



NAKARMA

Terms and Conditions



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About NAKARMA

At NAKARMA we believe that Yoga, Pilates and Meditation is suitable for men and women with varying ranges of physical conditions, including those out of shape looking to make some life improvements.

As a multi-disciplinary wellness centre, our focus is on supporting our members health and lifestyle choices through movement, physiotherapy, massage, nutrition and other services.

We're an inclusive and conscious community where everyone will feel comfortable no matter what their age, level of fitness or experience. We empower our community to move easy and fearlessly through exercise, positive thinking, while having fun.

Our teaching is through evidence-based movement focusing on motor skills, encouraging self-belief, empowerment and pleasure.

We're a community that are always learning from one another and lifting each other up. We care about your mindset and mental well-being as much as your physical well-being.

Continuing to cultivate and evolve our style and approach to movement, we don't subscribe to one methodology over another. We choose to focus on the human experience to bring you classes that are challenging, uplifting, educational and playful.

We welcome first timers to the most experienced person. We are here to support you through your personal journey.

Our Commitment to Privacy & Responsible use of information

NAKARMA is committed to protecting your privacy and any personal information we collect. NAKARMA abides by the applicable *Australian Privacy Principles* (APPs) enacted in 2014 as the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*, which amends the *Privacy Act 1988*.

Please refer to our Privacy Policy on our website www.nakarma.com.au.

Policy Statement

This Terms and Conditions Policy is authorised for distribution by NAKARMA.

Entity: Unique Solutions Asia Pacific Pty Ltd trading as **NAKARMA**
The Warehouse 29 Sandy Point Road Corlette NSW 2315

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TERMS OF USE AND LEGALITIES

What are these terms?

These terms of use govern your use of the Unique Solutions Pty Ltd (ABN 51087323297) trading as NAKARMA and the use of our website and or studio. By using our website or attending our studio, you agree to be bound by these terms of use.

Intellectual property

The content on our website belongs to us, or to someone who has given us permission to use it. If you are using our website for personal, non-commercial purposes, you do not have to seek our permission to print any of the content. In all other cases or for any other purpose you must first get our written permission.

Limit of liability

To the maximum extent permitted by law, we exclude all liability to you or anyone else for any loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the use of this website or any of the content. This includes, but is not limited to, the transmission of any computer viruses or anything else that may interfere with or damage the operations of your computer systems. We will not be liable to you for any indirect, incidental, special or consequential loss arising from or relating in any way to your use of this website.

Currency

The information on this website can change and although we attempt to ensure that the content is current at the date specified for that content, we do not guarantee its currency.

All prices are quoted in Australian Dollars (AUD) and are inclusive of GST.

Links

We are happy for you to link to our site. We reserve the right to deny any person permission to link to our site. We are not responsible for any material contained in any linked site, nor do we endorse or make any representation about the linked site or the organization's referred to on that site.

Changes in these terms

We may change these terms of use. Accordingly, we recommend that you check this page from time to time in order to review our current terms. Your continued use of our website is deemed to be acceptance of the amended terms of use.



MEMBERSHIP TERMS AND CONDITIONS

Please read through the terms and conditions of membership thoroughly before registering. When downloading the NAKARMA App and or registering via the NAKARMA website, as a client of NAKARMA 29 Sandy Point Road Corlette NSW 2315, you agree to the terms and conditions as laid out below.

