

## KKACADEMY TERMS AND CONDITIONS

### 1. INTRODUCTION

1.1 This section sets out the Terms and Conditions by which KKAcademy agrees to provide products and services to you and your child.

1.2 When you book or purchase any product or service from us, you are signifying your agreement to these Terms and Conditions. It is your responsibility to familiarise yourself with them before you book or purchase any product or service from us.

1.3 We reserve the right to modify, cancel or append to these Terms and Conditions. The current Terms and Conditions always appear on our Website. On renewal of Sessions or purchase of any KKAcademy product or service, the most recent Terms and Conditions shall apply.

### 2. DEFINITIONS

2.1 The club shall be known as KKAcademy (KKAcademy) and is registered with the International Organization "Kyokushin Karate Great Britain" and British Gymnastics.

2.2 KKAcademy offers sports activity to children and adults in Lewisham Borough.

2.3 "Members" - KKAcademy calls member both; children and parents who are paying full price per half term for the karate classes at the beginning of the half term.

2.4 "Non-members" KKAcademy calls non-members both; children and parents who are paying single fee before each karate session.

2.5 "Booked Session" is a Session that we have agreed, verbally or in writing that your child may attend.

2.6 "Class" refers to one self-contained Workshop as part of a School that occurs at a specific time on the same day at the same venue each week during Term-Time.

2.7 "Trial Session" is a Session we agree to provide one off payment session.

2.8 "Challenge" is an appraisal and subsequent award designed to celebrate children's achievements as they progress through Perform.

2.9 "Experience" is a holiday course offering sport activities for a certain amount of hours per day for a period of between one and five consecutive days.

2.10 "Inform", "Notify", "Communicate" and "Contact" are the processes by which we exchange information and enter into contracts regarding our products and services.

2.11 "Missed Session" is a Booked Session, no part of which has been attended by your child.

2.12 "Perform Party" or "Party" refers to themed sport activities facilitated by us on premises provided by us.

#### *Venues' addresses:*

*Fairlawn Primary School, Honor Oak Road,  
London, SE23 3SB*

*Rathfern Primary School, Rathfern Road  
London, SE6 4NL*

*Tel: 020 8697 8225*

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2.13 "Registration Form" is the online Registration or pre-printed or blank form we will give to you to check and complete when you attend a Trial Session and before leaving your child with us.

2.14 "Health and Fitness Questionnaire" refers to pre-printed form we will give to you to answer truthfully, in case of any concerns you should seek an advice of your GP and Karate Instructor.

2.15 "Session" refers to a particular Class held at a specific time on a specific date at a specific venue for a specific duration.

2.16 "Term-Time" denotes the periods throughout the year during which we run regular weekly Workshops as stated on our Website.

2.17 "Transferring" is where a child moves permanently from one class to another. "Transfer" shall be construed accordingly.

2.18 "Untaken Session" is a Booked Session which has not yet been attended and which is not due to occur within the next three working days.

2.19 "Waiting List" is a list maintained by us comprising children who wish to attend a particular Session which is over-subscribed.

2.20 "You" refers to a person or organisation buying products or services from us.

2.21 "Your child" is any child for whom you are nominated as an authorised adult on the Registration Form regarding your dealings with us and we therefore deem to be in your care. "Children" shall be construed accordingly.

### 3. SPORTS CLASSES

#### 3.1. TRIAL SESSIONS

3.1.1 We will offer your child one Trial Session in a Class of their choice. This is providing:

- a) There is availability in the Class;
- b) Your child has not previously attended any other Trial Session.

3.1.2 You must provide us with such contact, identification and health details as are requested by us so that we can assume responsibility for your child during the Session.

#### 3.2 SIGNING-UP AND BOOKING

3.2.1 You must check and sign the Registration Form, Health and Fitness Questionnaire and Declaration prior to the first sports Session ensuring that it is accurately and fully completed.

3.2.2 You must book all Sessions run during school Half Term at any one time. Unless booking one single session at the time at the higher rate.

3.2.3 Details of KKAcademy Half Term-Time dates can be found on our Website. It is your responsibility to make yourself aware of these.

