



# K A I Z E N

## A C A D E M Y

## **TERMS AND CONDITIONS**

### **Academy Etiquette**

1. For hygiene purposes no shoes to be worn on the mats, at any time, for any reason, with the sole exception of Olympic wrestling shoes that have only ever been worn on matted surfaces.
2. Sandals/flip flops or shoes to be worn whenever entering any toilet areas. Going barefoot in these areas is strictly forbidden.
3. Keep a high standard of personal hygiene for the mats with clipped nails and clean hands and feet.
4. If you have any infectious skin infections (eg Staph, Ringworm) please stay off the mats until it's cleared. We strongly recommend covering any skin abrasions to reduce the chance of passing or receiving infections.
5. Whether it's full on in preparation for a fight, or a 20% light technical flow roll, respect your training partner by matching their skill and desired intensity. No one learns anything if you go 100% on someone a fraction of your size and experience.
6. We aren't really big on dictating precisely how people should or shouldn't act when in our gym or training on the mats, just have fun, be cool to each other, and learn together.

### **Property**

7. Kaizen Academy recommends members leave valuables at home or in their cars. Kaizen Academy does not take responsibility for any lost or damaged property.

### **Membership and Pay as You Go**

8. This agreement is a legally binding obligation for which you are financially responsible. If you have a membership, you acknowledge that each sub fee paid is not refundable under any circumstances and you will continue to be billed according to your regular billing schedule unless you provide notice of cancellation.
9. You agree to not conduct any kind of commercial or business activity in the club and will not act as a trainer or coach for anyone within the club.
10. Anyone attending classes without a membership pays a £10/day pay as you go fee to one of the Kaizen coaches or staff BEFORE training begins.
11. On signing up to a monthly membership you consent to Kaizen Academy invoicing and charging your debit/credit card the value of the membership signed up for on a monthly basis, until you request that we cancel the membership.
12. There are 3 bands of membership, Adult, Student, and Child. Child membership is for anyone between 3 and 15 years of age. Student membership is for anyone holding a valid NUS or other recognised student ID, or anyone at secondary school, 6<sup>th</sup> form, or college. Anyone else falls under adult membership.

13. In order to qualify for a student membership, valid student ID or proof of eligibility for student membership must be brought to Kaizen Academy for validation by a member of staff when signing up at the gym or at your first session after signing up online.
14. Membership subscription fees are processed via monthly credit/debit card invoicing on Stripe. Payment will be invoiced on the same day of the month as when signup occurred, i.e. a signup on 22<sup>nd</sup> of May will be immediately invoiced and charged, then invoiced/charged next on 22<sup>nd</sup> June, then 22<sup>nd</sup> July etc. This may be shifted slightly in cases such as the subscription invoice day landing on a bank holiday, or payments normally on the 31<sup>st</sup> in a month without that many days etc.
15. Each subscription invoice pays for the following month's membership in advance. For example, a membership originally invoiced and paid on the 22<sup>nd</sup> May will entitle the member to gym and lesson attendance at Kaizen Academy per week until the 22<sup>nd</sup> June, when the next invoice will be charged, for access until 22<sup>nd</sup> July etc. A subscription fee does not cover any time other than the month immediately after invoicing.
16. Child memberships are either 1/week or unlimited. For 1/week you or your child agree to not attend Kaizen Academy more than this session allowance per week for the month following invoicing. Lesson allowances are for a period of Monday-Sunday, and generally cannot be saved up, or carried over to subsequent weeks, other than at the discretion of one of the coaching team, when given advance warning that you would like permission to do this. It should not be attempted without letting Kaizen Academy staff aware.
17. Subscription invoicing dates can be altered to a date other than that you originally signed up on, if this is more convenient, although this will incur a pro-rata change in the next subscription fee to ensure all days are still covered by the membership. For example, deciding to change invoice date to the 15<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 15<sup>th</sup> will be proportionally cheaper than usual, to prevent you "loosing" 7 days. Likewise, changing invoice date to the 29<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 29<sup>th</sup> will be proportionally more expensive, to prevent a free "gain" of 7 days membership. In these instances, we will let you know the difference in your next invoice.
18. Subscription fees are final, and cannot be refunded, even in the event that you do not attend the academy for an entire month after paying a subscription fee for that month. It is your duty to cancel membership in a timely manner in the event of long absences or leaving Kaizen Academy, and your duty to make the most of your membership after paying a subscription fee.
19. In the event of an invoice being unable to be charged instantly upon invoicing, due to but not limited to insufficient funds or a change of debit/credit card, you are obliged to get in contact or respond ASAP to sort out or discuss any issues where they arise, via email or Facebook message.
20. If payment is still not resolved 1 month after the initial invoice, this will count as a cancellation.
21. If payment is delayed, membership subscription period still begins from the date of the original invoice, and not the date of eventual payment. For example, if a subscription fee is invoiced on the 22<sup>nd</sup> June, but the charge fails due to insufficient funds, the membership period will still be 22<sup>nd</sup> June – 22<sup>nd</sup> July no matter the date of eventual payment. Membership is from one month after date of invoice, not payment.
22. Memberships do not include private sessions or consultations.
23. Membership is not transferable and must be used only by the registered member.
24. Kaizen Academy reserves the right to cancel any membership if we view the member in question to be breaching our rules of conduct or behaving in a way which we deem offensive or dangerous. If this is the case, we will cancel the membership and the member will not be liable to pay the remaining months of his/her contract or any fees normally incurred.
25. Kaizen Academy reserves the right to refuse membership or admittance.

