

## TERMS AND CONDITIONS

These terms and conditions are between Antara Studios and the Member. These terms and conditions and the Schedule form the entire agreement under which we will provide the Services to you.

### 1. DEFINITIONS

- (a) **"Agreement"** means this Membership Application Form including the Schedule, the Terms and Conditions and the Privacy Policy.
- (b) **"Antara Studios"** means Antara Studios (Qld) Pty Ltd A.C.N. 627 682 240 as Trustee for The MAP Family Trust trading as Antara Studios and its related bodies corporate, associated entities, successors and permitted assigns.
- (c) **"Antara Studios Bank Account"** means the bank account nominated in writing by Antara Studios from time to time.
- (d) **"Casual Pass"** means a pass for a single session of one of the Services offered by Antara Studios.
- (e) **"Kids Class"** means a class offered for children by Antara Studios.
- (f) **"Kids Sessions"** means the yoga sessions provided by Antara Studios for children.
- (g) **"Kids Pass"** means a Pass issued for a child to attend the Children's Sessions.
- (h) **"Commencement Date"** means the date the Applicant signs the Agreement.
- (i) **"Confidential Information"** means information which:
  - i. is disclosed to the Member in connection with this Agreement at any time;
  - ii. prepared or produced in connection with this Agreement at any time;
  - iii. relates to the business, assets or affairs of Antara Studios;
  - iv. relates to the subject matter of, the terms of any/or any transactions contemplated by this Agreement.whether or not such information or documentation is reduced to a tangible form or market in writing as "confidential" and howsoever the Member receives that information.
- (j) **"Direct Debit Form"** means the form provided by Antara Studios for the Member to authorise the direct debit of the Membership Fees from the Members Bank Account to Antara Studios Bank Account.
- (k) **"GST"** has the same meaning as the GST Act.
- (l) **"GST Act"** means A New Tax System (Goods and Services Tax) Act 1999.
- (m) **"Maximum Suspension Period"** means the period of six (6) months.
- (n) **"Member"** means the applicant that is named in Section 1 of the Schedule to this Agreement.
- (o) **"Membership"** means the membership selected by the Member in Section 4 which operates pursuant to the obligations, terms and conditions of the Agreement and includes the services detailed in the following clauses for the type of membership selected by the Member:
  - i. Mat Membership as detailed in clause 5;
  - ii. Reformer Pilates Membership as detailed in clause 6;
  - iii. Gold Membership as detailed in clause 7.
- (p) **"Members Bank Account"** means the bank account nominated by the Member in writing to Antara Studios from time to time.
- (q) **"Membership Fees"** means the recurrent fee payable for the Membership by the Member to Antara Studios as detailed in the Schedule (plus GST) and as varied by Antara Studios from time to time.
- (r) **"Membership Term"** means the term of the Membership starting on the Commencement Date and continuing in duration for at least the Minimum Membership Term and will continue after the Minimum Membership Period until terminated or cancelled in accordance with the terms of this Agreement.
- (s) **"Minimum Membership Term"** means the period of six (6) weeks from the Commencement Date.
- (t) **"Pass Package"** means ten (10) or five (5) passes each for a single session of one of the Services offered by Antara Studios.
- (u) **"Privacy Policy"** means the privacy policy published by Antara Studios (as amended) from time to time.
- (v) **"Services"** means the movement and mindfulness sessions including yoga, pilates, reformer pilates, meditation and barre services to be provided by Antara to the Member in accordance with the Agreement.
- (w) **"Studio"** means the premises located at 299 Ruthven Street, Toowoomba or any other premises from which Antara Studios operates from time to time.
- (x) **"Studio Rules"** means the rules published by Antara Studios and as amended by Antara Studios from time to time.
- (y) **"Third Party Services"** means those services including workshops, ceremonies and treatments that are not provided by Antara Studios but from a third party providing them at the Studio.
- (z) **"Terms and Conditions"** means the terms and conditions in the Membership Application Form and listed on Antara Studios' website.
- (aa) **"Website"** means the website of Antara Studios.

#### 1.1. In these Terms, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes other genders;
- (c) another grammatical form of a defined term has a corresponding meaning;
- (d) a reference to a document includes variations or replacements thereof;
- (e) a reference to a person includes an individual, body corporate or other entity;
- (f) a reference to a rule or law includes subordinate, amending and replacement laws;
- (g) headings are for ease of reference only and do not affect interpretation.

