



**GKR KARATE**  
KARATE FOR EVERYONE

## **GKR Karate Terms and Conditions**

To ensure that GKR Karate continues to provide a safe and comfortable training environment for all members and staff we ask that you please assist us by complying with the following terms and conditions.

### **1. INTRODUCTION**

By entering into agreement with GKR Karate you acknowledge and agree that:

- You have been given a copy of these terms and conditions and agree to abide by the obligations contained therein;
- You are to the best of your knowledge medically sound to undertake a normal course of exercise, and you use GKR facilities at your sole risk and responsibility. You also acknowledge that exercise is physically demanding and participation in some activities offered by GKR may pose a risk to your health.
- These terms and conditions also relate to your authority to Stripe/GoCardless or other debiting agent nominated by GKR from time to time to direct debit your nominated bank account or credit card for any installments or fees due under these terms and conditions as well as the terms of the Customer Agreement and Biller Service Agreement. These terms and conditions can also be accessed on the GKR website.

### **2. DEFINITIONS**

- GKR, GKR Karate, We, Us, Our means GKR Karate Australia Pty Ltd. ABN 86 008 176 620 139-145 St Vincent Street Port Adelaide SA 5015.
- You, Your, Member means You, Your, Member, and refers to the name in which the membership has been created. This includes instances where the name may be different to the party paying for the membership such as a parent or guardian of the Member if the Member is under 18 years.
- Biller means our debiting agent nominated by GKR from time to time.
- Dojo means any GKR Dojo your membership & training fee agreement entitles you to visit.
- Minimum Term means a term of 28 days.
- Website means the GKR website at <https://www.gkrkarate.com/> or such other website as notified to Members from time to time.

### **3. QUERIES**

- All queries and comments about the services provided by GKR should be directed to your nearest Head Office via the contact details listed on our website.
- The member acknowledges that Debitsuccess has been engaged by GKR to collect the fees due under the Customer Agreement if paying by way of direct debit.



## 4. DOJO ACCESS

- You must scan your digital training pass and register your attendance for safety, security and insurance purposes.
- All members must present their digital training pass upon entry to the Dojo at every visit.
- If you attend the Dojo without your training pass, we may refuse you entry.
- Your digital training pass is for your use only, and you cannot allow anyone else to use it.
- If you lose your digital training pass, a replacement can be requested by asking your local instructor.

## 5. GENERAL CONDITIONS OF ENTRY & CLUB CODE

To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership & training fee agreement.

**ENTRY:** Entry will be refused or you may be requested to leave the Dojo if:

- You are using abusive or threatening language or behaving in a threatening way; or
- You are under the influence of drugs or alcohol / or you instruct other members when GKR has not authorised you to do so; or
- You behave in another way that is considered by GKR to be risky or seriously inappropriate.
- Members are expected to abide by our club [Code of Conduct](#).

**NON-SMOKING:** Our Dojos are non-smoking facilities. The smoking of cigarettes, electronic cigarettes, vapes or any other kind of smoking is strictly prohibited.

**SUITABLE CLOTHES:** All members and guests must wear suitable clothing. We do not allow clothes with offensive imagery or inappropriate advertising.

**CAMERA USE:** Parents and spectators must be aware that cameras and video are to be for private use only. No images of young people are to be published onto any webpage or printed material without parental consent.

**PARKING:** You park in the Dojo's car park or on the Dojo premises at your own risk. To the extent permitted by law, we are not liable for any loss or damage to your vehicle or its contents.

## 6. VALUABLES AND LOST PROPERTY

- GKR employees, volunteers or contractors are unable to look after your personal possessions (keys and wallets for example) whilst you are in the Dojo. Therefore, neither GKR, its employees, contractors or volunteers will accept any liability for loss of property sustained whilst in the Dojo.

## 7. CHILDREN

- Up to 17 years
  - Membership is permitted with the consent and signature of the minor's parent/legal guardian.
  - Parents/guardians are responsible for care of students on the way into the dojo and when collecting them at the end of class.
- 18 years and older
  - Standard adult membership terms and conditions apply.



## **8. LEGAL RESPONSIBILITY**

### **MEETING YOUR RESPONSIBILITIES**

- Your responsibilities, including payment of membership & training fees, do not depend on how often you attend classes.
- You must notify GKR about anything that may affect your membership or training fee agreement, and advise of any changes to your contact information and payment account details.
- You must inform GKR in advance and in writing if there are any risks to your health as a result of your participation in GKR Karate classes and/or if you are required, seek approval from your Doctor or General Practitioner.

## **9. DAMAGE & PERSONAL INJURY**

To the extent permitted by law, GKR excludes any liability to the member in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the member and/or any other person, or for any costs, charges or expenses incurred by the member, arising from or in connection with these terms and conditions and/or the services/products provided by GKR and/or any act or omission of GKR.

## **10. SPECIAL CONDITIONS FOR CERTAIN MEMBERSHIP TYPES**

- If there are special conditions or benefits relating to your membership type or training fee agreement, these will be either attached to your Customer Agreement and/or displayed on the website and form part of your Customer Agreement.

