



***KICKBOXING CAMBRIDGE***

*COMBAT SPORTS AND FITNESS CENTRE*

***TERMS & CONDITIONS***

# TERMS & CONDITIONS

## 1. Definitions

1. KICKBOXING CAMBRIDGE ("the Academy"), means a social, fitness, and combat sports facility situated at 9 & 10 The Mill, Copley Hill Business Park, Cambridge CB22 3GN ("the Premises"), managed by Bruno Vicente ("the Manager"; "the Trainer").
2. Individual whose application has been accepted by the manager ("Member").
3. Health questionnaire form completed by all individuals prior to their attendance ("Application Form").
4. General Terms and Conditions that must be followed by all members ("Rules").
5. Monthly attendance pattern agreed between the Manager and a Member ("Subscription"; "Monthly Subscription").

## 2. Acceptances as a Member

1. Every member of the academy shall be subject to these Terms and Conditions. It is the member's responsibility to read the Terms and Conditions before signing the application form. By signing the application form the member is deemed to have read, understood, and agreed to be bound by these Terms and Conditions.
2. The academy has absolute discretion upon whether to accept the application for membership of an applicant as a member of Kickboxing Cambridge. If an application for membership is accepted by the manager, membership shall commence upon the agreed start date.
3. These rules may be revoked, altered, or added to from time to time by the manager, without prior notification to members. Any variations will be posted on the academy's notice board, and a new copy provided to the members.
4. Acceptance by the manager of an application for membership of Kickboxing Cambridge shall constitute a binding contractual arrangement between the academy, the manager and the applicant upon these Terms and Conditions.

## 3. Limitation of liability

In consideration for Kickboxing Cambridge accepting an application for membership of the academy, and for the applicant becoming and being a member of the academy, the member agrees that:

1. The academy or its manager, shall not be liable for any loss, damage or theft of personal property belonging to the member, or member's guests, occurring upon the academy's premises, including car park.
2. All activities are taken at the member's own risk.
3. The academy or its manager, shall not be responsible for any death or personal injury, occurring upon the academy's premises or, as a result of the use of the facilities or equipment provided by the academy, except to the extent that such death or personal injury arises from any negligent act or negligent omission of the academy or its manager.
4. Members who suffer an accident or injury on the academy's premises must report the accident or injury, and the circumstances in which it occurred, to the manager immediately following the accident or injury.
5. Members must warrant that they are in good physical condition and capable of doing exercise; if through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise.
6. Any changes in a member's health conditions / physical circumstances must be reported immediately to the academy's manager and a new application form submitted.

### **3.1 Special Limitation of Liability During the Coronavirus/COVID 19 Pandemic**

The academy takes the coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, the academy cannot guarantee that the members, the members family, or guests will not become infected with COVID-19. It is possible that attending the academy, classes, events, and activities at Kickboxing Cambridge may place the member in close, physical contact with other members, attendees, and staff, and could increase the risk that the member, their family members, and/or guests' contract COVID-19. The member acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that the member, their family members and/or guests may be exposed to or infected by COVID-19 at Kickboxing Cambridge and that such exposure or infection could result in personal injury, illness, permanent disability, and death.

## **4. Physical Condition of Member**

The members warrant that they are in good physical condition and that they are capable of engaging in active or passive exercise programs and that such programs and exercise would not be detrimental to their health, safety, comfort or physical condition. If a member's physical condition changes, this must be relayed to the manager, and a new Health Questionnaire form must be completed.

## **5. Assignment**

Membership of Kickboxing Cambridge is personal to the member and cannot be assigned, transferred, or used by anyone but the member.

## **6. Annual License / Insurance Fee**

1. Every candidate for membership shall be at least 6 years of age.
2. Memberships for children, under the age of 16 years, must be discussed with the manager by their parents / guardians.
3. Children, under the age of 16 years, must be accompanied by their parents / guardians.
4. Available memberships are subject to acceptance by the manager and subject to the member's abiding by these Terms and Conditions and the academy Rules.
5. All new members shall pay a non-refundable fee (annual license & insurance) at the time of joining and at the rate specified.
6. The annual license & insurance is a non-refundable payment entitling the applicant to become a member of the Academy. It does not entitle the applicant to use the facilities as these are covered under Members Subscriptions Fees.
7. All members shall make an annual payment comprising of the annual license & insurance.
8. Annual license & insurance is applicable to one-to-one training and to any group training subscription options, including PAYG, and must be renewed every year.

## **7. Members Subscription Fees**

1. All members shall make the monthly payment comprising of the subscription applicable at the time of acceptance as a member of Kickboxing Cambridge.
2. All payments are to be made in advance, (1<sup>st</sup> of each month or earlier) and all monthly subscriptions are for that specific month.

