OPTIMUM MARTIAL ARTS ACADEMY

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&
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Martial Arts Terms of Service - 29th June 2026

Welcome to Optimum Martial Arts Academy!

We look forward to working with you on the road to achieving your goals. The following "Martial Arts Terms of Service" outline:

- **Our duty of care, liability to you, and privacy policy.**
- **Your duty of disclosure & informed consent to us.**
- **A list of things you will need to bring to in-person training sessions.**
- **Definitions of subscriptions and payment methods.**
- **The conditions outlining payments, cancellations, and re-booking policies.**

Before engaging any of our services, you will be required to sign and provide to us either a paper hardcopy or electronic version of this document. By signing and providing to us said paper hardcopy or electronic version of this document you agree to abide by the included "Terms of Service", and by default any future amendments to them. These "Terms of Service" are designed to provide a safe and happy training environment for both students and instructors, and it is in everyone's best interests to abide by them, so please be respectful of other people's rights and feelings, and adhere to these rules of conduct.

The terms and conditions in this document supersede all previous versions and are valid from Monday 29th June 2026. Neal Elliott / Chris Russell / Optimum Martial Arts Academy / Optimum Fighting Concepts / The Optimum Zone / Optimum Fitness Concepts and any of our related businesses may be referred to in this document / web page either by name or as "OMAA", "OFC", "we", "us", "our", the "provider", the "trainer", or the "instructor".

You, the student, parent, or guardian, may be referred to in this document / web page as "you", the "student", the "client", the "customer", the "parent", the "guardian", the "applicant", or any variant of those terms, or any other commonly recognised term implying a person, or their children or legal wards, that are currently utilising or has previously utilised the services of a business or school.

The terms "lesson" and "session" are also interchangeable in this document.
The most current version of this document is always available for viewing or download on our website.

1) You (the student, parent, or guardian's) Duty of Disclosure to Us

- You declare that you have fully read, understood, and filled out both the Martial Arts Membership Application form, and this document, as honestly and as completely as you are able.
- You have disclosed any and all information that is relevant to you or your child's ability to participate in martial arts training or an exercise program to Neal Elliott / Optimum Martial Arts Academy / Optimum Fighting Concepts / Optimum Fitness Concepts / The Optimum Zone / Chri Russell or any of their authorised agents or associates thereof.

2) Your (the student, parent, or guardian) Acknowledgement of Risk & Disclaimer

- **You declare that you are aware that all forms of martial arts training and exercise carry a potential risk**, and that although Neal Elliott / Optimum Martial Arts Academy / Optimum Fighting Concepts / Optimum Fitness Concepts / The Optimum Zone / Chris Russell and any of their authorised agents or associates thereof will take all reasonable care to ensure that no injuries occur, you understand that it is still possible to incur injuries whilst participating in any type of martial arts lessons or training, exercise sessions, or exercise programs.
- **You therefore declare that you understand and agree** that the owners, staff, instructors / trainers, and venue providers, including but not limited to:
    - Neal Elliott / Chris Russell / Optimum Martial Arts Academy / Optimum Fighting Concepts and;
    - Any of the above's employees, agents, or associates, (who will take all reasonable care and attention)
- Will **NOT** be liable for any injury, illness, or loss of property, whether caused by accident or neglect during the course of **ANY** type of martial arts training, fitness training, exercise program, or nutrition plan with Neal Elliott, Chris Russell, Optimum Martial Arts Academy, Optimum Fighting Concepts, Optimum Fitness Concepts or any of their employees and agents or associates. This is understood and agreed to whether the above services and/or products are delivered during a face-to-face in-person supervised lesson, or if you or your child are following a written or online martial arts or exercise program, with or without supervision.

3) Basic Requirements

- Please bring a full-size towel and water bottle to every workout.
- Please make sure you are wearing appropriate clothing & shoes to any training session. (Black t-shirt & pants.)
- Please bring any medications you may need during or after training (i.e. asthma inhalers, insulin, adrenaline etc.)

