

Hakea Wellness Membership Terms and Conditions

Effective Date: 23rd April 2025

Last Updated: 23rd April 2025

Welcome to **Hakea Wellness**! These Membership Terms and Conditions ("Terms") apply to all members ("Members," "you," "your") who join Hakea Wellness to access our services, including Pilates Reformer classes, Contrast Therapy, and other wellness services. By purchasing a membership or using our services, you agree to comply with these Terms.

1. Membership Eligibility

To become a member of Hakea Wellness, you must:

- Be at least 18 years of age or have the consent of a parent or guardian if under 18.
 - Be in good health and able to participate in our services. If you have any medical conditions, please consult with your healthcare provider before participating.
 - Complete the required membership registration, providing accurate and up-to-date information.
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2. Membership Types and Fees

- Membership types and associated fees are available on our website. The membership fee is charged weekly, unless otherwise specified.
 - All fees are in Australian Dollars (AUD) and are subject to change. You will be notified of any changes in fees prior to your next billing cycle.
 - Payments are due at the beginning of each membership period. By signing up for a membership, you authorize Hakea Wellness to charge your chosen payment method automatically.
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3. Access and Use of Services

As a member, you are entitled to access the following services, subject to availability and any restrictions set by Hakea Wellness:

- **Pilates Reformer Classes:** Participation in group or individual Pilates Reformer classes as per the membership plan.

- **Contrast Therapy:** Use of contrast therapy facilities, including ice baths and saunas, based on membership access.
 - **Other Wellness Services:** Access to additional wellness services, as outlined by Hakea Wellness.
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4. Health and Fitness Disclaimer

By becoming a member of Hakea Wellness, you acknowledge and agree that:

- It is your responsibility to ensure that you are in good health and capable of participating in any fitness or wellness activities. You are encouraged to consult a medical professional before engaging in any physical activity or wellness treatment.
 - You agree to disclose any medical conditions that may affect your ability to participate in our services, including but not limited to heart disease, high or low blood pressure, respiratory conditions, pregnancy, or other health concerns.
 - You agree to follow all instructions and safety guidelines provided by Hakea Wellness staff.
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5. Membership Cancellation and Refund Policy

- You may cancel your membership at any time with 2 weeks notice. To cancel, please contact Hakea Wellness via email at hello@hakeawellness.com.au.
 - All cancellations must be made in writing, and no cancellations will be processed until received by our team.
 - No refunds will be issued for partial months or services already used, and membership fees are non-transferable.
 - If you are on a special offer or promotional plan, cancellation terms may vary. Refer to the specific offer details for more information.
 - Memberships cannot be cancelled within the agreed minimum term unless under exceptional circumstances, which will be assessed on a case-by-case basis with management. Early cancellations may incur applicable fees.
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6. Booking and Cancellation Policy

Class Bookings

- All classes must be booked via our App or Website – bookings cannot be made over the phone
- Bookings can be made up to 7 days in advance, subject to availability
- Payment must be made for booking to be secured

Cancellations and No Shows

- Cancellations must be made more than 2 hours ahead of class time. Any cancellations done less than 2 hours prior to class start time are considered a late cancellation and you will be charged the class credit and a \$10 fee.
- If you are booked in for a class and do not attend, this will be classified as a no show and you will be charged the class credit as well as a \$15 no show fee.
- We understand that emergencies happen – in genuine cases, please reach out to our team and we will do our best to assist.

Waitlists

- If a class is full, you may join the waitlist.
- If a spot becomes available more than 2 hours before the commencement of class, and you are first on the waitlist, you will be automatically moved into the class.
- If you can no longer make the class but are still on the waitlist, please remove yourself from the class to allow for another member on the waitlist to potentially make the class.

Late Arrival

- Please arrive at least 5 minute before class starts.
- For safety and class flow, late arrivals may not be permitted to join and will be considered a no-show and charged accordingly.

7. Code of Conduct

As a member of Hakea Wellness, you are expected to:

- Respect other members and staff at all times.
- Adhere to Hakea Wellness's **Code of Conduct** and all safety guidelines.

- Maintain appropriate hygiene and personal cleanliness, including showering before entering the sauna or ice bath.
- Wear appropriate attire during classes and in wellness areas (nudity is not permitted).
- Care for the equipment and facilities provided by Hakea Wellness.
- Refrain from using any prohibited substances, including drugs or alcohol, on the premises.

Failure to adhere to these standards may result in termination of your membership.

8. Privacy and Data Protection

Hakea Wellness is committed to protecting your privacy. By becoming a member, you consent to the collection, storage, and use of your personal data in accordance with our **Privacy Policy**.

We will use your information for the purpose of managing your membership, processing payments, and improving our services. For more information, please review our Privacy Policy.

9. Liability and Assumption of Risk

By using the services of Hakea Wellness, you acknowledge and agree that:

- You assume full responsibility for any injury, illness, or damage that may result from your participation in activities or use of our facilities.
 - Hakea Wellness is not liable for any personal injury, loss, or damage to personal belongings while on our premises, unless caused by negligence or misconduct on the part of Hakea Wellness or its employees.
 - You agree to comply with all safety guidelines and instructions provided by our staff.
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10. Changes to Membership Terms

Hakea Wellness reserves the right to modify or update these Terms at any time. Any changes will be communicated to you via email or posted on our website. Continued use of our services after such modifications will constitute your acceptance of the updated Terms.

11. Termination of Membership

Hakea Wellness reserves the right to suspend or terminate your membership for any of the following reasons:

- Violation of the **Code of Conduct** or any other membership guidelines.
- Failure to make payments in accordance with the payment terms.
- Any behavior deemed disruptive or harmful to the health, safety, or well-being of other members or staff.

In the event of termination, no refund will be issued, and access to services will be revoked immediately.

12. Feedback and Dispute Resolution

We value your feedback and encourage open communication. If you have any concerns or complaints about your membership or the services provided, please contact us at hello@hakeawellness.com.au. We will make every effort to address your concerns promptly.

13. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes arising from your membership or use of our services will be resolved in the appropriate courts in New South Wales.

14. Acknowledgement

By signing up for a membership, you acknowledge that you have read, understood, and agree to the Terms and Conditions outlined above.

Contact Us

For any questions or further information regarding our Membership Terms and Conditions, please contact us:

Hakea Wellness

Ground Floor, Aquafit Health Fitness Wellbeing,
Old Menangle Rd, Campbelltown

Email: hello@hakeawellness.com.au

Phone: 46 297 297

