



TERMS AND CONDITIONS

Member: refers to Parent and Learner when they are in the School

All Ninja School Leeds Members and “drop-ins” must comply with these Terms and Conditions. These Terms and Conditions are incorporated into a Member’s (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 we may, at any time, introduce additional measures to help us remain COVID-19 secure should the threat rise again.

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

General

1. Members must follow all guidelines on COVID-19 secure measures when on School premises if ever 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. 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.
4. No shoes to be worn on the mats, at any time, for any reason, with the sole exception of Olympic Wrestling shoes that have only ever been worn on matted surfaces or emergency services personnel working.
6. Sandals/sliders/flip-flops or shoes to be worn 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.
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 Ninja School Leeds equipment, such as boxing gloves and pads etc., provided that you clean them as required and return them to where they are stored.
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 (ninjaschoolnorth@gmail.com) if that is preferred.
18. No shouting encouragement to Members if you are viewing. The Members need to feel unimpeded even if a parent is present.
19. 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 "Ninja School Leeds" Facebook and Instagram page are both administered and moderated by Ninja School Leeds.
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 Ninja School Leeds. Any response from Members of staff that does not come directly from may not reflect the actual stance of Ninja School Leeds.

Property

1. Ninja School Leeds recommends members leave valuables at home or in their cars.

Ninja School Leeds does not take responsibility for any lost, stolen or damaged property.

Parking

1. There is ample, free, on-street parking on both sides of the road to either side of the School. Members and drop-ins must **not** use the parking spaces in the two compound car parks. Ninja School Leeds does not take responsibility for any lost, stolen or damaged property or vehicles.

Membership and Drop-Ins

2. Anyone attending classes without a membership pays a £10/session “drop-in” fee to the Member of staff at reception **before** the session.
3. **On signing up to a monthly membership you consent to Ninja School Leeds invoicing and charging your debit/credit card the value of the membership signed up for on a monthly basis, until you request that we cancel the membership. Following the minimum term (the first three months) cancellation just needs a written request and one months notice**
4. There are two bands of membership: Once a week/Twice a week. There is no maximum term after the first three months.
5. Each subscription allows a certain number of sessions per week (1 or 2).
6. Membership subscription fees are processed via monthly credit/debit card invoicing on Stripe. Payment will be invoiced on the same day of the month as when signup occurred, i.e. a signup on 22nd of May will be immediately invoiced and charged, then invoiced/charged next on 22nd June, then 22nd July etc. This may be shifted slightly in cases such as the subscription invoice day landing on a bank holiday, or payments normally on the 31st in a month without that many days etc.
7. Each subscription invoice pays for the next month’s lesson allowance in advance. For example, a 2/week membership originally invoiced and paid on the 22nd May will entitle the member to up to 2 sessions at Ninja School Leeds per week until the 22nd June, when the next invoice will be charged, for sessions until 22nd July etc. A subscription fee does not cover any time other than the month immediately after invoicing.
8. Subscription invoicing dates can be altered to a date other than that you originally signed up on, if this is more convenient, although this will incur a pro-rata change in the next subscription fee to ensure all days are still covered by the membership. For example, deciding to change invoice date to the 15th from the 22nd will mean that the first invoice on the 15th will be proportionally cheaper than usual, to prevent you “losing” 7 days. Likewise, changing invoice date to the 29th from the 22nd will mean that the first invoice on the 29th will be proportionally more expensive, to prevent a free “gain” of 7 days membership. In these instances, we will let you know the difference in your next invoice.
9. Subscription fees are final, and cannot be refunded, even in the event that you do not attend the School for an entire month after paying a subscription fee for that month. It

is your duty to cancel membership in a timely manner in the event of long absences, and your duty to make the most of your membership after paying a subscription fee.

10. Lesson allowances are for a period of Monday-Saturday and generally cannot be saved up, or carried over to subsequent weeks, other than at the discretion of one of the coaching team, when given advance warning that you would like permission to do this. It should not be attempted without making Ninja School Leeds members of staff aware.
11. In the event of an invoice being unable to be charged instantly upon invoicing, due to but not limited to insufficient funds or a change of debit/credit card, we do not impose any penalties. You are however obliged to get in contact or respond ASAP to sort out or discuss any issues where they arise, via email or Facebook message to the School page.
12. If payment is still not resolved **one month** after the initial invoice, in the absence of a waiver granted at the discretion of one of the Ninja School Leeds Members of staff, this will count as a cancellation, and may incur charges or penalties as detailed below.
13. If payment is delayed, the membership subscription period still begins from the date of the original invoice, and not the date of eventual payment. For example, if a subscription fee is invoiced on the 22nd June, but the charge fails due to insufficient funds, the membership period will still be 22nd June – 22nd July no matter the date of eventual payment. Membership is from one month after the date of invoice, not payment.
14. Memberships do not include private sessions or consultations.
15. Membership is not transferable and must be used only by the registered member.
16. Ninja School Leeds 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. Ninja School Leeds reserves the right to refuse membership or admittance.

Membership Cancellation/Alteration

18. Memberships can be cancelled or altered by email (ninjaschoolnorth@gmail.com), Facebook message to the School page, or by requesting from one of the Members of staff in person. We strive to enact any requests as fast as possible, but as we are only a very small team this can sometimes take up to five working days. For this reason, please try and request any changes as early as possible before your next billing date.
19. While still within the contracted months, memberships may be upgraded or downgraded (e.g. one session per week to two sessions per week).
20. Attempting to cancel a membership before the contracted period (first three months) is up will incur a cancellation fee equal to the remaining months. For example, attempting to quit a membership after two months would incur a fee of £40 (one session per week).
21. Refusal or inability to pay this fee will result in being limited to only “drop-ins”.

Disclaimer

22. Ninja School Leeds reserves the right to change the timetable of classes or instructors without prior notification.
23. While Ninja School Leeds 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.
24. 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.
25. You accept that intermediate injuries may also be encountered including sprains, strains, twists, cramps, cuts and injuries of a similar magnitude.
26. 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.
27. You accept that no matter how remote, there exists an extremely minor risk of death or crippling.
28. Ninja School Leeds, 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.
29. Ninja School Leeds 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.
30. Ninja School Leeds 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.

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 Ninja School Leeds 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 Ninja School Leeds membership, you acknowledge that you answered no to all of the above PAR-Q questions, or have medical clearance to continue.