



## Membership Terms & Conditions

### *Incorporating Cancellation Policy, Suspension Policy & Hot Weather Policy*

Effective 11 January 2021

#### UNDERSTANDING

- 1.1. You are entering into a membership with KW & BS Investments Pty Ltd t/as Southside Muay Thai and Fitness (SSMT) to start on a specified date.
- 1.2. If you are under 18 years of age, a parent or legal guardian must enter the membership for you.
- 1.3. Entering a membership is deemed as acceptance of our Membership Terms and Conditions, Cancellation Policy, Suspension Policy and Hot Weather Policy, as varied from time to time.
- 1.4. You grant SSMT permission to use photographs, videotapes, artwork, or other likenesses for marketing, trade, publishing, or any other lawful purpose.
- 1.5. You agree not to take the martial arts training provided to you by SSMT and engage in teaching practices at another martial arts school within 50 kilometres from SSMT, for a period of three years following disassociation from SSMT, unless written permission is provided by the directors of SSMT.

#### COOLING OFF PERIOD

- 2.1. Upon entering a membership, you may cancel the agreement by midnight of the third business day after the date the agreement is signed (excluding Sundays or Public Holidays), with no refunds given.
- 2.2. If you miss the three-day cancellation period, our Cancellation Policy will apply.
- 2.3. To cancel your membership, you must email SSMT at [info@southsidemuaythai.com.au](mailto:info@southsidemuaythai.com.au). Verbal requests will not be accepted. Cancellation sent via email will be replied to once processed. If you do not receive a confirmation of receipt within 3 business days, please contact SSMT immediately.

## **CLASS SCHEDULE AND PROGRAM**

- 3.1. You are approved to attend the scheduled classes for the enrolled program and will abide by the rules and regulations of SSMT, and its staff.
- 3.2. You accept that class schedules and programs are subject to change at any time. Changes to the class schedule will not relieve you from your contractual obligations.
- 3.3. Failure to attend class is not notification to cancel this agreement.
- 3.4. For health and safety reasons, members who arrive more than 5 minutes late for a class will not be permitted to begin training in that class.
- 3.5. Where class bookings are cancelled within 1 hour before the scheduled class start time, a late class cancellation occurs, and a \$5 late fee is applied to your account.
- 3.6. SSMT may close for maintenance, special events and public holidays or for other reasons for a period not exceeding four weeks per year, without affecting membership payments.

## **EQUIPMENT**

- 4.1. We will provide you with clean and sanitised equipment for a free trial class, 28-day program introduction class, and 4-week challenge introduction class. Thereafter, it is compulsory for you to provide and use your own gloves, wraps and shin pads, and to attend class wearing Muay Thai shorts, and SSMT grade level singlet. You are also required to always attend class with a towel.
- 4.2. Additional equipment such as a groin guard or mouth guard are highly recommended as you progress through our program.
- 4.3. Training without a t-shirt or singlet and exposing the naked upper body is strictly prohibited.

## **28 DAY PROGRAM AND 4 WEEK CHALLENGE**

- 5.1. Continuing direct debits will begin for a basic membership after the program/challenge has been completed, unless cancelled.
- 5.2. The Program/Challenge will roll-over into a [Basic 6 Month Membership](#) for a minimum term of 6 months, beginning after the 28-day period is complete. Should you wish to rollover onto a different membership type, please contact us on the email below.
- 5.3. You may cancel the roll-over anytime in the first 25 days of the program. To cancel the roll-over, you must email SSMT at [info@southsidemuaythai.com.au](mailto:info@southsidemuaythai.com.au). Verbal requests will not be accepted. Cancellation sent via email will be replied to once processed. If you do not receive a confirmation of receipt within 3 business days, please contact SSMT immediately.
- 5.4. The Program/Challenge is non-refundable or transferable.