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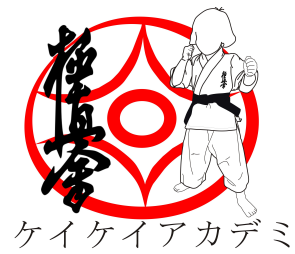
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### 3.3 PAYMENT

3.3.1 The cost of Booked Sessions and valid methods of payment are given in the current Payment Information and can be found on our Website.

3.3.2 The full cost of Booked Sessions minus any agreed discounts must be paid before the first Booked Session.

3.3.3 If full payment is not received by the end of the first Booked Session, we reserve the right to suspend all Untaken Sessions.

### 3.4 DISCOUNTS

3.4.1 Limited discounts are available in certain circumstances. Only one discount can be used against the cost of Booked Sessions at any time.

3.4.2 Sibling discounts only apply to the younger children if, at the time of renewal or booking, the eldest child's Booked Sessions extend up to the younger child's first new Booked Session and all Siblings are attending the same Session.

3.4.3 All discounts must be claimed at the time of booking. No retrospective discounts or refunds will be offered.

### 3.5 TRANSFERRING

3.5.1 If you would like your child to Transfer to a School other than the one they are currently attending, you must notify us at least two days prior to your child's first intended Transferred Session. Subject to availability in the requested Class.

### 3.6 ADDING NEW SESSIONS

3.6.1 If you would like your child to attend more than originally booked sessions per week at School other than the one they are currently attending, you must notify us at least two days prior to your child's first intended Added Session. Subject to availability in the requested Class.

3.6.2 The new Booked Sessions may not be attended until you have paid for any additional Sessions in full.

### 3.7 CANCELLATIONS

3.7.1 All deposits, however paid, are non-refundable.

3.7.2 You may cancel your child's Untaken Sessions at any time and for any reason.

3.7.3 Term Payment is partly refundable in terms of long term illness or injury (over 3 weeks) or cancellation notice. We have 4 weeks cancellation non-refundable notice period what starts from the day of notifying Club Manager. The outstanding balance will be calculated and refunded to parent.

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### 3.8 MISSED SESSIONS

3.8.1 Sessions missed for any reason may not be added on to the end of the Booked Sessions under any circumstances.

### 3.9 CONTENT

3.9.1 We reserve the right to alter, vary, omit or substitute any part or parts of any Workshop provided by us described in any promotional or other materials published by us or on our behalf.

3.9.2 In the event of any change in any content as described above, we will have no liability to refund any part of any fee or deposit paid.

### 3.10 WAITING LISTS

3.10.1 If your child is on a Waiting List, this does not guarantee a place in a particular Session.

3.10.2 We accept no responsibility and make no guarantees to the order in which places are offered.

### 3.11 UNIFORM

3.11.1 The relevant leotards, gymnastics uniforms (fitted short sleeve top and shorts), Karate Gi Uniform and Karate Sparring Kit - Hand Mitts and Shin Instep Pads (all in white) must be purchased and worn by the child to every karate training session. We reserve the right to refuse admission without refund if a child is not wearing a correct uniform.

3.11.2 All uniform must be paid for at the time of purchase.

3.11.3 Refunds will only be offered for uniform in a saleable condition and where the cellophane wrapper is intact.

3.11.4 Uniform proven to be faulty will be replaced if returned within seven days of purchase.

3.11.5 Wearing any jewellery during sport session is highly prohibited.

## 4. TOURNAMENTS AND GRADING

### 4.1 CHALLENGE ENTRY

4.1.1 Challenge entry is only on recommendation by us.

4.1.2 Entry is only complete on payment of the Challenge Fee.

4.1.3 We will notify you of the times and locations of Challenges you have entered your child for at least two weeks before the Challenge.

