TERMS AND CONDITIONS OF SERVICE

1. **Definitions & Interpretation**

(1) In these Terms:

a. 'Account' means the GymbaROO - KindyROO user account that must be set up to allow you to use the Parent Portal.

b. 'Activity' means any activity which is completed in a Class or a Program as directed by us.

c. 'Agreement' means an Enrolment Agreement, or an agreement for the sale of Products, as the case may be.

d. Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

e. 'Centre' means the premises from which we shall provide the Program, being the premises selected by you in the Enrolment Order.

f. 'Class' means a class which forms part of a Program, which shall occur at the Centre on the day and at the time selected by you in the Enrolment Order and confirmed in the Enrolment Confirmation.

g. 'Consequential Loss' means all consequential Liability, including, but not limited to, loss of turnover, loss of profits, loss of contract, loss of goodwill, costs incurred, or any Liability to any other party.

h. 'Direct Debit Request Service Agreement' means the agreement with us or our nominated payment provider for the direct debit of any moneys payable under these Terms.

i. 'Enrolled Child' means the child named by you in the Enrolment Order to participate in a Class or in a Program.

i. 'Enrolment Agreement' means any agreement entered into for the sale and/or supply of Services by a GymbaROO - KindyROO Business to you, the terms and conditions of which shall be contained in:

i. these Terms;

ii. any Enrolment Order that is accepted by us;

iii. any Enrolment Confirmation; and

iv. any additional terms that we agree in writing.

j. 'Enrolment Confirmation' means written confirmation from us that we have accepted an Enrolment Order.

k. ‘Enrolment Order’ means an order placed by you via the Parent Portal to enrol a child in a Program.

l. ‘Franchisee’ means a franchised business independently owned and operated by a franchisee under licence from BKs.
‘Force Majeure’ means an event of cause beyond the reasonable control of the affected party, including act of God, major disruption to financial markets, strike or other labour difficulty, war, act of terrorism, pandemic, epidemic, embargo, power or water shortage, lack of transportation, or the effect of any applicable law, order, rule or regulation of any government or competent authority.

n. ‘GymbaROO - KindyROO Business’ means a GymbaROO - KindyROO business owned and operated by BKs or a Franchisee.

o. ‘Intellectual Property Rights’ means all copyright, patents, trademarks, designs, formulae, specifications, confidential information, know how, and all modifications, improvements and derivations (whether registerable or not).

p. ‘Liability’ means any liability, loss, damage, cost, expense, or claim, howsoever arising and whether actual or contingent, present or future, fixed or unascertained, and whether in contract, tort, or otherwise arising at law, and includes all Consequential Loss.

q. ‘Online Resources’ means any materials made available to you by BKs via the Parent Portal.

r. ‘Parent Portal’ means the password protected section of the Website through which you may apply for and manage enrolments, which portal is operated by BKs.

s. ‘Price’ means the price payable by you to us for the Services and/or Products (as the case may be) as specified by us, together with any applicable GST and any other taxes or duties imposed on the Services or Products.

t. ‘Products’ means any goods that we offer for sale from time to time, including, but not limited to, books, activity packs, digital downloads, online classes, and gift cards.

u. ‘Product Order’ means an order placed by you via the Website to purchase one or more Products.

v. ‘Product Purchase Confirmation’ means a written confirmation from us that we have accepted a Product Order.

w. ‘Program’ means the series of lessons to be delivered by us (whether online or in Classes) for the duration of the term selected by you in the Enrolment Order.

x. ‘Services’ means services that we supply to you, including Programs, Classes, and Activities.

y. ‘Sibling’ means any sibling or relative of an Enrolled Child.

z. ‘Terms’ means these terms and conditions.

aa. ‘Trial Period’ means enrolment into a Program for a limited period of up to three (3) consecutive weeks.

bb. BKs means Belgravia Kids Gymnastics Pty Ltd.

cc. ‘we,’ ‘us,’ or ‘our’ means BKs or a Franchisee as the context requires.

dd. ‘Website’ means www.gymbaroo.com.au and/or any other website used by BKs or its Franchisees which is owned or operated by BKs.

ee. ‘you’ or ‘your’ means:

i. in respect of the purchaser of any Services, the holder of an Account;

ii. in respect of the purchase of any Products, the purchaser of the Products.

