







aijutsu - Karate - Muay Thai - Brazilian Jiu Jitsu - Self defence

# **WWW.ZKSMARTIALARTS.CO.UK**

Telephone - 01296 392630 - Email - info@zksma.co.ul

## **ZKS MARTIAL ARTS: MEMBERS AGREEMENT**

If my child or I am successful in enrolling in to ZKS Martial Arts (ZKS MA) I accept the following terms and conditions of my/my child's membership:

## STUDENT BEHAVIOUR AND ETIQUETTE

- I/my child will not use inappropriate language or participate in inappropriate behaviour, including bullying at any ZKS MA classes/events/gradings
- I/my child will respect the rules of the dojo (venue of class) or a property ZKS MA use and will not damage or treat the facility poorly.
- I/my child will not use the skills learnt whilst attending classes at ZKS MA to show off, hurt or bully anyone, and these skills should only be used in extreme situations to ensure self-defence.
- I understand that behaviour that breaks these rules will result in a written warning and that a second offence will mean removal from the club.
- I/my child will come to practice with a positive attitude, follow the instructions given by all ZKS MA instructors (Sensei), and work hard to achieve goals set by these instructors.
- We must also respect the requests of the teenage students recruited into the Leadership team (Also known as "Sempai").
- We will refer to our instructors as 'Sensei' and will respect our Sensei when asked to bow before and after leaving the dojo.
- I /my child will display good sportsmanship at training and competitions and not disrespect any team member, instructor or parent within ZKS MA for any reason. This includes face-to-face, telephone, text, email and social networking sites.
- I/my child will conduct myself appropriately online and on any social media in a way that positively represents my association with ZKS Martial Arts.
- I agree to air any grievances I may have directly to the ZKS MA office team and not air these grievances online or by intimidating ZKS MA staff or volunteers.
- I/my child agree to contact the ZKS MA office with all feedback/queries/requests and not to ask Sensei in the first instance as I understand their time is limited between classes.
- I/my child agree, where possible, to make up missed classes in line with our "ALTERNATIVE CLASS REPLACEMENT & CLASS CANCELATION POLICY" at other venues to ensure attendance is as regular as possible. However, I am aware that this may not always be possible.
- I agree that if I/my child is late to class more than three times, they will be issued a warning. Two warnings received by the student will result in removal from the club.
- I agree that any vandalism by myself or my children within the venues we hire or operate or to ZKS MA equipment will result in an immediate ban from the club.
- I understand that the student will be expected to attend more than once a week when they begin achieving the higher belts and that black belt status will not be achievable by attending just once per week.

I understand that behaviour that breaks these rules will result in a written warning, and that a second offence will mean removal from ZKS MARTIAL ARTS

### **HEALTH AND SAFETY IN CLASS**

- If the student is a child, my child will wear the correct ZKS-issued clothes to each class. They will arrive at all classes/competitions/gradings on time with their uniform, a drink and all safety kit required to participate.
- I understand that failure to do this may result in my child being unable to participate in the class or activity.
- I/my child will ensure the highest standard of personal hygiene and grooming. The student and their kit must be clean and unsoiled. Nails must be kept short to avoid injuring their opponents.
- I agree that the student will remove all jewellery when attending class.
- I/my child will not wear shoes on the matted area of the dojo, but shoes MUST be worn when visiting the toilet.
- I will ensure that all contact details are kept up to date for me/my child. This includes changes in phone numbers, emergency contact details, email contact and home address. If the student is a child, I agree as a parent or guardian to hand my child over to the instructor running the class no earlier than the class time they're registered to.
- I understand that the ZKSMA staff are not responsible for my child or their welfare until they receive that child into the dojo area on or after the start of the class.
- I will not leave my child alone before class time or allow them unattended before class time.
- I agree to collect my child promptly after class at the correct time as I respect that ZKS MA staff may have other classes immediately after on their schedule.
- I/my child respects the right the ZKS MA staff must prohibit the student from entering ZKSMA events if they are not booked or wrongly booked and that this decision is taken to protect the health and safety of the students and staff.
- I agree to discuss my/my child's limitations, including any previous injuries, medical conditions or special educational needs, with ZKS MA staff before enrolment in the club to ensure the health and safety of the ZKS MA staff, participants and other members.