3. All monthly subscriptions are valid for a specific session, or sessions, previously agreed with the manager. Any unattended sessions will not be carried forward to the following month.
4. All late payments will be valid until the end of the specific month. **E.g:** a late payment made on the 10<sup>th</sup> of January will be valid until the 31<sup>st</sup> January. It will not entitle participants to attend the sessions up to the 10<sup>th</sup> February.
5. In the case of a delayed start, it will be the member's responsibility to decide if more convenient to use the PAYG option or a Subscription for that month.
6. Irrespective of actual usage of the facilities or any change in the member's personal circumstances, ongoing monthly subscriptions shall, when due, be payable by each member.
7. The manager understands that from week-to-week, member's circumstances may change, and members may need to change their attendance pattern. All efforts will be done to offer members a replacement session.
8. Replacement sessions are not guaranteed, being subject to availability and to be used within the same month (non-transferable to the following month).
9. Subscription prices may be increased by the manager at any time. The manager shall give the member no less than thirty (30) days' notice prior to any such increase.
10. Monthly subscription slots are limited, and some sessions may have a waiting list for members wanting a regular slot. Members who decide to go from a Monthly Subscription to a PAYG basis will have their regular slot(s) offered to the first member on the waiting list for that specific session(s).
11. Members who wish to drop from a monthly subscription are asked for one (1) months' notice when cancelling. **E.g:** Members who wish to drop the sessions or go on a PAYG basis from the 1<sup>st</sup> December, will have to notify the manager by the 1<sup>st</sup> November. A full December membership fee will be asked if this notice is not given.
12. Members who do not comply with point **7.11.** will have their access restricted to the academy until all payments are cleared.
13. The academy has multiple financial commitments, and this provides some short-term stability and the ability to keep planning and running the programme accordingly.
14. Monthly subscriptions are based on a four (4) week month, meaning that some months, members will have the exact value for their money, some months slightly more value for their money.
15. In case of an academy closure or session cancellation, monthly subscription fees will only be amended when an average of four (4), eight (8), or twelve (12) sessions can't be achieved between three (3) consecutive months for each of the monthly subscription plans (1 session per week, 2 sessions per week, 3 sessions per week, respectively).
16. Monthly subscription fees will not be amended if bank and public holidays affect the number of available sessions.

## 8. Bookings

1. Classes shall be booked in advance using the online system provided. Online booking system can be found by accessing [www.kickboxingcambridge.co.uk/online-booking](http://www.kickboxingcambridge.co.uk/online-booking)
2. All members shall be responsible to book their own sessions.
3. Monthly Subscription members can book their sessions for the whole month in advance following the agreed attendance pattern.
4. PAYG members can book their sessions 24 hours in advance based on available slots.
5. PAYG slots shall be paid at the time of the reservation using the bank details provided.
6. Unpaid PAYG slots still need to be paid if not attended.
7. Any unattended and unpaid PAYG slots will have to be paid in full before the member's next booking is made.
8. Members who do not comply with point **8.5., 8.6., and 8.7.,** will have their access restricted to the academy until all payments are cleared.

9. Paid PAYG slots will not be refunded, and can't be transferred to a different session if unattended.
10. Monthly Subscription members understand that unreserved slots may be taken by PAYG members in the 24 hours prior to the session.
11. All members understand that sessions can't be attended on a "turn up" basis. In case of a fully booked session, priority will be given to participants on the booking register. No refunds or catch-up lessons will be given on these occasions.

## 9. Voluntary Cancellation and Voluntary Suspension of Subscription

1. No refunds will be given if a member decides to cancel their subscription during the current month. The only exceptions to this are:
  - 1.1: for relocation more than 15 miles from the facility on receipt of a bank statement or utility bill.
  - 1.2: injury or illness in the written opinion of a doctor or suitably qualified medical professional.
  - 1.3: redundancy on receipt of appropriate written proof from an employer.
  - 1.4: pregnancy on receipt of written proof.
2. Sessions to be refunded will be calculated based on the monthly subscription value per session.
3. Members are entitled to terminate their subscription no less than 30 days' notice. Request for cancellation must be made directly to the academy's manager.
4. No refunds of the Annual License / Insurance Fee shall be made when a subscription cancellation is requested.
5. No refund of the member's current subscription or any other refunds shall be made when a cancellation is requested with less than thirty (30) days' notice.
6. Full membership fees will be requested if the thirty (30) days' notice affects two consecutive months. **E.G:** Members who hand their request on the 10<sup>th</sup> January will be requested pay full membership for January and February. Membership cancellation will take effect on the 1<sup>st</sup> March.
7. In case of a voluntary cancellation request with immediate effect, the current month and following month's full membership fee will be requested.
8. Members who do not comply with point **9.6., 9.7.**, will have their access restricted to the academy until all payments are cleared.
9. Members may apply to the manager to have their subscription suspended.
10. Suspension applications must be received no less than fourteen (14) working days prior to the start of the suspension.
11. Suspension shall start at the beginning of the following month.
12. Suspension shall be at the sole discretion of the manager and if based upon medical necessity or involuntary relocation by a member's employer, substantiating paperwork may be requested.
13. The minimum voluntary time for suspension is one month and the maximum is two months.
14. A PAYG slot will be temporarily allocated to the members reserved slot for the requested suspension time.
15. A monthly voluntary suspension fee of one third (1/3) of the members current subscription will be charged to a voluntary suspended member for each month of the suspension period.
16. A voluntary suspension will become effective from the date of the next subscription payment. Once the membership has been suspended for the maximum amount of time, the manager will resume the full subscription cost or offer the slot to another member.
17. The temporary PAYG slot will be offered as a Monthly Subscription slot to another member if the voluntary suspension fee is not completed.

