# HANSU TAEKWONDO MEMBERSHIP TERMS & CONDITIONS

This is an agreement between you (the Member) and Hansu Taekwondo.

By completing the joining process via our website or by paper application form, and becoming a Member of Hansu Taekwondo, you are accepting all the terms and conditions in this Membership agreement and agree to abide by them at all times.

#### Definitions and Interpretation

- Annual Membership Fee: means the fee paid each year by the Member to the British Taekwondo Federation.
- Administration Fee: means the fee charged by Hansu Taekwondo to the Member for processing the Annual Membership Fee and other administration tasks undertaken by Hansu Taekwondo on behalf of the member.
- British Taekwondo Federation: means the governing body for the sport of Taekwondo in the United Kingdom.
- Class: means the class to which you are assigned by Hansu Taekwondo appropriate to your age and ability

• Data Protection Legislation: means the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended, replaced or superseded, and all other applicable laws and regulations relating to the processing of personal data and privacy together with any applicable guidance and / or codes of practice issued or endorsed by the Information Commissioner or relevant government department in relation to such legislation.

- Exceptional Circumstances: means significant illness, injury or any other circumstances a Member can evidence to Hansu Taekwondo's reasonable satisfaction in order to entitle the Member to early termination of their Membership.
- Hansu Taekwondo: is a club registered with the British Taekwondo Federation.
- Head Coach / Instructors: Hansu Taekwondo's head coach is Georgios Bilalis. Instructors are those persons qualified in Taekwondo and certified by the British Taekwondo Federation, DBS checked, and retained by Hansu Taekwondo to teach or assist with classes and events including, but not limited to, Taekwondo gradings, competitions and seminars.
- Location / Place of Classes: means the facility at Hansu Taekwondo, Broomfield Lane, Palmers Green, London N13 4EY, or such other locations at which Hansu Taekwondo may from time to time hold classes.

- Medical Book: means a document recording any injuries which occur during a class.
- Membership / Member: means
  - an adult Member, or a parent or guardian of a person under the age of 18 years who participates in Hansu Taekwondo classes, and
  - who pay the Membership fee, and
  - signs the terms and conditions contained in this agreement.

• Membership Fee: means the amount a Member agrees to pay each month for their monthly Membership; or each term for their termly Membership, or in the case of a Walk-In member, agrees to pay for each class they attend.

• Monthly Membership: means a Member who pays for their Membership monthly in advance. Monthly Membership is entered into on a rolling contract from one calendar month to the next.

• Membership Portal: means the Hansu Taekwondo website and related webpages where Members can access their Membership details through their online account and find information about classes and updates.

• Membership Start Date / Commencement Date: means the date on which a Member signs and dates this Membership form.

• Parental Responsibility: means the parents' or guardians' responsibilities and duties towards their child or children in relation to their welfare, safety and property.

- Rules: means facility rules, and any other activity rules that are on display at each class or online which should be read and adhered to.
- Promotional Rate: means where applicable, the amount a Member agrees to pay during the introductory period specified in any promotional or introductory offer.

• Termly Membership: means Membership entered into on a rolling basis from one term to the next. There will be 3 terms per year which will follow the term dates (inclusive of half term) set by Enfield Council for schools within the borough, unless shortened or extended by Hansu Taekwondo in its absolute discretion.

https://new.enfield.gov.uk/services/children-and-education/school-admissions-and-information/termdates/

Walk-In Membership: means a Membership in which a person attends a class or classes but not on a Monthly or Termly basis.

#### 1. Members' Obligations

• Members agree to provide Hansu Taekwondo with full and up to date contact details including their current and active email address, mobile phone number and / or landline phone number, and a full postal address.

- Members agree to inform Hansu Taekwondo immediately of any change in their contact details.
- Members agree to join the British Taekwondo Federation and abide by all of its rules, guidance and policies, and to pay the joining fee to the British Taekwondo Federation. Members who have not joined the British Taekwondo Federation will not be allowed to participate in Hansu Taekwondo classes, gradings and tournaments.

#### 2. Fees, Payments and Invoicing

• Fees are as detailed in our Pricing Schedule, which is available on our website www.hansutkd.co.uk/faq.