4.1.4 We will endeavour to offer you a time and venue close to the one requested though this may not always be possible.

### 4.2 MISSED CHALLENGES

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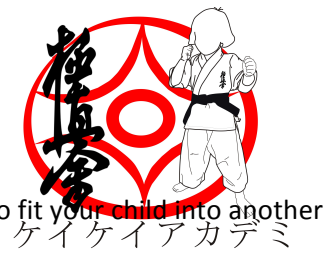
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4.2.1 If your child misses or is late for the Challenge, we will endeavour to fit your child into another slot. However, this may not always be possible.

#### 4.3 CHANGES & CANCELLATIONS

4.3.1 If you have booked a Challenge and now wish to change the date or time, you may do so without cost subject to availability.

4.3.2 If there is no availability at a convenient alternative venue or time, the cancellation terms in paragraph 6.3.3 below will apply.

4.3.3 If you have booked a Challenge and now wish to cancel, you will forfeit the entire amount paid.

#### 4.4 GRADING AND ASSESSMENTS

4.4.1 We will notify you of the times and locations of grading/ assessment you are entitled to enter your child. We will notify you on writing – information slip and text message. Additional information can be found on our website.

4.4.2 We carry grading/ assessments towards belts, certificates and badges following karate or gymnastics curriculum. Also KKAcademy staff regularly assess club members towards their development progress based on results achieved in the class, club and regional competitions.

#### 5. Provision

5.1 Staff ensure that the environment where the sports activity takes place are safe and helps to reduce the risk of injuries and/ or being abused through their participation within the sport.

5.2 On the regular basis our staff maintenance the apparatus, equipment and other club property. To improve children health and safety our staff make sure that the hall surface is clean and safe before each session.

5.3 KKAcademy club has selected area for the first aid facility within the hall.

5.4 Due to health and safety of the participants access to the training are by third party is strictly prohibited. On the parents request, we can allow parent and child to enter the hall for short period of time to make sure child will settle well. We provide view area for parents to be able watch child during the session.

5.5 Waiting area for parents and third parties is located next to the hall (training area).

5.6 Toilets for children and disable toilet. In the premises there are toilets for children male and female as well adult/ disable toilet. All members are advised to this use facility. Access to the facilities marked as PRIVATE or STAFF is strictly prohibited by any club member, parents or third parties.

5.7 Changing area for young children and parents is located in the ground floor next to the office. Changing in the waiting area is strictly prohibited.

5.7.1 Because there is no male and female changing rooms KKAcademy club management team

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strongly advise young people and adults to arrive to the club dress in the uniform, under their casual cloths.

5.7.2 In case of emergency or exceptional situation please contact member of staff to use safe area to get change.

5.8 Access to the premises is only via pedestrian gate. All entry is monitored by CCTV.

Access to the venue via driveway by pedestrian is prohibited. Driveway is allowed only for individuals' accessing the venue by car, motorbike and cyclists.

The car park is reserved for club staff, school employees and emergency vehicles.

5.9 Access to the outdoor area of the premises is partly restricted due to health and safety. All restricted are have NOTICE displayed or are locked.

5.10 Outdoor area is monitored by CCTV 24/7.

## 6. EXCLUSIONS

6.1 In the event that we consider:

a) You are in breach of any of these Terms and Conditions or any financial regulations issued from time to time by us;

b) The behaviour of your child is disruptive or likely to put other children or KKAcademy staff in danger; or

c) Your behaviour towards us, other customers, children in their care or our suppliers, agents, managers, subcontractors or employees is disruptive, inappropriate, consistently negligent (including late collection of your child) or likely to bring us or any of our products or services into disrepute, we reserve the right to exclude your child with immediate effect from any KKAcademy activity or part thereof.

6.2 In the event that your child is excluded, no fees or deposits will be repaid to you and we reserve the right to seek payment of the balance of any fees due to us.

## 7. RETURNED PAYMENTS AND REFUNDS

7.1 We will make an administrative charge to cover cheques returned unpaid or unreasonably disputed credit card payments or unhonoured Direct Debits.