2. **Enrolment Agreement**

(1) These Terms are the terms and conditions on which a GymbaROO - KindyROO Business supplies Services and Products to you. You acknowledge that the GymbaROO - KindyROO network is a franchise network and the Services and Products supplied will be supplied by either BKs in the case of a GymbaROO - KindyROO Business owned by BKs or by a Franchisee in the case of a GymbaROO - KindyROO Business owned by a Franchisee.

(2) Where the GymbaROO - KindyROO Business is owned by a Franchisee, BKs accepts and processes the Enrolment Order as an agent of the relevant Franchisee, and the Franchisee (and not BKs) is the supplier of those Services. Subject to clause 8(2), BKs accepts no liability and makes no warranties or representations regarding the Services provided by the Franchisee except to the extent of BKs' own acts or omissions in operating the Parent Portal and processing Enrolment Orders and payments.

(3) By placing an Enrolment Order, you make a binding offer to purchase the relevant Services on these Terms.

(4) We may refuse any Enrolment Order in our sole discretion.

(5) A binding Enrolment Agreement will come into existence only if and when we issue an Enrolment Confirmation in respect of an Enrolment Order, subject always to receipt of payment of the Price in accordance with these Terms.

(6) Subject to these Terms, you may not change or cancel an Enrolment Order after an Enrolment Confirmation is issued.

(7) By submitting an Enrolment Order, you agree and acknowledge as follows:

a. that you and the Enrolled Child are able to participate in our Program;

b. by participating in a Program, the Enrolled Child will engage in physical activities which contain an inherent risk of injury;

c. you have considered the inherent risks of the Enrolled Child participating in our Program and accept such risks;

d. we rely on you to disclose any injury, disability, allergy, or other matter which may affect or limit the Enrolled Child's ability to participate in any Program, Class, or Activity;

e. the Enrolled Child's participation in any Activity is voluntary. Where you consider that the risk of the Enrolled Child participating in any Activity is too great, you may withdraw them from participating in that Activity; and

f. you do not rely upon any warranty or representation made by us unless that warranty or representation is included in these Terms or any other document that forms part of any Enrolment Agreement.

3. **Our Services**

(1) Prices and descriptions of Services and/or Products (as the case may be) that are listed on the Website are indicative only and may be changed at any time without notice.

(2) Payment of the Price is required before an Enrolment Confirmation will be issued, either by payment of the Price in full or, where we approves for you to pay the Price by instalments and you enter into a direct debit arrangement with us in accordance with clause 3(6).

(3) Any variation to the Class which the Enrolled Child is enrolled to attend (including date or time of attendance) is subject to our prior written agreement.

(4) Save as otherwise provided in these terms, where the Enrolled Child is absent from any Class(es) for any reason, the Enrolled Child may attend an alternative Class, subject to our prior written agreement. No refund or reduction in the Price shall be provided where the Enrolled Child does not attend an alternative Class.

(5) Notwithstanding Clause 3(3), above, and subject always to the requirements of the Australian Consumer Law, where we must cancel or reschedule any Class or Program:

a. we will use our best endeavours to inform you of any changes in advance. Please ensure that we have up to date contact details so that we can reach you;

b. the Enrolled Child may attend an alternative Class or Program at the same Centre (subject to availability);

c. where the Enrolled Child is unable to attend an alternative or rescheduled Class or Program, we will refund a portion of the Price within a reasonable period of time. The portion of the Price to be refunded shall be a pro-rated amount, commensurate with the portion of the Program that the Enrolled Child is unable to attend; and

d. where any Program is cancelled due to the closure of a Centre, we will refund to you a portion of the Price within a reasonable period of time, such period being not less than 14 days. The portion of the Price to be refunded shall be a pro-rated amount, commensurate with the portion of the Program that the Enrolled Child is unable to attend due to cancellation.

