

## **1. BACKGROUND**

1.1 Contour Clinics Management (“The Promoter”) provides a membership to Claimants in exchange for certain goods and services at The Premises.

## **2. DEFINITIONS**

2.1 Agreement refers to This Agreement.

2.2 Business Day means a day that is not a Saturday, Sunday, Public Holiday, Or Bank Holiday in NSW.

2.3 Claimant means the entity (individual or otherwise) who has accepted these terms and conditions.

2.4 Premises means:

- i. 545 Kingsway, Miranda, 2228
- ii. 414 Logan Road, Stones Corner, 4120
- iii. 8 McMullen Avenue, Castle Hill, 2154
- iv. 65 Hume Street, Crows Nest, 2065
- v. 101 Grafton Street, Bondi Junction, 2022
- vi. 89 Great North Road, Five Dock, 2046
- vii. Level 1/222 King Street, Newtown, 2042
- viii. Any trading Contour Clinics location as stated on [contourclinics.com.au](http://contourclinics.com.au) from time to time.

2.5 Promotion means the Membership which The Promoter has created.

2.6 Agreed Rate refers to the weekly amount owed by The Claimant for The Promotion.

2.7 Closure Period means the time required by state or federal governments to temporarily close The Premises.

2.8 Transferee means the individual who The Claimant has passed on The Promotion and its responsibilities to.

2.9 Cancellation Period means the date of the final payment received by The Promoter for The Promotion.

## **3. INTERPRETATION**

3.1 Term: The Promotion continues while The Claimant makes payments. It may be terminated at any time at The Premises, as long as The Claimant has subscribed to the promotion for a minimum of three payment periods.

3.2 Eligibility: Claimants must be residents of Australia and be at least aged 18.

3.3 Method: To participate in The Promotion, The Claimant must accept these terms and conditions and continue to make payments for the duration of the agreement using the Payment Provider of the Promoter's choice.

#### **4. MEMBERSHIP**

4.1 Claimants will make weekly payments in accordance with Schedule 1 to the Promoter for as long as the Membership remains active.

4.2 The Promotion is not subject to pro-rata rates and will continue to accrue at the agreed rate until terminated under its terms.

4.3 Claimants who are subscribed to the LED or Q-Switch Plans will be entitled to unlimited LEDs at The Premises, subject to availability.

4.4 Claimants who are subscribed to the Ultimate Skin Membership Plans will be entitled to one laser Facial per month, or any of the services described in 9.18 at The Premises, subject to availability.

4.5 Membership services are subject to use, and treatments do not roll over, or accrue into future months. This means that if the Claimant does not use its Ultimate Skin session, as an example, in the month it has been paid for, The Claimant cannot reclaim this in the future.

#### **5. FEES**

5.1 The first Agreed Rate will be payable on the first Monday of the following week after completing the registration process.

5.2 The Agreed Rate is to be paid by direct debit. All subsequent Agreed Rates will be payable weekly on Mondays. Please note:

5.2.1 Debit dates are preset; and

5.2.2 If a debit date falls on a Non-Business Day, The Promoter will debit The Claimant's account on the next Business Day.

5.3 In return for the Agreed Rate, The Claimant may not exchange Membership fees, or entitlements for other Contour Clinics products or treatments, unless otherwise granted by The Promoter.

5.4 The Membership may not be combined with any other promotion or offer unless otherwise specified by The Promoter.

5.5 The Promoter reserves the right to add a surcharge to The Claimant's direct debit, not greater than the cost of accepting that payment method from our external third-party provider.

5.6 The Claimant may time freeze The Promotion up to two times in a given twelve month period, measured from the first receipt of the Agreed rate from the claimant. Clause 5.6 is not effective if The Promoter is subject to the Closure Period. This time freeze is subject to The Claimant providing a minimum of two weeks' notice. Notice must be given by email to [info@contourclinics.com.au](mailto:info@contourclinics.com.au)

5.7 The Promoter may freeze The Claimant's membership for that Closure Period. The Claimant is entitled to request cancellation of the membership during the Closure Period, but processing of the cancellation may be delayed until after the Closure Period has ended.

5.8 When The Claimant cancels a membership, any remaining balance of credit will not be provided in cash, nor exchanged for other products or services.

## **6. CONSENT CONDITIONS**

6.1 LED and the services described in the Ultimate Skin Membership use are subject to The Claimant's suitability for treatment. A Claimant may not receive treatment if they are not suitable for treatment as specified by Contour Clinic's and its employees from time to time.

6.2 LED and the services described in the Ultimate Skin membership are subject to The Claimant's ability to consent to treatment. Without written, documented consent stored by The Promoter, the Claimant may not receive treatment.

## **7. TERMINATION**

7.1 The Claimant may terminate The Promotion after three months of successful payments. After this period, the Claimant may terminate the Promotion at any time; however, will not be entitled to a refund for any Fees already paid at the date of termination. Notice must be given by email to [info@contourclinics.com.au](mailto:info@contourclinics.com.au)

7.2 After termination, any unused credit at the end of this period will be held by The Promoter and is non-transferable and may not be exchanged for cash, treatments, goods, or cash equivalents.

## **8. TRANSFER & SHARING OF MEMBERSHIP**

8.1 At The Promoter's discretion, The Claimant may transfer The Promotion to another person ("Transferee") so long as The Transferee:

8.1.1 Completes the sign-up process; and

8.1.2 Is eligible to apply for The Promotion; and

8.1.3 Has not previously been banned by The Promoter; and

8.1.4 Both The Claimant and The Transferee are to be present in person to sign and witness this transfer.

8.1.5 The Promotion is not to be shared.

## **9. OTHER CONDITIONS**

9.1 Advanced Skin Treatments and LED sessions are available to the face only. This is defined as the area between the top of a forehead, to the bottom of a chin.

