



Sakura Karate Association

Membership Terms and Conditions



1. Definitions:

- 1.1 The Association: Sakura Karate Association and its member Clubs.
- 1.2 Commitment Period: The minimum term you are committing to remain a member of the Association (subject to extension if your membership is suspended) is one month.
- 1.3 The Association Rules: The rules and regulations of the Association, as amended from time to time. A copy of the Association rules will be supplied to you with your application for membership and further copies will be available in all reception areas.
- 1.4 The Conditions of Membership: The rules you must abide by throughout your Commitment Period to maintain your Membership.
- 1.5 The Association Chief Instructors: Mark Knight, Becky Knight, Emmy Knight.

2. Membership:

- 2.1 Your membership will begin on the day you are approved as a FULL member of the Association by a chief instructor.
- 2.2. When paying by Direct Debit, an initial payment will be required to cover the period up to your first DD payment, this will be requested monthly in advance. This is non-refundable.
- 2.3 Your membership is personal to you. You cannot transfer it to another person.
- 2.4 By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership, the Association Rules and all club policies.
- 2.5 You will only be permitted to use the Association facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Association.

3. Duration: When you join the Association you are agreeing to remain a member for the Commitment Period. Your Association membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with section 5 and 6.

4. Fees: The Association Chief Instructors will set the level of fees and will review such fees periodically. The Association reserves the right to change the level of fees from time to time but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fees, we will give you 30 (thirty) days' written notice.

The following fees prevail:

- 4.1 Membership fee; The level of membership fees shall be determined according to the type and category of membership.
- 4.2 Other Fees; All other fees and prices for the sale of goods and services at the Association, and any other services will be set by the Association and will change from time to time at the discretion of the Chief Instructors.
- 4.3 If your bank fails to make a due direct debit payment from your account, we will contact you to advise you of this.
- 4.4 You must pay a monthly membership which will be determined by your chosen membership package.
- 4.5 We may change the amount of your monthly payments. If we do, we will give you 30 days' notice before the changes take place.
- 4.6 Monthly fees are payable even if you do not train during that month due to holidays or sickness.
- 4.7 If you wish to change your type of membership you must give notice of 30 (thirty) days via email to admin (Sakurakarateassociation@gmail.com).

5. Termination:

5.1 Termination by the Association: We may terminate this agreement immediately in the following circumstances: (a) if you commit a serious or repeated breach of this agreement or the Association's rules; (If a member is expelled from the Association for inappropriate behaviour, the remaining membership fees are still payable in full) (b) If any part of your membership fee remains unpaid 7 (seven) days after its due date for payment, or (c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership. If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

5.2 Membership can be cancelled by at least one full calendar month's written notice to Admin (e-mail sakurakarateassociation@gmail.com). Hence your membership will terminate at the end of the following calendar month after notice was given. Cancelling your direct debit instruction for the payment of fees is not sufficient. Notice must be given. You may also terminate this agreement if: a. We permanently reduce the facilities or opening hours of the Association; b. We close the Association for refurbishment for a period of more than 30 (thirty) days.

5.3 Membership may be terminated by the Association as in section 14.3 with 30 (thirty) days notice given via email to the member following an agreed remedy period.

6. Association Rules:

- 6.1 You must comply with the Association rules/policies, which forms part of your membership agreement.
- 6.2. We may change the rules/policies at any time. We will post notice of any changes at the Association reception areas. The Association may amend the Association Rules from time to time in order to ensure the health and safety of members.

Temporary amendments will be displayed in the Association reception areas. Permanent changes to the Association Rules will be sent via email to all its members.

6.3 The Association reserves the right to adjust the availability of certain facilities or close the Association on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

6.4 In addition to the Association terms and conditions of membership set out here, each Association member club will have individual policies which must be adhered to by its members.

7. Restriction of Liability:

7.1 The Association will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in waiting room or Dojo's is stored at the owner's risk and no liability for loss or damage there to will be accepted by the Association. The Association also accepts no liability for any vehicles parked outside the facility.

8. Health & Safety:

Members must read all Health and Safety notices displayed in the Association reception areas and comply with their recommendations.

9. Notices:

Notices from you to the Association must be in writing via email to sakurakarateassociation@gmail.com. Notices from the Association to you will be sent via email to your chosen address in the membership records (or, where these terms permit, displayed on notice boards at the Association reception areas).

10. Changing the Agreement: The Association can change the agreement at any time. Any changes will be made available to its members.

11. Facilities:

11.1. You are entitled to use the facilities available for your category of membership package.

11.2. The Association may open/close during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the Association reception areas in advance notifying customers of any changes. No refunds will be available for these periods. No class transfer will be available see section 14.2 (c.) for further details.

11.3. We may change the Association opening times or withdraw any of the facilities at any time if we need them for events, tournaments or other special activities.

11.4. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety or improving customer service. Classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances we will use our best endeavours to give as much notice as is reasonably practicable by displaying notices in the Association reception areas Or in case of emergency we endeavour to contact you.

11.5. Arrange for alternative facilities during a period of closure.

11.6. Your membership does not give you priority over other users or guarantee the availability of facilities.

12. Sakura Karate Association:

Management reserve the right to change the activity program/class schedule. Prior notice will be given in the Association reception areas relating to activity cancellations or the introduction of new sessions.

13. Junior Members and Children.

13.1 If you are 18 months – 17 years (inclusive), your parent or guardian must sign this agreement on your behalf. By signing this agreement your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

13.2 When you reach 18 years' old, your junior membership will end and you will automatically and immediately become a full adult member and sign a copy of this agreement.

14. Class attendance:

14.1 You are permitted to attend the number of classes in your membership type and category of membership within the commitment period.

14.2 Unattended classes may be transferred to another day only within your commitment period (ie. A missed class in February can be changed only to another day in February) ONLY by prior agreement by the Chief Instructors and ONLY when the following criteria is applicable:

(a.) You have not attended a class due to illness or holiday during the commitment period.

(b.) A transfer of classes (or extra classes) are not permitted in the following commitment period (ie. the next calendar month) or if the Association facilities are closed.

(c.) The association facilities are open for 48 weeks in each calendar year where possible. Fees are calculated based on 48 weeks of classes. No class transfer is available and no refund will be given for missed classes during the 4 weeks the Association is closed. You do NOT pay for these classes.

14.3 Members will be contacted via email if their attendance is below 75% for a period of 2 months. And will be given 30 (thirty) days to remedy. Repeated low attendance within a calendar year will result in termination of membership. See section 5.3.

Form: SKAMTAC1 Revised: March 2023