## **11. FEES & CHARGES**

The Fees you have agreed to pay are set out in the details provided to you at the time of registration.

- **Joining Fee** - We will charge you the Joining Fee to cover the set up registration costs and for your initial membership fee. This fee is non refundable
- If you do not pay a Fee when due we reserve the right to suspend your Membership & training fee agreement until all amounts have been paid.
- Where any scheduled payment transaction defaults, a Default Fee of \$10 will be added to the next scheduled payment.
- After a membership / training fee agreement has been active for a minimum period of 12 months, GKR reserves the right to apply a nominal increase to the student training fee. In any such cases, 30 days written notice will be provided to the email address on file for your account. If you do not agree to any fee increase, your account may be terminated at your request with the notice period applied at the existing rate.
- Your membership when combined with an active training fee agreement, permits you to train at any GKR Karate dojo worldwide. If the Dojo you train at most frequently (as determined by your training data over the preceding 90 day period), has a different standard training fee rate than the Dojo you registered at, we reserve the right to vary your fees to reflect those rates. 30 days written notice of any change, whether an increase or decrease, will be provided to the email address on file before any adjustment is made. If your Fees are varied, you authorise any debits from your nominated account to also be varied.
- **Refunds and the Credit Code** – Should there be any fees or charges incurred as part of a refund transaction, then GKR reserves the right to deduct these fees or charges from any refund we give you.



- Direct Debit Payment Agreement - If you pay any Fees, including ongoing membership & training fees, by direct debit, then this will be through our Biller (not us). You will be provided with a copy of Direct Debit Payment Agreement of the Biller which applies to any direct debit services. The Direct Debit Payment Agreement, which we are not a party to, is entirely separate to this Agreement.
- By assigning authority to deduct Fees by nominating a credit or debit account, you authorise our Biller, to deduct from that account all Fees and other charges you are responsible for under this Agreement. You must keep your account details up to date.
- **Late or rejected direct debit payments.** You must ensure there is enough money in your nominated account on the usual payment date, or the next working day if that falls on a day when banks do not process payments. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the Biller's control), you will be charged a Default Fee. This will be added to your next debit amount. Prior arrears may also be included. You authorise our Biller to deduct any unpaid arrears outstanding on your account. Your bank or credit provider may charge you a fee for overdrawing your account if you do not have enough money in the account when payment is due.

## **12. OVERDUE FEES & REVOCATION OF MEMBERSHIP ENTITLEMENTS**

If there are repeated failures to meet your payment obligations (other than through the fault of GKR Karate or its payment provider), without prejudicing GKR Karate's rights to recover any overdue payments, your membership and/or training fee agreement may be suspended or terminated by written notice to you. All entitlements and entry into any dojo may be revoked if your account is in arrears and you fail to resolve the debt after being provided reasonable notice.

If your automatic direct debit payment reverses or is returned to us by your financial institution the following process will apply:

- GKR Karate or its Biller will attempt to contact you about retrying the debit and will charge a \$10 Default Fee.
- If you fail to pay the fees by the due date, we are entitled to suspend your attendance at classes
- If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your account may be forwarded to a collection agency for further action. At this time you may be charged a fee of \$25.00 plus 25% of your outstanding balance. For example if you owe \$100.00 to GKR Karate then you may be charged a Debt Collection Fee of \$50.00 (\$25.00 plus \$25.00 (being 25% of \$100)).
- GKR reserves the right to vary the process set out herein by providing 30 days advance written notice of any changes.

## **13. APPOINTMENT OF BILLER**

If paying by Direct Debit, you agree that GKR Karate may appoint a Biller to collect fees on its behalf. You will be provided with terms regarding the debiting of your account for payment of training fees on execution of the Customer Agreement. In the event that the Biller changes, GKR will provide further agreement or notice to the member in accordance with clause 17 herein.



## **14. CANCELLATION / TERMINATION**

A cancellation request should be provided to GKR as follows:

### **COOLING OFF PERIOD**

- Your membership / training fee agreement is subject to a seven (7) business days cooling off period.
- The cooling off period applies to new memberships only and does not apply to membership transfers or renewals.
- The cooling off period starts from the date the Customer Agreement is entered into (the date the Customer Agreement is signed) and ends at close of seven (7) business days later.
- Your membership and/or training fee agreement can be cancelled during the cooling off period by contacting Member Support via [www.gkrkarate.com/directdebit](http://www.gkrkarate.com/directdebit)

### **CANCELLATIONS:**

There will be a period of notice of 28 days from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full.

The notice period will exclude suspension or payment break time applied to your membership/training fee agreement.

- Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by GKR .
- You shall not consider that your Customer Agreement has been terminated until such time as this is confirmed in writing to you by GKR (not more than 14 days after the termination date).

Termination of your Customer Agreement will also terminate the Direct Debit Request Authority.

You can cancel your membership and/or your training fee agreement by submitting your request to [www.gkrkarate.com/directdebit](http://www.gkrkarate.com/directdebit). All requests are actioned within 4 business days and any notice period required will commence on the date that the request is first received so that you will not be negatively impacted as a result of a delayed response by GKR.