7.2 In circumstances where a payment is returned, we reserve the right to exclude your child without refund.

7.3 Refunds are issued in cheque form. Cheque needs to be collected by parent and refund invoice needs to sign in.

7.4 We will process any refund within 14 days of notifying you that we are issuing you the refund.

## 8. LIABILITIES

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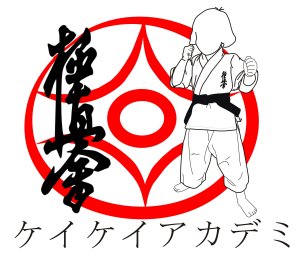
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## 8.1 DISCLAIMER

8.1.1 Karate is a Martial Art. This means that it is a combative system, which involves physical movements that are designed to both attack and defend oneself.

By joining a Karate Club you are placing yourself in an environment where you will practise with others. Some of the movements are practised on each other, and whilst every effort is made to minimise accidents, there are occasions where these can happen. The accidents that do occur are usually of an impact type injury such as bruising.

A member or visitor engaging in the KKAcademy activities are responsible for ensuring that he or she is properly equipped and that his or her state of health and physical condition are such as not to involve any risk to him or herself or any other person making use of the club. Members are responsible for their own insurance in respect of injuries suffered, loss or damage to equipment.

8.1.2 Gymnastics is a high-risk sport. I agree to undertake all aspects of training (where I can and wish to) and be guided by the instructor in the safest way of undertaking this type of physical exercise. I accept that injuries do occur, but every effort will be made to ensure that this is avoided wherever possible. Being fully aware of these dangers and in consideration of the minor being permitted to participate in activities at this facility, I fully accept and assume all such risks and responsibility for losses, costs, and damages I, or my child, incur as a result of my child's participation in the activities at this facility.

## 8.2 CANCELLATIONS & VENUE CHANGES

8.2.1 We reserve the right to cancel any Workshop, Sport Classes, Party, Performance, Perform4Schools or other service at any time up to and including the date the activity starts. Should this occur we will endeavour to give you at least seven day's notice and will attempt to offer you a viable alternative or will offer you a refund of any fee paid.

8.2.2 Occasionally it is necessary to temporarily change the venue of our Workshops, Experiences or any other activity. Where this occurs we will endeavour to ensure that the alternative venue is no more than five miles from the usual location. If the distance is greater than five miles and, as a result, your child is unable to attend, subject to application in writing by you, we will credit Your Account with the amount you paid for the Missed Session.

## 8.3 HEALTH & INJURIES

8.3.1 We accept children on the assumption that they are in good health and it is your responsibility to alert us to any medical complaint or history suffered by your child.

8.3.2 We do not accept responsibility for loss or damage arising from errors or omissions on the Registration Form and Health and Fitness Questionnaire whether completed by you or by another person in charge of your child at the time of completion.

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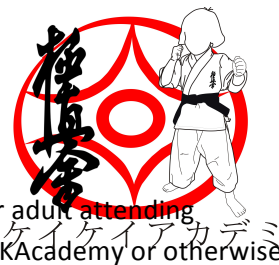
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8.3.3 We do not accept liability for death or personal injury to any child or adult attending KKAcademy or any activity related to KKAcademy whether organised by KKAcademy or otherwise save to the extent that such injury shall be caused by the negligence or default of any member of our staff or any other default on our part.

#### 8.4 PERSONAL PROPERTY

8.4.1 We do not accept responsibility for any loss of, or damage to, personal property belonging to you or your child irrespective of whether such possessions might be used by you or the child for the purposes of any Perform activity save to the extent that such loss or damage shall be caused by the negligence or default of any member of our staff or any other default on our part.

#### 8.5 OTHER LOSSES

8.5.1 We do not accept responsibility for any loss or expense due to circumstances beyond our control, including, but not limited to, delays in public transport, weather, quarantine, sickness, bereavement, strikes or other industrial action, terrorism, fire and riot.

8.5.2 Without prejudice to the other terms of this agreement, in no event (including our own negligence) will we be liable for any:

- a) Economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- b) Loss of goodwill or reputation;
- c) Any other special, indirect or consequential losses; or
- d) Loss to third parties.

#### 8.6 LIMITATIONS

8.6.1 No provision of these Terms and Conditions shall operate or be construed to operate so as to exclude or restrict our liability under the provisions of any UK legislation in force from time to time which are not capable of being excluded or restricted.

