



IMPORTANT INFORMATION

IF YOU ARE SUFFERING AN ACUTE ILLNESS OR EMERGENCY CONDITION DURING OR AFTER THE USE OF OUR SERVICE, PLEASE CONTACT "000" IMMEDIATELY AND REQUEST AN AMBULANCE.

1. AGREEMENT

- 1.1 These Terms and Conditions ("T&C's") and any annexure or schedule to these T&C's, constitute the entire agreement ("**Agreement**") between you and us in respect of the matters dealt herein and supersedes all prior communications and representations, inducements, undertakings, agreements or arrangements except expressly as provided by these T&C's.
- 1.2 We may amend or vary these T&C's from time to time at our discretion. Any changes to the T&C's made will not affect the Agreement entered into by you before any changes or variations are made.

2. PRIVACY POLICY

As part of these T&C's, your use of our **Website** and our **Service** is subject to our Privacy Policy (located at www.casasoleil.com.au/privacy-policy), which is incorporated by reference into these T&C's.

3. LEGAL CAPACITY TO TRANSACT

- 3.1 If you are under 18 years of age, you cannot place **Orders** through our **Website** or access our **Service** unless:
- (a) consent is provided by a parent or guardian; and
 - (b) the relevant parent or guardian providing the consent under clause 3.1 also acknowledges and agrees that they are bound by these T&C's.
- 3.2 Subject to clause 3.1, by using our **Website** or by accessing our **Service** you represent and warrant to the Company that you are over the age of 18 years.
- 3.3 Should the Company suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

4. DEEMED ACCEPTANCE

- 4.1 Please read these T&C's before accessing or using the **Website** or the **Service**.
- 4.2 Your access to and use of the **Website**, including any **Order** of the **Service** (whether placed online or in-person), is subject to these terms and conditions.
- 4.3 By accessing and using the **Website**, including placing an **Order** for the **Service** through the **Website** or in-person at our **Studio**, you agree that you will be bound by and will comply with these T&C's.
- 4.4 You acknowledge that you enter into this **Agreement** without duress and you have been given the opportunity to seek legal advice on these T&C's.
- 4.5 If you do not agree to these T&C's, please do not access the **Website** or place an **Order** for the **Service**. If you have any questions or queries in respect of either the **Service** or these T&C's, please contact us at ciao@casasoleil.com.au before you place an **Order** for the **Service**.

- 4.6 By placing an **Order** for our **Service**, you understand that this Agreement is legally binding whether your use of the **Service** is part of:

- (a) a **Casual Session** (whether purchased as part of a **Multi-Pack** or otherwise); or
- (b) an **Ongoing Membership**.

5. RESTRICTIONS ON USE OF WEBSITE

- 5.1 When using our **Website** whether placing an **Order** or otherwise, you agree that you must not:
- (c) use any device, routine or software that interferes, or attempt to interfere, with the proper working of our **Website**;
 - (d) engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
 - (e) use our **Website** to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
 - (f) use our **Website** to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
 - (g) use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of our **Website**;
 - (h) use our **Website** by any automated means;
 - (i) use our **Website** to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
 - (j) access, retrieve or index any portion of our **Website** for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
 - (k) interfere with the display of any advertisements appearing on or in connection with our **Website**;
 - (l) reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on our **Website**;
 - (m) reproduce, duplicate, copy or store any of the material appearing on our **Website** other than for your own personal and non-commercial use;
 - (n) falsely imply that any other website is associated with our **Website**;
 - (o) do anything that leads, or may lead, to a decrease in the value of the **Company's** intellectual property rights in our **Website**;
 - (p) use or exploit any of the material appearing on our **Website** for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with our **Website**;
 - (q) release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the **Company** without the **Company's** prior written consent; or
 - (r) use our **Website** to transmit any information or material that is, or may reasonably be considered to be:
 - (i) abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
 - (ii) libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;