• All Fees are paid in advance and are non-refundable subject to paragraph 4 below, Cancellation of Membership

• Walk-in Members must pay their fee in full prior to attending the session and must understand that they may be turned away from the session if there is insufficient capacity.

• Monthly or Termly Members will be invoiced at the beginning of each month or term, depending upon whether they have signed up for Monthly or Termly Membership.

• Invoices will be sent to Members electronically, to the email address which they have provided to Hansu Taekwondo, unless otherwise agreed by Hansu Taekwondo.

Members agree to pay

- The Annual Membership Fee and the Administration Fee
- The Monthly or Termly Membership Fee

• Members shall pay each invoice sent to them by Hansu Taekwondo in full within seven (7) days of receipt.

• If Members fail or refuse to pay an invoice in full within seven (7) days of it being sent to them, Hansu Taekwondo can exercise its discretion to refuse the Member attendance at any class to which they are signed up, until their outstanding balance has been paid in full.

• All Membership fees are reviewed periodically and Hansu Taekwondo will give Members at least 30 days notice of any change.

# 3. General Conditions

• Members use of Hansu Taekwondo facilities, classes and equipment are subject to:

- Any rules relating to classes or the facility at which classes are held.
- Capacity.
- Having and wearing attire appropriate to the activities undertaken in Hansu Taekwondo classes.
- Members must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers at any facility used by Hansu Taekwondo.

• Members are not permitted to attend Hansu Taekwondo classes when under the influence of alcohol or illegal drugs.

• Members are not permitted to smoke, vape or use e-cigarettes in any class.

• Members agree to be punctual to every class.

• Late arrivals may be refused admission to classes.

• Hansu Taekwondo does not accept any responsibility for any personal belongings lost or stolen during a class.

# 4. Cancellation of Membership

• Membership will be renewed on a rolling basis, either from month to month or from term to term depending upon which Membership option a Member chooses.

• In order to amend or cancel their Membership of Hansu Taekwondo a Member must contact Hansu Taekwondo by email at info@hansutkd.co.uk at least fourteen (14) days prior to their next monthly or termly payment.

• Failure to notify Hansu Taekwondo by email of the Member's intention to amend or cancel their Membership at least fourteen (14) days prior to their next monthly or termly payment will result in the Member being charged an additional fee of one month's payment.

# 5. <u>Cancellation of Class / Change of Time or Location by Hansu Taekwondo</u>

• Hansu Taekwondo will make every effort to deliver all scheduled classes.

• In the event that Hansu Taekwondo needs to postpone, relocate, cancel, or change the time of a class or classes, for any reason, Hansu Taekwondo may offer Members an alternative class or classes within the seven (7) calendar days following the class or classes that have been affected. No alternative classes will be offered beyond this period.

# 6. Missed Classes

• If a Member misses a class, their fee will not be refunded.

• If a Member contacts Hansu Taekwondo more than five (5) hours before a class in order to reschedule, Hansu Taekwondo will use its best endeavours to provide the Member with the option of attending an alternative class where available within the next (7) seven calendar days.

#### 7. Parental Responsibilities and General Conduct

• Members will at all times behave with courtesy and respect towards all other Members and Hansu Taekwondo staff.

• Members who are parents or guardians agree to drop their child or children promptly at their classes, to be responsible for their child or children until their class or classes begin and to collect them promptly at the conclusion of their class or classes.

- Hansu Taekwondo, its owners, instructors, and / or anyone representing it accepts no responsibility for a Member's child or children until they are and in the training room with the instructor and are signed in on the class register.
- Members who are parents or guardians must remain with their child or children until a member of the Hansu Taekwondo team is present.
  - Where Hansu Taekwondo and its staff feel unable to control a Member's behaviour, and that behaviour is deemed to be detrimental to other Members, Hansu Taekwondo will engage with the Member and / or the parents or guardians of the Member in the first instance to address the matter. If the Member's behaviour continues to be unacceptable or disruptive, Hansu Taekwondo reserves the right, in its absolute discretion, to:
  - ask the Member to leave the facility;
  - refuse the Member admission in future;
  - exclude the Member in the future from any facilities used by Hansu Taekwondo.

