



TERMS AND CONDITIONS

All IMA Members and “drop-ins” must comply with these Terms and Conditions. These Terms and Conditions are incorporated into a Member’s (or members parental) contract with us and compliance with these is important to maintain the standards at our school and to enable Members to get full enjoyment from their membership.

Any person who does not comply with these Terms and Conditions may be ejected from, or denied access to the School, or may have their membership terminated by us if the non compliance is deemed by us to be serious.

As a result of COVID-19 and the new climate around protecting ourselves from infections we may, at any time, introduce additional measures to help us remain secure.

We reserve the right to make reasonable amendments to these Terms and Conditions at any time.

General

1. Members must follow all guidelines on hygiene measures when on School premises, particularly regarding pandemic procedures (if required).
2. Members should conduct themselves in a well-mannered fashion when in or about the School, and in a manner that will not disturb or impair the use and enjoyment of the School by any other person. In particular, members may not use foul, loud, or abusive language, nor will you behave in a threatening manner, nor will you molest, or harass, other Members, drop-ins or members of staff. Members, drop-ins and members of staff should, at all times, display mutual respect for each other.
3. Please sign in when using the facility, important for Fire Regulations and for our records.
4. For hygiene purposes, shoes will be removed and placed on the racks provided once Members or drop-ins leave the reception area and members are encouraged to please bring their own flip flops.
5. No shoes to be worn on the mats, at any time, for any reason, with the sole exception of wrestling shoes **with permission** that have only ever been worn on matted surfaces or emergency services personnel working.
6. Sandals/sliders/flip-flops or shoes to be worn when leaving the mat and whenever

- entering any toilet or shower area. Going barefoot in these areas is strictly forbidden.
7. Only one individual is permitted in a toilet or shower cubicle at any one time.
 8. Keep a high standard of personal hygiene for the mats with clipped nails and clean hands, hair and feet. If a member's hygiene is not up to standard they may be asked to leave. We have nail clippers and spare towels if you need, just ask.
 9. You may not train with open sores, rashes or wounds under any circumstances. It is not sufficient to cover open sores, rashes or wounds. Members of staff will instruct you not to participate in training in either of these circumstances.
 10. Blood must be immediately cleaned up and hygienically disposed of immediately using the sanitising products provided.
 11. Whether it's full on in preparation for a fight, or a 20% light technical flow roll, respect your training partner by matching their skill and desired intensity. No one learns anything if you go 100% on someone a fraction of your size and experience.
 12. You are permitted to use IMA equipment, such as kicking bags and pads etc., provided that you clean them as required and return them to where they are stored properly.
 13. Training wear must be colourfast and without zips or buttons/studs so that our mats are not dyed, scratched or torn.
 14. You may not bring, use, or be under the influence of illegal drugs in any part of the School. You may not bring intoxicating liquor into, or be drunk in, the School.
 15. Smoking is prohibited in any area of the School, including the use of e-cigarettes or similar devices.
 16. We may terminate your Membership (if applicable) and may refuse you entry, or eject you, if you commit a serious or repeated breach of these Terms and Conditions, your Membership contract (if applicable), or if you engage in any other serious misconduct.
 17. Complaints should be communicated privately to a member of the relevant School management (who will keep a record of the conversation), or in writing through the School email (info@immortalleeds.com) if that is preferred.
 18. These Terms and Conditions apply to Members and parents of Members.

Social Media

1. We believe it is important for Members to have a place where they can communicate in a safe, moderated space. The "IMA" Facebook page, Instagram page and WhatsApp are all administered and moderated by IMA, any other communications are out of the remit of IMA and cannot be policed.
2. Should any of our Members set up various group chats as a place for Members to communicate these will be sign-posted to Members when they sign up if recognised by the School.
3. Members of staff should not be contacted personally over social media regarding any matters at IMA. Any response from Members of staff that does not come directly from an IMA page may not reflect the actual stance of IMA.

Property

1. IMA recommends members leave valuables at home or in their cars. IMA does not take responsibility for any lost, stolen or damaged property.

Parking

1. There is ample, free parking outside the School. IMA does not take responsibility for any lost, stolen or damaged property or vehicles.

Membership and Drop-Ins

1. Anyone attending classes without a membership pays a “drop-in” fee to the Member of staff at reception.
2. Subscription fees are final, and cannot be refunded. It is your prerogative to cancel membership in a timely manner in the event of long absences, and your prerogative to make the most of your membership after paying a subscription fee.
3. If you do not utilise your membership only you are responsible, you are not entitled to a refund or pro rata membership.
4. Memberships do not include private sessions or consultations.
5. Refusal or inability to pay this fee will result in being limited to only “drop-ins”.
15. Membership is not transferable and must be used only by the registered member.
16. IMA reserves the right to cancel any membership if we view the Member in question to be breaching our Terms and Conditions or behaving in a way which we deem offensive or dangerous. If this is the case, we will cancel the membership and the Member will not be liable to pay the remaining months of his/her contract or any fees normally incurred.
17. IMA reserves the right to refuse membership or admittance.