4) Student Etiquette

- Students should always address any martial arts class instructor, other martial arts class student, or visitor politely and with respect. (The senior instructor's title is "Sifu", it simply means "teacher". A male assistant instructor's title is "Si Hing", which means "older brother". A female assistant instructor's title is "Si Jia", or "older sister".)
- Always be as on time as possible for any group class, or private lesson unless prior arrangement has been made.
- Students ***MUST*** always retain control of their temper. Temper tantrums or angry, aggressive behaviour towards other students, instructors, or other persons using the training facility will ***NOT*** be tolerated. Students who display poor temper or behave inappropriately will be asked to leave and will not be permitted to return to classes.
- To keep technique standards high please ***DO NOT*** try to teach any other students without prior permission from the class instructor, and then only do so on that occasion.

5) Payments

The following conditions are designed to ensure fairness in all aspects of session management and business transactions for both parties. Payments for products and services purchased from Optimum Martial Arts Academy are processed in the following way.

- All prices advertised, listed, or quoted are in Australian dollars (AUD) and **INCLUDE GST at 10%.**
- There are **NO CASH PAYMENTS**. All martial arts classes and personal training product packages must be paid for in advance by a credit / debit card payment or Electronic Funds Transfer (EFT) of some kind.
- For recurring subscription auto debits, you will be debited the advertised amount(s) for martial arts classes and / or personal training at the amount(s) and intervals that are specified in the price list document for the product you have purchased. (Or alternative amount(s) and interval(s) agreed to in writing by both parties.)
- The specific payment amounts and intervals for each product or service are detailed on the purchase page (if applicable), and in the "Price List" documents.
- You (the student, parent, or guardian) agree to pay the full advertised amount for the product(s) and/or service(s) you are purchasing. (For example, a weekly Martial Arts Group Class subscription etc.) You authorise Neal Elliott / OMAA (or any other entity nominated by us) to bill you on the basis described in the above points.
- There are no refunds for unused, forfeited, or expired packages of services or products.

6) How To Pay For Your Classes

We have 3 ways to pay. You can choose whichever suits you best.

1) A weekly subscription payment
2) A Multi-Class Pass
3) Pay per visit casual rate

Student or Guardian's Initials

All of these must be paid for electronically. In other words, we don't accept cash payments. The reason we don't accept cash payments is to avoid any issues with the Australian Taxation Office. Electronic transfers leave a clear money trail.

UNDERSTANDING THE DIFFERENT PAYMENT METHODS

The key to choosing the payment method that suits you best is understanding what the different strengths and weaknesses of each method are, and how they relate to your lifestyle and needs.

FIRST - WHAT IS A "SUBSCRIPTION"?

A weekly subscription payment is by far the cheapest method of paying for classes we provide, even if you have to take more time off than the 2 weeks "Time-Freeze" that we offer. This is particularly true for people doing more than one class per week, or if you have more than one family member doing classes with us.

Our definition of what a subscription is:

A subscription is an agreement between us (the provider), and you (the customer), in which you will receive a regular service (the right to access up to a certain number of group classes per week), and you will provide payment for that right of access for a one-year period.

In return, because you have committed to a 12 month period you are given a significant discount over the other two payment options.

So PLEASE NOTE:

With a subscription you are paying a weekly fee for the membership **TIME FRAME (12 months).**
You are **NOT** paying per class, or whether you actually attended the classes that are available in that time frame.

Cancelling a Subscription

If you need to stop participating in classes you can cancel your subscription without penalty. For example, if you need to leave after 6 months for some reason we won't continue to charge you for the full 12 months.

However, although you can cancel your subscription at any time, there is a minimum time frame between when you cancel and when you can rejoin directly on another subscription. Subscriptions **cannot** be paused for more than the included two week "Time-Freeze" period. If you have cancelled a subscription and then decide you want to return to classes before that time frame has passed, you will be asked to purchase an interim Multi-Class Pass before you can start a new subscription.

This is to stop people from cheating the system and just stopping and starting subscriptions whenever they feel like it. That's not what this payment model is for. The number of classes on the pass you're offered when you return will be determined by your time away, and how often you want to do a class each week when you return.

So as long as you follow the rules you can cancel at any time if you need an extended break, and you won't be charged a cancellation fee of any kind.

