



Flow Sparring Agreement

Last updated April 2026

1. General Terms and Conditions

1.1 By submitting and completing your personal information and electronically accepting this agreement or utilizing The Company facilities for its intended purpose, you confirm that you have read, understood, and agree to be bound by this Flow Sparring Agreement.

1.2 This agreement is made of the terms outlined in this form, the terms and conditions, Flow Sparring Rules, Privacy Policy. This agreement along with your Member Form are essential documents forming your contract with The Company.

1.3 Again, please read through the entire agreement carefully to ensure that this is a fair and reasonable agreement. Please ask us or seek advice if you are unsure whether any terms you may rely on form part of this agreement.

2. Definitions

The following definitions have the corresponding meanings.

Agreement: as set out in clause 3.1.

Application Form: means the form completed by or on behalf of a member relating to the application for services at Flow Sparring.

Base Flow Sparring Location: The location you sign up for your initial engagement as per Schedule 1 of this Agreement.

Billing Account: The account or credit card details nominated by the Member on the Member Form.

Block Out Dates: Dates that Flow Sparring does not permit Members to suspend their Membership and Service Fees. Block Out Dates are from the 20th December to 4th January (inclusive) per annum.

Casual: Casual passes or packages, provide you payment for your relevant class or a maximum of 90minutes of open mat or mixed open mat services.

Content: Any information previously provided by you to Flow Sparring (including any photographs or other content).

Direct Debit or Credit Card Authority: The Member Form includes a request to permit The Company's third-party payment provider to make deductions from the direct debit or credit card account for payments of the Service Fees as per a Member's Billing Account.



Engagement type(s): As per Schedule 1, the type of service that has been purchased for Flow Sparring to provide you with. For example, Flow Sparring Striking Only, Flow Sparring Female Only etc.

Equipment: All equipment in a Flow Sparring Location.

Flow Sparring Policies: Any policy included to ensure fair, safe and reasonable practices are carried out by all parties throughout their engagement with Flow Sparring; policies are readily available via the Flow Sparring App.

Flow Sparring Rules: Any rules that apply to a Flow Sparring Location as notified to a Member.

GST: Any applicable goods and services tax, value-added tax, harmonised sales tax or such other analogous tax applicable to consideration paid under this Agreement.

Losses: Expenses, costs, liabilities, claims, actions, proceedings, demands, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death).

Member: A member of any Flow Sparring for the purposes of this Agreement, includes references to you (the purchaser) and includes the intended person engaging in services if they are under 18 years of age and therefore rely on a parent or guardian to make purchases on their behalf.

Membership Suspension: A period of up to four (4) weeks but not less than one (1) week. Additional weeks can be processed for a small administrative fee of \$5 per week. Membership suspension require a set start and end date for the period and must not exceed a total of six (6) months across any calendar year (1 January to 31 December).

Parties: All those engaged in this agreement, The Company and The Member and/or their relevant legal guardian if the member is under 18 years of age.

Personnel: Any officer, director, employee, agent, contractor or volunteer.

Privates: All privates purchased are paid for at point of sale as single sessions or packages, expiry dates and prices are as displayed at point of sale. They provide you with a session with a coach for dedicated period of time reflective of the selected service.

Recordings: photographs or audio or video recordings containing the image, voice or likeness of a Member.



Trial Questionnaire/Member Form: The questionnaire completed by the Member stating the member's personal details, physical and medical history and acceptance to engage with The Company.

Sign Up Fee: An additional one-off payment processed to secure Membership to the value chosen by Flow Sparring as displayed internally at Point of Sale

3. Your application

3.1 This Flow Sparring Agreement contains terms and conditions, waiver, Flow Sparring Rules, and Privacy Policy together. It works in conjunction with the Trial Questionnaire/Member Form to make up a legally binding agreement between MJJ People Ops, trading as Flow Sparring, and yourself as the member (the "Agreement"). For the purpose of a membership, an additional document will be provided as part of the signing process for signature and review.

3.2 You acknowledge that you have not relied on any representations made to you before or at the time of entering this Agreement.

3.3 Submission of the Member Form does not guarantee your Engagement Type(s) commences. The Company reserves the right to reject any Member Form, or otherwise restrict, suspend or terminate an existing engagement including in circumstances where The Company is of the reasonable opinion that you are unfit to partake in the activities offered by The Company. You may be required to provide a medical certificate to the Company confirming that you are fit to train before engagement can be granted or reinstated.