(6) Where we offer payments of the Price by instalments, you may elect to pay the Price by instalments by completing a direct debit request and entering into a separate Direct Debit Request Service Agreement with us or our nominated payment provider and the following applies to the instalment payments:

a. the terms of the Direct Debit Request Service Agreement govern the operation of the direct debit arrangement (including debit dates, dishonoured payments, and variations) and, to the extent of any inconsistency with these Terms as to the mechanics of direct debiting, the Direct Debit Request Service Agreement shall prevail;

b. you authorise us (or our nominated payment provider) to debit the nominated account with each instalment of the Price as and when it falls due until the Price is paid in full;

c. electing to pay by instalments does not reduce the total Price payable, nor does it alter your obligation to pay the Price in respect of any Enrolment Agreement;

d. if any instalment is dishonoured or not paid when due, we may exercise our rights under clause 6 (Termination by Us) and you must pay any dishonour fees provided for in the Direct Debit Request Service Agreement; and

e. to stop future instalments, you must give us written notice. Your notice will take effect on the earlier of:

1. the date that is four (4) weeks after we receive your notice; and

2. the last day of the Program (being the term selected by you in the Enrolment Order) that is current at the date we receive your notice (the Instalment Notice Period).

Instalments that have already fallen due, or that fall due within the Instalment Notice Period, remain payable. Giving notice to stop instalments does not of itself cancel your Enrolment Agreement or entitle you to a refund of amounts already paid, which are dealt with under clause 5.

4. **Attendance**

(1) Each Enrolled Child must be supervised by a parent or guardian (Supervising Adult) at all times and must not be left unattended while present in the Centre. Our staff will not be responsible for the supervision of any Enrolled Child at any time. For the avoidance of any doubt, if two or more Enrolled Children are attending any Centre together, each Enrolled Child must be supervised by a different Supervising Adult.

(2) Each Supervising Adult:

a. must not be less than 18 years of age on the date of any attendance at a Centre; and

b. accepts these Terms upon entry into a Centre.

(3) Without limitation, Supervising Adults shall be solely responsible for attending to any and all medical, first aid, hygiene or other personal requirements of the Enrolled Child, Sibling, or other attendee.

(4) If the Supervising Adult is a person other than you, then:

a. any obligation that is imposed on you by these Terms shall apply to the Supervising Adult;

b. you must provide the Supervising Adult with a copy of these Terms prior to their attendance at the Centre and you warrant and represent that you have done so;

c. you acknowledge that we will presume that the Supervising Adult is duly authorised by you to attend the Centre in the capacity of a Supervising Adult;

d. you warrant and represent that there is no legal, medical, psychological, or other reason as to why the Supervising Adult should not attend the Centre; and

e. the Supervising Adult must provide details of their name, address, and phone number upon request by our staff.

(5) If a Supervising Adult behaves in a manner that is, in our sole opinion, disruptive to any Class, aggressive, inappropriate, or unreasonable, then the Supervising Adult,

their Enrolled Child, and any other attendee must leave the Centre immediately upon request.

(6) Siblings may attend the Centre and watch a Class from the designated area, but must not participate in or interfere with a Class or any participant in any way. If a Sibling behaves in a manner that is, in our sole opinion, disruptive, aggressive, inappropriate, or unreasonable, then the Sibling, the Supervising Adult, and the Enrolled Child must leave the Centre immediately upon request.

(7) Any Enrolled Child, Supervising Adult, Sibling, or other attendee must not attend any Class or Centre if they are, or if in the 48 hours before the commencement of the Class have been, unwell or sick, including having:

a. fever;

b. vomiting;

c. diarrhoea;

d. a cold;

e. influenza; and/or

f. symptoms of any communicable disease such as whooping cough, hand foot and mouth disease, head lice, or conjunctivitis.

(8) The attendance of any person (including you, a Supervising Adult, an Enrolled Child, or a Sibling) at a Centre must be in strict accordance with the requirements of any law, order, rule or regulation of any government or competent authority that is in effect from time to time in respect of COVID-19 infection or exposure, including, but not limited to, in respect of mandatory quarantine, isolation, or vaccination requirements.

(9) Prior to attending any Class, you must advise us of any injury, disability, allergy, or other matter which may affect or limit an Enrolled Child's ability to participate in any Program, Class, or Activity.

(10) Children with a variety of allergies and intolerances attend Classes and Centres. You agree that neither you, nor any Supervising Adult, Enrolled Child, Sibling, or other attendee will:

a. bring any food or drink into a Centre; or

b. bring any medical or pharmaceutical product into a Centre unless reasonably necessary for the health, safety and wellbeing of the Enrolled Child or Supervising Adult.

(11) You agree that you, and any other person who attends the Centre with you in any capacity, will not take any photographs or videos of any other person (including the Enrolled Child) while in attendance at a Centre. If you wish to take photographs or

videos of the Enrolled Child while at the Centre, you may only do so with our prior permission.