- (iii) infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
 - (iv) in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
 - (v) in breach of any person's privacy or publicity rights;
 - (vi) a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
 - (vii) in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
 - (viii) containing any political campaigning material, advertisements or solicitations; or
 - (ix) likely to bring the **Company** or any of its **Representatives** into disrepute.
- 5.2 Without limiting any other remedies available to the **Company** at law or in equity, the **Company** reserves the right to, without notice:
- (a) temporarily or indefinitely suspend, or terminate, your access to our **Website** or refuse to provide the **Service** to you if:
 - (i) you breach any provision of these **T&C's**;
 - (ii) the **Company** is unable to verify or authenticate any information that you provide to us; or
 - (iii) the **Company** believes that your actions may cause damage and/or legal liability to the **Company**, any of its customers or suppliers or any other person; and
 - (b) remove or block access to any information and/or materials (in whole or in part) that the **Company**, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these **T&C's**.
- 5.3 You acknowledge that our **Website** may contain links to other websites. Unless stated otherwise, we do not control, endorse, sponsor or approve any such websites or any content on them, and we do not warrant or take responsibility for any aspect of those websites or their content.
- 5.4 You agree to indemnify and hold harmless the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):
- (a) any material or information that you submit, post, transmit or otherwise make available through the **Website**;
 - (b) your use of, or connection to, our **Website**; or
 - (c) your negligence or misconduct, breach of these **T&C's** or violation of any law or the rights of any person.
- 6. MEMBERSHIP TYPES**
- 6.1 By placing an **Order** through our **Website** or in-person at our **Studio** (either for a **Casual Session**, as part of a **Multi-Pack** or an **Ongoing Membership**), you make an irrevocable offer to us to purchase the **Services** that you have selected pursuant to these **T&C's**. Information contained on our **Website** constitutes an invitation to treat only. No information on our **Website** constitutes an offer by us to supply any services to you – however, the **Company** will endeavour to supply your selected **Service** to you.
- 6.2 We will not commence processing any **Order** made through our **Website** unless and until:
- (a) payment for the **Order** has been received by us in full; and/or
 - (b) the **Order** has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each **Order** for the purpose of preventing credit card and other fraud.
- 6.3 We reserve the right at our discretion to:
- (a) at any time prior to your **Order** being accepted in accordance with these **T&C's**, cancel all or part of your **Order**; and
 - (b) at any time:
 - (i) refuse to provide services to you;
 - (ii) terminate your access to our **Website**; and/or
 - (iii) remove or edit any content on our **Website**.
- Acceptance of Orders**
- 6.4 Acceptance of each **Order** will take place if and when the **Company** either:
- (a) provides the **Services** to you, at the time at which the **Company** commences providing the **Services**; or
 - (b) notifies you in writing that your **Order** has been accepted, at the time at which such notification is sent by the **Company**.
- Multi-Packs**
- 6.5 Any sessions purchased as part of a Multi-Pack must be redeemed at the **Studio** within a three (3) month period from the date of purchase (e.g. 3 sessions in 3 months). At the expiration of the three (3) month period, any unredeemed sessions within a Multi-Pack will be forfeited and no refunds will apply.
- Casual Sessions**
- 6.6 A **Casual Session** must be redeemed at the **Studio** within three (3) months from the date of purchase. At the expiration of the three (3) month period, any unredeemed **Casual Session** will be forfeited by you and no refunds will apply.
- 6.7 Subject to clause 6.6 of these **T&C's**, a **Casual Session** may be rescheduled within the three (3) month period from the date of purchase provided that you call us to place a credit on your account to allow you to rebook online following any missed session.
- Ongoing Memberships**
- 6.8 By placing an **Order** through our **Website** or in-person at our **Studio** for an **Ongoing Membership**, you will be entering into a contract for an **Ongoing Membership** specified on the **Member Application Form**.
- 6.9 By signing and submitting your **Member Application Form** to the **Company**, you agree to pay the **Service Fees** either:
- (a) on the Commencement Date in full; or
 - (b) in weekly (\$29.95 incl. GST), fortnightly (\$59.95 incl. GST) or monthly (\$129.95 incl. GST) **Instalments** by direct debit for the duration of the **Ongoing Membership** as specified in the **Direct Debit Authority** provided as part of your **Member Application Form**.
- 6.10 We bill on a set day of the week or on the 15th day of each month during the term of your **Ongoing Membership**. You agree that you may be required to make a once-off pro-rata payment for the use of the **Service** during the period prior to the commencement of our regular billing cycle (i.e. the 15th of each month) and then the agreed **Service Fees** will be charged during our normal billing cycle thereafter.
- Cancelling your Ongoing Membership**



6.11 The **Ongoing Membership** will continue (and the **Instalments** will be charged) until you cancel the **Ongoing Membership** in accordance with clause 6.11 of these **T&C's**.

