

## **K-Kore Pty Ltd Full Terms & Conditions**

*By creating an account you agree to become a client of K-Kore Pty Ltd. You should take time to read the full general client terms of use below to make sure that it fully reflects your expectations.*

The term K-Kore Pty Ltd or 'us' or 'our' or 'we' refers to K-Kore Pty Ltd. The term 'you' or 'your' refers to the website user.

You understand that classes may be physically strenuous and you voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death. You agree that neither you, your heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against K-Kore or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise. Each time you attend a class you represent and warrant that you are in good physical condition and know of no medical or other reason why you cannot or should not do passive or active exercise.

We will provide you with an instructional consultation with a staff member before using the facilities and services which you must attend before use. If you are ever not sure how to operate any equipment properly, please ask a staff member before you use it. We, including Owners and/or Trainers, reserve the right to restrict clients to a particular class type for safety reasons; and Owners and/or Trainers reserve the right to turn clients away if they do not have the correct medical clearance.

K-Kore in no way responsible for the safekeeping of your personal belongings and does not assume responsibility for any lost or stolen personal property. If you do become the victim of a theft, immediately report it to a K-Kore staff member.

Every possible effort is made to deliver classes and services on time as advertised. However, the schedule is subject to change or cancellation without notice. K-Kore is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason.

Trainers and classes are subject to change without notice. K-Kore reserves the right to cancel classes if necessary.

Cancellations/Rescheduling classes need to be made more than 8 hours prior to your class beginning (morning or evenings). We understand sometimes unforeseeable circumstances can arise, but we have to be strict, fair and consistent with all clients therefore NO exceptions will be made. Late cancellations will incur a lost session. Private sessions have a 24hr cancellation policy. If you do not cancel or reschedule your class outside of the 8 hour time frame or are a no show/absent from your class you will lose your session.

Out of consideration for the Trainer, other clients, and also for your own safety, the warm-up is an important aspect of each class. Please be aware that if you are more than 5 minutes late for a class, you may not be able to train.

If a class you want is fully booked please sign up for the waiting list. Due to our 8 hour cancellation policy there is movement in the classes. If a class is full and you would like to be added to the wait list, click on Sign Up and a new window will pop up asking if you want to be added to the wait list. Click "ok" if you do. You can see your wait list schedule on your schedule

tab, by clicking on the wait list link on the top right of your schedule page (if you have at least 1 waitlist). You can also cancel your waitlist class from this screen. If a spot opens up, the wait list system will automatically notify you by email of your confirmed spot. If a spot opens up less than 8 hours prior to the class start time, we may contact you via SMS/phone to see if you can make class but obviously this is not an automatic confirmation of a class spot.

### **Membership and other offers**

Our New Client Offer of 3 Classes (valid for 2 weeks) is only available to brand new clients of K-Kore. You can only purchase the New Client Offer once. The New Client Offer is non-refundable nor transferable and will activate from the date of your first class booking. All single class passes, and five and ten sessions packages expire in three months of the first activation of the pass. The minimum term for a weekly membership is 12 consecutive weeks.

After 12 consecutive weeks the membership will automatically continue on a weekly basis until K-Kore is advised by you via email only to terminate the membership. Seven days notice is required to process cancellations.

Membership fees will be charged to your credit card or bank account once per week via a third party biller. Fees for direct debit from a bank account will incur \$2.20 on the first week and \$1.10 for subsequent weeks. No additional fees are charged on credit card auto-debits.

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.

K-Kore 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. If an auto debit cannot be made for any reason, K-Kore may in its absolute discretion, process payment anytime after the due date upon receipt of sufficient monies in your account.

After the 12 consecutive week minimum term, membership may be suspended via a written request (via email only) for a minimum of one week (7 days) and a maximum of six weeks (or by negotiation). Suspensions must be made in 7 day increments only. I.e. 1 week, 2 weeks, 3 weeks, up to 6 weeks. K-Kore cannot pro-rate day usage. Seven days' notice prior to the suspension date request is required to process the suspension.

If auto-debit payments fail for 2 weeks or more, K-Kore may in its absolute discretion cancel the membership.

This waiver does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked Website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website.

You indemnify us and our related bodies corporate and our respective officers, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a failure by you (or by any person using your password or ID, whether or not you have authorised that person to use your password or ID) to comply with these waiver conditions.

By booking into a class you automatically agree to the above Terms & Conditions

## **General Website Terms of Use**

This website with URL address <https://www.kkore.com.au> is owned and operated by K-Kore Pty Ltd, ACN 612 487 340

The term K-Kore Pty Ltd or 'us' or 'our' or 'we' refers to K-Kore Pty Ltd, the owner of the website. The term 'you' or 'your' refers to the website user.

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

You must not access or use the Website (a) in a way that violates these terms and conditions, (b) for unlawful activities or purposes, (c) in a way that is fraudulent, inaccurate, false, misleading or deceptive, (d) in a way that violates any applicable law (including, without limitation, applicable privacy laws) or (e) in a way that infringes the rights (including our intellectual property rights) of any other person.

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure.

Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## **Copyright and IP Terms**

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K-Kore Pty Ltd takes protection of its intellectual property rights very seriously. Unless otherwise stated, all copyrights, trademarks and other proprietary rights subsisting in [www.kkore.com.au](http://www.kkore.com.au) (Site) and content in the Site, services, programs, brochures, flyers, products, text, graphic, photographs, videos, design elements, and all other materials originated or used by K-Kore on the Site or elsewhere are reserved to K-Kore Pty Ltd and where applicable, its licensors. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation only. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express written consent of K-Kore Pty Ltd. For the avoidance of doubt, cameras and video recorders are strictly prohibited in any K-Kore studio without the express consent of K-Kore Pty Ltd.