



Kalm Springs

TERMS AND CONDITIONS

1.0 SERVICES

- 1.1 Kalm Springs reserve the right to alter prices and services without notice. While we promote the numerous health benefits of our treatments, they are provided for the purpose of relaxation and enjoyment. The services offered at our facility should substitute medical advice or treatment by a doctor.
- 1.2 Please advise our staff prior or at the time of booking if you have any mobility restrictions or medical conditions that may impact your experience at Kalm Springs. Our staff can then provide an assessment on if our facility can accommodate your needs and condition at Kalm Springs.
- 1.3 Kalm Springs reserves the right to refuse use of facilities to patrons suffering from health conditions that may put others at risk (e.g.: contagious skin conditions) and to patrons under the influence of alcohol or drugs, or those who behave in a manner which is deemed abusive or harassing to other patrons and/or staff.

2.0 BOOKINGS / CANCELLATIONS / LATE ARRIVALS

2.1 Bookings_

- 2.1.1 Payment is made to confirm all bookings at the time of booking.
- 2.1.2 You may change your booking to an alternate, available session time providing this is done at least 24 hours before the time of your original booking and subject to availability.

2.2 Cancellations

- 2.2.1 If a booking is cancelled with more than 24 hours' notice, you will receive a credit note for use at a later date.
- 2.2.2 If a booking is cancelled less than 24 hours before your session time, or in the event that a booking is not attended, you will be charged in full for the scheduled service.

2.3 Late Arrivals

- 2.3.1 Please arrive at least 15 minutes before your booking time. We are unable to extend session times or bookings to accommodate late arrivals.
- 2.3.2 If you are more than 15 minutes late to a booking, Kalm Springs reserves the right to cancel your booking or deduct the corresponding amount of time from your booking without any refund to you.

3.0 MEMBERSHIP AGREEMENT & TERMS

3.1 Agreement

- 3.1.1 This ongoing agreement commences on the date you join Kalm Springs as a member and will continue until the Membership is terminated in accordance with clause 3.3.
- 3.1.2 If you wish to cancel your membership, we require four (4) weeks written notice to terminate.

3.2 Cooling Off Period

- 3.2.1 There is a cooling off period of 48 hours.
- 3.2.2 This cooling off period will begin on the date you sign this agreement and expire at 5pm 48 hours later.
- 3.2.3 In the event you cancel your membership during the cooling off period by giving us written notice, we will refund you the amount you had advanced less any costs you incurred prior to cancellation.

3.3 Cancellation

- 3.3.1 You can cancel your membership with Kalm Springs at any time by providing us with 4 weeks written notice of your cancellation. No charge will be incurred if this is complied with.

3.4 Payment Terms

- 3.4.1 Your membership payment is taken as a weekly direct debit, which is payable weekly in advance commencing on the Start Date.
- 3.4.2 If you are paying by credit card or card on file:
 - i. You direct and authorise us to debit from your credit card or card on file, the above payment at the above frequency.
 - ii. If there are insufficient clear funds in your account to meet a payment, you may be charged a fee and/or interest by your financial institution.
 - iii. Kalm Springs are not obliged to provide you the services until the outstanding payments have been made in full.
- 3.4.3 We reserve the right to refer outstanding payments to a debt collection agency.

4.0 LEGAL

4.1 The laws of the Commonwealth of Australia and New South Wales jurisdiction govern this agreement. Any provision of this agreement which is held to be unenforceable is where possible, severed to the extent necessary to make this agreement enforceable.