6.12 You can cancel the **Ongoing Membership** by providing written notice to ciao@casasoleil.com.au at least twenty-four (24) hours before the end of your **Membership Cycle Period**. If you cancel the **Ongoing Membership**, you are entitled to access the **Service** until the conclusion of your **Membership Cycle Period** but we will not be entitled to any pro-rata refund for the remainder of the **Membership Cycle Period**.

6.13 You can suspend your **Ongoing Membership** at any time for up to three (3) months' by providing the **Company** with forty-eight (48) hours' written notice to ciao@casasoleil.com.au.

7. **CANCELLATION OF YOUR MEMBERSHIP**

7.1 We, acting reasonably, reserve the right to cancel your **Ongoing Membership** or remaining sessions available under a **Multi-Pack** if:

- you do not behave in a correct and orderly manner in our opinion, respecting the entitlement of all users to use the **Studio** and its facilities in peace and without disturbance or disruption by you;
- if you do not comply with the reasonable directions of any of our **Representatives**;
- if you misuse our products, Services or facilities or use them for purposes other than the uses for which they were designed or intended;
- if you are within the **Studio** or its surrounds under the influence of drugs or alcohol;
- if you are abusive or aggressive to our **Representatives** or other users or act in a manner that is lewd or inflammatory;
- if you do not adhere to these **T&C's**;
- if any declaration you make concerning your age, health proves false.

7.2 If we cancel your **Ongoing Membership** or remaining sessions under a **Multi-Pack**, you will be prohibited from using the **Service** and you will forfeit the right to receive any pro-rata refund for any remaining sessions or for the remainder of the **Membership Cycle Period**.

8. **PRICES**

8.1 The **Company** reserves the right to change the **Service Fees** for the **Service** displayed on our **Website** or on any promotional material at any time before you place an **Order**.

8.2 The applicable **Service Fees** for your chosen **Service** will be listed at the time of checkout on our **Website** or at the time of payment in our **Studio**.

8.3 Unless otherwise expressly stated, all amounts payable through your use of our **Website** are expressed to be inclusive of **GST**.

8.4 You are not obliged to pay the **GST** until we give you a valid tax invoice.

9. **PAYMENT METHODS**

9.1 Payment for **Orders** placed through our **Website** or in-person may be made by credit card processed online using a secure third-party payment gateway.

Third party payment gateways

9.2 The **Company** may use one or more third-party payment gateways to facilitate secure online payment transactions. Payments made through such payment gateways are subject to the terms and conditions and privacy policy of the relevant third-party providers. Unless you

expressly consent otherwise, we do not see or have access to any personal information that you may provide to such third party payment gateway providers, other than information that is required in order to process your **Order** and deliver your purchased items to you (eg, your name, email address and billing address).

Credit and debit card payments

9.3 All major credit cards and debit cards are accepted. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. Additional transaction fees may apply if paying by credit card, in which case the additional charges will be specified at checkout including:

- AMEX – additional charge of 3.85% of the transaction value (inc **GST**);
- Failed Payment Fee - \$4.40 if your payment method is declined;
- \$0.33 (inc **GST**) per credit card transaction; and
- \$0.88 (inc **GST**) per bank account debit.

Refunds and other remedies

9.4 Except as expressly provided otherwise in these **T&C's**, all amounts paid through our **Website** are non-refundable. Further information on the steps that the **Company** will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading "Remedies limited" in these **T&C's** below.

Security

9.5 While our third party payment gateway and website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or recognized manner by any person other than the **Company**.