9.1a The Claimant may add on other treatment areas by paying the below additional fee, per session, per area:

The Promoter will charge an additional area at \$99 per session

- Neck
- Decolletage
- Hands

9.1b The Claimant may add on serums / exosomes to their treatment subject to being suitable for treatment, at The Promoter's professional opinion. Add ons are charged at the below rates per area in addition to Promotion fees, and area fees as defined in 9.1a:

- NCTF - \$200
- Exosomes - \$450

9.2 If The Claimant fails to pay The Agreed Rate when due, The Promoter will reattempt again until successful for two consecutive Business Days. Any outstanding balance will be carried forward such that the next payment will be for the previous and current months. If payment is still outstanding for 2 (two) weeks, The Promoter may treat this as The Claimant giving notice of termination and cancel The Promotion.

9.3 The Promoter may at any time amend the terms of The Agreement by notice on the website or by email to The Claimant.

9.4 Where an amendment could be reasonably expected to adversely affect The Claimant, The Promoter will give reasonable notice of the variation having regard to the nature of the amendment.

9.5 The Promotion will also be subject to the Terms of Service, which are available at Contour Clinics Management's website (as amended from time to time).

9.6 To ensure that banking information is not being used without consent, The Promoter reserves the right to validate names, addresses, and other personal information supplied by The Claimant during the registration process against appropriate third-party databases. The Promoter also reserves the right to perform a credit check.

9.7 The Promoter collects The Claimant's personal information in order to conduct The Promotion. Personal details are kept in accordance with the Contour Clinics Management Privacy Policy which is accessible on their website.

9.8 The Promoter's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with a service, The Claimant is entitled to cancel the Promotion, and to a refund for the unused portion, or to compensation for its reduced value. The Claimant may also choose a refund or replacement for major failures with goods. If a failure with the goods or services does not amount to a major failure, The Claimant may have the failure rectified in a reasonable time. If this is not done, The Claimant is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund for any unused portion. The Claimant is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or services.

9.9 The Promoter reserves the right to terminate The Promotion if The Claimant breaches any of the terms of The Agreement.

9.10 If for any reason The Promotion is not capable of running as planned, The Promoter reserves the right in its sole discretion to modify The Promotion.

9.11 The Promoter may send The Claimant information relating to payment authorisations, invoices, changes in password or payment methods, confirmation messages, or notices in electronic form only, for example via emails provided during registration.

9.12 If a lower agreed rate is advertised, The Claimant is ineligible to claim the difference.

9.13 The Promoter, at its sole discretion, may ban individuals from participating in The Promotion.

9.14 A Claimant's participation in The Promotion does not guarantee that they will be allowed to receive certain services, for example, those which require Schedule 4 medication. The ability to receive these services is at the discretion of Contour Clinics Management and scripting doctors.

9.15 Websites may contain information on Contour Clinics Management's products and services, not all of which are available in every location. A reference to a product or service on websites or social media does not imply that such product or service is available at each location.

9.16 LEDs will run for a maximum of 20 minutes per session and are subject to availability.

9.17 By way of clarity, Laser Facial only includes a Laser Genesis, Q-Switch Laser Facial, or 1064 Nd-YAG Alma Laser

9.18 By Way of clarity, the \$79 membership includes unlimited LED Light Therapy, and One of the below advanced skin treatment per month, as defined in 9.17:

- o Laser Genesis (redness reduction and pore refinement)
- o Q-Switch laser facial
- o 1064 Nd-YAG Alma laser
- o CO2 laser facial (gentle CO2 on light settings for texture improvement)
- o Skin Needling (for collagen stimulation and scar reduction)
- o Fractional 1540 Laser (collagen-building and resurfacing)
- o Chemical Peels (excluding the Cosmelan or Dermamelan peels)
- o Any Contour Clinics Facial

9.19 If the Claimant cancels or reschedules their treatment within 72 hours of treatment, which is allocated to them for the Promotion, the Claimant agrees to forfeit their treatment for the month. This may only be reversed with a signed and dated doctor's certificate.

**The membership explicitly excludes Intensive CO2/Erbium/Tattoo removal/Morpheus8 RF needling**

9.19 The Claimant for The Ultimate Skin Membership may receive one complimentary product of their choice each month from Ilumae ([www.ilumae.com.au](http://www.ilumae.com.au)), Australia's premium skincare brand, tailored to enhance and maintain your results at home.

9.20 Should The Claimant not select a complimentary product as referred to in 9.19 in a particular month, this benefit does not roll over or accrue into future months.

9.21 Any valid Ilumae product redemption as per 9.18, must be redeemed in clinic. Supply is subject to stock availability.

9.22 Redemption of Ilumae product, and Membership benefits are subject to the Membership being active, which is defined as a registered member who is actively paying the weekly fee.

9.23 To schedule a Membership service as defined in 9.18, Claimants must schedule appointments in advanced, which is subject to availability. Appointments may be scheduled via the methodology on the Contour Clinics website (<https://contourclinics.com.au/>) including, but not limited to in-app bookings, online bookings, scheduled in clinic with a practice staff member, or calling Contour Clinics.

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## Schedule 1

Price Per Week	Plan
\$29	Unlimited LED Light Therapy
\$79	Unlimited LED Light Therapy + One advanced skin treatment per month