# **PAYMENTS**

I commit to paying ZKS Martial Arts fees by Direct debit and will give ONE month's notice of cancellation to ZKS MA by emailing <a href="mailto:admin@zksma.co.uk">admin@zksma.co.uk</a>.

I agree that all payments due must be paid and that ZKS MA does not accept cash payments, bank transfers or card payments over the phone. I also agree to pay for all events and merchandise via the administration system 'SmallShout' at www.smallshout.co.uk.

I agree I will be charged a joining fee for enrolling in the club to pay for the administration and we may include a new member starter kit and that this payment will be made on either the first or second month of payment to ZKS MA.

I understand that fees are debited in advance, meaning the payment made on the 1<sup>st</sup> of the month is in payment for that month's training and as such will not cancel my direct debit before all payments due are paid. If this occurs, I agree to pay all arrears immediately on receipt of an invoice the ZKS MA office staff will send me soon after the missed payment plus a late payment fee of £10.

I also understand that if I cancel my Direct Debit that ZKS Martial Arts may charge me a £5 new submission fee to submit a new Direct Debit mandate if you wish to keep your membership.

I understand class fees are non-refundable in line with ZKS MA payment terms I know that ZKS MA will do their best to ensure classes run as normal. I also agree merchandise/Kit is non-refundable once it has been used/washed and not in the packaging provided.

I agree to pay fees every month in line with ZKSMA terms.

# WAIVER, LIABILITY AND PHOTOGRAPHS

I hereby agree as the parent, legal guardian or student (if 18 years of age and above of the students) named under my account registration, consent that she/he/I may participate in martial arts.

I recognise the risks involved in any sporting activity and accept that ZKS MA, its instructors and the Leadership team are not responsible for determining whether the athlete is fit to take part in martial arts.

I confirm that the athlete is physically fit and healthy, and I will advise ZKS MA of any change in the student's health, including ongoing medical conditions and injuries suffered out of class time.

I declare that I consider the student capable of participating in martial arts. In signing this consent form, I declare that I am aware of the element of risk involved in this physical activity, and while I accept that the instructors will take precautions to prevent accidents, I understand that they will not be held responsible or liable for injury to the student or accidental loss or damage to their belongings.

I consent and authorise ZKS MA and its first aid trained staff to administer care where required and give the immediate necessary authority on my behalf for any medical treatment recommended by competent medical authorities in the case of an emergency in class or at an event.

I understand that every effort will be made to contact me in the case of a medical emergency, but that treatment may need to be administered in my absence.

I will not hold ZKS MA legally or financially responsible for any claims arising from the consent and medical treatment of the student.

I am aware that photographs and video footage may be taken during events for promotional purposes. I permit the student to be photographed or videotaped during class time or events and permit such photographs and videos to be used for the promotion of ZKS MA activities and publicity, and the sport of martial arts.

I waive the right to approve any photographs or videos and understand that there will not be any compensation for the use of these photographs or videos.

If I do not wish for photo/video consent, I must uncheck the "Photo Permission" in the member's area and that this is my responsibility to update this and not ZKS MA. I hereby agree with the above and have read and fully understand these conditions set out by ZKS MA by clicking on our member's area upon entering the site for the first time and agree to accept them.