Foundation Pricing

Like any other business we periodically increase our rates slightly to keep up with inflation and cost of living. Your "Foundation Price" is the price you started paying when you first joined. Generally, as a gift to you for your loyalty we don't increase the price of your subscription when we increase our prices as long as your subscription stays active, and is paid for on time each week without defaulting. (i.e. payment failure)

But if you cancel your subscription, or your payment has failed for any reason, you will lose your foundation price. If the price of a subscription has increased since you first joined, when you rejoin you will be rejoining at the current rate, not your original foundation price.

If you feel that this is not the best payment system for you, then one of other options may suit you better.

The Discounted "Pay By The Class" Option - MULTI-CLASS PASSES:

This is a true "pay-by-the class" payment method. Put simply, you can buy anywhere from 1 to 20 classes in advance, and we create a digital pass similar to a rewards punch card or stamp card you might get at a coffee shop. Each time you come to class we just take one of the classes off until they are all gone.

The disadvantages are:

1) You have to pay for all of the classes on the pass up-front in advance.
2) Although you're still getting a per-class discount, each class costs more than the standard once a week subscription, which is currently $27. Each class on a pass costs $32 regardless of how many classes are on the pass.

The advantages are:

1) You are still getting a discount off the full class price because you are committing to more than one class.
2) You get more time to use the classes on a pass than with a subscription. For every class on a pass you get double that in weeks to use them. So if you buy 10 classes you get 20 weeks to use them.

Student or Guardian's Initials

PAY AS YOU GO CASUAL VISITS - $38 PER CLASS

This is the **true cost** of a single class! You just pay by Tap & Go each time you come to class.

7) Group Classes

- Group classes are run at pre-set times each week, and for our **BARDIA** location must be booked in advance.
- The standard subscription rate for a single once a week 30 to 60 minute group class is $27 per week auto debited.
- There are no refunds for unused, forfeited, or expired lessons on group class subscription or pass payments.
- All of the weekly payment subscriptions come with a **MAXIMUM of 2 weeks time-freeze** to pause payments for things like holidays or illness.

8) Private Lesson Base Rates*

Number of People	*Cost per Person*	*Total Cost*
1 Person (60 min)	$114	$114
2 People (60 min)	$79	$158
3 People (60 min)	$63	$189
4 People (60 min)	$53	$212

Travel Time Fees
Private lessons at any location other than the school headquarters will be charged the same rate as "in school" classes but will also incur a travel fee of $25 per ¼ hour of travel time. The travel fee is charged in minimum ¼ hour lots for both directions to and from classes. Therefore, up to 15 minutes travel time will cost an additional $25, 15 to 30 minutes travel time will cost an additional $50 etc.

* The more private lessons you commit to and purchase the cheaper each lesson becomes. See our website for a detailed breakdown of "multi-pack" prices.

9) Private Lesson Cancellations & Re-Bookings

Cancellation fees for private lessons are charged in the following way:

1 Hour & 45 Minute Lessons	More than 24 hours in advance	→	No Cancellation Fee
	Between 24 and 8 hours	→	50%
	Under 8 hours	→	100%
	No Show Fee	→	100%
30 Minute Lessons	More than 24 hours in advance	→	No Cancellation Fee
	Under 24 hours	→	100%
	No Show Fee	→	100%
Shared Lessons	More than 24 hours in advance	→	No Cancellation Fee
	Under 24 hours	→	100% of your share of the payment
	No Show Fee	→	100% of your share of the payment

10) Re-booking Private Martial Arts Lessons & Personal Training

If you have to cancel a private martial arts lesson within the 24-hour time limit, you can try to re-schedule it in the same working week (Monday to Saturday) that it was originally booked at no extra charge *providing a mutually suitable time slot is available for both the instructor and the student*. In the event a lesson cannot be re-scheduled in the same working week the cancellation fees as set out above will apply.

If the instructor must cancel or re-book a private lesson, they will endeavour to give the student as much notice as possible, and the lesson(s) can then be re-booked by the student at any mutually suitable time in the future. If the lesson(s) cannot be rebooked in the current working week any fees already paid in advance by the student will be rolled over to the next lesson(s) booked, and the appropriate amount will be deducted from those lesson(s) fees. If an instructor fails to show up for a private lesson without notice or is overly late* without notice, then the student will receive that private lesson (or a replacement lesson) for free and will not be charged for it. Any amount paid in advance for said lesson can be credited to an additional private lesson the student can redeem within 4 weeks of the instructor's no-show lesson.