### 2. ACCEPTANCE OF AGREEMENT

#### 2.1. Each of the following acts or omissions will constitute the acceptance of the Agreement by the Member:

- (a) by signing and returning the 'New Client Information & Membership Application Form';
- (b) sending an email submitting the signed New Client Information & Membership Application Form and/or advising of the Member's acceptance of the Agreement;
- (c) completing and submitting the New Client Information Membership Application Form on the website and electronically selecting the acceptance box on the website
- (d) instructing us to proceed with the Services;
- (e) making payment of/for the Membership Fees and Class Passes; and
- (f) any other conduct that indicates or constitutes acceptance of these Terms and Conditions.

Upon acceptance, the Agreement is legally binding on the Member.

#### 2.2. Where more than one Member enters into the Agreement or where the Member comprises multiple persons or entities, they will be jointly and severally liable for the performance of all obligations of the Member under the Agreement.

#### 2.3. Where a Member enters into the Agreement as a trustee of any trust, the Member and its successors as trustee of the trust are liable under these Terms and Conditions in their own right and as trustee of the trust. Nothing releases the Member from any liability in their personal capacity.

### 3. MEMBERSHIP

#### 3.1. The Agreement allows the Member to use the facilities at the Studio for the Services offered under the Membership/Class Pass.

#### 3.2. The Member must comply with the Terms and Conditions in the Agreement.

#### 3.3. The Member must comply with the Studio Rules.

#### 3.4. The Member must be at least sixteen (16) years of age. If the Member is at least sixteen (16) years but is under eighteen (18) years of age then the Member's parent/guardian is required to sign the New Client Information & Membership Application Form and to accept responsibility for the performance of all obligations and Terms and Conditions by the Member including the payment of the Membership Fees or Class Pass fees.

- 3.5. A child under the age of sixteen (16) years is not eligible to be a Member but their parent/guardian can be the Member and can buy Kids or Tweens Passes for their child to attend the Kids or Tweens Sessions.

#### **4. SERVICES AND BOOKING REQUIREMENTS**

- 4.1. Antara Studios agrees to provide the Services included in the Membership, Casual Pass, Pass Package or Kids/Tweens Pass in accordance with the Agreement and all relevant laws.
- 4.2. The Member acknowledges that Antara Studios may provide the Services to the Member by utilising their employees, agents, contractors or sub-contractors.
- 4.3. Antara Studios may from time to time permit Third Party Services to operate from the Studio for the benefit of Members.
- 4.4. A Member must make a booking for any reformer pilates sessions.
- 4.5. A Member is not required to make a booking for any yoga, mat Pilates, barre or meditation sessions but acknowledges that all sessions will be filled on a first in basis and no session will exceed the numbers allocated by Antara Studios in their absolute discretion.
- 4.6. A booking for a session will only be accepted by Antara Studios if the Member has paid the Membership Fees or the fees for the Casual Pass or Kids Class Pass.
- 4.7. The cancellation of a booking for a Reformer Pilates session must be made by a Member **at least five (5) hours** prior to the booked time for the session otherwise the Member will forfeit the pass. If cancellation is not made within sufficient timeframes, a no-show fee of \$15 in each instance may apply at the Studio's discretion,

#### **5. MAT MEMBERSHIP SERVICES**

- 5.1. A Member with a Mat Membership is entitled to use the mat pilates, yoga, barre and meditation sessions but is not entitled to use the Reformer Pilates sessions as offered by Antara Studios.

#### **6. REFORMER PILATES MEMBERSHIP SERVICES**

- 6.1. A Member with a Reformer Pilates Membership is entitled to use only the reformer pilates sessions as offered by Antara Studios.

#### **7. SAVANTARA MEMBERSHIP SERVICES**

- 7.1. A Member with a Savantara Membership is entitled to use the Reformer Pilates sessions and also the mat pilates, yoga, barre and meditation sessions as offered by Antara Studios.

#### **8. FOUNDATION MEMBERSHIP**

- 8.1. If the Member is offered Foundation Membership by Antara Studios then the Foundation Membership rate will be held by the Member for a period of three (3) years from the date of issue of the Foundation Membership.
- 8.2. The Foundation Membership provides to the Member the benefit of a fixed price for the Membership selected by the Member in Section 4 of the Schedule to the price applicable to that Membership as at the date of commencement of the Foundation Membership and the fee will remain fixed for the period of the Foundation Membership under clause 8.1.
- 8.3. At the expiration of the Foundation Membership under clause 8.1 the Member will be required to pay the Membership Fees as charged by Antara Studios at that time.
- 8.4. If a Member cancels their Foundation Membership or the Foundation Membership is terminated under this Agreement then the benefits of the Foundation Membership under clause 8.1 will not apply to any renewal or new Membership obtained by the Member thereafter.