General Terms and Conditions

1. You agree to NAKARMA's [Studio Etiquette](#) as found on our website under [BOOKINGS](#).
2. You agree to and understand, that it is your responsibility to cancel your attendance at class 3 hours prior to class commencing.
3. You agree to and understand, that if do not cancel 3 hours prior to the class commencing a credit will be deducted from your account and you will be charged an additional \$18 (Incl. GST) if you are a Weekly Class Pass 5 or Club Ultimate Membership holder if the class has a waiting list and you do not attend.
4. Please note: For safety and security that the door to the studio is locked at the beginning of each class after 5:30pm. No late entry is permitted, so please make sure you arrive early for your class!
5. NAKARMA is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason, or if you are unable to attend a class because it is full.
6. There are a limited number of places available at NAKARMA classes. If a class is full, or if the teacher considers the class to be full, they may refuse entry. Please ensure that you arrive at class 10 minutes prior to the advertised start time to avoid missing out!
7. NAKARMA is not responsible for the safekeeping of your belongings.
8. All purchases are final. NAKARMA does not offer refunds on services or products for change of mind, injury, illness or change of address.
9. All passes and memberships are non-transferable and may not be shared.
10. There are further and more specific terms and conditions that relate to our Offers, Pre-launch and Special Offers, Intro Pass, 1 Class Pass, 5 Class Pass, 10 Class Pass, 20 Class Pass, Weekly Class Pass 2, Weekly Class Pass 5 and Club Ultimate Memberships. By purchasing any of these passes or memberships, or attending any class using one of these passes or memberships, you acknowledge and agree that you have read, understood and agreed with those further terms.
11. By attending classes at NAKARMA, you confirm your understanding that classes at NAKARMA may be physically strenuous, and you voluntarily participate in them with full knowledge that there is a risk of personal injury, property damage or death. You also agree that neither you, your heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against NAKARMA, or its directors, officers, employees, consultants or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
12. NAKARMA reserves the right to review, amend, update and change its Terms and Conditions Policy from time to time to reflect its practices and obligations. Any changes will take effect when they are made or posted on our website.



Special Offers

13. Our **pre-launch offer or special offers** (Pre-launch offer or Special Offers) made by NAKARMA (including our Pre-launch Offer) may only be purchased by new members who have not yet attended the studio.
14. Pre-launch and Special Offers will be valid for a specified term, usually expressed in days. The term of the Pre-launch Offer will commence on the date that you first attend a class after you purchase the Pre-launch Offer.
15. Our Special Offers allow you to attend an unlimited number of regularly scheduled classes during the term of the offer, but excludes guest teachers, workshops, retreats, teacher training or other special events.
16. No refunds, transfers, suspensions or extensions are offered on unused portions of any Pre-launch/Special Offer due to illness, injury, change of address or any other reason.

Intro Pass

17. All **Intro Passes** expire in 7 Days of the first class that you book or attend after your purchase of the pass.
18. This pass allows you to attend up to 3 regularly scheduled class, but excludes guest teachers, workshops, retreats, teacher training or other special events.
19. No refunds, transfers, suspensions or extensions are offered on unused portions of the Intro Pass due to illness, injury, change of address or any other reason.

1 Class Pass

20. All **1 Class Passes** expire in 7 Days from the date of purchase.
21. This pass allows you to attend 1 regularly scheduled class, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
22. No refunds, transfers, suspensions or extensions are offered on unused portions of the 1 Class Pass due to illness, injury, change of address or any other reason.

5 Class Pass

23. All **5 Class Passes** expires 1 month from the date of purchase.
24. This pass allows you to attend 5 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
25. No refunds, transfers, suspensions or extensions are offered on unused portions of the Holiday Pass due to illness, injury, change of address or any other reason.



10 Class Pass

26. All 10 Class Passes expires 4 months from the date of purchase.
27. This pass allows you to attend 10 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
28. No refunds, transfers, suspensions or extensions are offered on unused portions of the 10 Class Pass due to illness, injury, change of address or any other reason.

20 Class Pass

29. All 20 Class Passes expires 6 months from the date of purchase.
30. This pass allows you to attend 20 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
31. No refunds, transfers, suspensions or extensions are offered on unused portions of the 20 Class Pass due to illness, injury, change of address or any other reason.

Weekly Class Pass 2

32. The Weekly Class Pass 2 membership allows you 2 regularly scheduled classes per week, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.

Weekly Class Pass 5

33. The Weekly Class Pass 5 membership allows you 5 regularly scheduled classes per week, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
34. An additional charge of \$18 (incl of GST) applies to Weekly Class Pass 5 if a class is wait listed and you do not attend class or cancel the class 3 hours prior to class commencing.

Club Ultimate Membership (grandfathered membership as at 14 Feb 20201)

35. This Club Ultimate Membership allows you 5 regularly scheduled classes per week, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
36. The minimum term of the **Club Ultimate Membership** is 12 weeks (**Minimum Term**).
37. An additional charge of \$18 (incl of GST) applies to **Club Ultimate Membership** if a class is wait listed and you do not attend class or cancel the class 3 hours prior to class commencing.