• If a Member is excluded from future use of Hansu Taekwondo facilities for breaches of these terms and conditions, their Membership will be terminated, and the Member will not receive a refund of any fees paid in connection with their Membership.

#### 8. Photos and Image Consent

- No photography is permitted in the facility used by Hansu Taekwondo.
- If Members wish to take a photo of their child or of themselves, they must ask permission from Hansu Taekwondo's instructors.
- Hansu Taekwondo will from time to time take pictures, and / or videos of Members performing and practicing during classes to showcase their skills, for feedback and progress monitoring and for advertising and promotional purposes.

• The photos and videos will be appropriate and will be safely stored in accordance with data protection legislation and policy.

• Members give their consent for Hansu Taekwondo to use their image, likeness and voice, recorded in digital format, without payment, for the purposes stated above. Such images and film may be edited, exhibited and distributed through any media that Hansu Taekwondo considers appropriate in promoting its business.

#### 9. Equipment

• Members may bring their own equipment to classes or may use equipment provided by Hansu Taekwondo.

• Hansu Taekwondo reserves the right to charge a Member for the cost of the damage and / or any replacement equipment where they or their child or children cause or causes any damage to equipment owned or provided by Hansu Taekwondo.

# 10. Data Protection

• Hansu Taekwondo processes the personal data collected in a Member's application in accordance with UK Data Protection law and in order to provide, manage and administer Membership services to Members.

• In the interests of Data Protection, Hansu Taekwondo will take all necessary steps not to give contact details to a third party, unless express permission is given by Members and their parents if under 18 years of age. All data is processed in accordance with the Data Protection Act 1998 and in conjunction with British Taekwondo policy.

Our full Data Protection Policy can be accessed here [Link/PDF]

#### 11. Health and Safety

• All Members are required to complete the health questionnaire (*British Taekwondo New Starters*' Information and Checklist Form) <u>attached.</u>

• Members agree that their health is their responsibility. Exercise carries its own risk, and Members should therefore never exercise beyond their ability. Members who have any doubts as to their fitness, or have any medical conditions that may affect their safety through exercise, should seek advice from their doctor before taking part in classes.

• Members agree to notify Hansu Taekwondo of any health condition that may develop in the course of their Membership, and any concerns about their health.

- Members with medical conditions e.g., asthma must bring prescribed medication to all classes and the instructor must be informed.
- Any injury, however slight, must be reported to the instructor and entered in the Medical Book.
- Members attend classes at their own risk.

• Members confirm that they fully understand that they will be taking part in contact sport, that involves intense physical exercise, including aerobic, resistance training, stretching, and running, which can result in injury or death.

• Members agree that they will discuss any health problems with the Instructor.

• Members accept responsibility for any avoidable injury to another Member, and that Hansu Taekwondo, its instructors or anyone representing it cannot be held responsible for these injuries caused by negligence or recklessness on the part of the Member.

#### 12. Amendment of Terms

• Hansu Taekwondo may review and / or amend these terms and conditions at any time.

• Hansu Taekwondo will use reasonable endeavours to inform Members of any significant changes to the terms and conditions as far in advance as possible. Notices may be displayed in the facilities, on the Hansu Taekwondo portal, and / or will also be communicated to Members through email, text or WhatsApp messages.

#### 13. Governing Law

• These terms and conditions, and any dispute arising out of or in connection with them, shall be governed by, and construed in accordance with, the law of England and Wales.

• No failure by Hansu Taekwondo to enforce any provision in these terms and conditions shall constitute a waiver of their right to subsequently enforce that provision or any other provision of these terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

• Anyone who is not a Member of Hansu Taekwondo and therefore not a party to these terms and conditions shall not have any rights under or in connection with them.

#### **Declaration**

I / my child or children agree to and will abide by the Terms and Conditions of Hansu Taekwondo. By signing below, I am demonstrating that I have fully read and understood the Terms and Conditions and I am happy to commence Membership / Trial at Hansu Taekwondo in agreement with these terms. I understand that it is binding and non-negotiable.

Member's Full Name:

Full Name of Parent / Guardian (if the Member is under 16 years old):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_