

KB FITNESS

TERMS AND CONDITIONS

The purpose of these Terms & Conditions is to ensure that KB Fitness offers all KB Members an enjoyable KB experience, without any confusion or discrepancy. Please do take the time to read all clauses.

1. CODE OF CONDUCT

- 1.1 Each Member (“the Member”) of KB FITNESS (KB Kickboxing) must abide by the KB Fitness Code of Conduct found on the KB Kickboxing Website (“the Code of Conduct”) at all times.
- 1.2 Failure by the Member to abide by the Code of Conduct may, at the sole discretion of Kelly Bunyan, result in the immediate termination of his/her Membership, in accordance with Clause 3.1.

2. MEMBERSHIP

JOINING

- 2.1 The Member must be aged 12 years or over.
- 2.2 Start up Fees (“the Joining Fee”) must be paid immediately upon becoming a Member. This fee incorporates a Membership/Licence Fee (as set out in Clause 5.1), plus the class fees for the remainder of the current calendar month, if applicable. These fees are not refundable outside of the statutory 14 day ‘cooling-off period’ (applicable to distance online purchases) or if a class is attended.
- 2.3 The “KB Membership” starts from the first calendar week of the first (1st) Beginner Class that the Member has an allocated space within, irrespective of attendance.
- 2.4 KB Fitness has the absolute right to refuse an application for KB Membership.

DURATION

- 2.5 Upon joining, the Member is agreeing to commit to an initial Commitment Period of Membership for the remainder of the month in which they join (if joined after the 1st), plus the following one (1) calendar month. Upon expiry of this initial period, the Membership will automatically continue indefinitely subject to the termination provisions detailed below.

MEMBERSHIP SCHEMES

- 2.6 “KB Plus” Scheme: The Member is entitled to one class every calendar week plus one extra class per calendar month. £48 (inc. VAT) payable on the first (1st) of every month. The class must be in the same discipline.
- 2.7 “Unlimited” Scheme: The Member is permitted to attend all weekly scheduled Kickboxing and Kung Fu (KF for Green+ Belts). Extra classes, including but not limited to Self Defence, Sparring, Technical Clinics and Core class are not included in the scheme. £89 (inc. VAT) payable on the first (1st) of every month.
- 2.8 The Member may change from the KB Plus to the Unlimited Scheme at any time. An adjustment fee would need to be paid, to cover the remainder of the current calendar month, plus the Standing Order amount would need to be amended from £48 to £89 (inc. VAT).
- 2.9 The Member must provide one (1) month’s written notice to downgrade from the Unlimited to the KB Plus Membership. The onus is on the Member to ensure that they

receive a KB Membership Downgrade Reference Number, without it their Unlimited Membership is still active and therefore payable.

- 2.10 The class fees may be changed at any time. Notice will be provided to the Member either by a posting on the Website or in the Newsletter.

PAYMENT FAILURE

- 2.11 If the Member fails to pay the Joining Fees or class fees as set out in clauses 2.2, 2.9 or 2.10 above or any amounts owing for KB Kit, Annual Membership/Licence Fees, Grading Fees or charges for extra classes (collectively the “KB Payments”) before or on the due date, we may:

- prevent him/her from attending classes until such time as the KB Payments have been duly paid.
- terminate his/her Membership in accordance with Clause 3.1 if the failure to pay continues for more than 21 days.
- levy an administration charge.
- take further action to recover sums outstanding including but not limited to (1) a county court claim (2) a referral to a debt recovery agency. The defaulting member is liable for all costs of recovery.
- Charge default interest at a rate of 8% above the Bank of England Base rate which will accrue daily from the date when the payment was due until the date cleared funds are received into the KB Fitness Bank Account.

3. TERMINATION OF MEMBERSHIP

- 3.1 We may terminate the Member’s Membership immediately, without compensation and without prior written notice to the Member in the event that:

3.1.1 The Member fails to abide by the Code of Conduct, in accordance with Clause 1 or these terms and conditions; or

3.1.2 The Member has not paid the KB Payments within twenty-one (21) days of the Due Date.

- 3.2 Members joining after June 2015 must provide one month’s written notice to terminate membership. One more standing order is payable, upon receipt of the written notification of termination. The standing order payment is payable even if the Member leaves or does not attend class for any reason before the end of the period, including without limitation sickness, injury or pregnancy.

- 3.3 Members joining prior to June 2015 must provide KB Fitness with written notification of termination and pay two (2) calendar months’ fees in accordance with clauses 3.4 below.

- 3.4 KB Fitness must receive the Member’s notice by the first day (1st) of the month for the notice to come into force in the same month. If notice is received after the first (1st) of the month, it will not come into force until the last day of the complete second (2nd) calendar month after notice was given. For example, if notice is given on any date between 2nd to 30th September, the Membership will expire on 30th November. The first (1st) October and first (1st) November standing orders will still be payable.