Ashbourne payment terms and condition

(1) Nature of the Agreement

If you sign this agreement, you will become a member of the club that is referred to overleaf. This agreement sets out the terms that will govern the relationship between us, the owners of the club that is referred to overleaf, and you, a member of the club. We have appointed Ashbourne Management Services Ltd (“Ashbourne”) to administer this agreement on our behalf. It is authorised to act on our behalf in all respects both before and after the termination of this agreement including, in particular, in all respects relating to the recovery of any sums that may be due from you to us and may recover the same in its own name. It is also authorised to accept service on our behalf.

(2) The Minimum Membership Period

You have chosen the “Minimum Membership Period” referred to overleaf.

YOU MUST PAY THE MONTHLY MEMBERSHIP SUBSCRIPTION FOR THE MINIMUM MEMBERSHIP PERIOD UNLESS YOUR MEMBERSHIP IS TERMINATED WITHOUT LIABILITY, SUSPENDED OR TRANSFERRED AS SET OUT BELOW.

Your right to terminate this agreement without liability is set out in clause 5. In particular, you may terminate this agreement at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Your right to suspend this agreement.

We will suspend your membership during the Minimum Membership Period if and when you provide written confirmation that (a) you, your spouse or your partner (if living at the same address) has begun to claim income support or (b) you provide a letter from your GP to prove that you (i) have been advised not to use the club for a medical reason (ii) are pregnant or (iii) gave birth in the last 3 months. We will review your circumstances every 2 months. If your circumstances have not changed, we will suspend your membership for a further 2 months, unless you tell us that you would prefer to cancel your membership which you may do without any further obligation on your part.

Whilst your membership is suspended, you will be relieved of your obligation to pay your monthly membership subscription and we will be relieved of our obligation to allow you to use the facilities at the club. The period of suspension will not count as part of the Minimum Membership Period.

Your right to cancel this agreement.

We will cancel your membership during the minimum membership period without any further obligation on your part if you are not reasonably able to access the club in the following circumstances. You must either (a) provide a letter from your doctor to prove that you have been advised not to use the club for the foreseeable future for a medical reason; or (b) provide written confirmation (e.g. a letter from your employer) to prove that the location of your main place of work has changed and is more than 15 miles from the club; or (c) you provide written

confirmation (e.g. utility bills) to prove that you have moved more than 15 miles from the club.

Your right to transfer this agreement.

We will transfer your membership to another person (provided they do not have an existing relationship with the club) during the minimum membership period if (a) he or she agrees to become a member for the remainder of the minimum membership period; (b) he or she agrees to pay an induction fee of £35 and; (c) he or she is introduced to us by you.

What happens if I fall into arrears with my membership subscriptions during the Minimum Membership Period?

We will be relieved of our obligation to allow you to use the facilities at the club if (i) any payment is more than 7 days overdue and (ii) you have not come to an agreement with Ashbourne to make supplementary payments in addition to your membership subscription to repay the arrears within a reasonable period. Unless we have exercised our right to terminate this agreement, your monthly membership subscriptions will continue to fall due throughout the Minimum Membership Period even though you may not be entitled to use the facilities at the club.

If you become liable to pay a membership subscription or other sums during the Minimum Membership Period that relates to a period during which you were not allowed to use the facilities at the club following the termination of your membership, we will grant you free use of the facilities for an equivalent period after the minimum membership period has ended provided (i) you pay the membership subscription for the earlier period or the sum due in respect thereof and (ii) we have not in the meantime terminated your membership on the grounds of your behaviour in accordance with clause 5.

What happens at the end of the Minimum Membership Period?

Your membership will automatically be extended once the Minimum Membership Period has ended for consecutive one month periods unless this agreement has been terminated or cancelled. If there is a change in the monthly subscription you will be notified in advance and

have the right to cancel your membership in accordance with clause 3.

What happens if I want to bring my membership to an end after the Minimum Membership Period has ended?

You may cancel your membership without further obligation on your part provided you give us at least 1 month prior notice of your intention to do so.

(3) Cancellation

Either party may cancel your membership (a) at the end of the Minimum Membership Period by giving at least 1 month prior notice or (b) at any time thereafter by giving at least 1 month prior notice.

If we decide to change your monthly subscription after the Minimum Membership Period we will inform you at least one month before any increase comes into effect. You have the right to terminate your membership if you do not agree the new monthly subscription. If you do not terminate your membership, the new monthly subscription will become payable from the date stated on the notification, which will be at least 1 month after such notification.