18. Members who wish to resume their subscription before the agreed date must pay their Subscription full cost.

## 10. Cancellation of Membership

1. The academy may reprimand, suspend, or expel any member without assigning any reason for doing so and without any fees refund if in their opinion:
  - 1.1: the conduct of the member is or has been likely to be injurious to the character or interests of the academy, adjacent companies, or to the business park.
  - 1.2: the conduct of the member is or has been likely to be injurious to the manager, other academy members, visitors, adjacent companies staff members, or to the business park staff members.
  - 1.3: the conduct of the member is or has been likely to be damaging to the academy's premises and / or to the academy's equipment, adjacent companies' buildings, or to the business park buildings.
  - 1.4: the member does not abide by these Terms and Conditions and the academy Rules.
2. Subscriptions and other Kickboxing Cambridge services that have been paid in advance are not eligible for any refund if one or more of the points described on **10.1** applies.
3. Upon cancellation of membership, any monies owed to the academy relating to subscriptions or Kickboxing Cambridge services still need to be processed.

## 11. Opening Hours

1. Normal hours of operation and the hours in which any facility within Kickboxing Cambridge is available to Members can be obtained upon request or from the Kickboxing Cambridge website ([www.kickboxingcambridge.co.uk](http://www.kickboxingcambridge.co.uk)).
2. The academy reserves the right to vary these opening times. In addition, Kickboxing Cambridge has the right at any time to close any or all the facilities for the purpose of cleaning, building, decorating, repairs, or special functions.
3. During bank and public holidays, the academy will be closed, or special hours will apply. These can be obtained upon request or from the Kickboxing Cambridge website ([www.kickboxingcambridge.co.uk](http://www.kickboxingcambridge.co.uk)).
4. Monthly subscriptions fees will not be amended if bank and public holidays affect the number of available sessions.

## 12. Non-Recording of Classes or Activity Agreement

The member acknowledges and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any live Kickboxing Cambridge classes or activities, whether in person or online, is strictly prohibited without the prior written consent of the manager. You are, however, permitted to record and post lawful, non-offensive content related to your participation in a Kickboxing Cambridge session or class before and/or after a class with the consent of each participant who is identified in your content.

A violation of this policy is grounds for exclusion from participation in any Kickboxing

Cambridge activity. You further agree to indemnify, defend, and hold harmless Kickboxing Cambridge and its manager, from and against any claims, lawsuits or other actions, and all resulting loss, damage, or cost of any kind (including reasonable attorneys' fees), resulting from your violation of this policy.

