

ATOMIC JIU JITSU BRISBANE MEMBERSHIP TERMS & CONDITIONS

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

All prices and fees are in AUD unless stated otherwise.

1. Start Training Offer (3 Classes for \$20)

1.1 New students may commence training under Atomic's Start Training Offer, being three (3) classes for \$20 in a 7-day period.

1.2 The Start Training Offer is not a casual pass, drop-in arrangement, or standalone short-term product. It is the entry point into membership at Atomic.

1.3 By purchasing and commencing the Start Training Offer, the student acknowledges and agrees that, unless cancelled in accordance with these Terms, the student will automatically transition to an Atomic Membership at the prevailing weekly rate immediately upon completion of the third class.

1.4 If the student does not wish to continue into Atomic Membership, the student must make application for/give notice of cancellation through the Pilot app **before** attending the third class, or **before** the end of the 7-day period.

1.5 If written cancellation is not received before the third class is attended, or the 7-day period ends, the Start Training Offer will automatically convert to an Atomic Membership and ongoing weekly membership fees, together with any applicable transaction or processing fees, will become payable.

1.6 For the avoidance of doubt, attendance at the third class without prior written cancellation constitutes acceptance of continuation into Atomic Membership on these Terms.

2. Beginner Program (\$499)

2.1 New students may commence training under Atomic's Beginner Program.

2.2 The Beginner Program is not a casual pass, drop-in arrangement. It is a short-term (5 week) entry point into membership at Atomic.

2.3 By purchasing and commencing the Beginner Program, the student acknowledges and agrees that, unless cancelled in accordance with these Terms, the student will automatically transition to an Atomic Membership at the prevailing weekly rate immediately upon completion of the Program.

2.4 If the student does not wish to continue into Atomic Membership, the student must make application for/give notice of cancellation through the Pilot app **before** the start time of the **last class of the program**.

2.5 If the student's cancellation application/notification is not received before the commencement of the scheduled last class of the program, the Beginner Program will automatically convert to an Atomic Membership and ongoing weekly membership fees, together with any applicable transaction or processing fees, will become payable.

2.6 For the avoidance of doubt, failure to provide written cancellation as provided herein constitutes acceptance of continuation into Atomic Membership on these Terms.

3. Payments, Direct Debit, and Card Details

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

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

3.3 Transaction and processing fees are payable by the student or member and will be applied at the time of each payment.

3.4 If a scheduled payment fails for any reason, an administrative fee of \$10.00 will be charged in connection with the failed transaction.

3.5 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.

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

4. Cancellation of Membership

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

4.2 Request for cancellation must be made via the Pilot SM app.

4.3 A cancellation fee applies to all memberships. The cancellation fee is equal to four (4) weeks' membership fees at the member's current weekly rate.

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

5. Refunds

5.1 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.

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

6. Transferability

6.1 Memberships are not transferable.

7. Membership Holds

7.1 Memberships cannot be placed on hold, except for Flexible Memberships, which may be placed on hold in accordance with clause 9.

8. Make-Up Classes

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

8.2 Members should consider their personal circumstances and commitments before choosing a membership type.

9. Flexible Memberships

9.1 The Flexible Membership fee is \$80 per week, payable in advance.

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

9.3 Flexible Memberships may be paused for a maximum total of eight (8) weeks in any calendar year.

9.4 A member must remain on a Flexible Membership for at least six (6) consecutive weeks before becoming eligible to pause it.

9.5 After the conclusion of any pause, the member must remain on the Flexible Membership for at least six (6) consecutive weeks before taking any further pause or changing to another membership.

9.6 To place a Flexible Membership on hold, the member must make request via the Pilot app.

9.7 Pause requests operating outside of these Terms & Conditions will be refused.

9.12 At the conclusion of the hold period, the membership will automatically recommence.

9.13 Flexible Memberships remain subject to cancellation terms in clause 3.

10. Fee Increases

10.1 All membership fees (except Foundation Memberships) are subject to change.

10.2 Existing members will not be moved to increased fees for a minimum of one (1) month.

11. Booking Classes

11.1 All classes must be booked in advance. Classes are booked via the Schedule tab in the Pilot SM app.

11.2 Bookings must be made at least 24 hours before the scheduled start time.

11.3 *No class will run with only one student booked.*

11.4 If only one student is booked at the 24-hour mark prior to the scheduled class, the class will be cancelled.

11.5 If a student attempts to book a class within the 24-hour window and the class remains open for booking, then the student may book and attend that class.

11.6 Students must cancel booked classes if they are subsequently unable to attend.

11.7 Classes must be cancelled via the Schedule tab in the Pilot SM app.

11.8 Repeated failure to book or cancel appropriately is unacceptable.

12. Alterations and Changes to Terms & Conditions

12.1 These Terms may be updated from time to time.

12.2 Updated Terms will be published on the Atomic website.

12.3 Terms published on the website have full legal force and bind all members without re-signing.

12.4 Continued participation constitutes acceptance of updated Terms.