#### **9. SERVICE & OTHER AMENDMENTS**

- 9.1. Antara Studios reserves the right (in their absolute discretion) without the consent of the Member to cancel, change or vary the following:
- (a) the Services;
  - (b) the opening days and opening hours of the Studio;
  - (c) the session times;
  - (d) the teachers;
  - (e) the workshops;
  - (f) the duration of a session;
  - (g) the facilities and equipment available for use by the Member at the Studio.
- 9.2. The Member is responsible for ensuring they review the timetables published by Antara Studios for the sessions, workshops etc.
- 9.3. Antara Studios may suspend the Membership without the consent of the Member for a period determined by Antara Studios if required due to:
- (a) the maintenance, renovation or repairs to the Studio; or
  - (b) by the order, direction or recommendation of any local authority, agency, State Government or Commonwealth Government.
- 9.4. Antara Studios may temporarily suspend the Membership, for any reason, without the consent of the Member.

#### **10. MEMBERSHIP FEES, PRICE AND PAYMENT**

- 10.1. The Member must pay the Membership Fees to Antara Studios on a fortnightly basis from the Commencement Date. GST is to be added to all payments required under this Agreement.
- 10.2. The Member must enter into an agreement or direct debit authority for the payment of the Membership Fees to Antara Studios under Clause 10.1.
- 10.3. The Membership fee will be automatically deducted from the Members Bank Account by direct debit on a recurrent fortnightly basis with the first payment to be deducted after the Commencement Date.
- 10.4. All payments are to be made in Australian dollars unless otherwise agreed in writing by Antara Studios.
- 10.5. Time is of the essence with respect to the Member's obligation to pay the Membership Fees.
- 10.6. If the Member's automatic direct debit reverses or is returned by the Member's financial institution so payment is not received by Antara Studios the following will apply:
- (a) the provisions of clause 10.7 and 10.8 of the Agreement;
  - (b) Antara Studios may immediately terminate the Agreement;
  - (c) the outstanding payment together with all interest and costs will be processed within fourteen (14) days of the reversal;
  - (d) if not paid under clause 10.6(c) then Antara Studios may refer it to a collection agency and it may have a negative impact on the Member's credit report.
- 10.7. The Member is to pay Antara Studios on demand interest at the rate of ten per cent (10%) per annum on all overdue amounts owed by the Member to Antara Studios, calculated daily and compounded.
- 10.8. All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees (on an indemnity basis) and internal costs and expenses of Antara Studios, are to be paid by the Member as a debt due and payable under the Agreement.
- 10.9. If any Membership Fees are not paid by the Member then Antara Studios can withhold the Services (until all overdue amounts are paid in full including any interest and costs) and/or cancel the Member's Membership.
- 10.10. The Antara Studios may in its complete discretion apply any payment received from the Member to any amount owing by the Member to Antara Studios.
- 10.11. Antara Studios reserves the right to increase Membership Fees after the expiration of the Minimum Membership Term and if the fees are increased will provide two (2) weeks prior written notice to the Member.
- 10.12. The Member is responsible for arranging the cancellation of the direct debit on the cancellation or termination of this Agreement by way of written request.

## **11. MEMBERSHIP TERM**

11.1. The Agreement is operative for the Membership Term.

## **12. MEMBERSHIP CANCELLATION AND TERMINATION**

12.1. The Member is not permitted to cancel, suspend or alter the Membership during the Minimum Membership Term.

12.2. The Member may cancel, suspend or alter the Membership after the Minimum Membership Term by providing at least two (2) weeks prior written notice to Antara Studios.

12.3. If the Member is in breach of the Agreement then Antara Studios may terminate the Agreement and the Membership if the Member does not remedy the breach within five (5) business days of receiving a written notice of the breach from Antara Studios.

12.4. Antara Studios may terminate the Agreement immediately if there is any imminent danger to the Member (including but not limited to the Member suffering an injury or from a medical condition that prohibits them from engaging in the Services) or an employee, agent, contractor or sub-contractor of Antara Studios or any other person (including but not limited to other members).

