

# Terms & Conditions

## 1. Membership

- 1.1. Your membership will begin on the day you join.
- 1.2. When paying by Direct Debit, an initial payment will be required to cover the period up to your first Direct Debit payment.
- 1.3. Your membership is personal to you. You cannot transfer it to another person.
- 1.4. If Jiu-Jitsu Republic or the bank/building society makes a mistake with your Direct Debit payment you are guaranteed a full and immediate refund from your bank/building society.

## 2. Fees

- 2.1. You must pay a monthly membership which will be determined by your chosen membership option.
  - 2.1.1 There will be a one off £5 set up fee for all direct debits.
- 2.2. Monthly instalments will be due on either the 1<sup>st</sup> of each calendar month or the next available working day by Direct Debit.
- 2.3. We may change the amount of your monthly payments. If we do, we will write to you at the email address you have given us 14 days before the changes take place.
- 2.4. Monthly fees are non-refundable/transferable even if you do not use the academy.
- 2.5 Down payments and Direct Debit Fees are non-refundable.
- 2.6 Any missed payments are to be cleared in full before returning to the academy.
- 2.7 Direct debit memberships will roll on until cancellation.

## 3. Cancelling Your Membership

- 3.1. Memberships can be cancelled at any time; however, 5 working days' notice must be given to ensure the following months payment is not processed. The member is responsible for cancellation of any direct debits, this can be done directly via the members' bank.

## 4. Changing the Agreement

- 4.1. We can change the agreement at any time. We will give you 14 days notice of this change in writing at the email address you have given us.

## 5. Membership Identification

- 5.1. All members must have their photograph taken for identification purposes; this will be stored on the Jiu-Jitsu Republic database. This information will solely be used by Jiu-Jitsu Republic and will not be released to any third parties.

## 6. Junior Members and Children

- 6.1. If you are under 18 years old your parent or guardian must sign this agreement on your behalf. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.
- 6.2. When you reach 18 years old your junior membership will end and you will immediately become a full adult member and sign a copy of this agreement.

## 7. General

- 7.1 Members shall give written notice to Jiu-Jitsu Republic of any change of address.
- 7.2 Jiu-Jitsu Republic reserves the right to refuse admission.
- 7.3 All members are asked to wear the appropriate form of dress.
- 7.4 Alcohol, drugs or smoking are not permitted in and around any training area or facilities used by Jiu-Jitsu Republic.
- 7.5 Jiu-Jitsu Republic reserves the right to expel any member whose conduct is such as shall, in its opinion, be injurious to the character of Jiu-Jitsu Republic, or be detrimental to the interest of its other members. Any member expelled shall forfeit all privileges to Jiu-Jitsu Republic membership and all rights against Jiu-Jitsu Republic, and shall not be entitled to any repayment of his/her starter payment or month's Direct Debit for the period during which he/she is expelled.
- 7.6 Jiu-Jitsu Republic normal classes and the hours in which any facilities within Jiu-Jitsu Republic are available to members are obtained from the directors upon requests. Such hours may be lengthened or shortened at the absolute discretion of Jiu-Jitsu Republic with or without any prior notice being given to members. Jiu-Jitsu Republic shall endeavour to give reasonable notice of any lengthening or shortening of such hours and of when any classes or facilities may not be available. Instructors may also vary from time to time without prior notice.
- 7.7 Jiu-Jitsu Republic reserves the right to change the address of the business without any prior notice being given to members.

## 8. Limitation of Liability

- 8.1 Jiu-Jitsu Republic cannot be held responsible for any services or equipment available for whatever reason. Jiu-Jitsu Republic reserves the right to make reasonable alterations to the type of facilities provided, without notice, to its absolute discretion and Jiu-Jitsu Republic shall not be liable for any loss occasioned by such alterations.
- 8.2 It is the user's responsibility to ensure that he/she is capable of undergoing the normal routine of exercises provided by the programme of classes and equipment available at Jiu-Jitsu Republic. Not all exercises are suitable for everyone and any exercise programme/class/activity may result in injury. Members accept the risk of injury from participating in any and all classes and from performing any exercises at Jiu-Jitsu Republic.
- 8.3 In the interest of safety no glass whether bottle, jar or drinking glass may be taken into the exercise areas, or changing areas.

8.4 For security reasons, please do NOT bring any jewellery or other valuables into the premises. Jiu-Jitsu Republic does not accept responsibility for any such items left on the premises, which are brought in at the members' risk.

8.5 Jiu-Jitsu Republic accepts no responsibility for loss or any damage to property of members or guests, nor for injury to members or guests on Jiu-Jitsu Republic premises or in the car park in so far as such loss, damage or injury is by law capable of exclusion.

#### 9. Waiver

9.1. By entering into this waiver, release and assumption of risk agreement (the "Waiver") I accept the risk of entering and being present at Jiu-Jitsu Republic (the "Club") participating in physical activity at the premises and I hereby give up and waive any and all claims I or anyone acting on my behalf might have against the owners, instructors, assistant instructors, students, members, participants, employees and representatives for any injury or condition, regardless of its nature, affect or effect on me as a result of my participation and/or presence at the Club. I understand the risks of training in the martial arts and the activities taught at the Club, and of training with the strength and conditioning equipment at the Club, and I accept that serious personal injury or even death are a possibility. I authorise, and agree to hold blameless, whatever medical personnel or official that may be present at the Club to take any action they feel is necessary should I become injured.

9.2. I represent that I am in good health; that I will not participate in activities at the Club while under the influence of any alcohol, drug or medication; that I have read and understood every provision of this Waiver; and that I am legally competent to and enter into this Waiver freely.

9.3. I understand that if there is any technique, exercise or drill that I feel may be beyond my ability I will exercise my right to decline to perform said movement or action and that I will refrain from doing anything that may cause or exacerbate any injury or physical condition that I have. I understand that complicated physical movements may be required and release all instructors and employees of the Club from any responsibility should said movements or techniques result in injury or death.

9.4. I also agree that my attendance and/or performance at the Club may be photographed or filmed and used for marketing purposes (including on all social media platforms) and I waive the right to compensation in relation to any such use.

9.5. Furthermore, where the member is a minor, I hereby certify that I am the parent or legal guardian of the minor, that I have read and understood every provision of this Waiver, and that I am legally competent to and freely enter into this Waiver on behalf of the minor and myself.