- 3.5 Written notification is defined by an electronic mail.

- 3.6 KB Fitness will respond to the written notification with a Termination Reference Number and confirmation of the date of receipt of the termination notice. The onus is on the member to ensure that a Termination Reference Number is issued, without it the Membership is still active. Cancelling the Standing Order will not suffice.

3.7 Termination by a member does not absolve him or her of any liabilities that have accrued to KB Fitness as at the date of expiry of the termination notice. KB Fitness reserves the right to set off any KB Payments owed by a departing member against the KB Refund.

3.8 **DEFERRAL:** Subject to the provision by the Member of a valid medical certificate, he/she may, with the consent of Kelly Bunyan, defer the Fees in the event that he/she suffers ill health/injury or becomes pregnant provided that;

3.8.1 The Member has, in accordance with Clause 3.2 or 3.3: given notice and paid the one (1) month's and two (2) months' notice period respectively. Upon the Member's return to the classes, one (1) or (2) months will be credited (dependent on whether clause 3.2 or 3.3 is applicable to their Membership).

3.8.2 The Member must return within 12 months in order to receive the credit. After a 12-month period from the date of termination, the credit expires.

Under no other circumstances may the Fees be deferred; they shall not be refundable in any event.

4. MISSED AND EXTRA CLASSES

4.1 In the event that the Member misses his/her regular class, in respect of which the Member has paid the Fees, due to a Bank Holiday, the Member may make the class up by attending another class ("the Replacement Class"), subject to the following conditions:

4.1.1 His/her Membership is still valid; and

4.1.2 The Replacement Class is appropriate for his/her level.

4.2 Extra classes ("the Extra Classes") may be made available to the Member from time to time. A fixed number of the Extra Classes will be available on a monthly basis and can be carried over to a subsequent month. Details of the Extra Classes will be advertised on the Website and in the Newsletter. A fee may be payable in respect of Extra Classes. The fee is due and payable at the time of booking and is not refundable if the KB Member does not attend.

4.3 Missed classes are non-transferable; a fellow KB Member cannot attend the classes in the Member's place.

4.4 In the event that a Member terminates his/her Membership and returns to KB, any missed/extra classes will not be re-instated.

4.5 Missed and Extra classes must be allocated correctly in any given month. Once a figure is agreed with the KB Administrator it is final, the figure cannot be backdated beyond the agreed point.

4.6 The Member is not entitled to renegotiate the Fees on the basis that he/she has failed to attend classes, although the Member is entitled to attend classes outside his/her regular time in accordance with Clause 4.1.

5. ANNUAL MEMBERSHIP/LICENCE FEE

5.1 The Member must pay a fee, in respect of the Licence, the level of which shall be stipulated by Kelly Bunyan. This covers KB Annual Membership/Licence and Insurance.

- 5.2 The Licence must be renewed on an annual basis, and it is the Member's responsibility to ensure that this has been carried out.
- 5.3 The Licence is not transferable.
- 5.4 The Member is not entitled to a refund on the Licence under any circumstances at any time.
- 5.5 Should the Member's renewal date fall during the Termination Notice Period, the fee is still payable.
- 5.6 The Member must ensure that his/her grading is recorded in the Licence Book. Failure to do so renders the grading invalid.
- 5.7 The Licence shall only be valid in WAKO approved schools, and when the Member is:
 - 5.7.1 Under the supervision of a KB Fitness instructor; or
 - 5.7.2 Under the supervision of UMAI and WAKO instructors.

6. CHANGES TO THE MEMBERSHIP PACKAGE

- 6.1 The Member may be taught by a number of different instructors during his/her period of subscription with KB Fitness, and the Member's regular instructors may be changed without notice to the Member.
- 6.2 The Member's regular class time may be changed.
- 6.3 The number and availability of Extra Classes may be changed at any time. Notice will be provided to the Member either by a posting on the Website or in the Newsletter.
- 6.4 The venue at which the Member regularly trains may be changed at any time. Notice of such a change will be given to the Member either by a posting on the Website or in the Newsletter.

7. SCHOOL CLOSURE

- 7.1 KB Fitness shall be closed for two (2) weeks during the Christmas period, and one (1) week during the year. The payment scheme takes this Closure into account. (Fees are calculated over a 49-week period).
- 7.2 The Member will receive notice of the exact dates of the School Closure in advance, by the posting of a notice on the Website, and/or a notice in the Newsletter.
- 7.3 The Member is not entitled to attend a Replacement Class to make up for classes missed during the School Closure, unless otherwise specified.

