**Kooks’ Karate NIS Karate Club / Motoyama Dojo - Terms and Conditions of Membership**

Your membership form as appended to these Conditions.

 Your membership agreement and these Terms & Conditions.

**We/Us/Our:** (Kooks’ Karate).

**Trading as:** **Customer:** You

**Working Days:** Monday-Saturday (inclusive)

1.1 These Conditions shall prevail over any inconsistent terms or conditions contained, or referred to, in your Application Form or implied by law, trade custom, practice or course of dealing. This will not change your statutory rights.

1.2 NIS Karate Club/Motoyama Dojo reserves the right to change minor points on the Contract. This will not change your statutory rights.

2.1 The Contract shall commence on the date of our acceptance of your Application Form and shall automatically continue on a monthly basis, until terminated in accordance with clauses 9 and 10.

2.2 Members must be aged 18 years plus or under 18 years plus with a signed parental consent form.

3.1 We shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.

3.2 Time shall not be of the essence for our performance of the Services under the Contract

4.1 You agree to be bound by and observe the Gym Etiquette within your school and acknowledge that we may amend this at any time and at our discretion.

4.2 You will not under any circumstances abuse the facilities, staff or equipment of NIS Karate Club / Motoyama Dojo and you will pay for any damage to our property.

4.3 When a member brings a guest into the club, the member will be fully liable and responsible for the actions and behaviour of that guest.

5.1 You acknowledge that it may be necessary for us to close parts of or whole clubs from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services and agree that any such disruption shall not constitute a material breach of the Contract.

6.1 Missed and Make-up Classes  
If your child misses a class you can schedule a make-up class during the same month. To claim a missed lesson, you must first advise NIS Karate Club / Motoyama Dojo of non-attendance in writing electronically or postal, at least 24 hours prior to your child's regular class. Missed lessons are subject to availability and cannot be guaranteed on the preferred date/ time. Missed Lessons are not transferable from one month to another and do not carry over. Missed Lessons that are not claimed will be forfeited at the end of every month. Once the classes have commenced no refund is available.

7.1 On the day you sign your agreement and each time you use our clubs, you promise us that:  
- you are in good physical condition  
- you know of no medical or other reason why you cannot or should not do active or passive exercise.  
  
7.2 Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, you should seek expert advice before starting with us.  
If you believe any club activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.  
  
7.3 You must not use club facilities if:  
- you have an infection, contagious illness or physical ailment, such as an open cut or sore  
- there is any other risk, however small, to other members and guests.

8.1 Our fees and charges may be subject to GST at the prevailing rate. If the GST rate is increased at any time during your membership including the Initial Term we reserve the right to increase our rates in accordance to the new GST rate.

8.2 Our fees and charges must be paid in advance, on a monthly basis or three-monthly basis.

8.3 Without prejudice to any other right or remedy that we may have, if you fail to pay us the Membership Fees on any due date, we may (i) Suspend all Services until payment has been made in full. (ii) Raise a late payment charge if the debt remains unpaid after 7 days.

9.1 This condition sets out our entire financial liability (including any Liability for the acts or omissions of employees, agents, consultants, and Subcontractors) to you in respect of

(i) Any breach of the Contract (ii) Any use made of the Services (iii) Any representation statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions limits or excludes our liability:

(i) For death or personal injury resulting from negligence. (ii) For any damage or liability you incur as a result of fraud or

fraudulent misrepresentation. (iii) For any other liability which cannot be restricted by law.

9.4 Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.5 Subject to the other provisions of this clause, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the charges that you have paid to us in the 12 month period preceding the date of the act or omission query giving rise to the claim.

9.6 Without prejudice to any other rights or remedies which the parties may have, we may terminate the Contract immediately on giving notice to you if: (i) You fail to pay any amount due under the Contract on the due date for payment and such sum remains in default not less than seven days after you being notified in writing to make such payment (ii) You commit a material breach of the Contract, Gym Etiquette. And Conduct i.e. abusive or threatening behaviour, vandalism.

10.1 You may terminate your membership on two month’s notice, but your notice shall only take effect on the first day following our receipt of your written printed notice at the reception. It is your own responsibility to ensure that your membership is cancelled.

10.2 If you wish to terminate the Contract you must give us notice in writing. We will not accept liability for mail lost in transit and therefore suggest a proof of receipt is obtained at time of posting.

10.3 On application to terminate your Membership Contract for any reason you shall immediately pay to us all outstanding Membership Fees.

10.4 On application to terminate your Membership Contract (however arising), all conditions shall survive and continue in full force and effect.

10.5 We are entitled to retain any Membership Fees where you have not followed the correct cancellation process.

11.1 We will endeavour to use whatever method of communication deemed appropriate to notify you of club information in order to best serve your experience and assume that the information provided is correct and an acceptable method to provide you with this information.

11.2 We may use your personal information to provide and personalise the Services and to provide you with information about our similar products and Services that may be of interest to you.

11.3 We may also provide your contact information to our business partners and third parties who may contact you about their products and Services.

11.4 As part of our efforts to make further improvements to the service we provide our members, telephone calls to and from the member Services team may be recorded or monitored and used for training purposes. To protect the operation of our computer systems we monitor incoming and outgoing email.

12.1 We may sell, transfer, mortgage, charge or assign the benefit of the Contract at any time. You may not, without our prior consent sell transfer, mortgage charge, or assign the benefit of the Contract.

12.2 We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control.

12.3 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services.

12.4 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.5 Any notice or other communication to be given under the Contract must be delivered to the addresses electronically or postal, set out on your Application Form or any such addresses electronically or postal, as may be notified by a party to the other, in writing, from time to time, with the exception of any communications relating to termination which you must direct to our membership Services team at NIS Karate Club / Motoyama Dojo.

12.6 The Contract shall be governed by, and construed in accordance with, the laws of Japan, and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Japanese courts.

12.7 Any refunds can only be claimed up to one calendar month commencing the date on which the respective transaction took place.

I do hereby agree to participate in NIS Karate Club, NIS Moriyama-ku, Nagoya / Motoyama Dojo, Chikusa-ku, Nagoya. I have read and fully understood the contract. I accept the terms and conditions set up in the contract above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date (dd/mm/yyyy)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature and Full name in CAPITAL letter / Parent’s name in full if under 18 years old)