

TERMS AND CONDITIONS

Obtaining the Services is potentially dangerous and may expose you to risks, including accidents, serious injury, illness or even death. G.Lorri Group will use its best endeavours to protect you but there remains a possibility of an accident causing injury, illness, disability, death or property damage. You receive the Services at your own risk and acknowledge that you have read clauses 11 and 12, which describe your rights under Australian Consumer Law, and how G.Lorri Group limits its liability to you.

Before you agree to these terms and conditions, please make sure that you read and understand the below Medical Emergencies and Disclaimer information.

MEDICAL EMERGENCIES

If you require immediate medical attention, contact your treating general practitioner or call 000.

Do not use our Services if you have or think you may have an emergency or critical condition or symptom, including, but in no way limited to, if you think you are giving birth or have pregnancy complications.

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using our Services or believe that you, or anyone is in an urgent, dangerous or emergency situation, you should not use our Services and instead contact 000 immediately or seek alternative and appropriate medical services.

CONTRAINDICATIONS FOR ENGAGING IN PREGNANCY COACHING

Do not participate in the Services if you have or are experiencing any of the below:

- (a) short cervix or cervical stitch;
- (b) antenatal bleeding (bleeding when you're more than 20 weeks pregnant);
- (c) currently experiencing premature signs of labour (less than 37 weeks pregnant);
- (d) pre-labour premature rupture of membranes;
- (e) placenta previa;
- (f) pre-eclampsia;
- (g) currently experiencing uncontrolled hypertension (high blood pressure) or unstable blood glucose levels;
- (h) currently experiencing reduced fetal movements;
- (i) significant maternal heart/lung disease;
- (j) severe anaemia; or
- (k) if your direct health care provider has informed you at the start of your pregnancy or after a change in your pregnancy that exercise is unsafe for you.

CONTRAINDICATIONS FOR POSTNATAL COACHING

Do not participate in the Services if you have or are experiencing any of the below:

- (a) currently experiencing heavy vaginal bleeding;
- (b) excessive pain that has not been investigated by your medical team;
- (c) symptomatic of an epidural headache; or
- (d) if your direct health care provider has not yet cleared you for exercise.

CONTRAINDICATIONS FOR PREGNANCY EASE AND OPTIMISE LABOUR BODYWORK

Do not participate in the Services if you have or are experiencing any of the below:

- (a) short cervix or cervical stitch and you are less than 37 weeks pregnant;
- (b) antenatal bleeding (bleeding when you're more than 20 weeks pregnant);

- (c) currently experiencing premature signs of labour (less than 37 weeks pregnant);
- (d) premature rupture of membranes (less than 37 weeks);
- (e) placenta previa;
- (f) uncontrolled or worsening pre-eclampsia symptoms;
- (g) currently experiencing uncontrolled hypertension (high blood pressure);
- (h) currently experiencing reduced fetal movements; or
- (i) if your direct health care provider has informed you not to engage in any form of massage during pregnancy.

If you are unsure whether our Services are safe for you, please seek medical advice.

DISCLAIMER

G.Lorri Group services are provided by Gabrielle Brennan, who is a registered nurse, personal trainer and midwife by training. She provides midwife-instructed coaching and labour bodywork for pregnant persons at various gestational periods.