## **13. MEMBERSHIP SUSPENSION**

13.1. After the expiration of the Minimum Membership Term a member may suspend their Membership on two occasions per calendar year for a period that does not exceed the Maximum Suspension Period by providing at least two weeks (2) prior written notice to Antara Studios if the suspension is required for one of the following reasons:

- (a) holiday or travel; or
- (b) injury or illness; or
- (c) illness or death of a family member.

## **14. MEMBERS OBLIGATIONS AND WARRANTIES**

14.1. The Member represents, warrants, acknowledges and agrees that:

- (a) the Member is in good health and medically sound to participate in the Services;
- (b) they do not suffer from any medical conditions (other than any conditions detailed in the Schedule) and if they have any medical conditions that they have doctors' consent to undertake the Services;
- (c) by obtaining the Services from Antara Studios that the Member will be engaging in physical activity and exercise which has an inherent risk of personal injury and they accept responsibility for their own health and participate in the Services at their own risk;
- (d) Antara Studios and their employees, agents, contractors or sub-contractors do not have medical training and are not qualified to assess whether the Member is in good health capable of participation in the Services without detriment to their health, safety, comfort or physical condition;
- (e) the Member will co-operate with Antara Studios and will provide all documentation and information including the state of their health to enable Antara Studios to provide the Services as requested by them, from time to time, and will provide it in a timely manner;
- (f) all information provided by the Member will be true, correct and complete;
- (g) the Member will conduct themselves in a courteous and polite manner and will not do anything to harm or interrupt the enjoyment of another person, member or Antara employee, agent, contractor or sub-contractor;
- (h) the Member will not engage in any offensive, intimidating or illegal behaviour or conduct;
- (i) if the Member makes any changes to their bank account that they will establish a new direct debit authority for payment of the Membership Fee;
- (j) the Member is not bankrupt and is not insolvent or in receivership or under administration, official management or liquidation and has not entered into an arrangement with its creditors;
- (k) the Member is able to perform its obligations under the Agreement;
- (l) it has not withheld from the Antara Studios any document, information or other fact material to the decision of Antara Studios to enter into the Agreement and to provide the Services to the Member;

14.2. The Member must immediately notify Antara Studios if any of the above representations, warranties and covenants cease to be true and correct.

14.3. The Member's obligations under the Agreement may only be performed by the Member and cannot be assigned.

14.4. The Member must comply with:

- (a) any Studio Rules;
- (b) the warranties in Clause 14.1; and
- (c) all reasonable directions and notices issued by Antara Studios to the Member.

14.5. The Member must comply with all applicable laws and regulations and not do (or omit to do) anything whereby Antara Studios or any person could be rendered liable to any claims, legal proceedings, prosecutions or government intervention.

14.6. If the Member is in breach of Clause 14 then Antara Studios are entitled to terminate this Agreement without providing prior written notice to the Member.

## **15. CASUAL PASS AND PASS PACKAGE**

15.1. A member must pay the fees for the Casual Pass, Kids Pass, Tweens Pass or Pass Package before the pass will issue to the Member.

15.2. A Casual Pass or Pass Package must be used by the Member that applied for the Casual Pass or Pass Package, unless otherwise communicated by and at the discretion of Antara Studios.

15.3. The Member must pay the Casual Pass Fees, Kids/Tweens Pass fees or Pass Package fees to Antara Studios and all fees paid are non-refundable.

15.4. A Kids/Tweens Pass can be used by the parent/guardian Member for any of the children in the Member's family.

15.5. Subject to clause 15.4, a Member cannot transfer or assign the benefit of the Casual Pass, Kids/Tweens Pass or Pass Package.

15.6. A Casual Pass or a Kids/Tweens Pass will remain valid and current for use by a Member for a period of one (1) month commencing on the date of issue to the Member.

15.7. A Pass Package can be used by the Member for ten (10) or five (5) single sessions from the Services offered by Antara Studios and the Pass Package will remain valid and current for use by a Member for a period of six (6) months or three (3) months respectively commencing on the date of the first use of the pass.

15.8. A Casual Pass can be used by a Member to obtain a single session from the Services offered by Antara Studios and the Pass expires immediately after use by the Member for a session.

15.9. A Kids/Tweens Pass can only be used for a child to obtain a single session of a Kids/Tweens Class offered by Antara Studios and the Kids/Tweens Pass expires immediately after use.

15.10. If the Mat Member wants to use a Casual Pass or Pass Package for a Reformer Pilates session then the Member is required to book a class.