3.4 You acknowledge that you must complete the Member Form to the satisfaction of The Company before partaking in the activities offered.

3.5 The Company holds, so far as a provision of this Agreement is for the benefit of a third party, that provision on trust in respect of that third party. You acknowledge that The Company may enforce any such provision on behalf of that third party.

4. Payments, Services and Cancellations

4.1 The payment of your Service Fees (and any applicable fees payable to Flow Sparring's third-party payment provider) reflect your Engagement Type(s) and will be processed as per your Billing Account details, in the amount and frequency confirmed at point of sale.

4.2 The Company may cancel, restrict, suspend or terminate your Engagement Type(s) for any of the reasons set out in clause 4.31



4.3 A Member's Engagement Type(s) commences on the date that the Member enters into this Agreement, or in the case where a Member signs up to a new Flow Sparring Location that is not yet trading, on the date of opening of that Flow Sparring Location.

4.4 To the extent permitted by law, you acknowledge and agree that Service Fees are non-refundable (unless clause 4.27 is cooling off is exercised), including for the avoidance of doubt, instances of non-usage.

4.5 The Company operates with payment of the Service Fee to be made by way of electronic transactions from a Member's Billing Account or as a one-time payment for services in advance. The Company uses a third-party direct debit provider, and Members are required to provide the Direct Debit or Credit Card details to allow deductions from your Billing Account where required.

4.6 The Company may recover from you any merchant or other fees The Company may incur because of any costs incurred by or charged to The Company as a result of your method of payment.

4.7 The Company reserves the right to charge you a reasonable processing fee being the reprocessing fee in the event of dishonoured payment.

4.8 In Australia (as required by law), if an individual changes their mind after purchasing a service with The Company, a 7 day cooling off period applies. To be effective, you must notify The Company in writing at any time during their cooling off period. If an individual exercises the right to cool off, they will be charged for any services or products already supplied but the Service Fees will be refunded.

4.9 The Company reserves the right to immediately restrict, suspend or terminate engagement in circumstances where:

4.9.1 you have breached any provision of this Agreement (including the conditions of entry set under clause 5) or any Flow Sparring Rules;

4.9.2 there are health and safety concerns for you or any other member as a result of your conduct;

4.9.3 The Company reasonably suspects that you have engaged in an illegal activity in any Flow Sparring Location; or

4.9.4 Your Base Flow Sparring Location closes and a suitable replacement Location is not available for the transfer of your Engagement Type(s).

4.10 Purchases made must be used for their intended service, e.g. casual pass for casual sessions ONLY, they cannot be transferred as credit to apply on an alternative service nor can purchases be shared amongst multiple members. Unless the member is exercising



their cooling off period and wants to make an alternative purchase or in cases at the discretion of the Company.

5. Conditions of Entry

5.1 Participating in physical exercise has inherent risks and undertaking such activity may result in personal injury, illness or death.

5.2 You accept and assume all risks and dangers associated with your attendance at a Flow Sparring Location or carrying out programs provided by Flow Sparring Personnel, including for the safekeeping of your belongings.

5.3 Each time a Member uses The Company facilities/ services, they must ensure they are in good physical condition and know of no medical or other reason why they should not exercise. If unsure, the Member should not use The Company facilities/ services until they have sought appropriate medical guidance and have been given the go-ahead. Members must not use The Company facilities/ services if they are suffering from any illness, disease, injury or other condition that could be a risk to their health or safety or the health and safety of other members or personnel.

5.4 To ensure The Company can provide a high level of service in a safe, healthy and pleasant environment, Members acknowledge and agree that failure to comply with the following conditions may result in the restriction, suspension or termination of a Member's engagement:

5.4.1 Members must not engage in behaviour that is abusive, improper, harmful, threatening, endangers others or is otherwise not in the best interests of personnel or other Members;

5.4.2 Members must not access any Flow Sparring Location under the influence of illicit drugs, alcohol or any other medications that warn against strenuous or excessive exercise under their influence, or against medical advice;

5.4.3 Members must at all times comply with any Flow Sparring Rules;

5.4.4 Members must ensure that they are moderately dressed at all times, including clean sports shoes and clothing must be clean and tidy and free from political or offensive prints or designs;

5.4.5 Members must not engage in any illegal activities in any Flow Sparring Location;

5.4.6 Members must not engage in any conduct to solicit business from other Members;

5.4.7 Members are not permitted to smoke/ vape, or chew chewing gum at any Flow Sparring Location;



6. Bookings and cancellations

6.1 Classes, session times and privates are limited and must be pre-booked online to reserve space.

6.2. Open time slots close (15) minutes prior to their relevant start time, or eight (8) hours prior to sessions before 10am.

