



## PLC PERFORM 2.0 CHALLENGE PACKAGE T&C'S

### THE AGREEMENT

#### AGREEMENT TERMS

##### ***Membership Packages***

1. The PLC Perform 2.0 Challenge will incur an one off package payment of \$199 for participation in the 6 Week Challenge.
2. The PLC Perform 2.0 Challenge Package will be charged as a one off cost of \$199 and is valid for 4 weeks throughout the period of the PLC Perform 2.0 Challenge.
3. The \$199 Challenge Package must be paid by non members of a PLC Club by **11:59pm on Friday, 22 October 2021**.
4. The term of the PLC Perform 2.0 Challenge Package will begin on Saturday, 23 October 2021 and end upon completion of the PLC Perform 2.0 Challenge which is no later than Saturday, 20 November 2021.

##### ***Cooling Off Period***

5. The Agreement has a 7 day cooling off period.
6. If you wish to cancel during this period, please contact your PLC Club and submit a request in writing. This may be done by email to your PLC Club with the subject line being "URGENT CANCELLATION UNDER COOLING PERIOD".
7. If you have paid any fees applicable under the Agreement during the cooling off period, you will receive a refund less a reasonable administrative cost of no greater than \$99.

##### ***Club Closures***

8. If your PLC Club remains closed for a period due to a government enforced closure, natural disaster, or national disturbance, the Agreement will automatically be extended for that period.
9. However, if you are unable to attend your PLC Club for any other reason, you have no right to a rebate, cancellation, or refund of the applicable fees under the Agreement.

##### ***Right of Refusal and Banning Members***

10. All members must comply with all directions given by your PLC Club staff and coaches.
11. Your PLC Club reserves the right to:
  - (a) refuse to grant membership or entry to any person at any time for any reason; or
  - (b) ban or suspend any person's membership and will notify PLC of such notice.



12. A ban will apply to all PLC Club locations and the length of the ban will be determined by the severity of the person's action and is at the discretion of your PLC Club.
13. The member agrees to comply with all PLC rules that may be displayed in the PLC Club. Any breach of such rules constitutes a breach of the Agreement.

#### ***CCTV & Use of Images***

14. If your PLC Club operates CCTV cameras on the Premises, it is for the safety and security of the PLC Club, its employees and members.
15. You agree to the unrestricted use of your image while attending and training at your PLC Club and are fully aware that by signing the Agreement, you are authorising PLC to use your image in PLC marketing and promotional material.

#### ***Severability of Terms and Governing Law***

16. If anything in the Agreement is unenforceable, illegal or void then that term is severed, while the rest of the Waiver remains in force.
17. The terms of the Agreement are governed by the laws of the State your PLC Club is located and the Courts of the State your PLC Club is located shall have exclusive jurisdiction of any legal action regarding the Agreement.