(12) On each occasion that the Enrolled Child attends a Program, you warrant and represent that you have informed us of any pre-existing injury, disability, or other matter which may limit or affect the Enrolled Child's ability to engage in any Activity, Class, or Program.

(13) You agree that you attend the Centre and any Class at your own risk. You are responsible for any property or belongings that you bring into the Centre. We shall not be responsible for any loss of or damages to such property.

5. **Cancellation and Refunds**

(1) If you wish to cancel an Enrolment Agreement no refund of the Price shall be provided except as required by law or as expressly provided in these Terms.

(2) Where we approve a refund on a discretionary or goodwill basis or otherwise approve a refund that does not arise from a failure to comply with a consumer guarantee or other right under the Australian Consumer Law, we may deduct and retain from that refund an administration fee of $20 (inclusive of GST) to cover the reasonable administrative costs of processing the refund.

6. **Termination by Us**

(1) We may terminate any Enrolment Agreement immediately by written notice to you in circumstances where:

a. you do not make any payment to us when it is due and you fail to make that payment within seven (7) days after we give you written notice requiring payment; and

b. you breach these Terms (other than a breach referred to in clause 6(1)(a)) and, where the breach is capable of remedy, you fail to remedy it within seven (7) days after we give you written notice specifying the breach and requiring it to be remedied; or

c. you, a Supervising Adult, an Enrolled Child or a Sibling engage in conduct, or commit a breach of these Terms, that we reasonably consider poses a risk to the health, safety or wellbeing of any person attending a Centre, in which case termination may take effect immediately upon the giving of written notice..

Such termination shall occur without prejudice to any other rights or remedies which are available to us.

(2) Where we terminate an Enrolment Agreement in accordance with these Terms, we will refund a portion of the Price to you within a reasonable period of time (such period being not less than 14 days). The portion of the Price to be refunded shall be a pro-rated amount, commensurate with the portion of the Program that was still to

be completed following termination, less our reasonable costs actually incurred by us as a result of your breach of these Terms.

(3) Any payment of such refund shall be made without prejudice to any other rights or remedies which are available to us.

7. **Intellectual Property**

(1) All Intellectual Property Rights in our Products and Services (including materials provided in the delivery of Programs) are owned by us unless licenced from third-party licensors.

(2) By accepting these Terms, you consent to us taking photographs and videos of your Enrolled Child and/or you at any time while you are present in a Centre and, further, you consent to us using such photographs or videos in the following ways:

a. in promotional materials for BKs or a GymbaROO - KindyROO Business;

b. on the Website; and

c. on any of our social media accounts.

(3) You may withdraw the consent provided by Clause 7(2), above, by providing us with written notice. You acknowledge that you may not be able to withdraw your consent if the images have already been published and are in the public domain.

(4) You may opt out of the consent provided by Clause 7(2), above, when submitting an Enrolment Order.

8. **Limitation of Liability**

(1) Subject to clause 8(2) and to the maximum extent permitted by law and, we shall not be liable, whether in contract, tort, or otherwise, for any injury, damage, or Liability suffered by you, or any Enrolled Child, Supervising Adult, Sibling, or other attendee arising out of or in connection with any Enrolment Agreement, Program, Class, Activity, or the sale or supply of any Products or Services, including (without limitation) any direct, indirect, special, or Consequential Loss, except to the extent that such injury, damage or Liability is caused or contributed to by our negligence, wilful misconduct or breach of these Terms, or that of our employees, agents or contractors.

(2) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted or modified. If any rights are conferred upon you or obligations are imposed upon us by any law which cannot be excluded, the provisions of these Terms (including this clause 8) shall be read subject to those rights or obligations, and we hereby expressly limit our liability under any such legislation to the maximum extent permitted by law.

(3) Subject to clause 8(2) above, you agree that (to the maximum extent permitted by law) our liability in relation to the supply of Services is limited to any one or more of the following (at our election, except where you are entitled under the Australian Consumer Law to choose the remedy, including in the case of a major failure):

a. resupply of the Services;

b. payment of the costs of having the Services resupplied; or

c. refund of the Price and any other monies paid in respect of the Services in accordance with an Enrolment Agreement.

