

General Terms and Conditions

1. Definitions and interpretation

1.1 Definitions

In these Terms and Conditions:

Customer means:

- (a) the Purchaser of the Services;
- (b) any recipient of the Services;

Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs in relation to the Services.

Loss includes, but is not limited to, costs (including, but not limited to, party to party legal costs and Nutrition Force's legal costs on an own client basis), expenses, lost profits, award of damages, personal injury and property damage.

Nutrition Force means the entity specified as Nutrition Force Pty Ltd (ACN 601 221 569).

Order means an order for Services placed by a Customer on the online booking form or over the phone.

Personnel means any person(s) that Nutrition Force designates to perform the Services on Nutrition Force's behalf.

Services means the public education classes or individual consultations to be provided by Nutrition Force to the Customer in accordance with these Terms and Conditions.

Terms and Conditions means these General Terms and Conditions.

1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to writing includes email and other communication established through Nutrition Force's website (if any);
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
- (d) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions; and

2. Engagement of Nutrition Force

- (a) For Nutrition Force to supply the Services on the date listed on the Order, there must be a minimum of 5 customers booked into the class before the class can be confirmed.
- (b) Confirmation of the Services will be provided a minimum of 48 hours prior to the date of the Services by email and if a confirmation email is sent, Nutrition Force will supply the Services on the scheduled date on the Order, beginning at the start time and finishing at the end time as described on the Order.
- (c) These Terms and Conditions apply to all transactions between the Customer and Nutrition Force relating to the provision of Services, including all contracts and variations. These Terms and Conditions take precedence over terms and conditions contained in any document of the Customer or elsewhere.
- (d) The variation or waiver of a provision of these terms or a party's consent to a departure

from a provision by another party is ineffective unless in writing and signed by the parties.

3. Gift Vouchers

(a) All gift vouchers purchased are valid for a period of 6 months from the date of purchase and Nutrition Force will not provide a refund after the 6 month period.

(b) Gift vouchers purchased are not redeemable for cash.

4. Payment

Payment for the Service will be made at the time of the Order.

5. Cancellation

(a) Subject to clause 3 above, the Customer may cancel the Order for the Services 48 hours prior to the scheduled time of the class and the Nutrition Force will provide a full refund or credit.

(b) If the Customer cancels the booking of the Services within 48 hours of the scheduled time for the class, the Customer will not be entitled to a refund.

6. Disclaimer

(a) Customers in the following categories should consult their own medical practitioner before taking part in the class:

(i) pregnant women and women who are breastfeeding or trying to conceive a child;

(ii) persons with any ongoing physical condition including any person suffering from cancer, or long-term illness, liver disease, kidney disease, renal failure, eating disorders, diabetes, blood pressure or cholesterol issues;

(iii) persons recovering from a recently recovered form of illness or injury; and

(b) Nutrition Force will not be responsible for any illness or ill effects that may be suffered by the Customer in relation to the Services.

(c) Nutrition Force makes no guarantee, warranty or representation that the Customer will achieve any particular aim, goal or objective in relation to the Services.

(d) By participating in the Services, the Customer does so voluntarily and at their own risk.

7. Allergies

Food prepared and the utensils or surfaces used by Nutrition Force in the course of the provision of the Services may contain traces of nuts or nut oils or other allergens. Each participant participates in the Services and consumes food at their own risk.

8. Intellectual Property Rights

(a) The Customer warrants that Nutrition Force owns all Intellectual Property Rights pertaining to the Services. The Customer indemnifies and agrees to keep indemnified Nutrition Force against all Losses incurred by Nutrition Force in relation to or in any way directly or indirectly connected with any breach by the Customer of any Intellectual Property Rights.

(b) Unless specifically agreed in writing between Nutrition Force and the Customer, all Intellectual Property Rights in any works created by Nutrition Force on behalf of the Customer vest in and remain the property of Nutrition Force.

9. Agency and assignment

(a) The Customer agrees that Nutrition Force may at any time appoint or engage contractors to perform an obligation of Nutrition Force arising out of or pursuant to these Terms and

Conditions.

- (b) Nutrition Force has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms and Conditions provided that the assignee agrees to assume any duties and obligations of Nutrition Force owed to the Customer under these Terms and Conditions.

10. Exclusions and limitation of liability

- (a) The Customer expressly agrees that the Services are provided at the Customer's risk. To the fullest extent allowed by law, Nutrition Force's liability for breach of any term implied into these Terms and Conditions by any law is excluded.
- (b) Nutrition Force gives no warranty or guarantee in relation to the Services provided or supplied and in particular gives no warranty that the Customer will achieve any particular result or outcome as a result of the Services.
- (c) Under no circumstances is Nutrition Force or any of its Personnel liable or responsible in any way to the Customer or any other person for any loss, damage, cost, expense or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Services which includes any of the following:
 - (i) any Services supplied to the Customer;
 - (ii) any delay in supply of the Services; or
 - (iii) any failure to supply the Services.
- (d) Any advice, recommendation, information, assistance or service given by Nutrition Force in relation to the Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty as to accuracy, appropriateness or reliability. Nutrition Force does not accept any liability or responsibility for any Loss suffered as a result of the Customer's (or any Participants') reliance on such advice, recommendation, information, assistance or service.
- (e) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, Nutrition Force's liability (if any) arising from any breach of those guarantees is limited with respect to the resupply of the Services.

11. Indemnity

- (a) The Customer indemnifies and keeps indemnified Nutrition Force, its Personnel, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer or the Participants) against Nutrition Force in connection with any Loss arising from or incidental to the provision of the Services which includes, but not limited to, any legal costs incurred by Nutrition Force in relation to meeting any claim or demand or any party/party legal costs for which Nutrition Force is liable in connection with any such claim or demand. This provision remains in force after the termination of these Terms and Conditions.
- (b) The indemnity referred to in clause 11(a) is reduced to the extent that Nutrition Force caused or contributed to the loss or damage.

12. Force majeure

- (a) If circumstances beyond Nutrition Force's control prevent or hinder its provision of the Services, Nutrition Force is free from any obligation to provide the Services while those circumstances continue. Nutrition Force may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- (b) Circumstances beyond Nutrition Force's control include, but are not limited to,

unavailability of materials or components, 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.

13. Other matters

- (a) These Terms and Conditions are governed by the laws of Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.
- (b) These Terms and Conditions represent the whole agreement between the parties relating to the subject matter of these terms.
- (c) These Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.
- (d) In entering into these Terms and Conditions, the Customer has not relied on any warranty, representation or statement, whether oral or written, made by Nutrition Force or any of its employees or agents relating to or in connection with the subject matter of these Terms and Conditions.
- (e) If any provision of these Terms and Conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (f) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.