## ZKS MA PAYMENT TERMS AND CONDITIONS

- All payments to ZKS MA are made in advance
- You will receive an invoice, on or around the 18th of each month, detailing what you will pay on the 1st of the following month
- Your monthly payment will roll over to the next working day if the 1st of the month is on a bank holiday or a weekend
- All payments for monthly membership are pro-rated, meaning they will continue to be taken monthly all year round
- Please do not cancel payments over the longer school holidays as you will miss payments and could be charged a fee for late payments.
- ZKS MA has a missed class policy. For more information, please contact us or click on the link
- ZKS MA will not refund payers for missed classes for any reason, including holidays, sickness etc.
- ZKS MA will not refund payers for cancelled classes due to unavoidable circumstances such as vehicle breakdown, adverse weather conditions, acts of God etc. Instead, ZKS will always ensure your yearly allowance of classes is met (39 classes per year) so classes may run during school holidays.
- If your payment to ZKS MA fails due to a lack of funds in the account or a bank error, we will contact you and request that the payment be made within 5 days. If payment is subsequently made, no charges will occur.
- If your payment to ZKS MA fails for 1 month, we will issue a Stripe invoice for immediate payment plus a late payment fee of £10 per month.
- If your payment fails 2 consecutive months, we reserve the right to cancel your membership immediately and until the missed payments and late fees are paid.
- We cannot guarantee that we will be able to offer you a place in the previously assigned class, but we will offer you alternatives where we have space.
- If you make changes to your payment (e.g. an increase in fees, shop purchases and activity entries0 between the 1<sup>st</sup> and 17<sup>th</sup> of the month, they will be payable on the 1st of the next month
- If you make changes to your payment after the 17th of the month, all extra payments will roll over to the following month. This means it may take up to 6 weeks to be paid from your account.

## **CLASS ATTENDANCE POLICY**

#### **ARRIVING TO CLASS**

- We will **not** be able to permit late comers to attend, and we will need to lock the facility at the start time advertised on the timetable.
- Please ensure your child arrives in their martial arts uniform.
- Younger members in our "Little Dragons" class do not need a martial arts uniform. They are expected to arrive in their ZKS MA T-shirt and trousers.
- Please ensure that members and their clothing are clean for every class.
- Ensure that your child has been to the toilet before the start of the class.
- We have allocated areas to place footwear and water bottles.
- Please ensure that water bottles have only water in them and are named.
- Please make sure that members arrive with slip-on shoes as it is challenging to help many children put their shoes and socks on simultaneously.

## Personal belongings and lost property

- We cannot be responsible for any damaged or lost personal property.
- Please clearly label all belongings with the full name, not just initials, as we have many members using the same halls.
- Each class has a maximum member capacity meaning members can only attend allocated classes.
- The instructor may ask you to leave if your child is not on the register.

## Leaving class

We will have your children waiting and ready at the stated finish time for the class. We will then give clear instructions on how to leave the facility.

- The children will be asked to wipe down or pack away any training equipment that has been used.
- Please ensure you are there on time to collect your children as we will only have 5 minutes for handover at the end of class.
- Please be ready as we may need to call out the child's name for the collection.
- Please ensure that you check that your child's belongings are present and correct.
- Please leave promptly after collection to allow staff to prepare for the next class.

## IN THE EVENT OF SIGNS OF ILLNESS

If we are uncertain about the health of any member before class starts, we reserve the right to ask them to refrain from attending class. If a member becomes unwell during class, we will take immediate action. We will immediately isolate the member from the rest of the class. We will then call the emergency contact/s for immediate collection.

Please ensure we have up-to-date emergency contact information in our member's area.

- 1. Click on the member's icon.
- 2. Scroll down and click on "Add New Contact".

## Please ensure we have up-to-date MEDICAL information in our member's area.

- 1. Click on the member's icon.
- 2. To update medical notes, click the "View Student Profile" tab. PLEASE CHECK THE DETAILS.
- 3. Click on the message function at the top of the screen. If your child or children are not able to attend a class. Please inform us of your reason for the absence.

