

MEMBERSHIP TERMS & CONDITIONS

Atomic Jiu Jitsu Brisbane

These Terms & Conditions apply to all memberships and all students.

All prices and fees are in **AUD** unless stated otherwise.

1. Payments, Direct Debit, and Card Details

1.1 Membership fees are paid by **direct debit** from a credit card or debit card.

1.2 All members must maintain a **current, active** credit/debit card on file at all times for membership payments to be deducted from.

1.3 If a scheduled payment fails for any reason, an **administrative fee** may be charged in connection with the failed transaction.

1.4 It is the member's responsibility to ensure payment details remain current. Atomic Jiu Jitsu is not responsible for any fee charged as a result of a member failing to update card details, and Atomic Jiu Jitsu will not refund any such fee.

1.5 Card details can be updated at any time via the Martialytics Student App.

2. Cancellation of Membership

2.1 All memberships require **seven (7) days' notice** for cancellation to take effect.

2.2 Notice must be given in writing by email to **info@atomicjiujitsubrisbane.com.au**, stating:

- that the member is cancelling their membership; and
- the proposed effective date of cancellation.

2.3 Cancellation Fee (Limited / Unlimited / Family / Flexible Memberships):

A cancellation fee applies to the following membership types: **Limited, Unlimited, Family, and Flexible**. The cancellation fee is equal to **four (4) weeks' membership fees** at the member's current weekly rate.

2.4 No Cancellation Fee (Pay As You Go):

No cancellation fee applies to **Pay As You Go** memberships.

2.5 **To be clear:** cancellation of a membership may involve:

- **seven (7) days' notice**, during which the membership remains active and payable; and
 - where applicable, a **cancellation fee** equal to four (4) weeks' membership fees.
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3. Refunds

3.1 **No refunds** will be given for any fee already processed, except where a fee has been charged **as a result of a mistake by Atomic Jiu Jitsu**.

3.2 No refunds are available for any membership paid in advance on an **annual** basis.

4. Transferability

4.1 Memberships are **not transferable**.

5. Membership Holds

5.1 Memberships **cannot** be placed on hold, **except** for **Flexible Memberships**, which may be placed on hold in accordance with clause 8.

6. Make-Up Classes

6.1 **Make-up classes are not offered** at Atomic Jiu Jitsu.

6.2 Members should consider their personal circumstances and commitments before choosing a membership type, including whether casual attendance or a Flexible Membership better suits their needs.

7. Foundation Membership (Grandfathered)

7.1 Students who signed up to a **Foundation Membership** at a weekly rate of **\$45.00** have that weekly rate **grandfathered** (i.e., it will not increase when standard membership rates increase), subject to ongoing compliance with these Terms & Conditions and all Academy Rules.

7.2 The grandfathered weekly rate is conditional upon the member:

- complying with all membership terms and Academy Rules throughout their membership; and
- remaining **financial** (including maintaining an active card on file and not missing payments).

7.3 If a Foundation Membership is cancelled or a payment is missed, the grandfathered rate **ceases** and the membership will revert to the **prevailing rate**.

7.4 If a Foundation member cancels and later re-joins Atomic Jiu Jitsu, the grandfathered rate will **not** be available and the member will pay the prevailing rate applicable at that time.

8. Flexible Memberships

8.1 The Flexible Membership fee is **\$95 per week**, payable in advance.

8.2 Flexible Membership allows a member to pause and resume their membership **only** in accordance with this clause.

Requesting a Hold

8.3 To place a Flexible Membership on hold, the member must email **info@atomicjiujitsubrisbane.com.au**.

Notice Period

8.4 The email must specify a hold start date that is **no less than seven (7) days** from the date the email is received.

8.5 If a hold start date of less than seven (7) days is requested, the hold will commence **seven (7) days** from the date the email is received.

Hold Duration Requirement

8.6 The email must specify either:

- the **duration** of the hold; or
- a **clear end date**.

8.7 Open-ended or indefinite holds are **not permitted**.

Defective or Incomplete Requests

8.8 If a hold request does not specify a duration or end date, the request will be treated as a **four (4) week hold**, after which the membership will **automatically recommence**.

Automatic Recommencement

8.9 At the conclusion of the nominated hold period (or the default four-week period where clause 8.8 applies), the membership will automatically recommence at the Flexible Membership rate.

Cancellations

8.10 Flexible Memberships remain subject to the cancellation terms in clause 2 (including any applicable cancellation fee).

9. Fee Increases

9.1 All membership fees (except Foundation Memberships) are subject to change from time to time.

9.2 Where fees increase, existing members will not be moved to the increased fee for a minimum period of **one (1) month** from the date the fee increase takes effect.

10. Booking Classes

10.1. All classes must be booked in advance by all students.

10.2. Class bookings must be made at least 24 hours from the scheduled start time of the relevant class

10.3. If a class remains unbooked, or booked by only one student, at a time 24 hours out from the scheduled start time, that class will be automatically vacated and will not be able to be booked and will not proceed.

10.4. If you forget to book a particular class at least 24 hours before its scheduled start time, and it is still available to be booked at the time when you remember to book, it means that more than one other student has booked the class, and in those limited circumstances you may book and attend that class

10.5. In circumstances where you have booked a class and subsequently are unable, for whatever reason, to not attend the class, students must cancel their attendance for that class.

10.6. Classes are to be cancelled in the Martialytics App (by clicking “See Upcoming bookings” on the Home screen, swiping left on the relevant class booking you wish to cancel, and then pressing the red “Cancel” tab with bin icon.)

10.7. It is unacceptable to repeatedly and continually not book in advance as provided for herein

11. Weekend Classes

11.1. A minimum of 2 students must be booked for and attend each and every weekend class. This applies to competition class, open mat, and Review Q&A equally.

11.2. If only 1 student is booked for any particular class at a time 24 hours immediately preceding the relevant weekend class, then in those circumstances the class will be cancelled and will not proceed.

11.3 If a class is cancelled in this manner then the single student who had booked will be advised by message through the Martialytics Student App of the cancellation.

12. Alterations and Changes to T&Cs

12.1. These Terms and Conditions are subject to change from time-to-time for the good order and good management of Atomic.

12.2. When the T&Cs are changed they will be posted to the Atomic website.

12.3. Any and all changes to the T&Cs will bind each student to them without the necessity of students having to sign a fresh digital copy of them.