* Overly late is defined as more than 3 minutes late for a 30-minute lesson, more than 4.5 minutes late for a 45-minute lesson, & more than 6 minutes late for a 1-hour lesson. If you have a mobile phone, please check it for messages before all of your lessons.

11) Public & Private Holidays & Holiday Period Cancellations

For 7 days before, and 7 days after any standard Australian holiday times a special set of cancellation terms will be in effect for any private lesson or personal training bookings within that timeframe. Common public holiday times such as Christmas, New Year, and Easter etc, as well as private vacation time taken by the instructor(s) are included in this definition. The instructors will notify all current students (i.e. people that have participated in group classes, semi-private, or private lessons within the previous 6 weeks) at least 2 weeks in advance when they will be taking any private vacation time off.

From 7 Days Before A Holiday	• All cancelled private lessons carry a 100% cancellation fee regardless of when they were cancelled! • All students must pay the balance of any cancellation fees to the instructor *before* the instructor leaves for their holiday. • Further lessons will not be booked until after the student's account is fully paid and up to date.
Up To 7 Days After A Holiday	• All cancelled lessons carry a 100% cancellation fee regardless of when they were cancelled. • Further lessons will not be booked until after the student's account is fully paid and up to date.

12) The "No Show" Fee

A ***100% "No Show" cancellation fee*** also applies to students failing to attend both booked private lessons and group classes without giving notice.

13) Sundays & Public Holidays Bookings

Sundays & public holidays may also be available for booking private lessons, but a 50% surcharge applies to Sundays, and a 100% surcharge applies on public holidays for all lessons booked on these days.

Student or Guardian's Initials

14) Class Safety & Effectiveness

a) Hygiene

- Students must bring a full-size towel to every class and use it to clean up excess sweat, and to lie on when working on the floor.
- In the interests of hygiene, personal comfort, safety and practicality, protective equipment provided by Optimum Martial Arts Academy such as bag and sparring gloves, focus mitts, or any other such equipment MUST NOT be used by more than one student each day.
- All equipment provided by Optimum Martial Arts Academy must be disinfected with the provided disinfectant after the student has finished using it. This includes bags, gloves, focus pads, kick shields, the wooden dummy or any other equipment or surface where skin/sweat/blood/saliva or any other bodily fluid contact has been made.

b) Student & Instructor Safety

- For safety reasons no student may spar or grapple with any other student without the permission and supervision of the class instructor, or if directed so by an instructor, under the supervision of a more senior student. And then only on that occasion.
- Students should not spar within 2 metres of potentially dangerous surfaces such as windows or mirrors or any other object that could result in injury if contact occurs.

c) Training Equipment

- Regular students must purchase and use their own training equipment. No student may borrow equipment off another student at any time. If you forget to bring your own equipment, you may borrow studio equipment. If you use studio equipment rules 2 & 3 from the hygiene section above apply.
- Suitable protective equipment must be brought to each class and worn when involved in any contact situation with other people. The following table outlines what equipment is not necessary (-), optional (O), or compulsory (✓), for the various levels of activity.

Equipment → / Activity ↓	*mouth guard*	*groin guard (Males)*	*head gear*	*12oz boxing gloves*	*forearm guards*	*elbow pads*	*breast guard (Ladies)*	*body guard*	*knee pads*	*shin guards*	*full foot guards*	*bag gloves*	*hand wraps*	*focus mitts (2)*
Holding Focus Mitts	O	O	-	-	O	-	-	-	-	-	-	-	-	✓
Striking Focus Mitts & Bags etc.	O	O	-	-	-	-	-	-	-	-	-	✓	✓	-
Partner Fighting Drills	O	O	-	O	O	O	O	O	O	O	O	O	-	-
Sparring Light Contact	✓	✓	O	✓	✓	O	✓	O	O	✓	✓	-	-	-
Sparring Full Contact	✓	✓	✓	✓	✓	✓	✓	O	✓	✓	✓	-	-	-
Sparring Advanced Level	✓	✓	O	✓	O	O	✓	O	O	O	✓	-	-	-

OUR PRIVACY POLICY STATEMENT

Neal Elliott / Optimum Martial Arts Academy / Optimum Fighting Concepts / Optimum Fitness Concepts / The Optimum Zone / Chris Russell and our related businesses (referred to in the following section of this web page / document either by name or as “OMAA”, “we”, “us” or “our”) recognise that your privacy is very important, and we are committed to protecting any personal information we collect from you. The Privacy Act 1988 (Australia) governs the way in which we manage your personal information. This policy statement describes how we collect, use, disclose, and otherwise manage personal information about you.