## **MEMBERSHIPS (INCLUDING POST 28 DAY PROGRAM AND 4 WEEK CHALLENGE)**

### **Duration**

- 6.1. 12-month memberships are under a twelve-month term and expire only on midnight 12 months from the start date of the membership.
- 6.2. 6-month memberships are under a six-month term and expire only on midnight 6 months from the start date of the membership.
- 6.3. 3-month memberships are under a three-month term and expire only on midnight 3 months from the start date of the membership.
- 6.4. 1-month memberships are under a one-month term and expire only on midnight 1 month from the start date of the membership.
- 6.5. '10 Session Passes' memberships are under a one-month term, and expire only on midnight, one month from the start date of the membership.
- 6.6. The terms of this agreement are binding from the date your membership agreement is signed, regardless of the membership start date.

### **Expiry**

- 6.7. After expiry of an expiry date your membership will continue, unless cancelled in accordance with our Cancellation Policy. As such, regular membership fees will be debited on the same basis, and the terms of this agreement will continue to apply.
- 6.8. SSMT may opt to renew your membership agreement upon expiry. In this circumstance, a new agreement will be entered into and signed by you.
- 6.9. At no time before the expiry date will SSMT increase the membership fees.
- 6.10. After the agreement expiry date, SSMT may opt to increase the membership fees, as necessary. If so, you will be notified and the direct debits will be adjusted as required, without further action required by you.

### **Access**

#### Unlimited & Basic Memberships (Adults)

- 6.11. Unlimited memberships provide for unlimited attendance to all classes in any one calendar week, subject to age restrictions.
- 6.12. Basic memberships provide for a maximum attendance of up to three classes in any one calendar week, subject to age restrictions.

#### Parent Fitness Memberships

- 6.13. Basic memberships provide for a maximum attendance of one class in any one calendar week, subject to age restrictions.
- 6.14. Unlimited memberships provide for a maximum attendance of up to three classes in any one calendar week, subject to age restrictions.

### Junior Tigers Memberships

- 6.15. Basic memberships provide for a maximum attendance of one junior tigers class in any one calendar week.
- 6.16. Unlimited memberships provide for a maximum attendance of up to three junior tigers classes in any one calendar week.

### 10 Session Passes Memberships

- 6.17. 10 Session Passes memberships provide for a maximum attendance of up to ten classes in any one calendar month, subject to age restrictions.

## **PAYMENT**

### **General**

- 7.1. You agree to the dates, amounts and terms specified in this agreement, and understand that membership fees are payable regardless of whether you attend scheduled classes for the enrolled program.
- 7.2. You authorise payment to be charged to your bank account or credit card, whether provided verbally to SSMT, in person, or via an electronic form.
- 7.3. Payment of membership fees does not guarantee rank advancement by SSMT instructors.
- 7.4. You authorise the use of the provided contact information such as phone, SMS, address, and email for contact and billing purposes.
- 7.5. All membership payments and equipment purchases are not refundable and are not transferable.

### **Direct Debits**

- 7.6. Membership fees are processed by third party direct debit agent, EziDebit.
- 7.7. You are responsible for making sure there are sufficient funds in the specified account on the day that payment is scheduled.
- 7.8. If a payment is returned unpaid, you will be required to abide by the conditions of the EziDebit service agreement, including their associated late fees or charges. Further information regarding Ezidebit fees and charges can be found [here](#).

### **Arrears (Unpaid/Overdue Payments)**

- 7.9. If your account is in arrears, you may not be authorised to attend classes until the arrears amount is paid in full, unless otherwise approved by SSMT. You may also be contacted directly by EziDebit and/or Marshall Freeman Lawyers.
- 7.10. If you make no effort to pay your account or communicate with SSMT, your agreement will be forwarded to Marshall Freeman Lawyers further action, where you will remain liable for all outstanding payment obligations. In this situation, you assume all responsibility for any

costs of collection, including but not limited to collection agency fees, court costs, legal fees, and late charges incurred for amounts in arrears.

- 7.11. Failed payments will be automatically re-attempted after 24 hours and may continue to be presented for payment, as necessary.

