

## TERMS AND CONDITIONS

### Definitions

The following words have the following meanings ascribed to them:

- 1.1. **Agreement** means these terms and conditions and all other schedules annexed to this document.
- 1.2. **Booking** means a discrete request for the Services at a particular time and date.
- 1.3. **Company, We or Us** means MGK Holdings Pty Ltd (A.C.N 668 640 444) t/as Unwind Studios and its successors and assigns.
- 1.4. **Fees** means the fees charged by the Company to You for each Booking.
- 1.5. **GST** has the same meaning as ascribed to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.6. **Person** means another patron using the Services or an employee, contractor or agent of Us.
- 1.7. **Services** means each service offered by the Company at its discretion which may include sauna, yoga, plunge therapy and the like.
- 1.8. **You or Your** means the person identified in Schedule 1 including the parent or guardian where this Agreement has been entered into on behalf of a child.
2. **Application of these terms**
  - 2.1. The terms and conditions of your use of the Services are set out in this Agreement.
  - 2.2. You promise that You have read this Agreement and agree to be bound by this Agreement.
3. **Services**
  - 3.1. The Company agrees to provide the Services to You at the date and time agreed upon between You and the Company.
4. **Bookings – Fees & Cancellation**
  - 4.1. To receive/participate in a Service, You must make a Booking.
  - 4.2. When You make a Booking You must pay the Company the Fees (+GST) at the time of the Booking by cash, EFT transfer or credit card. No other method of payment will be accepted. Where You fail to make payment, the Booking will be cancelled.
  - 4.3. If You wish to cancel a Booking, You must give notice of cancellation no later than:
    - (a) For an individual; at least twenty four (24) hours before the scheduled time for the Booking.
    - (b) For a corporate session at least seventy two (72) hours before the scheduled time for the Booking.  
Called (“Sufficient Notice”)

If Sufficient Notice is given, Your payment for the Booking will be credited to a future Booking. If You fails to provide Sufficient Notice You will not be entitled to a refund or credit.
5. **Changes in Fees**
  - 5.1. We undertake regular reviews of our Fees and We reserve the right to alter these Fees from time to time.
  - 5.2. You will be required to pay the updated Fees for each Booking from the date from which the change comes into effect.
6. **Equipment**
  - 6.1. We will provide relevant equipment for You to participate in the Services. The equipment belongs exclusively to Us and must be returned to Us (in our possession) at the end of each Booking.

- 6.2. You must bring Your own materials sufficient to participate in the Services including where relevant appropriate clothing, towels and mats. In some circumstances We may have materials for hire for a Fee.

**7. Liability**

- 7.1. To participate in the Services, You will be required to engage in exercise and/or physical activity. You understand that engaging in exercise and/or physical activity carries risk of injury and/or death.
- 7.2. You understand and agree that the We and our employees, contractors and agents take all reasonable steps to minimise the risk of personal injury within practical boundaries. However, accidents may happen and all physical activities carries the risk of injury. You accept this risk and understand that to full extent permitted under the law, You participate in the Services at You own risk.
- 7.3. To the full extent permitted by the law, We will not be liable to You for any injury or death incurred by You and You release, waives and discharge Us (and our directors, employees, contractors and agents) from all claims, demands, liabilities, damages, costs, expenses, and causes of action of any nature arising out of or in any way connected with this Agreement and/or the provision of the Services except to the extent that injury or death was caused by the negligence action of the Company.
- 7.4. You will indemnify and hold Us harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including legal fees, brought as a result of Your use of the Servies and the facilities (including the sauna and cold plunge circuit).

**8. Policies and Procedures**

- 8.1. You agree to comply with all safety instructions, rules, policies, procedures and guidelines provided and/or published by Us, including but not limited to:
- (a) Showering before using the sauna and between sauna and cold plunge cycles.
  - (b) Wearing appropriate swimwear in the sauna and cold plunge circuit (nudity is not permitted).
  - (c) Hydrating before, during, and after sessions.
  - (d) Not bringing glass bottles into the facilities.
  - (e) Removing all jewellery before entering the Fire and Ice circuit.
  - (f) Limiting sauna sessions to a maximum of 15-20 minutes at a time and cold plunges to a maximum of 3-5 minutes at a time.
  - (g) Allowing adequate time for the body to adjust between hot and cold sessions.
  - (h) Using proper footwear to prevent slipping and falling.
  - (i) Understanding that direct contact with heated elements (e.g., sauna rocks, steam heads) can cause serious injury.
- 8.2. We reserve the right to vary and/or update our safety instructions, rules, policies, procedures and guidelines from time to time at Our sole discretion.

**9. Your Obligations – Code of Behaviour**

- 9.1. You promise that You will:
- (a) Maintain an even temper and not engage in the verbal or physical abuse of any Person;
  - (b) Treat all Persons as You would like to be treated and not bully or take advantage of another Person;
  - (c) Respect the rights, dignity and worth of all Persons regardless of their gender, sexual orientation, ability, ethnicity, cultural background or religion;
  - (d) Not physically or verbally abuse, intimidate, ridicule or harass any Person including all forms of electronic and social media;
  - (e) Arrive at least 10 minutes prior to the session start or a Booking;

- (f) Not wear any attire displaying swear words, foul language or inappropriate names;
- (g) Cooperate with and listen and abide by the directions given by Us and our employees, contractors or agents concerning the Services; and
- (h) promote and protect the interests of every Person and participate in the Services in a safe manner, respecting the health and safety of all Persons.

**10. Permission to Use Your Image**

- 10.1. You consent to Us taking photos of or video recording of You.
- 10.2. You agree that We may use any photos or video recordings taken by Us which may contain images of You for our marketing and publicity purposes including use in for of online publication via Our online platforms (website and social media).
- 10.3. You understand that that the photos and videos may be viewed by persons outside the control of Us. You waive all rights to make any claim whatsoever against Us for any loss or damage (including future, economic, non-economic and consequential loss or damage) resulting from Our use and/or publication of Your image as contained in the photos and videos.

**11. Termination by the Company**

- 11.1. We may terminate this Agreement or otherwise refuse to accept Your Booking with immediate effect if You:
  - (a) commits a breach of this Agreement or our safety instructions, rules, policies, procedures and guidelines;
  - (b) fail to make payment of the Fees;
  - (c) provide Us with false, incorrect or misleading details about You including any information given or withheld concerning the Your health or any illness or other medical condition that You may have or have had;
  - (d) disobey or refuse a direction from Us or otherwise You behave in a manner contrary to this Agreement, our safety instructions, rules, policies, procedures or guidelines; or
  - (e) are found to be engaging in conduct which We consider is harmful to Us or Persons or is otherwise likely to damage the Our reputation.

**12. Variation**

- 12.1. This Agreement may only be varied in writing executed by both Parties.

**13. Entire Agreement**

- 13.1. This Agreement sets out all of the terms of our arrangement and supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) concerning the Services.

**14. Governing Law**

- 14.1. This Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.