- (j) **(Limitation of services)** Gabrielle provides information that is general in nature and based on her midwife training and personal experience. Statements, views and opinions provided by Gabrielle are limited to her midwife training and the Services and are not a substitute for medical advice. We accept no responsibility from any inaccuracy or unexpected outcomes from the use of information provided to you when receiving our Services. If you are unsure about any information given when receiving our Services, seek medical advice to evaluate any risks.
- (k) **(Not medical advice)** Gabrielle is a midwife by training and not a doctor. Medical advice needs to be sought from a physician. Any information given when receiving our Services is based on Gabrielle's midwife training. Any recommendations or advice provided in our Services are Gabrielle's suggestions of what actions you may take and are in no way to be taken as medical advice and are not exhaustive of all possible methods or techniques. We accept no responsibility from any adverse effects from using the information received with receiving our Services.
- (l) **(Results not guaranteed)** We cannot guarantee any results from your use of the Services. The more effort you put in and the closer you follow any recommendations, the better your results will be but everyone is an individual and results may vary. You are responsible for compliance with any of our Services at the pace you are comfortable with. We will not be responsible or liable for any issues including you meeting your goals.
- (m) **(Suitability)** We do not guarantee that any of our Services take into account your personal circumstances or specific goals. Many factors will be important in determining whether you achieve any actual results in relation to your pregnancy or physical health, and there is no guarantee that you will be able to achieve specific goals (whether communicated to us or not) within any timeframe or at all. You should obtain appropriate medical or health advice before relying on the information provided during our Services. We make no representation or guarantee that our Services will be useful or relevant to you or that by applying any ideas, recommendations, methods or techniques in the Services you will achieve any particular outcomes. We are not responsible for any of your actions, decisions or choices and any methods and techniques implemented by you in relation to your pregnancy or physical health or otherwise by you are done so at your own risk. By not seeking appropriate professional medical advice, you accept the risk that the information contained in our Services may not meet your specific needs, circumstances or goals.
- (n) **(Sessions)** The delivery of the Services may be in person at our clinic or carried out online. You may also be given exercises to complete in your own time away from our clinic entirely unsupervised. You agree that any exercises you carry out on your own and any issues that occur, not at our clinic, are your responsibility.
- (o) **(Online Sessions)** Where we provide you with Services online, we will not be responsible for any technical or data issues.

If you are unsure about anything in our Services, or participating in our Services, we encourage you to seek medical advice or call 000 in an emergency.

1 INTRODUCTION

- (a) G.Lorri Group Pty Ltd ABN 69 666 864 268 (**G.Lorri Group, our, we or us**) provides Pregnancy Coaching, Postnatal Coaching, and Pregnancy Ease and Optimise Labour Bodywork (collectively, the **Services**) both at its clinic located at 550 Warrigal Road, Malvern East VIC (**Clinic**) through its in person sessions (**In Person Sessions**) and online sessions via video platform (**Online Sessions**).
- (b) The Services can be obtained by booking an individual Session or Session Package through G.Lorri Group's website, www.glorrilabourbodywork.com.au (**Website**).
- (c) These terms and conditions (**Terms**) govern G.Lorri Group's supply of the Services to you (the **Client** or **you**).
- (d) By making a booking for Services (**Booking**), the Client:
 - (i) agrees to be bound by these Terms;
 - (ii) represents and warrants that they are over 18 years of age; and
 - (iii) are authorised to use the debit or credit card used to secure the Client's Booking (if applicable).
- (e) Making a Booking constitutes the Client's intention and offer to enter into a contract, where G.Lorri Group will provide the Client with the Services they have booked in exchange for payment of the fees payable for the Services. A contract is not formed until the Client receives an email from G.Lorri Group confirming that the Client's Booking is confirmed.
- (f) Capitalised words and phrases used in these terms and conditions have the meaning given by the words immediately preceding any bolded and bracketed word(s) or phrase(s).
- (g) G.Lorri Group may change these Terms at any time by updating this contract and notifying the Client of this update by email or through the Website. The Client's continued use of the Services will represent an agreement by the Client to be bound by the Terms as amended.

2 PREGNANCY EXERCISE GUIDELINES

We may provide pregnancy exercise guidelines during our Sessions from time to time (**Guidelines**), which are intended to provide you with guidance on midwife-instructed pregnancy stretches, including cautions and contraindications. The Guidelines are intended to be a guide only with general information and are not a substitute for medical advice. Ultimately, you are responsible for knowing your body and your limits. If you are unsure about the Guidelines, or any part of our Services, you must seek medical advice.