15.11. If a Reformer Pilates Member wants to apply a Casual Pass or Pass Package for a yoga, mat pilates, barre or meditation class then the Member is not required to book, but acknowledges that all classes will be filled on a first in basis and no session will exceed the numbers allocated by Antara Studios in their absolute discretion.

## **16. BEGINNER INDUCTION**

16.1. The Member will participate in a beginner induction session provided by Antara Studios if deemed necessary. The Member will complete the beginner induction session prior to participating in any Services under the Agreement.

## **17. WELCOME TRIALS**

17.1. If Antara Studios offers a Member a welcome trial session pass it can be used on a single occasion being the first occasion that a Member uses a Service offered by Antara Studios.

17.2. A member cannot transfer or assign the benefit of a welcome trial session pass.

## **18. CHILDREN**

- 18.1. Any child that attends the Studio for a Service must be accompanied by their parent/guardian to be delivered to and collected from the Studio.
- 18.2. The child's parent/guardian must be present at the Studio at least five (5) minutes prior to the end time of a session in preparedness to collect the child.
- 18.3. A person other than the child's nominated parent/guardian in Section 1 of the Schedule is not permitted to deliver or collect the child unless the prior written consent of the parent/guardian has been provided to Antara Studios clearly identifying the nominated adult and authorising them to deliver to and/or collect the child from the Studio.
- 18.4. If a parent/guardian does not comply with the requirements of Clause 18 then Antara Studios can automatically terminate the Agreement or cancel the Pass (without the consent of the parent/guardian) and there will be no refund of any prepaid monies for the Membership or Pass.

## **19. STUDIO REQUIREMENTS FOR MEMBERSHIP AND PASS**

- 19.1. The Member or the child for a Kids/Tweens Pass are to be in attendance at the Studio at least five (5) minutes prior to the scheduled time for a session.
- 19.2. The studio door will be closed at least five (5) minutes after the commencement of a session/workshop for safety and security. No late entry will be permitted.
- 19.3. No early departure will be permitted unless pre-arranged by the Member with Antara Studios or the teacher for the session/workshop.
- 19.4. The Member is responsible for ensuring that any mat used by the Member is cleaned and returned to the back of the studio at the end of the session/workshop before the Member departs the Studio and the mat is to be returned to the area designated by Antara Studios for the placement of the mats.

## **20. FORCE MAJEURE**

- 20.1. If circumstances beyond the control of Antara Studios prevents or hinders them in performing the Services under the Agreement, then they are released from performing its obligations under the Agreement while the circumstances continue. Antara Studios may elect to terminate the Agreement or keep the agreement on foot until such circumstances have ceased.
- 20.2. Circumstances beyond the control of Antara Studios includes (but is not limited to) strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

## **21. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 21.1. The Member acknowledges and agrees that they use the Membership and the Services at their own risk and releases Antara Studios from any direct or indirect, special or consequential loss, damage or expense, claim, action or demand suffered by the Member arising out of any act or omission of the Antara Studios or any breach by the Antara Studios of the Agreement.
- 21.2. The Member releases Antara Studios from any liability, claims, actions or demands whatsoever relating to:
  - (a) any personal injury to the Member including any permanent paralysis;
  - (b) loss or damage of the Member's personal belongings; and
  - (c) the death of the Member.
- 21.3. The Member releases and fully indemnifies Antara Studios from and against, and must keep the Antara Studios fully indemnified from and against, all expenses, loss, damage, claims, costs and other liabilities (including legal costs on an indemnity basis) arising from any direct or indirect act, omission or negligence of the Member (or any of its officers, agents, employees and other representatives) in relation to the Agreement and the Services including (but not limited to):
  - (d) any default under, or failure to perform, the Agreement;
  - (e) any excessive or deliberate damage to the equipment of Antara Studios; and
  - (f) any death or injury to a person, and any loss or damage to real or personal property, caused by or contributed to by the Member;
- 21.4. Each amount payable under the indemnities in Clause 21 is a debt due and payable to Antara Studios on demand.

