

Yarra Martial Arts Terms and Conditions

Personal information

We take our responsibility to keep our members' privacy seriously and all personal information received and collected by us is kept in strict confidence. We use members' personal information for the purposes for which it collected and otherwise in compliance with our general privacy policy. Please let us know of any changes to your personal information so we can keep in touch.

Use of Facilities

1. General use obligations

As a member you will only be entitled to use our facilities:

- (a) for the term that your membership is valid; and
- (b) strictly in accordance with:
 - (i) all of our policies (as may be amended and updated from time to time);
 - (ii) any reasonable directions given by a member of our staff; and
 - (ii) the guidelines contained in our Conditions of Entry, outlined in our Code of Conduct, most importantly:

2. Right of admission

We reserve the right to refuse admission to any persons including members for any reason which we consider to be reasonably necessary to ensure the safety of our members and their enjoyment of our services and facilities, including:

- (a) wearing inappropriate clothing or footwear;
- (b) poor hygiene;
- (c) being under the influence of drugs or alcohol; and
- (d) engaging in conduct that is disruptive or offensive to other members.

3. Health risks

3.1 No health risk

(a) You must immediately inform us in writing if you believe or reasonably should be of the belief, that participating in any martial arts and fitness activities offered by us in any way could pose a risk to your health.

(b) You acknowledge that:

(i) disclosure of any physical restriction, disability or predisposition to sickness or injury that may be aggravated or adversely affected as a result of my participation is required to enable instructors to take practical steps to minimize the risks of your involvement in our martial arts and fitness activities; and

(ii) unless you tell us otherwise, we assume you have no health risks, conditions or injuries.

4. Guests

4.1 Bringing a guest

(a) If you bring a guest, you must:

(i) introduce the guest to the club manager;

(ii) ensure your guest completes a guest waiver prior to training.

4.2 Guest acknowledgements

If you fail to comply with your obligations under condition 4.1, you acknowledge and agree to accept full and complete responsibility for any injury, loss or damage suffered by the guest while the guest is in Yarra Martial Arts Pty Ltd.

6. Personal property

(a) You acknowledge and agree that you are solely responsible for all of your personal belongings whilst you are at Yarra Martial Arts Pty Ltd.

(b) You hereby release us from any and all liability relating to the loss or theft of any of your personal belongings that has occurred while you are at one of our fitness centres.

(c) You must not leave your keys or wallet at reception.

(d) You should not store your valuables in the lockers, if you do you store them at your own risk.

7. Personal injury

(a) You acknowledge and understand that certain inherent risks exist in relation to the use of our facility and your participation in and acceptance of our martial arts and fitness activities.

(b) You are aware that martial arts and fitness activities can be potentially dangerous and can result in serious injury and even death.

(c) You enter Yarra Martial Arts Pty Ltd, use our equipment and participate in our fitness and martial art activities on your own volition and entirely at your own risk.

(d) You hereby release us from all liability whether relating directly or indirectly, to any personal injury or illness caused, resulting from or arising out of your use of our equipment, our facilities, your participation in our fitness and martial arts activities or otherwise suffered by you while in Yarra Martial Arts Pty Ltd, save where such injury or illness was caused as a direct consequence of our negligence or the negligence of someone we are responsible for.

(e) You also agree to indemnify us and to keep us indemnified for any claims or actions against us resulting from any personal injury or illness caused directly or

(i) indirectly by your:

(ii) use of our equipment;

(ii) use of our facility; or

(ii) participation in and acceptance of our fitness services, save where such injury or illness was caused as a direct consequence of our negligence or the negligence of someone we are responsible for.

8. Age restrictions

(a) A parent or guardian must sign the membership agreement on behalf of persons younger than 18 years.

(b) Membership is limited to persons who are at least 5 years of age.

(c) Children under the age of 13 years are not to attend Yarra Martial Arts Pty Ltd without a parent or guardian. At all times a child under the age of 13 is in any of our facility a parent or guardian must be present supervising the child.

(d) You acknowledge and agree that your child or the child that you are the guardian for whilst within Yarra Martial Arts Pty Ltd is your sole responsibility.

Accordingly, you hereby release us from any and all liability that may arise as a consequence of the child suffering an injury or illness arising out of attending any classes at Yarra Martial Arts Pty Ltd, save for where such injury or illness is caused as a direct consequence of our negligence or the negligence of a staff member which we are responsible for.

9. Fee reviews

9.1 Increased costs of providing service

- (a) You acknowledge and agree that we have a right to review our fees on 30 January each year after your minimum term has expired, if local, state or federal rates, duties or taxes are implemented which directly increase our costs of providing our fitness services to you.
- (b) We will use our best endeavours to notify you personally of any price increase at least 30 days before it takes effect.

9.2 Yearly increases

You acknowledge and agree that we have a right to increase your membership dues after 6 months from your membership commencement, to a maximum of the rise of the consumer price index from the previous year (as measured by the Australian Bureau of Statistics) plus 3.0%.