3 CLIENT OBLIGATIONS

3.1 CLIENT INFORMATION

- (a) As part of receiving the Services, the Client must provide G.Lorri Group with all documentation and information reasonably required by G.Lorri Group to perform the Services. The Client represents and warrants that it will notify G.Lorri Group if and when any information (such as health circumstances) change.
- (b) If you cannot attend any Sessions, you must cancel your Session before your scheduled appointment in accordance with clause 15.2.

3.2 EQUIPMENT

You acknowledge that to adequately receive the Online Services, you may be directed by G.Lorri Group to obtain equipment including but not limited to a yoga mat, block, massage ball, chairs and cushions. G.Lorri Group will not be responsible for your inability to receive the Online Services if you have not obtained such equipment.

3.3 COMPLIANCE WITH LAWS

The Client agrees that it will not, by receiving or requesting the Services:

- (a) breach any applicable Laws (including any applicable privacy laws); or
- (b) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

4 OUR SERVICES

4.1 SERVICES

- (a) All Sessions must be booked through our Website or otherwise discussed and booked with us.
- (b) Details of all our Services are available on our Website.

4.2 BOOKING SYSTEM AND ACCOUNT

- (a) G.Lorri Group uses a third-party booking service in conjunction with the Website to allow you to make bookings for your Sessions (**Booking Service**).
- (b) Where any Booking Service is used you will be bound by this clause and the third party terms in clause 4.4.
- (c) To make a Booking or purchase a Session Package, the Client must register an account through the Website (**Account**).
- (d) When the Client registers for an Account, the Client must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (e) As part of the Account registration process and as part of the Client's continued use of the Account, the Client will be required to provide personal information and details, such as the Client's email address, first and last name, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by G.Lorri Group from time to time.
- (f) G.Lorri Group may, in its absolute discretion, suspend or cancel the Client's Account for any reason, including for any failure to comply with these Terms.

4.3 SESSION PACKAGES

The following terms apply when the Client purchases multiple sessions provided by G.Lorri Group as a "Session Package".

- (a) The Client must attend the number of Sessions purchased in the Session Package within the time period set out in the Booking or on our Website, if applicable.
- (b) If the Client does not attend the full number of Sessions in accordance with clause 4.3(a), the Session Package will expire and the Client will no longer be able to use that Session Package to make further Bookings. The Client is not entitled to any refund for any number of Sessions not attended in a Sessions Package.
- (c) Session Packages can be purchased by the Client on the day of a Session and in such case, G.Lorri Group will credit the Client's account for future Sessions.

4.4 ONLINE SESSIONS

- (a) If the Services are provided in real time online, they will be delivered electronically and accessed via a third-party app that we use from time to time, which is currently Zoom (**App**).
- (b) There will be no additional fees payable to us for using the App, other than any fee applicable to downloading any applications from any app store.
- (c) The App we use is a third-party app and is subject to additional terms and conditions. By using the App you will be bound by this clause and the Third Party Terms in clause 4.5.
- (d) The App is powered by a third-party platform and the terms and conditions of that third party may apply to your use of the App to the extent applicable to you. Those terms can be accessed here for [Zoom](#).
- (e) To the maximum extent permitted under applicable law and our agreement with our app provider, we will not be liable for any acts or omissions of that third party, including in

relation to any fault or error of the App or any issues experienced in using the App including downtime and the App not functioning adequately.

- (f) You agree that it is your responsibility to check that the computer and internet service being used to access the Services is adequate to access the Online Session.
- (g) We will not be liable to you if the Services may not be provided as a result of any technical issues including but not limited to:
 - (i) the operation of the internet, including but not limited to viruses;
 - (ii) any firewall restrictions that have been placed on your network or the computer you are using to access the Online Session;
 - (iii) failures of telecommunications links and equipment; and
 - (iv) software and browser incompatibility.