(4) Payment

The initial payment specified overleaf and all subsequent membership subscriptions must be paid in full to Ashbourne. All subsequent membership subscriptions are payable at the beginning of the month to which they relate.

Please note that additional charges may be required for certain services (e.g. sauna, massages, physiotherapy etc.).

If you fail to make a payment, Ashbourne is authorised to act on our behalf in all respects relating to the recovery of any sums due from you and may recover the same in its own name. If the failure to pay is without good cause, and is not intended as notice of termination under clause 5 below, Ashbourne is entitled to, and may charge you a £25 administration fee for

dealing with the consequences of each default, which is a reasonable estimate of the administration costs which Ashbourne will incur. If charged, this sum will be added to your account / the next payment to be made.

(5) Termination

This agreement may be terminated (a) in the circumstances set out below or (b) by either party at any time in response to any other serious breach of the other party's obligations under this agreement.

Termination for our fault.

You may terminate this agreement in accordance with clause 9 below at any time if the facilities or the services we provide fall well below the standard that you reasonably expect us to provide.

Termination where you fail to pay.

If any payment due from you remains unpaid for a period of three months or longer, we or Ashbourne may serve a final warning notice on you in respect of any outstanding sums due. If, after the expiry of a period of one month from the date of receipt of that final warning upon you, any sum which the final warning required you to pay has not been paid, then this will be treated as a repudiation of your obligations under this agreement and we may terminate the agreement. We will assume that the notice has reached you 2 working days after it is sent by first class post or, if sent by email before 4pm, on that day.

Termination for your fault.

We may terminate this agreement at any time if (a) your treatment of another club member or a member of the club's staff falls well below the standard of consideration that we reasonably expect and (b) having been asked to remedy your conduct you fail to do so within 7 days of the receipt of a written warning; or having been asked to remedy your conduct you do the same thing again within 6 months of the receipt of a written warning.

Effect of termination by us during the minimum membership period under this clause.

If we terminate this agreement during the minimum membership period (except where it is for our fault), you will become immediately liable to pay (i) the arrears, if any, plus (ii) the monthly membership subscriptions, if any, that would otherwise have fallen due before the end of the minimum membership period less credit for accelerated receipt in respect of payments falling due after the actual date of termination.

This credit shall be calculated at 4 % above the Official Bank Rate published by the Bank of England at the date of termination per annum, from the mid-point between the date of termination and the date when the final monthly membership subscription would otherwise have fallen due. For example, if we terminate the agreement on 31st July 2014, and the final monthly membership payment would otherwise have fallen due on 31st January 2015, the mid-point between those dates is 30th October 2014. The credit which will be allowed for accelerated receipt will be calculated at 4% per annum over the Official Bank Rate on all the payments which would have fallen due after 31st July 2014, from 30th October 2014 to 31st January 2015.

(6) Your Responsibilities

You must treat all club members and staff with the consideration that you would reasonably expect them to show to you. In particular, you must not make remarks that are rude or offensive or behave in a manner that is dishonest, aggressive or indecent.

You confirm that the information that you provide to us (and to Ashbourne) on the form overleaf or subsequently is accurate. If any of the relevant information changes you agree to notify us (or Ashbourne) of any significant changes e.g. as to your name, address and account details as soon as practicable and in any event before the next monthly payment falls due.

(7) Your Rights

We will be liable to compensate you if you suffer a personal injury or die as a result of our negligence. We will compensate you if you suffer any other loss as a result of our failure to carry

out our obligations under this agreement, provided that (a) our failure did not occur as a result of your own fault or (b) our breach could not have been avoided even if we or those acting on our behalf had taken reasonable care. Nothing in these terms will affect your statutory rights. If you need further information about your statutory rights contact a Citizen's Advice Bureau.

(7.A) Transfer of Rights Under the Agreement

In the circumstances set out in clause 2 above, you may transfer your membership under this agreement to another person within the Minimum Membership Period, but not after the Minimum Membership Period. We reserve the right to transfer our rights and obligations under this agreement to a third party, where that person takes over the ownership and control of the club.

(8) Data Protection

When we speak of personal information we mean "personal data" in the sense defined in the Data Protection Act 2018 (or its replacement) and (so long as it remains law in the United Kingdom or in any other relevant jurisdiction) the EU General Data Protection Regulation 2016/679 ("GDPR") (the "Relevant Law")

As a member of the club we will necessarily process your personal data and we will do so in a manner compatible with the Relevant Law.