6.3. You are required to provide 24 hours' notice, to The Company to re-allocate the booking or forfeit your paid session.

6.4 For members on a membership agreement who cancel booked classes or sessions late (within 24 hours), you may be charged a “no-show fee” of AUD\$10.00, which you acknowledge is fair and reasonable.

7. Equipment

7.1 Members must comply with all equipment operating and safety instructions, or any other direction given to them by any personnel at the Flow Sparring Location.

7.2 You acknowledge and agree that the Equipment within Flow Sparring Location has been purchased or leased from third parties and The Company does not manufacture any of the Equipment. The Company may not be held liable in respect of any defective or faulty Equipment, except to the extent that such defect or fault was caused by the negligent act of The Company.

8. Physical Condition

8.1 To the best of your knowledge and belief, you represent and warrant to The Company that:

8.1.1 you are not aware of any condition/impairment that may be affected or aggravated or otherwise prevent you from engaging in any physical activity;

8.1.2 you are sufficiently physically fit to participate without risk to your health;

8.1.3 it is your own responsibility to seek medical advice in relation to your participation; and

8.1.4 you are wholly responsible for acting on all medical advice you receive and for taking all such precautions as may be necessary in relation to any conditions or impairments that you may have at the time of your participation.



8.2 If you are injured or become ill whilst participating, you consent to the administration of first aid and/or medical treatment by The Company. You agree that you are responsible for the payment or reimbursement of any medical costs incurred by or on behalf of The Company in respect of any first aid or medical treatment rendered that you are responsible for arranging and paying for any personal medical insurance you might require to cover all or part of those costs.

8.3 You agree that whilst The Company will take all reasonable steps to ensure your safe participation, you assume all of the risks associated with your participation.

9. CCTV surveillance

9.1 For safety purposes, you acknowledge and agree that closed circuit televisions (CCTV) footage may be installed within appropriate areas in each Flow Sparring Location. You consent to be filmed for these purposes and understand that The Company will only use any images, audio or recordings in accordance with its relevant Policy.

10. Property

10.1 The Company is not liable to you for any property that is lost, damaged or stolen while in a Flow Sparring Location, irrespective of whether such property was placed in any storage facilities that may be allocated.

10.2. In circumstances where you inappropriately use equipment causing damage to the equipment or any part of The Company's facilities, you will be liable to The Company for the cost incurred for such repair or replacement.

11. Release and indemnity

11.1 The Company acknowledges that consumer laws in the countries The Company operates in contain certain guarantees for the supply of goods or services that cannot be excluded, restricted or modified by this Agreement. Nothing in this Agreement is intended to exclude or restrict the application of such laws in each of the jurisdictions we operate.

11.2 To the extent permitted by law, you hereby release and hold harmless to The Company and personnel from any Losses incurred or suffered by you and which arise out of, are caused by, are attributable to or resulting from your participation in any activity provided by The Company. Activity in this instance includes both at their relevant facility and when conducting any programs or services that might be offered in conjunction with your Engagement Type(s) e.g. online videos, do-it-yourself programs etc.



11.3 To the extent permitted by law, you indemnify The Company and its personnel against any Losses incurred or suffered by any of them which arise out of, are caused by, are attributable to or resulting from any breach of this agreement, breach of any warranty or any wrongful or negligent act or omission by you.

11.4 The release (contemplated by clause 11.2) and the indemnity (contemplated by clause 11.3) do not apply where any Losses are caused by the gross negligence of The Company.

12. Applicable law

12.1 The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the State, Territory, Province or Country of the Members Base Flow Sparring Location. The parties also submit to the jurisdiction of the Courts of the State, Territory, Province or Country where a Member's Base Flow Sparring Location is located.

13. Privacy

13.1 The Company may collect and use a Member's personal information for the following purposes including without limitation:

13.1.1 to process and administer your dealings as a Member of The Company;

13.1.2 to deliver the services we hold ourselves out to provide; and

13.1.3 to administer the transactions contemplated by this Agreement, including but not limited to processing any direct debit or credit card requirement.

13.2 The Company will generally:

13.2.1 use personal information provided to it for the purposes relating to these Terms; and

13.2.2 use personal information collected in accordance with its relevant policies explicitly the Privacy Policy.