8.6.2 Save as otherwise required by UK legislation, our total liability for any loss, damages, costs or expenses shall not exceed an amount equal to the invoice value for the services provided.

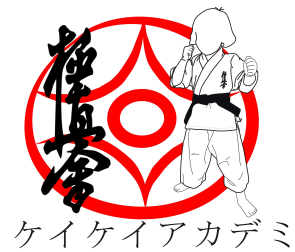
### 9. PERSONAL INFORMATION

9.1 Your personal information is being provided only to KKAcademy unless it is specifically stated otherwise. We will not disclose your personally identifiable information to any person or company except where you have given us permission to do so. Or if the law requires it or where in good KKAcademy believes such action is necessary to comply with a legal process.

9.2 From time to time, photographs, film, video or audio recordings may be made during Perform activities for publicity, promotional or broadcast purposes. Please inform us before any such event if you do not wish you or your child to appear or be identified in any such material.

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## 10. MISCELLANEOUS

### 10.1 GENERAL

10.1.1 These Terms and Conditions and any documents referred to herein constitute the entire agreement between you and us in connection with your booking, purchase or use of our products and services super ceding any prior agreements between you and us.

10.1.2 You agree that you have entered into these Terms and Conditions without reliance on any representation, warranty or undertaking by us which are not set out expressly in these Terms and Conditions.

10.1.3 We shall not be under any liability for any failure to perform any of our obligation under these Terms and Conditions if we are prevented from or delayed in so doing due to any circumstances beyond our reasonable control, provided that if the event in question continues for a continuous period in excess of 60 days, you shall be entitled to give notice in writing to us to terminate the contract.

### 10.2 CONTACT

10.2.1 You may contact us by calling the relevant telephone number found on our Website, or by writing to us at the address outlined in your acceptance letter or email. We will be deemed to have received any communication from you, in the case of communication by telephone at the time of you speaking to a telephone operator or, in the case of communication by post, a correctly addressed letter sent by pre-paid first class post or recorded delivery post shall be deemed to have been received two working days after the date of posting.

10.2.2 We may contact you by post, telephone, email, text or fax. Notification sent to you by post will be deemed received by you within two working days. Any other notification will be deemed received by you within one working day.

10.2.3 In case of changing the address or contact number or email, contact Club Manager and provide the changes. The changes can be done also online via CMS system in the member profile. Notification about the changes will help maintain a list of parent contact details and emergency numbers.

### 10.3 CHILD COLLECTION

10.3.1 It is your responsibility to ensure that we have current contact details for you and all adults authorised to pick up your child. You must also keep us apprised of any changes in the health or other relevant circumstances of you or your child.

10.3.2 We may accept any instructions which are given to us regarding a child from anyone who is nominated as an authorised adult on the Registration Form for that child.

10.3.3 Parent or guardians need to provide the following information in writing regarding child collection:

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The child will be collected at the end of each session.

The child can make their own way home at the end of each session.

The child will go straight to ASC (After School Club)

10.3.4 If there are any other circumstances or emergency incidents parents or guardians need to contact club manager directly.

10.3.5 It is prohibited to arrange the transport with the child coaches.

10.3.6 In case of late child collection, parent or guardian needs to contact Club Manager. Parent or guardian need to provide clear guidance on what they wish the club to do, e.g. consent for another parent to transport their child home.

If parent/ guardian is late than 15 minutes, club manager will contact parents on the number provided. If this wont respond we will contact person nominated as a emergency contact.

If no-one can be reached, we will contact the local police or Children's Social Care Services to enquire about the best course of action.

10.3.7 Parents, who persistently fail to collect a child on time or have not arrived after a reasonable period of time, and have given no prior notice or informed the club they are delayed, may be failing to provide adequate care for their child. Club Welfare Officer and another club officer will arrange to meet with the parent to discuss the matter.

#### 10.4 LAW & JURISDICTION

10.4.1 Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

10.4.2 If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect.

10.4.3 Our relationship with you is subject to English law and you and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.