In our privacy statement which is available at www.ashbourne-memberships.co.uk we set out in a comprehensive manner:-

- The personal information we collect about you
- How that information is collected
- How and why we use your personal information
- Who we share your personal information with
- Where your personal information is held
- How long your personal information will be kept
- What your rights are in connection with our processing your personal information
- What we do to keep your personal information secure

Biometric information.

In particular we draw to your attention that we may use fingerprint scanners for security purposes or to control entry to our premises or for the provision of other services. If you agree to the collection of your fingerprint (or data points from it), then you will be able to access the premises or other services using this method. You have the right to refuse to provide your fingerprint for these purposes. If you refuse you will have to provide another adequate method of identification in order to secure entry to the club.

Your fingerprint will be stored securely by us and we will not share it with anyone else, including Ashbourne, except if the ownership or control of the club is transferred. On termination of your membership, your biometric information, i.e. your fingerprint will be deleted from our systems within 3 months.

How to complain.

We hope that our Data Protection Officer can resolve any query or concern you may raise about our use of your Information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular In the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

How to contact us.

Please contact us and/or our Data Protection Officer by post or email if you have any questions about this the information we hold about you or how we deal with it.

Our contact details are shown below:

Our contact details

Ashbourne Management Services Limited,
PO BOX 10920
Shirley
Solihull
B90 8AG

Our Data Protection Officer's contact details.

Data Protection Officer,
Ashbourne Management Services Limited,
PO BOX 10920
Shirley
Solihull
B90 8AG
Email address: dataprotection@ashbournemanagement.co.uk

(9) Notices

General notices.

We recommend that you notify Ashbourne at the address overleaf or such other address that it provides to you in writing. However, you may notify us at the club if you wish. We or Ashbourne may notify you at the address overleaf or such other address that you provide to us or Ashbourne in writing.

How to provide notice of termination.

We would prefer written notice of termination to be sent to us or to Ashbourne, by email or by letter. However, you can also communicate your decision to terminate to us by speaking to our staff, or by cancelling your direct debit mandate, which we and Ashbourne will treat as notice from you that you are terminating this agreement

Disclaimer

1. IMA reserves the right to change the timetable of classes or instructors without prior notification.
2. While IMA will strive to create as safe an environment as possible (for further information see our risk assessment documentation), you accept that a risk, no matter how small, always exists when doing any form of exercise, which could conceivably lead to injury, illness or even fatality.
3. You accept that when training martial arts, especially with a live rolling or sparring element, bumps, bruises, scrapes, scratches and soreness are commonplace, and most learners will experience minor injuries from time to time.
4. You accept that intermediate injuries may also be encountered including sprains, strains, twists, cramps, cuts and injuries of a similar magnitude.
5. You accept the more infrequent possibility of serious injury such as fractured bones, broken bones, and torn ligaments, though most students should not encounter these due to the measures the academy takes.
6. You accept that no matter how remote, there exists an extremely minor risk of death or crippling.
7. IMA, our staff, agents and subcontractors shall not be held responsible in the event of any injury, accident, illness or death which may result and can accept no liability other than in accordance with such duty as is implied by the Occupiers Liability Act 1984 as amended.
8. IMA strongly advises that you pay attention to uncomfortable or painful sensations as a result of any injury, obtained on or off the mats, and avoid training through them, especially in the instance of acute pain. If problems from an injury persist we strongly advise you see a doctor or relevant medical professional. You acknowledge this advice for your learner.
9. IMA strongly advises you to take out personal insurance to cover injuries such as those outlined above. It is your responsibility to ensure that this insurance is adequate for your own personal needs. Feel free to ask the coaches or email (info@immortalleeds.com).

Membership Agreement Declaration

Before starting any physical training program, it is important to ensure that you are fit and healthy to do so. Please read the following questions carefully and answer each one honestly (for the learner in question).

1. Has your doctor advised you not to do any physical exercise or training?
2. Do you suffer from asthma or breathing difficulties?
3. Are you taking any medication?
4. Do you suffer from diabetes or epilepsy?
5. Do you suffer from an allergy?
6. Has your doctor ever said you have a heart condition and should only do physical activity recommended by a doctor?
7. Do you ever feel pain in your chest when you do physical activity?
8. In the past month, have you had chest pain when you were not doing physical activity?
9. Do you lose your balance because of dizziness or do you ever lose consciousness?
10. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
11. Do you know of any other reason why you should not do physical activity?

If you answered yes to one or more questions and have been inactive or are concerned about your health, consult a physician before continuing with your IMA membership. You should ask for a medical clearance along with information about specific exercise limitations you may have.

In most cases, you will still be able to do any type of activity you want as long as you adhere to some guidelines, or provide our Members of Staff with relevant information. In continuing with your IMA membership, you acknowledge that you answered no to all of the above PAR-Q questions, or have medical clearance to continue.