

OTFC Group Terms and Conditions

OTFC Group	<p>OTFC Group Pty Ltd (ABN-46 620 304 878) Level 1, 7 Unley Road, Parkside South Australia 5063 and includes its related entities and all directors, company officers, shareholders, employees, contractors, sub-contractors or agents.</p>
Participant	<p>Every person (either directly or through a parent, guardian, support worker, or attorney) who enters, or uses any premises, or facilities operated or provided by OTFC Group and includes involvement in any activity performed or carried outside or away from the premises or facilities operated or provided by OTFC Group, or uses any of the Services provided by OTFC Group. At all times, the parent, guardian, support worker, or attorney is responsible for and acting for the person where the person is under 18 or is under a disability.</p>
Contract	<p>These terms and conditions:</p> <ol style="list-style-type: none"> a. Constitute a contract between OTFC Group and the Participant, which prevail over any other terms, and conditions that may be inconsistent or contrary to those contained in this document. b. Apply to any annexures or schedules attached or forming part of the supply of Services by OTFC Group to the Participant. c. Apply to the exclusion of all other agreements and prior representations, unless subsequently evidenced in writing by OTFC Group and the Participant and is the whole agreement between OTFC Group and the Participant.
Defined Words	<p>For convenience, the first letters of words and expressions defined in this Contract are in capital letters. The absence of a capital letter does not alone imply that the word or phrase has a different meaning from that given by its definition.</p>
Fee	<ol style="list-style-type: none"> a. Unless otherwise agreed by OTFC Group and the Participant in writing the Fee for the Services is that specified by OTFC Group on its invoices, fee lists, or other documents. b. Except as otherwise stated in writing by OTFC Group the Fees are GST exclusive.
Fee Variation	<p>Subject to these terms and conditions, the Fee is as stated in writing by OTFC Group or varied due to a change in the Participant's needs. OTFC Group can invoice the Participant for any extra amount where the costs to the OTFC Group have altered due to circumstances beyond its control.</p>
Governing Law	<p>The laws of South Australia govern these terms, conditions and Contract, and the Courts of South Australia will hear, determine, and enforce proceedings to protect those rights, liabilities, or obligations.</p>
Limitation of Claims	<p>OTFC Group is not liable to the Participant, its successors or assigns for any injury or death resulting in loss, consequential or otherwise, compensation or damages of any nature that may arise directly or indirectly from the negligence of OTFC Group.</p>
Medical & Other Consents	<p>The Participant authorizes OTFC Group to:</p> <ol style="list-style-type: none"> a. take whatever steps it considers necessary for the Participant, which can include arranging ambulance, medical and hospital treatment in the event the Participant incurs or suffers any injury or illness during the provision of the Services regardless of the cause and wherever it may have arisen. OTFC Group is not responsible for the payment of any such emergency, medical or hospital services. b. record by video, audio or by other recording means the Participant and the Participant's involvement in any activity, which can be used for the provision and promotion of the Services.
Representations for and on behalf of the Participant	<ol style="list-style-type: none"> a. The Participant is physically able to participate in any of the Services provided by OTFC Group. b. There is no medical reason, diagnosis or warning received from any medical practitioner, which may prevent the Participant from having any involvement or participating in any activity that forms part of the Services. c. The Participant has not been advised by any medical professional not to participate in any activity that forms part of the Services. d. There are no health-related reasons or problems that preclude the Participant from participating in any activity that forms part of the Services. e. The Participant understands and acknowledges that OTFC Group has relied on these representations in agreeing to provide the Services and can rely on such representations as a defence or a bar to any claim made by the Participant.
Services	<p>OTFC Group provides or supplies to, or on behalf of the Participant:</p> <ol style="list-style-type: none"> a. Therapeutic activities b. Trampoline and suspension activities c. Physical therapy, exercise, and activities d. Occupational therapy assessments and review e. Occupational therapy consultations