

TERMS & CONDITIONS

Agreement | Between You and Us

Myo Health Limited ('Myo Health', 'Myo Health NZ', 'MH', 'us' or 'we') – Customer Terms and Conditions

Latest update: 29 January 2018

These Terms and Conditions are between Myo Health and you, the customer of Myo Health ('you') and user of Myo health's facilities, Pilates classes, Physical Therapies, Treatments, Massages, Exercise Classes and related services ('Myo Health Services').

Summary

Myo Health will always do their best to fulfil your needs and expectations while maintaining a friendly and approachable attitude. We do not like, or intend to trick you and/or over complicate things, so we will keep our legal terms very simple and direct without any paragraphs of unreadable text. Our ultimate goal with our terms and conditions is to have an agreement that benefits and protects both parties, now and in the future.

1. Your agreement with us

Your Agreement with us consists of:

- these Terms and Conditions; and
- any physical and/or electronic information/document we make available to you (including Cliniko), that you sign or otherwise indicate your agreement to, which identifies your subscription or product purchase.

These Terms and Conditions (as may be amended from time to time in accordance with clause 7 below) and other documents referred to above are referred to as 'this Agreement' and comprise the entire agreement between us about its subject matter. You may not rely on any representations or warranties about the subject matter of this Agreement except as set out in this Agreement.

2. Coverage of this Agreement

This Agreement applies to any Myo Health Services provided to you, including any activities relating to the Myo Health Services, such as online booking and payment. By booking, paying for or using any Myo Health Service, you agree to be legally bound by this Agreement.

3. Our commitment

Myo Health Studios will provide the Myo Health Services to a professional standard and in accordance with all applicable New Zealand laws.

4. Your obligations

In relation to your use of any Myo Health Studios Services, you must:

- book for each Myo Health class via the online booking system (currently Cliniko) at ('Myo Health Studios Site') before attending the class at Myo Health's premises (our payment options, offers and packs for our Services are further described on the Myo Health Site and in clause 5 below); and
- comply with the rules and requirements set out in this Agreement.
- communicate any disease or disability with a clearance in writing from your doctor before attending any classes. This is for your safety and well-being of all our clients, staff and customers.

5. Rules relating to our offers, pricing and packs

Our latest payment options, pricing, offers and packs for Myo Health Services are further described in this clause 5 or otherwise on the Myo Health Site, and may change from time to time as determined by Myo Health. All our pricing is in New Zealand dollars and inclusive of any applicable GST. Rules applying to our offers and packs are set out in this clause 5. Our rules relating to cancellation and re-scheduling of classes are set out in clause 6. On a general note, payment isn't taken at the time of booking, however you are required to pay on the day of your appointment and or booking or you also have the option of receiving an invoice per email and have 7 days to pay the outstanding balance.

Temporary Offers

Any promotional offers, 'Deals', 'Flash Sales', that Myo Health advertises via the Myo Health Site, Myo Health Facebook Book Page, Myo Health Facebook Group, or Newsletter is subject to their own terms and conditions as outlined in the offer.

6. Cancelling and re-scheduling classes

We expect our classes to be small and to fill quickly, which is why we need to be fair to all clients and enforce our rules relating to cancelling and re-scheduling classes. If you have not booked a class, please check if the class is still running to avoid disappointment. Any of Myo Health Services can be booked online or phone call up to 4 hrs prior.

Group Classes

You must not cancel a Group Class less than eight (8) hours before that class is due to start, morning or evenings. If you do, you will lose the pre-paid credit for the class that you cancelled. Although we understand sometimes unforeseeable circumstances can arise, we have to be strict and consistent to remain fair. Therefore, no exceptions will be made.

Private Classes / Sessions

You must not cancel a Private Class less than 24 hours before that session is due to start. If you do, you will lose the pre-paid credit for the Private Class / Session that you cancelled. You will also not be able to use or transfer your pre-paid credit for any Private Class you have cancelled within the required 24 hour period for a separate Group Class.

Lateness or absence from classes

Out of consideration for the trainer and other clients, as well as for your own safety as you need to participate in the warm up, it is important that you turn up on time. The rules set out in this clause 6 that apply to cancellation and re-scheduling of classes apply in the same way if you are more than five (5) minutes late for a class or if you do not turn up to a class that you have booked.