9.6 The **Company** may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your **Order** has passed our internal fraud prevention checks, your **Order** will remain on pending status. If further information is requested and you do not provide the requested information within such time as the **Company** considers appropriate at its discretion, your **Order** will be cancelled and, if your payment has been received, it will be refunded back to you.

10. **DISCLAIMER OF WARRANTIES**

10.1 To the maximum extent permitted by law (including the **Australian Consumer Law**), the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to our **Website** and any **Services** purchased or obtained through our **Website** or in-person at our **Studio**, including any implied warranty/guarantee of merchantability, fitness for a particular purpose or non-infringement.

10.2 Our **Website** is provided strictly on an "as is" basis. To the maximum extent permitted by law, the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of our **Website** or any of its content, and in particular do not represent, warrant or guarantee that:



- (a) the use of our **Website** will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- (b) our **Website** will meet your requirements or expectations;
- (c) anything on our **Website**, or on any third-party website referred or linked to in our **Website**, is reliable, accurate, complete or up-to-date;
- (d) the quality of any services, information or other material purchased or obtained through our **Website** will meet any particular requirements or expectations;
- (e) errors or defects will be corrected; or
- (f) our **Website** or the servers that make it available are free of viruses or other harmful components.
- 10.3 You acknowledge and agree that we do not warrant that our **Website** is free from anything which may damage any computer used to access our **Website** or the data housed within a device. You further agree that communications to and from our **Website** are also at risk of being intercepted or altered in transit. This includes, but is not limited to, the transmission of any computer virus.
- 11. LIMITATION OF LIABILITY**
- Exclusion of liability**
- 11.1 To the maximum extent permitted by law (including the **Australian Consumer Law**), the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these **T&C's** or the use of our **Website** by you or any other person.
- Remedies limited**
- 11.2 To the maximum extent permitted by law (including the **Australian Consumer Law**), the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the **Company's** sole discretion):
- (a) in the case of goods, to any of the following:
- (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services:
- (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- Release**
- 11.3 You agree that your use of our **Website** and the use of our **Service** is at your own discretion and risk and you shall assume all risk and liability for loss, damage or injury to persons or property of you arising out of the use of our **Service**. You agree to release the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these **T&C's** or the use of our **Website** by you or any other person. The **Company** may plead this release as a bar and complete defence to any claims or proceedings.
- 11.4 To the maximum extent permitted by law:
- (a) our maximum aggregate liability to you for all claims under these **T&C's** is limited to the price paid by you for the **Services** the subject of any claim;
 - (b) we are not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages or damages for **Consequential Loss**; and
 - (c) our liability to you is reduced to the extent that your acts or omissions (or those of a third party) contribute to or caused the loss or liability.
- The limitations and exclusions under this clause 11.4 apply regardless of whether the claim or liability arises in contract, tort (including negligence), equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such claim, liability or damage was foreseeable.
- 11.5 You acknowledge and agree that if you have ordered the **Service** through electronic means (including on our **Website**), we shall not be liable to you in the event that the ordering process fails to function and any **Order** placed by you is not received by us.
- 12. HEALTH DISCLAIMERS**
- 12.1 In making an **Order** for our **Service**, you acknowledge and agree that our solution contains natural ingredients including dihydroxyacetone (DHA).
- 12.2 Your use of the **Service** under these **T&C's** is at your own risk.
- 12.3 You should obtain medical advice from your GP or a physician or other qualified health provider before using our **Service** and particularly if you:
- (a) suffer from allergies or are subject to allergic reactions; or
 - (b) are pregnant and/or breastfeeding.
- 13. SECURITY SURVEILLANCE**
- 13.1 You acknowledge that the Facility uses CCTV (closed-circuit-television) surveillance at open spaces within the **Studio** (including the reception, waiting area and hallways).
- 14. UNAUTHORISED ACCESS**
- 14.1 You acknowledge and agree that you are not authorised to invite or facilitate access to the **Studio** of any **Non-Member** during unstaffed hours.
- 14.2 If you allow a non-member into the **Studio** in breach of clause 15.1 hereof, you hereby acknowledge and agree that:
- (a) You accept responsibility and liability for any injury, loss or damage attributed to that **Non-Member**;
 - (b) You will be charged an unauthorised access fee (which equates to the price for a casual session plus an administration fee of \$50.00); and
 - (c) the **Company** may terminate your Membership without prejudice to any other remedy which the **Company** may have under this Agreement or at law.