(4) Subject to clause 8(2) above, you agree that (to the maximum extent permitted by law) our liability in relation to the supply of Products is limited to any one or more of the following (at our election, except where you are entitled under the Australian Consumer Law to choose the remedy, including in the case of a major failure):

a. replacement of the Products or the supply of equivalent Products;

b. repair of the Products;

c. payment of the cost of having the Products repaired; or

d. refund of the Price and any other monies in respect of the Products in accordance with any Agreement.

9. **Our Products**

(1) By placing a Product Order, you make a binding offer to purchase the relevant Product(s) from BKs on these Terms.

(2) A binding agreement for the sale of Products will come into existence only if and when BKs issue a Product Purchase Confirmation, subject always to receipt of payment of the Price in full.

(3) The terms and conditions of any agreement for the sale and/or supply of Products by BKs to you shall be contained in:

a. these Terms;

b. any Product Order that is accepted by BKs;

c. any Product Purchase Confirmation; and

d. any additional terms which BKs agrees in writing.

(4) You acknowledge and agree that when placing a Product Order:

a. you will be required to provide personal information, including your full name, address, email address, phone number, and payment information;

b. each Product Order that you submit is treated as an express offer to purchase the specified Products;

c. prices, descriptions, and images of Products that are listed on the Website are indicative only and may be changed at any time without notice; and

d. the Price for the Product shall be the price published on the Website at the time you submit the Product Order.

(5) Legal and equitable title to the Products, as well as all risk of loss or damage to the Products, passes to you when the Products are delivered or otherwise enter into your possession or control, subject always to receipt of the Price by BKs.

(6) You may not cancel or change a Product Order after it is submitted.

(7) Any delivery time given in respect of a Product Order is an estimate only.

(8) You will be deemed to have accepted Products unless you notify BKs, in writing, of any defect in, or damage to, Products that is apparent on delivery within seven (7) days of delivery. This clause does not limit any right or remedy you have under the Australian Consumer Law, which may arise after that period.

(9) Any written notice as to defective or damaged Products must:

a. state that the Products (or some of them) are defective or damaged (as the case may be);

b. describe the nature of the defect or damage and provide photographs where appropriate and/or were requested by BKs; and

c. state your belief as to whether the defect or damage can be rectified.

(10) Where any Products are defective or damaged, clause 8 of these Terms shall apply.

10. **Trial Period**

(1) We may, in our sole and absolute discretion, offer for sale a Trial Period in respect of a Program(s) from time to time.

(2) These Terms apply in respect of the purchase of any Trial Period by you.

(3) When purchasing a Trial Period, you agree and acknowledge as follows:

a. Classes taken during the Trial Period must be attended in consecutive weeks;

b. should the Enrolled Child be absent for any Class during the Trial Period, the Enrolled Child will only be able to attend a replacement Class inside of the Trial Period and may not attend a replacement Class which occurs outside of the Trial Period; and

c. We will not reserve a position for the Enrolled Child in the Program beyond Trial Period.

11. **Parent Portal**

(1) You will only be able to place Enrolment Orders and purchase Services if you have created an Account on the Website. To create an Account, you are required to provide personal information as part of the registration process. You agree that any such information must be correct, accurate, and kept up to date at all times.

(2) Upon creation of an Account, you will be issued with a log-in user name and password. You agree that you are solely responsible for the safekeeping, confidentiality, and security of your log-in user name and password. You agree to notify BKs immediately if you become aware of any unauthorised use of your Account or your log-in user name or password.

(3) Accounts, log-in user names, and passwords are personal to you and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances.

(4) You also acknowledge and agree that BKs is not required to enquire as to the authenticity of actions taken using your Account, and that you are liable for all actions taken using your Account, except for unauthorised actions to the extent that they result from the negligence, fraud or breach of these Terms by BKs or its employees, agents or contractors, or any failure or compromise of BKs' systems, security or the Parent Portal.

(5) You agree to release and indemnify us against any Liability that we suffer or incur to the extent that it arises from your breach of this clause 11 or any fraudulent or unlawful use of your Account by you or with your authority, except to the extent that such Liability is caused or contributed to by us or our employees, agents or contractors.

(6) In using your Account:

a. you warrant that all information that you provide is true and correct;

b. you accept full responsibility for maintaining and keeping up to date all of your Account details, including your personal information;

c. you accept full responsibility for maintaining the confidentiality of your Account details, including your personal information, passwords details, and for logging out of your Account after use and especially when using a shared device, another person’s device, or a public computer; and

d. subject to clause 11(4), you assume full responsibility for all activities undertaken through your Account.

