

FREAKS NZ MEMBERSHIP CONTRACT

WAIVER

In consideration of my being permitted to participate in Freaks Jiu Jitsu classes, I, the student (or parent/caregiver of a student), for myself, my heirs, executors, administrators, successors, assigns, and anyone else who may claim on my behalf, waive and forever release all claims, liability, and damages I may now or in the future have against Freaks NZ, its directors, officers, instructors, staff, and all persons acting under its authority (and their respective heirs, executors, administrators, successors, and assigns) arising from my involvement in or presence during classes, including but not limited to death, injury, property damage, or loss to my person or property of any kind, no matter how caused, including negligence or gross negligence, whether in whole or in part.

I will hold harmless and indemnify Freaks NZ against all third-party claims, demands, actions, damages, costs, and expenses.

HEALTH ACKNOWLEDGEMENT

I will advise Freaks NZ of any changes in my/my child's health conditions, and acknowledge that Freaks NZ will not be held liable if I/my child gets injured during training at Freaks NZ.

The required physical exertion may be strenuous and cause physical injury, and I, the student or parent/caregiver of the student, am fully aware of the risks and hazards involved.

Adult students: Your children are your responsibility at Freaks NZ and must be supervised at all times. Freaks NZ will not be held responsible for injury/harm to your child while they are accompanying you to our establishment and/or your training.

Medical emergencies: If you experience a medical emergency, contact 111 immediately. Freaks NZ cannot provide medical advice, diagnosis, treatment, or recommendations for any medical condition. Please consult your doctor or medical professional for any health concerns.

MEMBERSHIP TERMS AND CONDITIONS

OUR SERVICES

Freaks NZ will provide competent Jiu Jitsu instruction supervised by qualified personnel.

We are not responsible for any injuries that occur on or around our premises. In case of emergency, we will provide assistance and support to help you seek professional medical attention.

CODE OF CONDUCT

All students must abide by our code of conduct and gym etiquette. Violations may result in membership termination.

Competitors: Students who compete must represent Freaks NZ.

Conducting business within the gym: Students may not conduct any Brazilian Jiu Jitsu-related business within the gym, including the sale of merchandise.

Opening your own Jiu Jitsu gym: Black belt graduates may not open a gym within 10km of any Freaks NZ location.

NON-TRANSFERABLE MEMBERSHIPS

Memberships are non-transferable and cannot be shared among multiple students or family members. Each student is required to have their own membership.

MEMBERS OF OTHER JIU JITSU CLUBS

We allow adults/children to train at Freaks NZ even if they are enrolled in or registered with another Jiu Jitsu club, but we reserve the right to refuse membership at our discretion.

Certain classes (such as Competition Class) are exclusive to Freaks NZ members who represent Freaks NZ in competition.

CLASS TYPES

We may offer special classes, seminars, or workshops not included in your membership. These will be charged separately. We may also offer free trial passes from time to time.

AUTO-PAYMENT BILLING

All memberships require enrolment in our auto-payment direct debit system. Payments will be automatically withdrawn from your nominated bank account on your payment due date.

It is your responsibility to keep your bank account details up to date. Update your account if your bank details change or if you want to nominate a different account.

ACCOUNT INFO

It is your responsibility to keep your account up to date. You may receive an email or text message to inform you about account issues or payment problems, such as declined payments.

Please update your account as needed to minimise disruptions to your training and avoid late fees.

EMAIL ADDRESS AND COMMUNICATIONS

Valid email address is required for all membership registrations and communications. If your email address has changed, please send a request for us to update your account email.

We are not responsible if you miss an email regarding our gym, schedule, classes, payment info, or any other subject related to Freaks NZ or for any service or late fees that may apply.

LATE FEES, FAILED PAYMENTS, AND DELINQUENT MEMBERSHIPS

You may incur a late payment fee of \$11.50 from the direct debit company if your payment fails.

If your account payments are delinquent due to failed payments for any reasons, you will receive an email to notify you of such.

If you do not reply to any failed payment emails or phone calls, or communicate with us in-person, then we will send a final email within 7 days to warn you that we will terminate your membership from our system within the next 24 hours.

Your membership is only valid for 7 days after your last payment. Prices are subject to change if your membership is terminated and you need to register a new membership at the current membership rates.

You may be charged for any days you participated in training during any period your payment did not successfully process if you did not update your bank account details prior to your membership being dropped from our system.

We reserve the right to send any outstanding debts to a collection agency if there is no agreed upon resolution.