Weekly Class Pass 2, Weekly Class Pass 5, Club Ultimate Membership - TERMS

38. The minimum term of a Weekly Class Pass or Club Ultimate Membership is 12 weeks (**Minimum Term**).
39. The terms of a Weekly Class Pass or Club Ultimate Membership commences on the date that you purchase the membership or such other date as is agreed by NAKARMA.
40. If you suspend your Weekly Class Pass or Club Ultimate Membership during this initial period, the Minimum Term will be extended by the period of the suspension.



41. An additional charge of \$18 (incl of GST) applies to Weekly Class Pass 5 and or Club Ultimate Membership if a class is wait listed and you do not attend class or cancel the class prior.
42. After the expiry of the Minimum Term, the membership will continue indefinitely until you advise NAKARMA in writing via email that you wish to cancel your membership. Please allow up to 5 business days to process any such cancellation.
43. You may suspend your Weekly Class Pass for up to **4 months** by emailing us at info@nakarma.com.au. You must notify us of the dates of the suspension no later than 3 business days before the start of the suspension period. After your suspension period has run its course your membership will automatically restart unless you advise in writing that you wish to cancel or further suspend your membership.
44. You may suspend your Club Ultimate Membership for up to **2 months** by emailing us at info@nakarma.com.au. You must notify us of the dates of the suspension no later than 3 business days before the start of the suspension period. After your suspension period has run its course your membership will automatically restart unless you advise in writing that you wish to cancel or further suspend your membership.
45. Should you cancel your Weekly Class Pass or Club Ultimate Membership we do not guarantee that you will receive the same rate should you want to renew membership.
46. Membership fees will be charged to your credit card or bank account once per week via a third party biller.
47. From time to time, NAKARMA may increase its fees for the Weekly Class Pass or Club Ultimate Membership. Notice of any such increase will be provided at www.nakarma.com.au. Your membership fees will increase accordingly, with such increase to take effect not less than 2 weeks after the date that the increase of fees is notified on the website.
48. It is your responsibility to ensure there are sufficient funds available to cover the weekly auto-debit. If an auto-debit is declined due to insufficient funds, the transaction will fail which requires additional administration and yields additional bank costs. **PLEASE NOTE: our third party biller, Stripe, is unable to absorb these costs and applies a fee for these failed transactions. This fee will be debited from your account after the failed payment.**
49. NAKARMA is in no way responsible for additional bank fees that you may incur from your bank. Bank fees are under the terms and conditions of contractual agreements that lie between you and your bank.
50. If an auto debit cannot be made for any reason, NAKARMA may in its absolute discretion, process payment any time after the due date upon receipt of sufficient monies in your account.
51. NAKARMA may at any time, and in its absolute discretion, cancel the membership, including (for instance) if your auto-debit payments fail for 2 payments or more.



52. The terms and conditions of our third party biller Stripe form a binding component of your membership agreement. They can be found at <https://stripe.com/au/checkout/legal>. By purchasing a **Weekly Class Pass or Club Ultimate Membership** or attending any class using a **Weekly Class Pass or Club Ultimate Membership**, you are deemed to have agreed to and signed the Stripe Terms.

Use of NAKARMA App

By downloading NAKARMA App and registering an account you agree to the following:

1. To the best of your knowledge, all of the information supplied is complete and accurate.
2. You understand that it is your responsibility to consult with a physician prior to and regarding your participation in any class offered by NAKARMA. You represent and warrant that you are physically fit and have no medical conditions that would prevent me from participation in exercise classes.
3. You assume full responsibility for any injuries or damages, known or unknown, which might incur as a result of participating in exercise classes.
4. You knowingly, voluntarily, and expressly, waive any claim you may have against NAKARMA for injuries or damages that you may sustain as a result of participating in classes.
5. You consent to receiving emails from NAKARMA.
6. You agree and confirm that when a credit card payment transaction and/or an online payment transaction is made you authorise any future debits of the nominated card for the payment of fees or in studio purchases.

Contact Details

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