## **Membership Cancellation/Alteration**

26. Memberships can be cancelled or altered by either email ([support@kaizenlancaster.co.uk](mailto:support@kaizenlancaster.co.uk)) or Facebook/Instagram message. We strive to enact any requests as fast as possible, but as we are only a very small team this can sometimes take up to 2 working days. For this reason, please try and request any changes as early as possible before your next billing date to avoid the invoice being charged.
27. All memberships will continue to be invoiced and charged indefinitely, until cancellation is requested. Until cancellation is requested, all sub fees are non-refundable.

## Disclaimer

28. Kaizen Academy reserves the right to change the timetable of classes or instructors without prior notification.
29. While Kaizen Academy will strive to create as safe an environment as possible (for further information see our risk assessment documentation), you accept that a risk, no matter how small, always exists when doing any form of exercise, which could conceivably lead to injury, illness or even fatality.
30. You accept that when training martial arts, especially with a live rolling or sparring element, bumps, bruises, scrapes, scratches and soreness are commonplace, and most learners will experience minor injuries from time to time.
31. You accept that intermediate injuries may also be encountered including sprains, strains, twists, cramps, cuts and injuries of a similar magnitude.
32. You accept the more infrequent possibility of serious injury such as fractured bones, broken bones, and torn ligaments, though most students should not encounter these.
33. You accept that no matter how remote, there exists an extremely minor risk of death or crippling.
34. Kaizen Academy Limited, our staff, agents and subcontractors shall not be held responsible in the event of any injury, accident, illness or death which may result and can accept no liability other than in accordance with such duty as is implied by the Occupiers Liability Act 1984 as amended.
35. Kaizen Academy Limited strongly advises that you pay attention to uncomfortable or painful sensations as a result of any injury, obtained on or off the mats, and avoid training through them, especially in the instance of acute pain. If problems from an injury persist we strongly advise you see a doctor or relevant medical professional. You acknowledge this advice.

## Membership Agreement Declaration

Before starting any physical training program, it is important to ensure that you are fit and healthy to do so. Please read the following questions carefully and answer each one honestly.

1. Has your doctor advised you not to do any physical exercise or training?
2. Are you pregnant or post-natal?
3. Do you suffer from asthma or breathing difficulties?
4. Are you taking any medication?
5. Do you suffer from diabetes or epilepsy?
6. Do you suffer from an allergy?
7. Has your doctor ever said you have a heart condition and should only do physical activity recommended by a doctor?
8. Do you ever feel pain in your chest when you do physical activity?
9. In the past month, have you had chest pain when you were not doing physical activity?
10. Do you lose your balance because of dizziness or do you ever lose consciousness?
11. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
12. Do you know of any other reason why you should not do physical activity?

If you answered yes to one or more questions, are older than age 40 and have been inactive or are concerned about your health, consult a physician before continuing with your Kaizen Academy membership. You should ask for a medical clearance along with information about specific exercise limitations you may have.

In most cases, you will still be able to do any type of activity you want as long as you adhere to some guidelines, or provide our coaching staff with relevant information. In continuing with your Kaizen Academy membership, you acknowledge that you answered no to all of the above PAR-Q questions, or have medical clearance to continue.