## ALTERNATIVE CLASS REPLACEMENT & CLASS CANCELATION POLICY

- ZKS MA cannot invite students to make up a missed weekly class in the event of a class cancellation. This could be due to unavoidable circumstances such as vehicle breakdown, adverse weather conditions, below minimum class numbers, acts of God etc.
- Instead, ZKS will endeavour to offer your yearly allowance of classes met (39 classes per year). In some cases, ZKS MA classes may run during the school holidays to make up for any disparities to whole class groups or if applicable, offer an alternative class where space is available within 6 days of the missed class.
- If ZKS MA is not informed by a parent or member 24 hours before a planned missed class due to illness or other engagements, ZKS MA will not offer an alternative class.
- ZKS MA will not refund payers for missed classes for any reason, including holidays, sickness etc. ZKS MA will not refund payers for cancelled classes but will offer an alternative within 6 days of the missed class.
- ZKS MA will try and offer an alternative class by phone, email or through the member's area where space is available within 6 days of the missed class. An alternative can be offered if ZKS MA has had a written request from the member or contact via email or by members area message with 24 hours notice before the missed class.
- ZKS MA does require confirmation if you wish to accept the alternative so that we can inform our team of instructors to help plan accordingly.
- If ZKS MA is not informed by a parent or member 24 hours before the new alternative class for the original missed class, ZKS MA will not offer to roll over the alternative class.
- We do keep a record of member attendance for the safeguarding of members and staff at the time of the class. We do not track or follow up on absent members and it is up to parents or the payer to inform us if you wish to pause or cancel membership in line with our cancellation policy.

# ZKS MA EVENT BOOKING AND CANCELLATION POLICY

- ZKS MA has a booking deadline for all events and courses usually 24 hours before the start of the event
- Full payment of the ZKS MA event or course is required for the booking to be confirmed
- Payment is made by payment card in advance of the event
- Please carefully read the event description as it may have more applicable guidance and adjustments to our ZKS MA event booking and event cancellation policy
- There are limited places at ZKS MA events, and these operate outside of the normal ZKS MA class structure
- Places are booked on a first-come, first-served basis. Due to the nature of the administration system, we are unable to operate waiting or cancellation lists.
- If you wish to cancel before the deadline, ZKS MA will refund you and offer the place to anyone else who may be interested.
- If you cancel after the deadline, you will lose any booked event payments.
- If you cancel due to illness, if possible, an alternative date will be given
- In the unlikely event that ZKS MA must cancel an event outside of the normal class timetable, a full refund will be given to the payer by their payment method when they booked the event

ZKS MA will inform members at the earliest opportunity of an event cancellation.

## MEMBERSHIP CANCELLATION POLICY

- ZKS MA requires a minimum of 30 days' written notice should you wish to cancel your membership. Your written notice needs to be sent to <a href="mailto:admin@zksma.co.uk">admin@zksma.co.uk</a> or through our member's area.
- We will start the 30-day notice from the date we receive your written cancellation. We will inform you of when we expect your last payment and cancel your membership accordingly.
- Members can continue to attend until the 30-day notice, and we will no longer expect them to attend.
- The instructor or staff reserves the right to turn away ex-members that are no longer assigned to their class without any notification.
- A member can pause their membership for one month only. ZKS MA requires notice in writing before the 15th of the month before the month you wish to pause, so we can ensure payment is not collected. Your written notice needs to be sent to admin@zksma.co.uk or through our member's area. By doing this, you keep the assigned class space.
- Pausing membership for longer periods of a month will result in the cancellation of membership unless agreed in advance by the membership team.
- ZKS MA cannot hold an assigned class place for longer than one month. Thus, allowing ZKS MA to offer the class place to other members or those on the class waiting list.
- If you cancel your direct debit WITHOUT informing ZKS MA by written notice sent to <a href="mailto:admin@zksma.co.uk">admin@zksma.co.uk</a> or through our member's area, we reserve the right to cancel your membership with immediate effect and remove the assigned class.
- We will no longer expect the member at class unless the payer reinstates the existing Direct Debit at their bank or a new instruction for a Direct Debit is processed, and that processing admin fee will be applied.
- If you do not inform us in writing of your intention to cancel, we will continue to keep your membership active and keep your assigned class or classes.
- Failure to inform us of your intention to cancel and non-attendance to class or classes does not constitute a refund for the period of classes missed.
- If your payment fails for 2 consecutive months, we reserve the right to cancel your membership with immediate effect and until the missed payments and late fees are paid.
- ZKS MA will not expect members to attend class and will not invite a member to attend. Once the outstanding amount is settled, we cannot guarantee that we will be able to offer you a place in the assigned class, but we will offer you alternatives where we have space.