## **22. WAIVER**

- 22.1. The Member uses the Membership and Services at their own risk and assumes responsibility for all risk of personal injury, sickness, death, damage and expense as a result of participation in the Membership and Services and accepts the Terms and Conditions of the Agreement and acknowledges and agrees that:
  - (a) the Member participates voluntarily in any sessions, classes, workshops or events offer by Antara Studios and there has been no influence or undue pressure by Antara Studios;
  - (b) the Member has been examined by a licensed medical practitioner within the past six (6) months and the medical practitioner diagnosed the Member with health suitable to the participation in the Membership and Services under the Agreement;
  - (c) by obtaining the Services that the Member will be engaging in physical activity and exercise which has an inherent risk of personal injury, permanent paralysis or death and they accept responsibility for their own health and participate in the Services at their own risk and that Antara Studios is not responsible for monitoring their health or their physical condition nor are they responsible for making any assessment as to the Member's capacity to participate in the Services;
  - (d) the Member accepts all responsibility for the use of the Membership and the Services by any child as their parent/guardian and grant their permission to the child to use the Membership and the Services under the Agreement;
  - (e) they are responsible for their own personal belongings and ensuring they are safe and secure and that Antara Studios has no responsibility for their personal belongings;
  - (f) Antara Studios are not required to provide any advice, training or medical assistance to the Member and are being engaged to provide the Services under the Agreement;
- 22.2. The Members warrants that they have disclosed any medical condition or medication that could have an adverse impact on their health or capacity to participate in the Services. If the Member suffers from a medical condition they warrant that they have had their health assessed by a doctor and obtain the consent of the doctor to participate in the Services and will ensure that they have regular medical reviews.

## **23. CONFIDENTIALITY**

- 23.1. Subject to clause 23.2, the Member must keep confidential and not use or permit any authorised use of all Confidential Information.
- 23.2. Clause 23.1 does not apply where the disclosure is required by law or the disclosure is to a professional advisor in order to obtain advice in relation to matters arising in connection with this Agreement and provided that the Member ensures that the advisor complies with clause 23.1.

## **24. COVID-19**

- 24.1. The Member is not permitted to attend the Studio if they are suffering from the symptoms of Covid-19 including (but not limited to) feeling unwell and flu symptoms.
- 24.2. The Member must ensure they comply with the following requirements at all times:
  - (a) sign in their attendance at the Studio in the manner directed by Antara Studios from time to time; and
  - (b) apply hand sanitiser to their hands on entry into the Studio;
  - (c) follow all mat markers placed on the floor by Antara Studios;
  - (d) after using a mat ensure that the Member cleans it using the antibacterial wipes provided by Antara Studios;
  - (e) if using a bolster or blanket provided by Antara Studios that the Member brings a towel to cover them before using them;
  - (f) ensure that all yoga blocks, balls, hand weights and any other equipment is wiped and cleaned using antibacterial wipes after use;
  - (g) must wear pilates socks (grips on soles) are worn during all reformer pilates sessions; and

(h) comply with all social distancing requirements and any other COVID-19 safe requirements issued by an authority, the Queensland Government or the Commonwealth Government;

## **25. MISCELLANEOUS**

- 25.1. The Agreement will be governed by the laws of Queensland. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in Queensland.
- 25.2. Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the parties. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of forty-eight (48) hours in the case of post, or at the time of transmission in the case of transmission by email.
- 25.3. Nothing in these Terms and Conditions is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) except to the extent permitted by those Acts where applicable. The liability of Antara Studios for a breach of any non-excludable conditions or warranties is limited to the resupply of the services under the Agreement and to the payment of the costs for the resupply of the services under the Agreement.
- 25.4. Antara Studios may license or sub-contract all or any part of its rights and obligations without the Member's consent. Antara Studios may elect to transfer or assign all or any part of its rights and obligations hereunder to any third party without the Member's consent.
- 25.5. The failure by Antara Studios to enforce any provision of this Agreement will not be treated as a waiver of that provision, nor will it affect their right to subsequently enforce that provision.
- 25.6. Any party signing or executing or otherwise accepting the Agreement on behalf of the Member as the Member's director, officer, attorney, representative, parent or guardian hereby warrants, states and represents in his or her personal capacity that he or she is duly authorised and permitted to do so by the Member and by law.
- 25.7. If any clause hereof is unenforceable and capable of severance, it will be severed leaving the other provisions binding.
- 25.8. The Member provides consent to Antara Studios providing information via SMS under the Spam Act 2003.
- 25.9. Subject to any written agreement to amend the Terms and Conditions hereof, the Agreement constitutes the entire agreement between the parties with respect to its subject matter. No warranties, representations, guarantees or other terms or conditions of any kind not contained and recorded in the Agreement are of any force or effect.