13.3 Members authorise The Company to disclose their personal information to third party contractors and service providers that assist The Company to operate its business and deliver the member services (including information technology suppliers, communication suppliers and our business partners) or as required by law.

13.4 The Company relies on the Member to ensure that the personal information provided to The Company is current and accurate. Members may find out what personal information The Company holds about them and, where necessary, may correct any errors in this information (some restrictions and costs may apply).



13.5 You consent to:

13.5.1 the terms of our Privacy Policy are to work in conjunction with this Agreement for reference, further details and the full policy can be found using the Flow Sparring Website, <http://flowsparring.com>;

13.5.2 The Company collects, uses and discloses the personal information provided to The Company on these Terms, including without limitation, for the purposes indicated in their Terms, the Privacy Policy or for any other purpose to which you have consented.

13.6 If a person provides information or data about a person other than them, they warrant that they hold the other person's consent to collect, use and/or disclose their information or data for the purposes set out in these Terms and that the information or data provided is accurate and complete.

14. GST

14.1 Unless otherwise stated all prices or other sums payable or consideration to be provided under this Agreement are stated before the addition of GST.

15. Non-waiver

15.1 Failure by The Company to enforce or delay in enforcing any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed by The Company in writing.

16. Assignment

16.1 The Company may at any time in its reasonable discretion assign this Agreement to any party.

17. Variation of these terms and conditions

17.1 The Company reserves the right to revise and amend these terms and conditions from time to time to reflect:

17.1.1 changes in market conditions affecting the Engagement Type(s);

17.1.2 changes in technology;

17.1.3 changes in payment methods;

17.1.4 changes in relevant laws and regulatory requirements; or

17.1.5 any other reason determined by The Company acting reasonably.



18. Electronic communications

18.1 In addition to delivery in person, the parties agree to communicate via email or other electronic communication.

18.2 The Company accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of any electronic transmission, access to, or the use of The Company's website or applications or any information contained therein (including the avoidance of doubt, any viruses, malicious computer code or other forms of interference which damage your computer system or mobile phone.

18.3 You agree to take your own precautions to ensure that submitting and receiving electronic communications does not expose you to risk and contains appropriate protection to prevent damage to your computer system caused by viruses, malicious computer codes or other forms of interference.

19. Promotion and media

19.1 In consideration of The Company granting you an Engagement Type(s), you:

19.1.1 acknowledge and agree that Recordings may be taken, captured or made by Personnel of The Company;

19.1.2 give unconditional and irrevocable consent for The Company and its Personnel to use the Recordings and Content in perpetuity without restriction as to changes or alterations, and to disclose any of your personal information that is contained in the Recordings or Content, to any person (including via social media) and via any medium for the purpose of promoting The Company or any other purpose The Company reasonably requires;

19.1.3 acknowledge and agree that you are not entitled to any remuneration, royalties or any other payment from The Company in respect of the use of any Recordings or Content;

19.1.4 acknowledge and agree that as between yourself and The Company, The Company is the sole legal and beneficial owner of all intellectual property rights in and attaching to any Recordings or Content; and

19.1.5 acknowledge and agree that The Company may assign or transfer the benefit of the consent given under this clause 19.1 to any person.

20. General

20.1 If any part of these terms and conditions (including any provision, part, paragraph or phrase or word) is illegal, invalid or unenforceable, it will be read down so far as



necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these terms and conditions, but the remaining provisions will remain in full force and effect.

20.2 In these terms and conditions, unless the contrary intention appears:

20.2.1 a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;

20.2.2 a statute or regulation includes an amendment, replacement or re-enact of that statute or regulation;

20.2.3 a reference to dollars is to Australian dollars unless otherwise indicated;

20.2.4 the word “including” and similar expressions are not words of limitation; and

20.2.5 a reference to conduct includes any omission and any statement or undertaking, whether or not in writing.

20.3 Any notice in connection with these terms and conditions will be deemed to have been duly given when made in writing and delivered by post or email to the party to whom such notice is intended to be given, at the address or email address of that party in the Member Form or to such other address or email address as may from time to time be notified in writing to the other party.

20.4 The Agreement contains the entire agreement of the parties and may only be amended in writing and agreed by all parties.