4.5 THIRD PARTY TERMS AND CONDITIONS

- (a) To provide you with the Services, we may use goods or services provided third parties (including third party platforms) who have their own terms and conditions and policies (**Third Party Terms**), including [Acuity Scheduling](#) and [Zoom](#).
- (b) Provided we have notified you or given you a copy of the Third Party Terms, you agree to the Third Party Terms that apply to your use of the Services.
- (c) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms, including in relation to any fault or error of the Services.
- (d) You have the right to reject any Third Party Terms but if you do, we cannot provide you with the Services and you will need to cancel in accordance with this agreement.

5 FEES AND PAYMENT

5.1 FEES

All Fees are:

- (a) as displayed and accepted by you at the time of Booking (**Fees**);
- (b) in Australian Dollars; and
- (c) subject to change without notice prior to payment being received.

5.2 PAYMENT OBLIGATIONS

You must pay the Fees in full at the time of receiving the Services, unless you are making a prepaid purchase for a Session Package.

5.3 GST

Unless otherwise indicated, amounts stated on our Website do not include GST. In relation to any GST payable for a taxable supply by G.Lorri Group, the Client must pay the GST subject to G.Lorri Group providing a tax invoice.

5.4 CARD SURCHARGE

We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

5.5 ONLINE PAYMENT PARTNER

(**Online payment partner**) We may use third-party payment providers (**Payment Providers**) such as Acuity Scheduling to collect payments for the Services. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible <https://www.squarespace.com/terms-of-service> and, to the maximum extent permitted by law, we will not be liable for the security or performance of the

Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

5.6 MEDICARE AND INSURANCE REBATES

- (a) If the Client is eligible for a Medicare rebate (**Medicare Rebate**), G.Lorri Group will process the claim on the Client's behalf, unless the Client requests G.Lorri Group not to do so. G.Lorri Group may charge an additional processing fee, despite previously not having done so.
- (b) The Client acknowledges and agrees that G.Lorri Group will not process any health insurance rebate (**Health Insurance Rebate**) the Client may be eligible for on the Client's behalf, and the Client is responsible for claiming such rebate from their health insurance provider.
- (c) G.Lorri Group accepts no liability or responsibility for compliance issues relating to the Client's failure to meet Medicare's or their insurer's requirements to be entitled to a Medicare Rebate or Health Insurance Rebate, as applicable.

6 COLLECTION NOTICE AND PRIVACY

- (a) We may collect personal information about you in the course of providing you with our Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) We may collect sensitive information about you, or your child, during the course of providing you with Services. We only collect information that you choose to provide us and will not collect this without your consent. It is up to you whether you choose to disclose your sensitive information.
- (d) We may need to share sensitive information about you, or your child, in a medical emergency in cases where we may not be able to obtain your consent.
- (e) We may need to share your information with third party platforms that we use to provide you with the Services, such as Mindbody. You can view their privacy policy [here](#).
- (f) By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

7 INTELLECTUAL PROPERTY

7.1 OUR IP

Intellectual Property Rights in the Services and our Services and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.

You will not under these terms acquire Intellectual Property Rights in any of Our IP.

7.2 DEFINITIONS

For the purposes of this clause 7:

- (a) "**Our IP**" means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

8 CHANGES TO YOUR BOOKINGS

8.1 CANCELLATIONS

Once we confirm your Booking, your Booking is binding and cannot be changed by you. If you wish to cancel a Booking, you must notify us within 24 hours prior to the start of the relevant Session. If you do not notify us of your cancellation at least 24 hours prior to the start of the relevant Session, you will be liable to pay us a \$50 cancellation fee.