(7) BKs reserves the right to (without limitation):

a. refuse to set up an Account if the log-in user name details are the same or similar to an existing Account or the log-in user name details provided are obscene, indecent, offensive, abusive, liable to incite racial hatred,

discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy laws or contain brand names, trademarks of the names of high-profile people; and

b. suspend or terminate your access to your Account in our sole discretion if we reasonably believe that:

i. your Account, log-in user name, or password have been compromised; or

ii. you have breached these Terms.

(8) You have the right to cancel your account at any time. You may cancel your account by notifying us by email at office@gymbaroo.com.au.

(9) BKs may request that you provide proof of identity to confirm your personal details.

12. **Force Majeure**

(1) If we are prevented in whole or in part from carrying out our obligations under an Agreement as a result of a Force Majeure, then:

a. the obligations which cannot be performed shall be immediately suspended; and

b. if the Force Majeure continues to prevent performance of any obligation for a period of three (3) calendar months, we may terminate the Agreement by written notice to you. Any such termination will occur without prejudice to the rights of either party accrued prior to the date of termination.

(2) Neither party will be liable to the other for any failure or delay in performing its obligations under an Agreement to the extent that the failure or delay is caused by a Force Majeure. Where Services are not provided because of a Force Majeure, or we terminate an Agreement under clause 12(1)(b), we will, where practicable, offer the Enrolled Child an alternative Class or Program and otherwise will refund a pro-rated portion of the Price for the Services not provided.

(3) This clause 12 is subject to clause 8(2).

13. **Warranties**

(1) When you enter into an Enrolment Agreement and, further, when the Enrolled Child participates in any Program, Class, or Activity, you warrant and represent as follows:

a. you have capacity to supervise and to provide care for your Enrolled Child;

b. you are not under the influence of alcohol or drugs;

c. you are not prevented by law or the order of any court order from entering a Centre and/or supervising or providing care from the Enrolled Child;

d. you have considered the inherent risks of the Enrolled Child participating in any Program, Class, or Activity;

e. the Enrolled Child is not sick or unwell;

f. the Enrolled Child is not suffering (and has not suffered) from any medical condition or treatment which would make the Enrolled Child's participation in any Program, Class, or Activity unsafe or dangerous for the Enrolled Child or any other person.

14. **Privacy Policy**

(1) Our Privacy Policy is available for you to view on our website (https://www.gymbaroo.com.au/privacy-policy/).

(2) Without limitation, you accept our Privacy Policy by registering an Account, logging into the Parent Portal, submitting any Enrolment Order, entering into any Agreement, participating in any Program, Class, or Activity, or attending any Centre.

15. **General**

(1) These Terms and any Agreement are governed by and construed in accordance with the laws of the State or Territory in which the Centre is located, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and any court that may hear appeals from any of those courts.

(2) We may assign any or all of its rights or obligations under an Agreement by written notice to you.

(3) Any notice that is required to be provided in writing by these Terms may be given as follows:

a. by hand delivery, in which case notice shall be deemed to have been given on the date of delivery;

b. by registered post to the party's last known address, in which case the notice shall be deemed to have been given on the date of delivery;

c. by ordinary post to the party's last known address, in which case notice shall be deemed to have been given on the second day after posting that is not a Saturday, Sunday, or public holiday in the place of intended receipt; or

d. by email to the party's last known email address, in which case notice shall be deemed to have been given on the date of sending.

(4) You may not assign any or all of your rights or obligations under any Agreement without our prior written consent.

(5) Any failure or delay by us to enforce any right, power, discretion, or remedy pursuant to these Terms shall not operate as (nor be construed as) a waiver of any such right, power, discretion, or remedy.

(6) If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect the balance of these Terms.

(7) We reserve the right to change these Terms from time to time. Changes to these Terms will be effective as of the date of publication on the Website, but will have no effect on Enrolment Agreements that are in effect as at that date. We may change these Terms from time to time by giving you not less than thirty (30) days' written notice of the change before the change takes effect. Changes will apply to Agreements entered into after the change takes effect and will not apply to Enrolment Agreements in effect at that date, unless the change is required by law.