10. Direct debit

- (a) You covenant and agree to pay each installment amount until this Agreement is terminated.
- (b) You authorise us to directly debit any amount owing to us which has been contemplated under these terms and conditions to enable us to keep your account up to date.
- (c) You acknowledge that you will be charged a fee by our direct debit agent:
 - (i) for management of your direct debit facility; and
 - (ii) of \$15.00 if you have insufficient funds causing a payment fail, both of which will be debited from your account in addition to your membership. The direct debit fees may be increased in accordance with the Debit Service Agreement.

11. Payments

- (a) You must ensure sufficient funds are available at all times to cover the direct debits to be made under this Agreement.
- (b) You must advise us in advance if your bank account or credit card is closed or changed.
- (c) You acknowledge that it is your responsibility to cancel your direct debit facilities in respect of your membership when this agreement expires or is terminated.

12. Membership hold

12.1 General hold conditions

- (a) You are permitted to put a hold your membership for a period of not less than 2 weeks, but not more than 3 months.
- (b) You are entitled to 5 membership holds each calendar year, provided the period of each hold is not less than 2 weeks, but less than 3 months in aggregate in each calendar year.
- (c) If you wish to hold your membership you must contact us at least 5 business days before the hold period is to commence.
- (d) While your membership is on hold we reserve the right to charge you a membership hold fee of which at the time of entering into these terms and conditions is an amount of \$20 per month, but may be increased by us in line with clause 9.
- (e) Direct debt payments will resume once your membership hold period expires.
- (f) If you wish to extend the duration of your membership hold you must provide us with notice prior to the expiration of your original hold period. This notice must specify the new date the hold is to continue.
- (g) Membership hold fees do not contribute to the total minimum membership fee.

12.2 Special circumstances

If you wish to put a hold on your membership as a consequence of a medical condition which inhibits you from using our fitness services, we will waive our membership hold fee provided you give us a medical certificate evidencing your condition that is satisfactory to us.

13. Membership transfer Direct debit membership, while within the minimum term, may only be transferred to a non-member with our consent.

14. Termination

If you wish to terminate your contract prior to its completion, a \$500 fee will be applied.

14.1 Termination due to sickness or incapacity

If you are unable to continue to use the fitness services during your minimum membership term because of a permanent sickness or physical incapacity, you may terminate your membership by following all steps below;

- (a) provide us with a written request; and

(b) giving us an original medical certificate stating that you are unable to use our fitness services because of your permanent sickness or physical incapacity; and

(c) by making payment of our administration fee which will be equal to the lesser of:

(i) \$75; or

(ii) 10% of the unpaid balance of your total minimum cost.

14.2 Termination due to relocation

If you are unable to continue to use the gym during your minimum membership term because of a permanent relocation, you may terminate your membership by following all steps below;

(a) provide us a written request at least 30 days before termination is to occur;

(b) provide us comprehensive evidence that your new residence is at least 20 km away from Yarra Martial Arts Pty Ltd; and

(c) making payment of our relocation termination fee which is equal to the lesser of:

(i) \$500; or

(ii) the unpaid balance of your total minimum cost. Other termination during initial term

You may terminate your membership prior to the expiration of the minimum membership term by following all steps below;

(a) giving us written request at least 30 days' before termination is to take place; and

(b) making payment of the early termination fee, which will be equal to the unpaid balance of your total minimum cost.

Member termination after initial term

You may terminate your membership on or after the expiration of the minimum membership term by providing us with us a completed termination request form at least 30 days' before termination is to occur. Termination by us:

(a) You acknowledge and agree that we may terminate your membership without warning to you if you breach any part of these terms and conditions which we deem in our sole discretion serious enough to justify termination.

(b) If we terminate your membership as a consequence of your breach of these terms and conditions, you acknowledge and agree that you will remain responsible, at the very least, for the payment of the balance of your minimum membership cost.

Updating Terms

We reserve the right to update our Terms and Conditions at any time following the provision of 30 days' written notice which may be given by:

- (a) publishing a notice of the update on our website
- (b) placing notices of the update in our gym;
- (c) writing to by email advising of the update;
- (d) sending you an SMS notification of the update.

IMPORTANT DISCLAIMER – PLEASE READ BEFORE PROCEEDING: It is important to be aware that exercise can be physically demanding and that exercise and the equipment used is potentially dangerous. That's why it's a condition of entry into our clubs for you to acknowledge and agree that:

You are medically sound to undertake a normal course of exercise.

You are solely responsible for your physical and emotional well being while at the club.

You use gym facilities and participate in gym activities at your sole risk and responsibility.

By registering, you consent to:

Releasing Yarra Martial Arts Pty Ltd, its employees and agents from any claim that may be made by you, or other parties, for any injury or death caused to you or loss or damage caused to your property. You agree not to bring any claim against Yarra Martial Arts Pty Ltd, its employees or agents in the event that you sustain any personal injury or suffer any property damage or loss whilst at the club.