15. INDEMNITY

15.1 To the maximum extent permitted by law, you agree to indemnify and hold harmless the **Company** and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any **Loss** or damage suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- (a) any material or information that you submit, post, transmit or otherwise make available through the **Website**;
- (b) your use of, or connection to, our **Website**;
- (c) your negligence or misconduct, breach of these **T&C's** or violation of any law or the rights of any person;
- (d) claims arising from any uneven tan;
- (e) any injury, damage or death to a person arising out of or in connection with any of your acts or omissions in respect of the **Service** provided under this Agreement; or
- (f) arising out of a breach by you of this Agreement, unless the **Loss** or damage is caused by our own negligence.

15.2 Your liability to indemnify us under clause 15.1 of these **T&C's** will be reduced proportionally to the extent that a negligent act or omission of us contributed to the **Loss**.

15.3 Each **Party** must take reasonable steps to mitigate any **Loss** it suffers or incurs.

16. FORCE MAJEURE

16.1 To the maximum extent permitted by law, and without limiting any other provision of these **T&C's**, the **Company** excludes liability for any delay in performing any of its obligations under these **T&C's** where such delay is caused by circumstances beyond the reasonable control of the **Company** (including but not limited to any act of God, war, terrorism, strike, lockout, industrial action, flood, drought, storm, endemic, pandemic, epidemic), and the **Company** shall be entitled to a reasonable extension of time for the performance of such obligations.

17. INTELLECTUAL PROPERTY

17.1 All **Proprietary Content** is the property of the **Company** or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the **Proprietary Content**, except as expressly authorised by these **T&C's** or with the prior written consent of the **Company** or other copyright owner (as applicable).

17.2 You may download and print out content from our **Website** only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

17.3 The look and feel of our **Website** (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of the **Company**. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of the **Company**.

17.4 This **Website** contains some features that enable you and other users to upload **User Content**. The **Company** reserves the right to display, refuse to display, remove and/or amend all or any part of any **User Content** at its absolute discretion. In respect of any **User Content** that you upload, you:

- (a) represent and warrant to the **Company** that your sharing of that **User Content** does not infringe any copyright or other legal right of any other person; and
- (b) grant to the **Company** a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that **User Content** in any way at the **Company's** absolute discretion.

18. GAINING ENTRY TO THE STUDIO

18.1 Depending on your membership type, you will be provided with either a FOB key (for **Ongoing Membership** users) or a limited access Pin Code (for a **Casual Session** whether purchased as a single session or within a **Multi-Pack**) to enter the **Studio** to access the **Service**.

18.2 In the event a FOB Key is supplied to you as part of your membership with us, you must attend the **Studio** during staffed hours to collect the FOB Key.

19. MARKETING MATERIAL

19.1 By agreeing to these **T&C's**, you agree that we may send you marketing and promotional material from time to time to either your nominated address, telephone number or email address.

20. CREDIT REPORTING

20.1 If you pay by **Direct Debit Authority** and you default on any payment due under these **T&C's** and that default subsists following notification to you, you hereby authorise us to notify any debt collection or credit reporting agency of your default in addition to any other rights we have under this Agreement including terminating your membership.

21. SECURITY FOR POSSESSIONS

21.1 You agree that the **Studio** is a shared facility and anything of value you bring into the **Studio** is at your risk.

21.2 We strongly recommend that you do not take bags or anything of value into the **Studio**. We have no responsibility to provide you with a secure place to leave any such items and do not accept responsibility for any items which are lost, misplaced or stolen from within or outside the **Studio**.

22. GENERAL

22.1 These **T&C's** will be governed in all respects by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and the courts of appeal from them.

22.2 The **Company** reserves the right to amend these **T&C's** and any other policy on our **Website** at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of our **Website** will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of the **Website** or any **Service** offered through the **Website**.

