

Terms and Conditions

These Terms and Conditions govern your use and any related services provided by State of Being and the website located at www.stateofbeing.co

By accessing State of Being and www.stateofbeing.co you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing any services provided by State of Being and the website.

We, State of Being, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 1 July 2025.

Session Cancellation

Members:

No show – \$25

Late cancellation (within 24hrs of session time) – \$15

Non member / single session: No show- \$55

Late cancellation weekdays (within 24hrs of session time) \$55

Late cancellation weekends (within 24hrs of session time) \$55

No-Show: Clients who book a casual session and fail to attend will incur a full fee \$55 no show charge.

Memberships

Membership Pauses: Membership Pauses require 72 hours notice. You may pause your membership at any time for a minimum of two weeks and a maximum of four weeks in any 12-month period.

Membership Cancellation: Four-week minimum commitment, after which, members can cancel their membership at anytime.

Membership Payment: Membership is direct debited every week. It will continue to renew until cancelled. If your credit card details expire, these must be updated via our website. Alternatively, you can update by calling or visiting the studio and speaking with a staff member. All account debts must be settled before membership cancellation can be finalised. You are responsible for ensuring sufficient funds are available to cover your weekly membership payment. If a payment is declined for any reason, State of Being will attempt to resubmit your payment every day for three days. If your payment fails for four consecutive days, State of Being will cancel your membership.

Membership Packages: Membership packages may be available for purchase, providing exclusive benefits and discounts as outlined in separate membership terms.

Membership Terms: Membership terms, including duration, benefits, and pricing, are subject to change. Members will be notified in advance of any changes to their membership terms.

Memberships: are for individual use only, booking other customers into session times will result in termination of membership.

Termination: We reserve the right to terminate or suspend memberships for violations of our terms and conditions, disruptive behaviour, or any other reason deemed necessary by our management.

Parking

There is limited on-site parking, however there is ample street parking. Please ensure you obey any parking sign instructions and do not disturb our neighbours. We advise you to ride your bike and lock up on the bike rack provided.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
2. remove any copyright or other proprietary notations from any materials and software on this website;
3. transfer the materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service State of Being provides;
5. use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use this website or its associated services in violation of any applicable laws or regulations;
7. use this website in conjunction with sending unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user’s consent; or
9. use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to State of Being and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use. This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by State of Being at any time.

User-Generated Content

You retain your intellectual property ownership rights over content you submit to us for publication on our website. We will never claim ownership of your content, but we do require a license from you in order to use it.

When you use our website or its associated services to post, upload, share, or otherwise transmit content covered by intellectual property rights, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display,

translate, or otherwise create derivative works of your content in a manner that is consistent with your privacy preferences and our Privacy Policy.

The license you grant us can be terminated at any time by deleting your content or account. However, to the extent that we (or our partners) have used your content in connection with commercial or sponsored content, the license will continue until the relevant commercial or post has been discontinued by us.

You give us permission to use your username and other identifying information associated with your account in a manner that is consistent with your privacy preferences, and our Privacy Policy.

Liability

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, State of Being makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall State of Being or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if State of Being or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. State of Being does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

Links

State of Being has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by State of Being of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of Australia. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

General

Check-In: All participants are required to check in at the studio's reception before attending any sessions.

Late Arrival: Late arrivals may not be admitted to a session if they arrive more than 10 minutes after the scheduled start time.

Schedule Changes: State of Being may make changes to the session schedule without prior notice. While we strive to maintain the schedule, sessions are subject to change or cancellation without notice.

Right to Refuse Entry: We reserve the right to refuse entry or participation to any individual for reasonable cause, including misconduct, intoxication, medical grounds, or non-compliance with these terms and conditions.

Belongings: State of Being is not responsible for the safekeeping of your personal belongings or any loss or damage to property that may occur while on our premises.

Health and Safety

Health Assessment: Prior to using our services, you must sign our waiver form. It is your responsibility to provide information regarding your health and any pre-existing medical conditions.

Physical Fitness: By booking a session, you confirm that you are physically fit and capable of participating in breathwork, movement, sauna, steam and cold pool sessions.

Risks: Participation in our sessions involves inherent risks and physical exertion that may lead to injury. Use caution and consult a healthcare professional if you have concerns about your health.

Medical Conditions: You must notify staff of any pre-existing injuries or medical conditions that may impact your ability to participate in sessions, including pregnancy.

Right to Refuse Participation: State of Being reserves the right to refuse your participation in sessions if we believe it poses a risk to any party.

Compliance: Failure to follow instructions from our staff may result in injury, and you assume full responsibility for any consequences.

Liability: State of Being, its owners, staff, and affiliates are not liable for any injury, loss, damage, or harm resulting from participating in our sessions.