20.5 These terms and conditions do not create a relationship of agency, partnership, joint venture, or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

21. Membership Terms, General Overview

21.1 This document provides an overview of the terms included in a membership agreement, it is not the full agreement, this is provided during the signing up process and requests signature with a 7 day cooling off period.

21.2 Members may provide two (2) weeks' notice at Full-Service Fees, to request a Membership Suspension outside of the Block Out Dates (20th December to 4th January, inclusive). Suspensions are provided for a maximum of four (4) weeks per annum at no cost, additional weeks can be processed for a small administrative fee of \$5 per week. Membership suspension requires a set start and end date for the period and must not exceed a total of six (6) months across any calendar year (1 January to 31 December).

21.3 Members may not cancel their membership during a Membership Suspension.



21.4 Members further acknowledge that discounted Service Fees apply to new Members only unless otherwise stipulated.

21.5 By entering into this Agreement, you agree to pay all Service Fees for the respective period in advance. Failure to do so may result in a hold being placed on your account and you may be refused entry to a Flow Sparring Location.

21.6 The Company reserves the right to amend the Service Fee on no less than 30 days' notice to Member's.

21.7 Members may terminate their Engagement Type(s) at any time on the provision of four (4) weeks' notice in person debited in full at the time of notification to The Company Personnel (or by written notice in exceptional circumstances). At the expiry of the four (4) week period, you will no longer incur any financial obligations after the expiration of that period or have access to the facilities.

21.8 Upon termination of your Engagement Type(s), you will no longer be permitted to book classes and access a Flow Sparring Location and any outstanding monies you owe The Company will become immediately due and payable.

21.9 Termination or expiration of this Agreement is without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement before such termination or expiration.

21.10 Terminated Members who wish to rejoin their previous Engagement Type may do so without additional Service Fees if they return within 3 months of their initial cancellation date.

22. Casual Passes/Packs Terms, General Overview

22.1 This document provides an overview of the terms included in purchasing a casual pack or pass. All other terms are shared and displayed at point of sale.

22.2 A 7 day cooling off period is enforced as required by law for purchases made. Any used services will be deducted and the remainder reimbursed.

22.3 Casual passes or packs enable the member to engage in classes/ session times as displayed at point of sale e.g. A casual pass provides 90minutes maximum access for a male.

22.4 Casual passes or packs are subject to relevant expiry dates as displayed at point of sale e.g. a single session provides 1 month to use from the date of purchase.



23. Private Passes/ Packs Terms, General Overview

23.1 This document provides an overview of the terms included in purchasing a private pack or pass. All other terms are shared and displayed at point of sale.

23.2 A 7 day cooling off period is enforced as required by law for purchases made. Any used services will be deducted and the remainder reimbursed.

23.3 Private passes or packs enable the member to engage in scheduled session times with a coach 1:1. Session times are booked as agreed between the coach and the member. Each session period is as per point of sale at the time of purchase e.g. 30mins for kids privates and 45mins for adult privates.

23.4 Private passes or packs are subject to relevant expiry dates as displayed at point of sale e.g. a single session provides 1 month to use from the date of purchase.

Any questions or concerns relating to this document can be directed to:

Name: Jessica Woodward

Position: Director

Email: admin@flowsparring.com

Address: Level 1, Suite 108, Norton Plaza, 55 Norton Street, Leichhardt 2040



Flow Sparring Rules

Please read the Flow Sparring Rules which provide a brief guide regarding our expectations for Members and our personnel when engaging with Flow Sparring.

Flow Sparring aim to provide you with an environment where you can learn, connect and have fun! A big part of making this happen is reliant on how each individual conducts themselves through both Flow Sparring online sessions or in person at any Flow Sparring Location.

Most importantly, seek help or advice from our team if you have any concerns regarding yourself or others with the aim to making Flow Sparring everyone's second home.

Come prepared! Wear the relevant gym attire e.g. enclosed shoes, have safety equipment as per your combat sport, a clean towel and an open mind

Be courteous and mindful of those around you.

Stay hydrated

Uphold a reasonable level of cleanliness and hygiene

Be respectful of differences e.g. race, religion, sex, gender, age, abilities etc.

Do not engage in any bullying and/or harassment

When you've finished using a piece of equipment, give it a quick wipe with a towel or sanitary wipes provided before moving on.

Uphold safe practices when engaging in sessions, sparring and/or rolling and using equipment.

Facilities such as bathrooms, seating areas, and lockers are for everyone so please leave them clean and tidy.

If there is an issue, report it to our team.

If you are unsure, please ask our team.