse Our Information on The Website. However, in order for us to provide The Services to you, we need to collect personal and other information about you.
	2. Any personal data or information provided by you is processed by us in accordance with our Privacy Policy.
	3. In the provision of personal information:
1. you agree that all information provided during the registration process is true and accurate and you will update this information in order to keep it current, complete and accurate; and
2. you agree to the terms of our Privacy Policy.
	1. As part of your access to and use of The Services, you may be able to create a personal profile.
	2. To create a profile, you will be required to provide information, including an email address and password. Depending on The Services you use, you may also be required to provide other information relevant to your circumstances.

**21. Force Majeure**

We will be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to: acts of God; natural disasters; pandemic; epidemic; sabotage; accident; riot; shortage of, damage to, inability to access or reduced functionality of supplies, equipment, and materials; strikes and lockouts; civil unrest; computer hacking; or malicious damage.

**22. Updating these Terms**

* 1. Our Information and any material on The Website may be out of date at any given time and we are under no obligation to update such material.
	2. We reserve the right, in our sole discretion, to change, modify, add or remove any part of these Terms, in whole or in part, at any time. Notification of the changes to these Terms will be posted on The Website and will be effective immediately, unless expressed otherwise.
	3. We may assign or sublicense any of our rights or obligations under these Terms at any time, without obtaining your consent.

**23. General**

* 1. The Terms and the agreement between you and us are governed by and to be construed in accordance with the laws of New South Wales, Australia. You agree to submit irrevocably to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
	2. No failure or delay by us in exercising a right, power or remedy operates as a waiver.
	3. A provision of the Terms that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of the Terms in any jurisdiction.
	4. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.
	5. To the extent permitted by law, the Terms prevail to the extent of inconsistency with any present or future law or regulations operating to affect any rights or obligations under the Terms or their effectiveness is excluded.
1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)