A) COLLECTION OF PERSONAL INFORMATION

Types of Information Collected

In order to provide you with the most appropriate services and products we will need to collect and hold some personal information about you. That is, information that can identify you, and is relevant to providing you with the services or products you want. This personal information may include details such as your name, age, sex, gender identity, contact information, medical history and current medical conditions, contact details of relatives of friends, and what products and services you are interested in or require more information about. We may also request your preferences for receiving further marketing or promotional material.

The choice of how much information you provide to us is yours. However, we need this information to:

- Process your request for a product or service and then provide that product or service to you.
- Improve the quality of our products and services.
- Assist you in determining which products and services best meet your needs.

Student or Guardian’s Initials

Methods of Collection

Personal information will generally be collected directly from you through the use of any of our standard forms, over the internet, via email or messaging, or through a telephone / video call conversation with you. We may also collect personal information about you from third parties acting with your consent on your behalf (for instance relatives or agents).

Purpose of Collection

The personal information that we collect and hold about you, depends on your interaction with us. Generally, we collect, use, and hold your personal information for the purposes of:

- Providing our products and / or services to you.
- Providing you with newsletters, information, and other communications.
- Providing you with information about other services that we offer that may be of interest to you.
- Involving you in promotions and other initiatives undertaken by us.
- Facilitating our internal business operations, including the fulfilment of any legal requirements.
- Analysing our services and customer needs with a view to improving those services.

Failure to Provide Necessary or Accurate Information

If the personal information you provide to us is incomplete or inaccurate, we will be unable to effectively provide you with the services you are seeking.

Internet Users

If you access our website or app, we may collect additional personal information about you in the form of your IP address or domain name. Our website or app may use cookies from time to time. The main purpose of cookies is to identify users and to prepare customised web pages for them. We may collect and store information about your visit to our website or app including:

- The name of the domain from which you accessed the internet.
- The date and time you accessed the website or app.
- The internet address of the website from which you linked directly to our website or app.
- The pages you accessed while visiting our website, and your activities whilst using our app.

This information does not in itself identify you and is only used to measure the number of visitors to the website and how it was navigated, and to analyse how people are using our app. This information assists us to make our website and app more useful to you.

B) Security of Your Information

Generally, we only use or disclose personal information about you for the purposes for which it was collected (as set out above). We will **NOT** release your name in connection with any information you provide without your permission unless we are forced to do so by an authorised law enforcement agency or government department.

We store the personal information we collect from you in different ways, including in paper and electronic format. We take reasonable steps to ensure the security of all information we collect from risks such as loss, unauthorised access or use, destruction, modification, or disclosure of data.

However, no data transmission over the internet or information stored on servers accessible through the internet can be guaranteed to be fully secure. These activities are undertaken at your own risk, and we cannot be held responsible for data breaches where your information is taken from third parties that provide hardware and / or software for the transmission of your data such as Apple, Google, Microsoft, or any other technology provider that transmits and / or stores data.

C) Links to Other Websites

Our website or app may contain links to other websites or apps. We are not responsible for the privacy practices or content of those linked websites. It is your responsibility to investigate the privacy policies of those other sites.

D) Changes to This Privacy Statement

This privacy policy may change from time to time particularly as new laws, regulations, and industry codes are introduced.

If you have any questions, please use the contact details as found on our website or in the letterhead of this document. Thank you for taking the time to read our Privacy Statement.

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Students 18 years old or more, or legal guardians of children under the age of 18 please sign and initial below to confirm that you have read, understood, and agree to abide by the terms and conditions set out in this document. When a guardian signs this document, it implies by default that their child(ren) will adhere to this document's rules of conduct.

All Student's Names (Please PRINT / TYPE the full name of all students)	Parent / Guardian's Name (Please Print) Student or Guardians Signature	/ / Date	Student or Guardian's Initials