## **CANCELLATION POLICY**

### **Fixed Term Memberships**

- 8.1. To cancel your membership, you must email SSMT at [info@southsidemuaythai.com.au](mailto:info@southsidemuaythai.com.au). Verbal requests will not be accepted. Cancellation sent via email will be replied to once processed. If you do not receive a confirmation of receipt within 3 business days, please contact SSMT immediately.
- 8.2. If cancellation occurs within the contracted agreement term, all fees are required to be paid in accordance with your membership obligations, unless a cancellation fee is paid. Payment of a Cancellation Fee will release you from all current and future contractual obligations incurred under your membership. The Cancellation Fee is determined by reference to a 50% proportion of the balance yet to be paid in relation to your unexpired membership.
- 8.3. Cancellation Fees will not apply if you are deployed by the Australian armed forces for a period longer than 2 months. Full identification in addition to an official letter of deployment will be required as proof. In this circumstance, you must allow a minimum of 14 days' notice in writing with all membership fees to be paid in full by regular direct debit for a period of 14 days from the date of the written notice, but after the 14-day period no additional fees will be charged.
- 8.4. Cancellation Fees will not apply if you develop a full permanent disability, which prohibits you from utilising any programs at SSMT. You may cancel your membership by providing sufficient medical records as proof of disability. In this circumstance, you must allow a minimum of 14 days' notice in writing with all membership fees to be paid in full by regular direct debit for a period of 14 days from the date of the written notice, but after the 14-day period no additional fees will be charged.

### **Memberships Under No Fixed Term**

- 8.5. If you wish to cancel your membership, you must email SSMT at [info@southsidemuaythai.com.au](mailto:info@southsidemuaythai.com.au). Verbal requests will not be accepted. Cancellation is not permitted where membership fees are in arrears. Cancellation sent via email will be replied to once processed. If you do not receive a confirmation of receipt within 3 business days, please contact SSMT immediately.
- 8.6. Memberships under no fixed term expire only on midnight, 14 days from the date a written notice is received by SSMT, being an undefined period from the start date of your

membership. This means that you must allow a minimum of 14 days' notice to cancel your membership, with all membership fees to be paid in full for a period of up to 14 days from the date of written cancellation. After the 14-day period, your membership will no longer be active, and no additional fees will be charged.

8.7. Cancellation will incur a fee of \$10 which will be applied to your account.

### **SUSPENSION\_POLICY**

9.1. You may suspend your membership for a maximum period as follows:

- 14 days per calendar year, for memberships under a 3-month term.
- 14 days per calendar year, for memberships under a 6-month term.
- 28 days per calendar year, for memberships under a 12-month term.

9.2. If you wish to suspend your membership, you must email SSMT at [info@southsidemuaythai.com.au](mailto:info@southsidemuaythai.com.au). Verbal requests will not be accepted. Suspension is not permitted where membership fees are in arrears. Suspension sent via email will be replied to once processed. If you do not receive a confirmation of receipt within 3 business days, please contact SSMT immediately.

9.3. You must allow a minimum of 14 days' notice to suspend your membership, with all membership fees to be paid in full for a period of up to 14 days from the date of written suspension. After the 14-day period, your membership will be suspended.

9.4. A suspension fee of \$10 will be applied to your account.

9.5. The period for which your membership is suspended will be automatically added to the end of your membership, extending your membership expiry date to reflect the suspension period.

9.6. No suspensions are allowed for '10 Session Passes' memberships.

### **HOT WEATHER POLICY**

10.1. The risk of heat illness becomes extreme in cases where the ambient temperature is greater than or equal to 36 degrees Celsius. In these instances, outdoor activities are either cancelled or postponed until cooler conditions prevail (such as a later part of the day).

10.2. However, as SSMT operates within an air-conditioned facility, the following conditions will lead to cancellation of classes, where:

- The ambient temperature has been at or above 36 degrees for 5 consecutive days or more; or
- The ambient temperature is above 40 degrees on a given day and expected to remain above 36 the following day; or
- The ambient temperature is at or above 42 degrees on a given day.