## 13. General

1. Fraudulent or wrongful information given in order to obtain a discounted membership will result in the cancellation of all membership rights and any action deemed appropriate by the academy. Membership fees will not be refunded.
2. In the event of any default of the member, the academy may disclose personal information contained in the Application Form to any necessary party.
3. If through circumstances beyond the control of the academy, Kickboxing Cambridge is unable to provide the full range of services as advertised, the member shall remain liable for all fees relating to the subscription and other services provided.
4. The academy retains the right to vary, add or eliminate any of the services and facilities provided, including the class timetable and class instructors.
5. Kickboxing Cambridge and the manager cannot accept responsibility for any loss, damage or theft of personal property belonging to a member, or member's guests, occurring upon the academy's premises, including car park.
6. Kickboxing Cambridge reserves the right to remove any articles left in the facilities overnight. Items recovered from the facilities may be collected from the manager for up to thirty (30) days after being left in the facilities. Kickboxing Cambridge will not be responsible for any contents left in the facilities.
7. All lost property will be kept in a secure place. Personal items including bottles, clothes, shoes, and toiletries will be stored for a minimum of seven (7) days and valuable items including gym equipment, phones, jewellery, and watches will be stored for a minimum of thirty (30) days. After this time items will be donated to charity. Underwear will not be kept.
8. No footwear is allowed on the facilities mats.
9. Sports specific attire must be worn at all times when using Kickboxing Cambridge private sessions or group classes.
10. Sports specific equipment (kickboxing gloves and kickboxing shin guards) will be provided free of charge for trial sessions.
11. Sports specific equipment (kickboxing gloves and kickboxing shin guards) will be provided free of charge for a period of two (2) weeks after trial session.
12. After the two (2) weeks period established on 11., a hiring fee will be applied for the use of the academy's sports specific equipment (kickboxing gloves and kickboxing shin guards).
13. A hiring fee of three pounds (£3) per session will be applied for the use of the academy's boxing gloves, and a hiring fee of five pounds (£5) per session will be applied for the use of the academy's kickboxing shin guards.
14. Except with the written consent of the manager, no member or guest, shall take or give photographs/film footage or the address of the Academy in any advertisement or use the Kickboxing Cambridge name or likeness for any business or commercial purposes whatsoever.
15. The academy reserves the right to use any photographs/film footage taken by Kickboxing Cambridge of a member in the academy for its own material (social media accounts, website, newsletter, brochures, advertising etc), if consented in the Application Form.
16. All important information, variations to this document, and events will be posted on the gym notice board.
17. All members agree that by using the Kickboxing Cambridge academy, they will consider the gym notice board as a main way of communication.

## **14. Privacy Statement**

1. All personal information provided by the member on the Application Form will only be held and used in accordance with the General Data Protection Regulation (GDPR), tailored by the Data Protection Act 2018, including the eight Data Protection Principles of good information handling. The principles require data to be: fairly and lawfully processed; accurate and kept up to date; adequate; relevant and not excessive; kept no longer than necessary; processed in accordance with the rights of data subjects; held securely; and not transferred to countries without adequate protection. The personal information which is provided by the member is collected, stored, and processed by Bruno Vicente t/a Kickboxing Cambridge. Kickboxing Cambridge is committed to ensuring the privacy of the member's information. The academy understands that the privacy of all member's information is very important. The academy is careful about the information it asks members to provide and only uses information to provide it's members with important notifications or special offers which may be of legitimate interest to them.

## **15. Changes to the Privacy Policy**

The academy may change this privacy policy from time to time. Each time the member uses the Kickboxing Cambridge facilities, they agree to the current privacy policy at that time.

## **16. What personal information do we collect?**

The academy only collects personal information that is knowingly and voluntarily given. Generally, this occurs when the member completes the Application Form and provides the personal details.

When completing the Application Form, the academy needs to collect a variety of information including the participant's:

1. First and last name
2. Date of birth for WAKO GB insurance purposes
3. Address, telephone number in the event of a problem of any kind, as the academy may need to contact the member quickly. Please note that if the member provides someone else's telephone number (e.g. emergency contact), the member must ensure they have their permission to do so.
4. Email address for communication. The academy will use the email address with permission to contact the member about their membership of Kickboxing Cambridge, services, and opportunities.
5. Medical conditions to better deal with it in the event of a problem of any kind, and to pass these on to medical professionals.

## **17. You have a right to access the information that Kickboxing Cambridge holds about you**

The member can request a copy of the personal information held by the academy and have any inaccuracies corrected. Kickboxing Cambridge may make a charge of £5 for providing these details to the member. The academy may request proof of identity before processing such a request. Please make any requests for information to Kickboxing Cambridge at the following email address: [kickboxingcambridge@gmail.com](mailto:kickboxingcambridge@gmail.com).



## **18. How we store your personal information**

Kickboxing Cambridge stores all personal information and Application Forms in a locked filing cabinet within the academy. Only the manager has access to the filing cabinet, being the only person who can read the member's information.

## **19. How we use your personal information**

Personal information is used to enable Kickboxing Cambridge to: contact its members, administer accounts, verify identity; deal with queries; process orders; to help Kickboxing Cambridge provide the best possible service. Kickboxing Cambridge may also use information to provide details about offers, products and services available at Kickboxing Cambridge. Kickboxing Cambridge will make no further use of member's information.

**Disclosing information:** Kickboxing Cambridge will not pass information to any third parties without previous consent. The academy may disclose information about you if required to do so by law.

## **20. Updating your personal information**

Members are able to change/update the details. Please make any requests to Kickboxing Cambridge at the following email address: [kickboxingcambridge@gmail.com](mailto:kickboxingcambridge@gmail.com).

## **21. Consent**

By using the Kickboxing Cambridge academy, the member consents to the use of personal data being used in the manner set out in this policy.