

Turbo Studio Terms and Conditions 2010

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Turbo Studio Pty Ltd and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by both parties.

1. YOUR PHYSICAL CONDITION - You promise and represent on the date of your first session, and repeat such promise and representation each time you use our facility, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. The owners and operators of Turbo Studio are not medically trained and are therefore not qualified to assess whether you are in good physical condition and/or that you can engage in active or passive exercise without detriment to your health, safety, comfort or physical condition. We strongly advise you take expert advice prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise.

2. RISK WARNING - It is your responsibility to ensure that you correctly use the equipment provided on our premises. Instruction will be given though if you are in any doubt as to how to correctly use the equipment you should consult a member of staff.

3. BOOKING by the Turbo Studio Sessions Calendar – Bookings are made according to various Membership Plans and the Turbo Studio Sessions Calendar. Bookings must be made for all sessions. Bookings are generally made in a 'same day of each week' format – For example, a booking for Monday at 5.45am means every Monday at 5.45am inside the month. Flexibility is subject to availability.

Power Sessions

One Month Membership Plan (four sessions) – purchase four sessions and utilise within one Turbo Studio Calendar month. *

One Month Membership Plan (five sessions) – purchase five sessions and utilise within one Turbo Studio Calendar month. *

Three Month Membership Plan – purchase thirteen sessions for the cost of eleven and utilise within a three month period.

* To accommodate correct rotation of our power sessions, months are structured to ensure five day weeks. Occasionally this creates a five week month which incurs an additional charge for the fifth session (see our Sessions Calendar page two of this document). One Booking Form per client should be submitted. Additional Booking Forms for ongoing bookings are not required unless personal details have changed. See turbostudio.com.au/sessions.html for various session times and payment options.

Lite Bike

Monthly Plans only. All sessions to be utilised within the month.

Ladies Programme

By Casual booking or Monthly Plan. Missed sessions are not refundable nor can they be made up.

Saturday Squad

Booked in monthly blocks.

4. PAYMENT

Bookings required for all sessions. Payment due seven days in advance of the first session. Final confirmation of booking is by receipt of payment. Should payment not be received by the due date booking may be re-sold.

Payment options - Netbank transfer, credit card (subject to 2.54% surcharge) or cash. Cheques are not accepted.

5. CANCELLATION POLICY

If you choose to cancel your booking up to three days in advance of your first session after payment has been processed and we have received notification of cancellation by email we will endeavor to replace your booking in order to refund your payment in full. Should we be unable to replace your booking 50% of your payment shall be retained as a cancellation fee and the remaining 50% refunded. Should you choose to cancel your booking at any time throughout the duration of your block, 100% of the remaining payment shall be retained as a cancellation fee.

6. SESSION CREDIT

Missed sessions are not refunded. With reasonable notice (minimum 24 hours) a credit will be offered though must be utilised within your plan period. If a credited session is missed no further offer of a make-up will be offered. Re-scheduled sessions are subject to availability and may be moved according to incoming bookings. Credits may only be used for a class of the same duration and cost. Should you not attend a session within your block and not give us reasonable notification by email or sms no credit will be offered. Session credits cannot be deducted against future Membership Plans. Unused credits will expire at the end of each plan.

6. IMAGES AND FOOTAGE – By submitting and making payment for your booking you consent to us using your image and any footage taken in any promotion or other material in relation to the business. Please notify us if you do not wish for your image to be used for marketing purposes.

RELEASE AND INDEMNITY - In consideration of Turbo Studio accepting and in consideration of your use of equipment owned by Turbo Studio you agree that Turbo Studio shall not be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by you, occurring on said premises except where caused by gross negligence of Turbo Studio. Also that Turbo Studio shall not be liable for any death, personal injury or illness occurring upon the premises or as a result of the use of facilities and / or equipment provided by Turbo Studio, except to the extent that such death, personal injury or illness arises from the gross negligence of Turbo Studio.