22.3 You may only vary or amend these **T&C's** by written agreement with the **Company**.

22.4 Waiver of any power or right under these **T&C's** must be in writing signed by the **Party** entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the **Company** to act with respect to a breach by you or others does not waive the **Company's** right to act with respect to that breach or any subsequent or similar breaches.



- 22.5 If any clause in this Agreement, or part thereof, is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed to the extent that it is void, invalid or unenforceable, but the remainder of the Agreement will remain in full force and effect.
- 22.6 The **Company** may provide any notification for the purposes of these **T&C's** by e-mail.
- 22.7 You may not assign, transfer or sub-contract any of your rights or obligations under these **T&C's** without the **Company's** prior written consent.
- 22.8 The **Company** may assign, transfer or sub-contract any of its rights or obligations under these **T&C's** at any time without notice to you.

23. INTERPRETATION

- 23.1 In these **T&C's**:
 - (a) all amounts are in Australian dollars (AUD);
 - (b) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these **T&C's**;
 - (c) these **T&C's** may not be construed adversely against the **Company** solely because the **Company** prepared them;
 - (d) the singular includes the plural and vice-versa;
 - (e) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
 - (f) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

24. DEFINITIONS

- 24.1 In these **T&C's**:
 - Australian Consumer Law** means *Competition and Consumer Act 2010 (Cth)* and related regulations.
 - Casual Session** means a one-off casual session for the Service either purchased individual or as part of a Multi-Pack.
 - Consequential Loss** means any indirect, incidental, special or consequential loss or damage or for loss of revenue, profits, opportunity, goodwill, interruption of business or anticipated savings.
 - Direct Debit Authority** means the direct debit authorisation you provide to us (or a third party nominated by us including Integra Pay) to periodically draw funds from the account or credit card listed in your Member Application Form to pay any liability arising under this Agreement.
 - GST** means "GST" within the meaning of the GST Act.
 - GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
 - Instalments** means the instalments of the Service Fees which are direct debited from your nominated account or credit card (and which shall include any direct debit processing fees).

- Loss** means any loss, Consequential Loss, damage, liability or obligation, tax, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a solicitor-client basis) however arising and whether present or future, fixed or unascertained, actual or contingent, based in contract, tort or statute and whether involving a third party or a party to these T&C's or otherwise.
- Member Application Form** means the Member Application Form required to be signed by you to apply for an Ongoing Membership.
- Membership Cycle Period** means the cycle period (either weekly, fortnightly or monthly) you have selected on your Member Application Form.
- Multi-Pack** means an Order comprising of three (3) Casual Sessions to be used by you in accordance with clause 6.5 of these T&C's.
- Non-Member** means any person who has not entered into an Agreement with us for the use of the Services.
- Ongoing Membership** means an Order comprising of an ongoing membership with the Company for the Service entered into by you in accordance with clause 6.9 of these T&C's.
- Order** means an order placed with us for the provision of the Service submitted using the Website or in-person at our Studio.
- Party** means us or you.
- Proprietary Content** means:
 - our Website;
 - all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in our Website, and the selection and arrangement thereof); and
 - all software, systems and other information owned or used by the Company in connection with the products and Services offered through our Website (whether hosted on the same server as our Website or otherwise).
- Representatives** means any of the Company's staff, officers, employees, agents, consultants, licensors, partners and affiliates.



Casa Soleil Pty Ltd (ABN 72 650 802 252)

Terms and Conditions

Service(s)	means the 24/7 spray tanning services provided to you by us as part of an Order for a Casual Session, Multi-Pack or an Ongoing Membership as specified in this Agreement.
Service Fees	means the fees payable by you to us for the provision of the Service.
Studio	means our business location located at 95 Bondi Road, 2026 NSW.
T&C's	means these Terms and Conditions.
User Content	means any and all content that is submitted, posted or otherwise added to our Website by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.
"We", "us", "our" or the "Company"	means Casa Soleil Holdings Pty Ltd (ACN 650 802 252) trading as "Casa Soleil".
Website	means our website at www.casasoleil.com.au .
You, your	means the user of our Website and/or the customer or client with whom we enter into an agreement for the provision of the Service.

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