8.2 REFUNDS

- (a) Generally, we do not provide refunds (including partial refunds) if you change your mind about a Booking or only part of your Session is completed. However, we understand that life happens. Pregnancy doesn't always go to plan. If you think you're entitled to a refund, please contact us via email explaining your circumstances and what Services you have booked, and we will assess your situation.
- (b) Nothing in this clause 8 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

9 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Services, you may publish general information about what you have learnt from the Services, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Services. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

10 NOTICES

- (a) A notice or other communication to a party under these terms must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

11 WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on these terms is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you accept these terms, or sign any other waiver provided to you, you will be agreeing that your rights to sue the

supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in these terms, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

12 RISK

- (a) Participating in the Services involves the potential for injury and you are participating in any Services at your own risk with knowledge of the dangers involved, including but not limited to, muscle tears, sprains, bruising, loss of balance resulting in a fall, head injury, fainting resulting in injury, belly knock during movements, belly knock with fall, vaginal bleeding, pregnancy loss, spontaneous premature rupture of amniotic membranes, premature labour, premature cervical dilation, pulmonary embolism, deep vein thrombosis, eclamptic seizure, reduced fetal movements resulting in poor fetal outcomes, premature cervical dilation, hypertension, unstable blood sugars, hypoglycaemic events and death (together, the **Risks**).
- (b) You acknowledge and agree that the nature of the Services means that, at times after a Session, you will be unsupervised by G.Lorri Group and you agree to accept any potential Risks arising out of your unsupervised participation in the Services, unless there is reckless disregard or gross negligence on G.Lorri Group's behalf.
- (c) You will bear all risk of loss or destruction of, or damage to, any equipment and/or other property and/or people, including your child, arising out or contributed to by your participation in the Services.

13 LIABILITY

- (a) To the maximum extent permitted by law and subject to clause 13(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the value of the Fees paid for the Services.
- (b) Clause 13(a) does not apply to your liability in respect of loss or damage sustained by us arising from your breach of clause 3.2.
- (c) Nothing in these terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund or replacement) if there is a failure with the goods or services we provide.
- (d) (**Consequential loss**) To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by us, except:
 - (i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - (ii) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

14 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

15 TERMINATION

15.1 TERMINATION ON DELIVERY

This agreement will automatically terminate on completion of the Session, or if applicable, final Session in the Session Package and delivery of the Services to the Client.

15.2 TERMINATION FOR CONVENIENCE

- (a) We may, in our sole discretion, terminate the Services and these terms for convenience at any time by providing 7 days' written notice to you.
- (b) The Client may terminate this Agreement in whole or in part by providing notice to G.Lorri Group. If the notice under this clause 15.2 is:
 - (i) 24 hours or more prior to the Session, G.Lorri Group will provide the Client with a full refund of any Fees paid;
 - (ii) less than 24 hours prior to the Session, G.Lorri Group will provide the Client with a full refund of the Fees paid, minus the \$50 Cancellation Fee; or
 - (iii) after the Booking time, the Client will not be entitled to any refund, unless the Service is not of an acceptable quality in accordance with the ACL.

15.3 TERMINATION FOR CAUSE

Either party may immediately terminate these terms by written notice to the other party if:

- (a) the other party is in default or breach of these terms;
- (b) the other party is convicted, or any of the other party's personnel are convicted, of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the other party, affects the other party's obligations under these terms;
- (c) the other party or any of the other party's personnel conducts themselves in a way tending to bring them or the other party into disrepute; or
- (d) the other party or any of the other party's personnel has a conflict of interest that cannot be resolved to the satisfaction of the other party.

15.4 EFFECT OF TERMINATION

Upon termination of these terms:

- (a) the Services will be terminated, and you will no longer have access to the Services;
- (b) your data will be removed from the Website and, if applicable, any third party platform; and
- (c) any Fees paid are non-refundable (except in accordance with clause 15.2).

15.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

16 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strike or other industrial action;

- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,

to the extent the occurrence affects the Affected Party's ability to perform the obligation.

- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 16(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation

17 GENERAL

17.1 GOVERNING LAW AND JURISDICTION

These terms is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

17.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

17.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

17.7 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

17.8 INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.