8. NEWSLETTER

- 8.1 An electronic newsletter will be sent to the Member via e-mail on a monthly basis and will be posted on the Website. In addition to the electronic newsletter, electronic updates will also be sent to the Member via e-mail. Together the electronic newsletter and electronic updates are referred to herein as "the Newsletter".
- 8.2 It is the Member's responsibility to ensure that he/she has seen a copy of the Newsletter, and the Member will be deemed to have received notice of any KB Fitness events or changes to his/her Membership package once the Newsletter has been dispatched to the Member.

9. EQUIPMENT

- 9.1 All training/sparring kit must be purchased through KB Fitness. Purchasing through alternative suppliers is not permitted. Exceptions may only be made at the sole discretion of Kelly Bunyan.

- 9.2 Club Uniform (T-shirt and/or Vest and Trousers) and full sparring kit must be purchased if keen to grade.
- 9.3 All sales are final and non-refundable. This does not affect your statutory rights.

10. CHANGES TO THESE TERMS AND CONDITIONS

These Terms and Conditions may be amended from time to time at the sole and absolute discretion of Kelly Bunyan. Notice of such amendment will be provided on the Website and/or in the Newsletter. It is the Member's responsibility to ensure that he/she is familiar with the current Terms and Conditions.

11. DISCLAIMER

Members are wholly responsible for the security of their personal belongings. KB Fitness and/or Kelly Bunyan shall not be under any liability in respect of any loss or damage to the Member's property. Members are encouraged not to bring valuable items to class. KB Fitness, which includes all instructors, shall not be liable for any personal injury, ailment, condition or death arising out of or in the course of your engagement at KB Fitness except to such extent if at all that the same is directly due to the negligence of KB Fitness and/or Kelly Bunyan.

Our instructors are not medically qualified. If you have any doubts about your fitness or capability to undertake vigorous physical exercise, we strongly recommend that you take independent medical advice before undertaking any KB classes.

12. VENUES

Members must abide by the rules of the KB Venues and any instruction given by a KB Instructor with regard to the usage of the KB Venues. Failure to do so may result in termination of membership.

13. ENTIRE AGREEMENT

These Terms and Conditions embody all the terms between the Member and KB Fitness and/or Kelly Bunyan, and no oral representations warranties or premises shall be implied as terms of this Agreement.

14. FORCE MAJEURE

KB Fitness and/or Kelly Bunyan shall not be under any liability to the Member in respect of anything which, apart from this provision, may constitute a breach of these Terms and Conditions arising by reason of *force majeure*, namely, circumstances beyond the control of KB Fitness and/or Kelly Bunyan which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority.

15. GOVERNING LAW

These Terms and Conditions shall be governed and construed in accordance with the laws of the United Kingdom and the courts of England shall have sole and exclusive jurisdiction over any and all disputes arising hereunder.

16. SEVERABILITY

If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

17. NO WAIVER

If KB Fitness fails to enforce any of its rights at any time for any period and for whatever reason this shall not be construed as a waiver of such rights neither shall any failure to identify or act upon your breach of these terms and conditions be deemed to be an affirmation by us that your behavior is acceptable.

18. INTELLECTUAL PROPERTY

The "KBKickboxing" and "KB Fitness" logos are the property of KB Fitness and may not be used without the expressed and written consent of Kelly Bunyan. The files and images located under the domain www.kbfitness.co.uk collectively represent the official web site of the KB Fitness and are the property of Kelly Bunyan. Use of any text or graphics presented on the website or in the newsletters without written permission is strictly prohibited.

19. DATA PROTECTION

"Personal Data" is any data that identifies an individual. The Personal Data which KB Members supply, they agree will be true. KB Fitness will deal with Personal Data in compliance with the current UK & EU data protection legislation.

Personal Data will be collected, processed and used by KB Fitness for the purposes of keeping members informed, running the KB Shop, maintaining insurance, keeping track of payments and generally administering the KB School. Personal Data may also be processed and used by such other organisations on KB's behalf for the purpose listed above. The use of information will remain under the control of KB Fitness at all times.

Under the Data Protection Act 1998 KB Fitness members also have the right to ask for a copy of the information KB Fitness holds on them - for which a small fee can be charged - and to request correction of any incorrect information held. Requests should be made in writing to Kelly Bunyan. By providing your personal information to KB and continuing membership of KB Fitness; KB Members consent to:

- processing sensitive personal data such as health data for the above purposes; and
- the transfer and processing of your information in countries outside of the European Economic Area which may not provide the same level of data protection as the UK. If such a transfer is made or if personal information is processed outside of the European Economic Area, KB Fitness will take appropriate steps to ensure your information is protected.