7. Our rights

In delivering the Myo Health Studios Services to you and other customers, we (and/or our instructors or trainers) may, at our discretion:

- Refuse your entry to any class if you are more than 5 minutes late to it. This is out of consideration for the trainer or instructor of your class, other clients, and also for your own safety (the warm-up is important).
- Restrict you or other clients to a particular class type for safety reasons.
- Change trainers, instructors, our hours of operation, classes, class times and class.
- Cancel classes.
- Change our pricing, offers and packs for any Myo Health Services with immediate effect by displaying these changes on the Myo Health Site. However, if we do change our pricing, offers or packs, we will honour any existing Intro Offers & Group Class Packs that you have already paid for.
- Amend or replace all of or any aspect of these Terms and Conditions or this Agreement with immediate effect by displaying the amendment or replacement(s) on the Myo Health Site.
- Terminate any Intro Offer, Group Class Packs, Treatments, you have purchased from us, or any other pre-paid credit for a Myo Health Pilates class, for any reason, provided that we pay you pro-rata compensation for any pre-paid credits for Myo Health classes that are un-used at the effective date of our termination.

8. Our process if we need to cancel a class

A minimum of three people are required for a Group Class to proceed. You will be contacted via text, phone or email should a class you are booked into be cancelled. Please be aware classes are on a first book first serve basis. To avoid disappointment, classes can be booked online via the Myo Health Site up to four (4) weeks in advance.

9. Age limits and restrictions

You must be at least 16 years of age to attend our classes. Children younger than this age are permitted in the Myo Health Studio and are your sole responsibility. We ask you however to leave a group class should your child be too disruptive to other clients. This is due to Myo Health not having the necessary child care facilities and certification.

10. You have responsibility for your property

Myo Health is not responsible for the safekeeping of your personal property while you attend any of Myo health Services, or for any property you leave at or within Myo Health's premises. The protection of your personal property is solely your responsibility. We are not responsible or liable for any lost or stolen personal property that occurs or is believed to have occurred at or within Myo Health's premises. If you do become the victim of a theft while at Myo Health's premises, we recommend you promptly report the incident to a Myo Health Representative or its associates and to the New Zealand Police.

11. Your health and safety is our priority

Your health and safety is our priority while you use the Myo Health's Services and undertake our Pilates classes. For that reason we reserve the right to refuse your participation in classes for health and safety reasons. We may also ask you for medical certificate or signed medical consents from your Doctor if we believe that documentation is reasonably necessary to help us verify whether it is safe for you to participate in one of our classes. For the avoidance of doubt, if you are pregnant, we will ask you to bring in a signed medical consent from your Doctor before doing a Myo Health class.

12. Limitation of liability and indemnity

To the extent permitted under applicable laws, we:

- exclude all conditions and warranties implied into this Agreement;
- exclude consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits);
- limit our liability for breach of any condition or warranty that we cannot exclude to (at our option) resupplying the relevant Myo Health Service or paying the cost of having the relevant Myo Health Service resupplied; and
- limit our liability in respect of any other claim under or in connection with this Agreement, whether the claim is based in contract, tort (including negligence), statute or otherwise, to the amount paid to us by you under this Agreement and reduce that liability to the extent you cause or contribute to the loss the subject of the claim.
- We will not be liable under this Agreement to the extent that liability is caused by:
 - any breach of your obligations under this Agreement or a negligent act or omission by you;

- any delay in performance or breach of this Agreement which arises as a result of any you; or matter beyond our control including but not limited to viruses, other defects or failure of the server hosting our website.
- You indemnify us and our officers, employees and agents (“those indemnified”) against any direct or consequential liabilities, losses, damages, expenses and costs incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with any content or material uploaded or submitted by you in connection with this Agreement or any other act or omission by you in connection with your use of the website or the Myo Health Services.

13. Liability Release and Acknowledgement

The Liability Release and Acknowledgement that you sign when completing the Myo Health Waiver & Liability Client Registration Form (when you first start an exercise regime with us), is incorporated by reference into this Agreement.

14. Assignment

You must not assign or transfer this Agreement without our prior written consent. We may transfer or assign our rights and obligations under this Agreement at any time to any third party. If we assign or transfer our rights and obligation under this Agreement, we will notify you of the assignment or transfer.

15. Notices

We will send any legal notices and other communications to you at the email address you have provided to us (or any updated email address you notify us of). It is your sole responsibility to ensure that you provide us with your current contact email address and/or facsimile number.

16. Governing Law

The laws of New Zealand govern this Agreement. You submit to the exclusive jurisdiction of the Courts of New Zealand.