
MINIGP ACADEMY NZ – MEMBERSHIP TERMS AND CONDITIONS

Welcome to the MiniGP Academy NZ Private Membership Programme. By purchasing or renewing your membership, you (the **Member**, or the **Parent/Guardian** if the Member is under 18) agree to be bound by these Terms and Conditions. Please read them carefully before completing your signup.

1. Definitions and Parties

- **"Academy", "We", "Us", or "Our"** means MINIGP ACADEMY NZ LIMITED.
- **"Member", "You", or "Your"** means the individual registered under the membership tier (and includes any parent or legal guardian if the participant is a minor).
- **"Membership"** means the specific tier of paid commercial membership purchased by you.

2. Eligibility and Minor Riders

- Memberships are personal, non-transferable, and non-refundable except as required under the New Zealand Consumer Guarantees Act 1993.
- **Junior Riders:** Where a Member is under the age of 18, a parent or legal guardian must sign this agreement. The parent/guardian accepts full financial responsibility for the membership fees and assumes responsibility for the minor's compliance with track and safety rules.

3. Membership Fees and Billing

- **Fees:** Membership fees are stated in New Zealand Dollars (NZD).
- **GST:** All fees are inclusive of GST.
- **Payment Cycles:** Memberships operate on a Monthly recurring billing cycle starting on the date of registration.
- **Failed Payments:** If a recurring payment fails, the Academy reserves the right to suspend membership benefits, discounts, and event access until the outstanding balance is settled.
- **Fee Changes:** The Academy reserves the right to adjust membership fees with a minimum of 30 days' written notice to you.

4. Member Benefits and Services

- **Discounts:** Member-exclusive discounts on products, track hire, or services apply strictly to the registered Member and the Members immediate family, i.e a member who has 2 children who attend MiniGP Academy NZ events – both children and the member are eligible for the discounts. The membership itself cannot be transferred to non-members. The extent to which family members are eligible will be determined by MiniGP Academy NZ.
- **Fair Use:** Benefits and services are subject to booking availability and a fair-use policy. The Academy does not guarantee immediate availability for coaching slots or track sessions during peak periods.
- **External Licensing:** Academy membership is private and distinct from any official racing licences required by Motorcycling New Zealand (MNZ). Members are independently responsible for acquiring necessary MNZ competition licences.

5. Cancellations and Terminations

- **Cancellation by Member:** You may cancel your membership at any time by giving 1 month written notice via email to Minigpacademynz@gmail.com No refunds will be provided for partial periods already billed.
- **Termination by Academy:** The Academy reserves the right to terminate or suspend your membership immediately, without refund, if:
 - You breach these Terms and Conditions.
 - You engage in unsafe, dangerous, or unsportsmanlike behaviour on or off the track.
 - Your conduct brings the sport or the Academy into disrepute.

6. Health, Safety, and Liability Waiver

- **Assumption of Risk:** You acknowledge that motorsport and motorcycle riding are inherently dangerous activities that carry risks of property damage, serious personal injury, or death.
- **Safety Gear:** Members must wear appropriate, approved safety gear (including helmets, leathers, gloves, and boots matching MiniGP Academy NZ standards) at all times while operating machinery.
- **Health Status:** You warrant that the rider is physically fit and has no medical conditions that would make riding unsafe.
- **Liability:** To the maximum extent permitted by New Zealand law, MiniGP Academy NZ Limited, its directors, coaches, and staff accept no liability for personal injury, property damage, or financial loss sustained during Academy activities.
- **ACC:** You acknowledge that personal injury in New Zealand is governed by the Accident Compensation Act 2001 (ACC framework).

7. Privacy and Data Collection

- By becoming a member, you agree that we will collect, store, and process your personal data (and your child's data) in accordance with the New Zealand Privacy Act 2020.
- Data is collected solely for administration, safety management, and communication.

- **Marketing Communication:** You consent to receive email and SMS updates regarding academy events and perks. You may opt out of marketing communications at any time via the "unsubscribe" link.

8. Amendments and Governing Law

- The Academy may update these Terms and Conditions from time to time. Members will be notified of major changes via email 14 days before they take effect.
- These Terms are governed entirely by the laws of New Zealand. Any disputes fall under the exclusive jurisdiction of the New Zealand courts.

ACKNOWLEDGEMENT

I confirm that I have read, understood, and agree to be bound by these Membership Terms and Conditions.

By joining and commencing membership the member agrees to the Terms and Conditions described in this document.