### **TERMINATION BY THE CLUB:**

GKR reserves the right to terminate the Customer Agreement in any of the following circumstances:

- You fail to abide by the obligations listed herein and the breach/non-compliance is incapable of remedy, or you fail to remedy the breach/ non-compliance within 14 days of being notified by GKR.
- If we reasonably believe that you have engaged in conduct that infringes on the health, safety or wellbeing of any other members or staff;
- The temporary or permanent closure of the dojo where a suitable replacement dojo is not available for the membership to transfer; or
- To protect the health and safety of you or other members.



## **15. MEMBERSHIP SUSPENSION**

You can suspend your training fee agreement for a minimum period of 7 days, up to a maximum of 6 weeks each calendar year at a cost of \$5.00 per week (Suspension Fee).

- You must first contact Member Support via [www.gkrkarate.com/directdebit](http://www.gkrkarate.com/directdebit) at least 3 days prior to the start date of the suspension.
- Before freezing your training fee agreement, you must make sure your fees are up to date and there are no arrears outstanding on your account.
- The Suspension Fee and time limit of 6 weeks may be waived at the discretion of GKR if a valid medical certificate is produced by the member.

Note that we cannot backdate any suspension requests. You must request a suspension three days prior to the start date.

### **SUSPENSION FOR DOJO CLOSURES**

If we are required by the state or federal government to temporarily close our dojos in your local State (Closure Period), we will suspend your membership & training fee agreement for that Closure Period. If this occurs:

- You are entitled to request cancellation of your membership and/or training fee agreement during the Closure Period (applicable cancellation fees will apply) but processing of the cancellation may be delayed until after the Closure Period has ended.
- Please refer to clause 13 regarding the terms that apply to cancellation of your membership and/or training fee agreement.

In addition, if the dojo is closed for a period of more than one week (e.g. due to refurbishment) and there is no suitable alternate dojo available for you to use then you may request that your membership/training fee agreement be frozen until the Dojo re-opens (Closure Period).

Any membership/training fee agreement suspension which occurs as a result of a Closure Period does not cause a reduction in the member's entitlement to future suspensions.

## **16. CCTV**

- You acknowledge and understand that CCTV may be installed in appropriate areas within each Dojo and surrounds as a strategic component for member and contractor safety and crime and/or misconduct prevention.
- By entering our dojo, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with our Privacy Policy.

## **17. ADDITIONAL SAFETY MEASURES**

Your safety and the safety of other members and our staff is of the utmost importance to us and we may, from time to time, introduce reasonable health and safety measures (including for example temperature checks prior to accessing our facilities in response to COVID-19) to ensure your safety and safety of other members and our staff. If we make any reasonable health and safety measures a condition of entry and you refuse to comply with these measures, you may not be permitted to enter the Dojo at our discretion unless a medical exemption applies (and we are provided with appropriate supporting documents).





## **18. STAYING UP TO DATE WITH YOUR TERMS**

We may sometimes change our terms and conditions. This includes changing a Dojo's opening hours, its services and facilities and membership training fees. Whilst we may sometimes close a Dojo for refurbishment, we will not automatically reduce your membership training fees in these instances if a suitable substitute Dojo is available. Our classes also run during school and public holidays so there will be no changes to training fee payment schedules over these times. You can find copies of our class timetables at your local Dojo or via the TeamApp. (Ask your local instructor for more information)

If we reasonably consider that any change to the terms and conditions is likely to benefit you or be of no, or immaterial, detriment to you, we can make the change immediately and do not need to notify you.

For all other changes, we give you at least 30 days' notice, for instance by:

- Publishing them in a newsletter, TeamApp or on our website; or
- Placing a notice in the Dojo; or
- Calling you, sending an SMS or an email, using the contact information you last gave us.

If we suspend a dojo's operations or services, temporarily or permanently, we may send you a written notice offering you a transfer to another Dojo.

## **19. PRIVACY POLICY**

Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by GKR or the Biller in accordance with the provision of their Privacy Statements.

Further information can be found at our website at: <https://www.gkrkarate.com/privacy-policy/>.

### **MARKETING PERMISSIONS**

We sometimes film or photograph the Dojo so it is possible you will appear in the background. By entering into the Customer Agreement, you allow us to use your image in promotional and other related material.

GKR will use the contact details you have provided above to contact you from time to time about your membership. GKR related companies and companies we engage to perform services on our behalf, may also contact you from time to time both during and after your membership with information about fitness and wellness, promotions, special offers and other materials about GKR and related companies' service and products.

GKR will not provide your personal information or contact details to unrelated third parties. Depending on your preferences, you may be contacted in the following ways: mobile, email and/or SMS. You can change your mind at any time about receiving marketing materials by contacting GKR at [adminau@gkrkarate.com](mailto:adminau@gkrkarate.com).

## **20. ENTIRE AGREEMENT**

These terms and conditions, the Customer Agreement, and the Biller Service Agreement (if paying by Direct Debit), and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and agreement (express and implied) between the Member and GKR and supersedes and cancels any previous agreement, understanding and agreement relating thereto whether written or oral.