



NAKARMA

**Terms and Conditions**



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## About NAKARMA

NAKARMA is an inclusive and conscious community where everyone will feel comfortable no matter 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.

## 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](http://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

ABN: 51 087 323 297  
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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 organisation'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.



## TERMS AND CONDITIONS

Please read through the terms and conditions thoroughly before registering and purchasing our products and services.

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.

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 or SMS messages 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.
7. You agree to NAKARMA's Studio Etiquette as found on our website under BOOKINGS.
8. You understand that by purchasing membership or class passes (credits), you are bound by the terms of purchase.
9. All purchases are final. NAKARMA does not offer refunds on services or products for change of mind, injury, illness or change of address.
10. You agree to and understand, that it is your responsibility to cancel your attendance at class 6 hours prior to class commencing.
11. You agree to and understand, as a Class Pass holder that if do not cancel 6 hours prior to the class commencing a credit will be deducted from your account.
12. You agree and understand, as a holder of a 40 50 or 60 Membership Pass a credit will be deducted from your account and you will be charged an additional \$20 (Incl. GST) if the class has a waiting list and you do not attend.
13. 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.
14. For safety and security, on occasion when reception is unmanned that main door to the studio is locked and will OPEN 10min prior to a class commencing and CLOSE 2 min prior to the start of each class. No late entry is permitted.



15. 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!
16. NAKARMA is not responsible for the safekeeping of your belongings.
17. All passes and memberships are non-transferable and may not be shared.
18. There are further and more specific terms and conditions outlined below that relate to our Offers, Class Passes and 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.
19. 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, illness 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, illness or wrongful death, whether caused by negligence or otherwise.
20. 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. There are further and more specific terms and conditions that relate to our Intro Offers, Special Offers, Casual Pass, 5 Class Pass, 10 Class Pass, 20 Class Pass; 40, 50 & 60 Memberships. By purchasing any of these class 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.

## Class Passes (credits) and Membership

### *Intro Offers and Special Offers*

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

### *Casual Pass*

5. All **Casual Passes** expire in 7 Days from the date of purchase. It does not cover you for closures or public holidays and must be used in the time allocated.
6. This pass allows you to attend 1 regularly scheduled class, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.



7. No refunds, transfers, suspensions or extensions are offered on unused portions of the Casual Pass due to illness, injury, change of address or any other reason.

### *5 Class Pass*

8. All **5 Class Passes** expires 4 weeks from the date of purchase. It does not cover you for closures or public holidays and must be used in the time allocated.
9. This pass allows you to attend 5 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
10. 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*

11. All 10 Class Passes expire 16 weeks from the date of purchase and must be used in the time allocated. There is 6 weeks built into this pass to cover for closures, public holidays, sickness, holidays etc.
12. This pass allows you to attend 10 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
13. 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*

14. All 20 Class Passes expire 26 weeks from the date of purchase and must be used in the time allocated. There is 6 weeks built into this pass to cover for closures, public holidays, sickness, holidays etc
15. This pass allows you to attend 20 regularly scheduled classes, but excludes clinical classes, guest teachers, workshops, retreats, teacher training or other special events.
16. 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.

### *40 Membership (limited access)*

17. The **40 Membership** entitles the holder to **two (2) regularly scheduled classes per week**. Clinical classes, guest teachers, workshops, retreats, teacher training or other special events are excluded from this membership.
18. This contract will auto-renew every 12 weeks with \$80 being deducted from the nominated account fortnightly for 6 periods or until the expiry of the 12 week contract term. Payment will process at the time of purchase. Contract start date begins at the time of purchase with a 12 week commitment.
19. No refunds, transfers, suspensions or extensions are offered on unused portions of the **40 Membership** due to illness, injury, change of address or any other reason.



20. An additional charge of \$20 (incl of GST) applies to **40 Membership** if a class is wait listed and you do not attend class or cancel the class six (6) hours prior to class commencing.
21. Membership freezes are available once every six (6) months. Memberships can be frozen between 2-4 weeks. Contact the front desk to inquire about a membership freeze.