REFUND & ACCOUNT CREDIT POLICY

Refund requests are at Freaks NZ's discretion. If you have a payment concern, contact us and we will work with you to find a reasonable solution.

No refunds will be issued if you have violated our terms, code of conduct, or if your membership was terminated for disciplinary or safety reasons. In the event of a pandemic closure, Freaks NZ will not refund fees but will offer make-up classes upon reopening.

Approved refunds will be processed within 15 days of the refund agreement.

DEBT COLLECTION

Outstanding amounts will be sent to a debt collection agency. Any collection fees are your responsibility.

TEMPORARY MEMBERSHIP HOLD

Except in emergencies (e.g., serious injury), temporary membership holds require 14 days notice. Please email hello@freaksji.co.nz to request a hold.

While your membership is on hold, you will not be charged and cannot train or attend classes. Time on hold does not count toward your contract total time.

Hold period limits: Minimum 4 weeks, maximum 12 weeks.

Hold change request: If you need to return sooner or later than your original hold dates, email us to request new start and end dates.

MEMBERSHIP CANCELLATION

To cancel your membership, email hello@freaksji.co.nz at least 14 days prior to your desired cancellation date.

An early cancellation fee of \$200 applies if you cancel before you complete your 6 or 12 month contract.

If you request to cancel during a hold period and it's less than 14 days to your next payment, you will still be charged for that payment.

Your account will be updated within 48-72 hours of receiving your cancellation request.

After your membership is cancelled, you cannot attend any classes or continue to train at Freaks NZ.

Not attending classes does not cancel your membership. Without a formal cancellation request and confirmation, your membership will continue to auto-renew and charge your account.

Re-joining: If you return after cancellation, you must register a new membership at current rates. Any outstanding fees from your previous membership must be paid in full before you can re-join.

PROPERTY & SECURITY

Freaks NZ and its staff are not responsible for any theft, loss, or damage to personal property in or around the gym. Please store your belongings securely during class.

Theft and property damage are not tolerated. Anyone caught stealing or damaging property will be prosecuted and banned permanently.

MEDIA POLICY

Freaks NZ may photograph or film students on our premises and use this content for promotion, advertising, and publicity across all media. No compensation will be provided. Freaks NZ owns all rights to media content created on our premises.

You can request that we do not publish photos or videos of you, and we will respect your privacy when possible.

Students or visitors who wish to photograph or film others must request permission first.

PRIVACY POLICY

Freaks NZ does not sell or distribute your personal information to third parties. We use your information only for direct communications and within third-party systems we use to manage our business (e.g., membership management software).

We collect only the personal details necessary to communicate with you and manage your membership. If you have questions about how your information is handled, please email hello@freaksjj.co.nz.

Third-party services: We use software that collects and stores customer data. These providers have their own privacy and security policies. While we will provide support if a data breach occurs, Freaks NZ is not responsible for breaches, losses, or compensation related to third-party systems.

PUBLIC HOLIDAYS

Freaks NZ reserves the right to close on public holidays.

PRICING & SERVICE CHANGES

We reserve the right to change membership prices, class schedules, and promotional offers at any time. We will provide advance notice of price changes via email. Price changes will only apply to new charges after your current paid period ends.

Promotional offers may expire or be modified. We reserve the right to deny expired or inactive promotions.

Information on our website may be outdated. Please contact us to confirm current schedules, prices, and offers.

VIOLATION OF TERMS & CONDITIONS

Freaks NZ reserves the right to terminate any membership or ban anyone from the premises if they violate our terms, code of conduct, or other policies, or for safety or behavioural reasons. Termination decisions are final and cannot be disputed.

Terminated members remain responsible for all outstanding fees and charges related to their membership.

UPDATES TO TERMS & CONDITIONS

We reserve the right to modify these terms at any time. Significant changes will be communicated via email and/or on our website.

FREAKS NZ MEMBERSHIP FORM & DECLARATION

Name:

DOB:

Email:

Phone:

Address:

Emergency Contact:

Bank Account Name:

Bank Account Number:

____ - ____ - ____ - ____

Declaration: I (the student), have read and agree to the Freaks NZ Waiver and Membership Terms & Conditions.

Student Name:

Student or Parent/Caregiver Signature:

Date:

Membership Option (please circle)

Adult

12 Month: \$39 p/w

6month: \$44 p/w

Student (must show valid ID)

12 Month: \$30 p/w

6month: \$35 p/w