

Terms and Conditions

Body Culture GLD Pty Ltd (A.C.N 118 489 446) of 3 Hamilton Street Craigieburn Victoria 3064 (“Body Culture™, we, us, our”) is a company specialising in the development and delivery of personal development programs. Our 10 week “Grow Learn and Develop Program” has been designed especially for teenagers aged 12 to 25 to teach them practical life skills in a fun and interactive way.

You, whose details appear on the Program Application Form (“Application”), wish to enrol yourself or your child in one of our programs. “You” and “Your/s” in these Terms and Conditions refers both to you and your child where applicable.

These Terms and Conditions help to ensure that you understand your rights and obligations when you enrol in one of our Programs. By signing the Application, you accept that your or your child’s participation in the Program will be subject to these Terms and Conditions.

1. What we have Agreed to do for You

We will deliver the Program as detailed and for the duration detailed in the Application (“Program”). We will advise you of the date of commencement, days and times of the Program when you enrol.

2. Payment of our Fees

2.1 The Program Fee (“Fee”) detailed in the Application includes all training sessions and program manual, a basic female make up kit or male grooming kit.

It may also be inclusive of a graduation dinner group photo. (may vary depending on program selection).

2.2 You must pay a deposit as detailed in Application when you enrol to secure your place in the Program. The deposit is non refundable but may be transferred to another Program date if you cannot participate in the nominated program. You agree to pay the balance of the Fee prior to commencement of the Program. If you do not pay the balance, you will be unable to participate in the Program.

3. Additional Products

As part of the Program, we may offer Body Culture™ products such as T-Shirts, caps, hair products and other merchandise (“products”) to complement the Program experience. You may but do not have to purchase products from us at the prices quoted in our current price list which are in addition to the Fee.

4. GST

Of course we need to comply with all tax legislation and if GST becomes payable on any of our fees you agree to pay GST in accordance with GST legislation in addition to all amounts paid to us (except where the price has been quoted as GST inclusive) provided we give you a valid tax invoice.

5. Program Delays

5.1 We may need to cancel a Program prior to commencement due to lack of participants, unavailability of instructors or other circumstances beyond our control. We will not be liable for any delay in or failure to deliver a Program in these circumstances.

5.2 We will notify you as soon as we become aware of any anticipated delay and reschedule your Program

6. Copyright & Protecting Body Culture’s Intellectual Property

6.1 Body Culture™ retains all trademarks, copyright and other intellectual property rights in relation to its products and services.

6.2 You agree that any ideas, manuals or information (“Body Culture™ materials”) of any sort produced or developed by us or under our direction, whether in conjunction with you or not, remains our property.

6.3 You may use any Body Culture™ materials for your own private use and you can share your experiences with your friends and colleagues, however, you may not under any circumstances copy, sell or distribute Body Culture™ materials to any third party without our permission.

7. Protecting your Confidential Information

All of your personal information is strictly confidential. We promise that we and all of our staff will not disclose any of your information to anyone without your written approval, except where we must disclose it by law or where the information is already publicly available. We will continue to protect your confidential information even after you finish the Program.

8. Maintaining your Privacy under the Privacy Laws

We will not use or disclose any of your personal information for a purpose other than meeting our obligations under these Terms and Conditions. We will comply at all times with the National Privacy Principles under the Privacy Act 1988 (Cth) and take all necessary steps to protect your personal information in our possession against misuse or loss and we will destroy or de-identify such information once you are no longer our client.

9. Satisfaction Guarantee

9.1 Satisfaction is our mission so we give you a 100% satisfaction guarantee in relation to our Programs. All claims under this guarantee must be made within 7 days after the Program has been delivered.

9.2 If you are unhappy with the Program, we can choose to supply the Program again or if this is not appropriate, we will provide you with a refund of some or all fees paid in our absolute discretion.

9.3 If you are not satisfied with any products supplied by us, you can return the products to us within 30 days of purchase for exchange or refund provided that the products are returned in as-new and resaleable condition.

10. Things we CAN and CANNOT be held Responsible for

10.1 We promise to always act in your best interests and in doing so we give advice, information, directions, and other materials to you in good faith. We do not claim to have all the answers but simply offer you tools to help your personal development. Whilst we will try our very best to ensure the best outcome for you in everything we do, we cannot be held responsible if our services don't meet your expectations because you don't follow our directions. We also cannot be held responsible if you suffer damage through your own negligence.

10.2 During the Program you will have make-up, skin and hair products applied to you. You may also be invited to participate in the graduation dinner at external premises to be advised and to participate in group exercise classes as part of an exercise module. You will also have your photograph taken and these photographs may be used from time to time in our marketing and publicity materials. To protect both our interests, we require that you advise us in writing prior to the commencement of the course if for any reason, personal, health, cultural, religious or otherwise, you do not wish to participate in any aspect of the Program or if you do not want us to publish your photograph.

10.3 In the absence of such notification as detailed in 10.2, you will be taken to have consented to participation in all aspects of the program, including the graduation dinner excursion, exercise module and to publication of any photographs taken and you indemnify us against any claims and release us from any liability for any injury, loss or damage suffered by you while or as a result of undertaking the Program that is beyond our control.

10.4 If we cause you damage or loss through any of our own actions or omissions that are within our reasonable control, you can make a claim against us, but as far as the law allows, we will only be liable to pay damages in an amount not exceeding the fee payable to us for the Program.

11. If you need to Cancel

While we understand that there are many real and necessary reasons to cancel your enrolment, we have scheduled the Program and refused other enrolments based on your booking, so we ask that you give us reasonable notice of cancellation. Where an enrolment is cancelled your deposit can be used to secure a place in another Program but will not be refunded under any circumstances.

12. Waiver

From time to time we or you may not insist on strict compliance with these Terms and Conditions. However this does not mean that we or you cannot insist on performance on another occasion of any part of the Terms and Conditions or the same part that we may have let go in the past.

13. If part of the Terms and Conditions is Invalid

If any part of these Terms and Conditions is or becomes invalid, that part will be severed from these Terms and Conditions. This will not affect the validity of the remaining provisions of these Terms and Conditions.

14. Dispute resolution just in case we encounter a problem

14.1 We ask that if there is a problem or that if you are feeling uneasy at any time, you bring this to our attention as soon as possible or within 7 days of Program completion. You agree with us that if there is a problem, we will try to resolve it between ourselves. If the problem cannot be resolved by negotiation, the matter will be referred to mediation before a mediator approved by the Law Institute of Victoria and both parties will participate in the mediation process in good faith.

Failing Mediation, the matter will then be submitted to arbitration in accordance with the Commercial Arbitration Act 1984 (Vic). During the arbitration, we may both be represented by a lawyer. We each agree to bear our own legal costs.

14.2 Litigation is very expensive and can cause a lot of bitterness and it is not something we see as compatible with our values. You agree with us that litigation in our relationship will only be used as a last resort.

15. Governing Law

The laws of Victoria apply to these Terms and Conditions and any disputes will be heard in the courts and tribunals of that State.