### *50 Membership (limited access)*

22. The **50 Membership** entitles the holder to **three (3) regularly scheduled classes per week**. Clinical classes, guest teachers, workshops, retreats, teacher training or other special events are excluded from this membership.
23. This contract will auto-renew every 12 weeks with \$100 being deducted from the nominated account fortnightly for 6 periods or until the expiry of the 12 week contracted term. Payment will process at the time of purchase. Contract start date begins at the time of purchase with a 12 week commitment.
24. No refunds, transfers, suspensions or extensions are offered on unused portions of the **50 Membership** due to illness, injury, change of address or any other reason.
25. An additional charge of \$20 (incl of GST) applies to **50 Membership** if a class is wait listed and you do not attend class or cancel the class 6 hours prior to class commencing.
26. Membership freezes are available once every six (6) months. Memberships can be frozen between 2-4 weeks. Contact the front desk to inquire about a membership freeze.

### *60 Membership (unlimited access)*

27. The **60 Membership** entitles the holder to **UNLIMITED regularly scheduled classes per week**. Clinical classes, guest teachers, workshops, retreats, teacher training or other special events are excluded from this membership.
28. This contract will auto-renew every 12 weeks with \$120 being deducted from the nominated account fortnightly for 6 periods or until the expiry of the 12 week contracted term. Payment will process at the time of purchase. Contract start date begins at the time of purchase with a 12 week commitment.
29. No refunds, transfers, suspensions or extensions are offered on unused portions of the **60 Membership** due to illness, injury, change of address or any other reason.
30. An additional charge of \$20 (incl of GST) applies to **60 Membership** if a class is wait listed and you do not attend class or cancel the class 6 hours prior to class commencing.
31. Membership freezes are available once every six (6) months. Memberships can be frozen between 2-4 weeks. Contact the front desk to inquire about a membership freeze.





## GENERAL TERMS for Membership (incl 40, 50 & 60 Membership)

32. The minimum term of a Membership is 12 weeks (**Minimum Term**).
33. The terms of a Membership commences on the date that you purchase the membership or such other date as is agreed by NAKARMA.
34. If you suspend your Membership during this initial period, the Minimum Term will be extended by the period of the suspension.
35. An additional charge of \$20 (incl of GST) applies to Membership if a class is waitlisted and you do not attend class or cancel the class prior.
36. 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.
37. You may suspend your Membership for up to once every six months. Memberships can be frozen between **2-4 weeks** by emailing us at [info@nakarma.com.au](mailto: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.
38. Should you cancel your Membership we do not guarantee that you will receive the same rate should you want to renew membership.
39. Membership fees will be charged to your credit card or bank account once per fortnight via a third-party biller.
40. From time to time, NAKARMA may increase its fees for Membership. Notice of any such increase will be provided at [www.nakarma.com.au](http://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.
41. 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.**
42. 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.
43. 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.
44. 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.



45. 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 **Membership** or attending any class using a **Membership**, you are deemed to have agreed to and signed the Stripe Terms.

## **EXTENSION CRITERIA - TERMS AND CONDITIONS**

46. **Intro Offers, Special Offers, Casual Class Passes, and Membership** are subject to the terms outlined in these terms and are excluded from extensions unless otherwise stated.

47. Class Passes are made up of multiple Credits ie 10 Class Pass has 10 credits.

48. Extensions exist to enable those suffering from illness, injury or who provide services to our sovereign nation, to hold their credits open for a predetermined period of time.

49. A holder of a class pass must in writing 7 Days prior to the class pass expiry date apply for an extension by emailing [admin@nakarma.com.au](mailto:admin@nakarma.com.au) with a reason for extension, providing any medical documentation to support the request.

50. Extensions to class passes will be considered on case-by-case basis on application.

51. In the event an extension is granted. All credit extensions will be charged at the difference of a 1 x full price credit (ie. \$28) and the price of the original discounted credit purchased (ie. 10 pass = \$20 per credit).

### **The Formula:**

(Full Price Class - Original discounted Credit Purchase price of 1 credit) x by the number of credits (remaining on the account) required for extension. **eg. (\$28-\$20) x 4 = \$32**

Credits will be available for use for the number of weeks totaling the credit multiple. Example: 10 Class Pass 4 credits required for extension - (\$28-\$20) x 4 = \$32 (incl GST) Credits available for use for up to 4 weeks before ending their expiry period.

52. Credit extension is available as a one off per Class Pass purchase.

53. Credits are not transferrable, refundable and cannot be shared.

54. Credits can only be extended if they meet the above conditions.

55. We are not obliged under our terms to extend or return credits for any reason including change of mind.

## **Contact Details**

NAKARMA

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