

Cancelling Membership/leaving the school

Please note there is a 1 fee month's notice should you wish to leave/cease training. x 1 months fee will be taken after you advise in writing via email/text that you will to leave the school. This fee will be taken immediately when your notice is given and all future payments will be cancelled.

Contract Duration and Automatic Renewal: Contract is in force for 12 months from the Contract Start Date, with automatic renewal for subsequent months, unless cancelled by either or CarlBettyTKD, with notification of 30 days in advance of the next billing date.

Agreement to Pay Recurring Fees: agrees to pay CarlBettyTKD monthly recurring fees as follows: CarlBettyTKD Member Fees via Client authorized automatic credit/debit card. Alternatively, Client may prepay six or twelve months in advance via any debit/credit card, bank cheque or BACS. Payment in monthly increments by any means other than Client's debit/credit card or ACH is not permitted.

Please read below.

(a) I agree to purchase the CarlBettyTKD Member Fees, as an automatic charge to my credit/debit card, or automatic debit to my checking account each month for a contract period of 12 months.

(b) I hereby certify that I am the holder of the debit/credit card detailed below.

(c) I understand that I will be notified if my credit/debit card payment fails to authorise for any reason, and that a £5 late fee will apply if I do not provide a valid credit/debit card information within 10 calendar days of the original rejection date.

(d) I understand that my service will be deactivated if my account becomes more than 30 calendar days late.

CarlBettyTKD

Rules and Regulations

All Students, parents or guardians must complete the relevant forms prior to commencing their second Class.

All Students must be licenced within the first 4 weeks of training.

Any student not attending 3 consecutive Classes will lose their place, unless prior notice has been given. Students must wear the officially approved uniform(s). Such uniform(s) shall not be worn in the event that the individuals Membership lapses or is otherwise terminated.

Membership fees to be paid every month, preferably by Direct Debit/Autopay. Failure to do so will incur a late penalty fee(£5). The build-up of arrears is not acceptable. Monthly membership fees cover the student's tuition fees and their place in the school. If a Direct Debit/Standing Order is cancelled, that students place may be offered to another student

All members are required to bring their membership card at each class. Little Tigers are required to bring their skill cards to each class. A photograph will be required for all new members. Members will be refused entry into Class without a valid membership/insurance card. There is a charge of £5.00 to replace lost or stolen cards. Membership/skill cards are non-transferable and must only be used by the named cardholder

The schools are closed for 2 weeks in the summer and 2 weeks at Christmas. They may also be closed on the odd occasion Mr Betty is competing or coaching with the Great Britain Team. In the event of this, Mr

Betty will do his utmost to offer another session on a different date or get the class covered. Some schools may be closed on Bank holidays, if the venue is closed. In this case you will be offered a different venue to train at as a temporary replacement.

New members only, can pay a per session for their first month until they have chosen their enrolment package. Per session fee £5.00.

All students must have a T.A.G.B licence, correct belt colour and uniform before they can enter a competition or grade for their next belt.

Misuse of the art will result in disciplinary action.

Members must never lose their temper in the training hall, especially in sparring.

Parents are responsible for their children immediately prior and following the Class.

Students must keep their finger and toe nails clipped.

Members should behave in a disciplined manner while training.

Individuals should respect all members, especially those of senior grade.

No student may enter a tournament without the Instructors permission, correct paperwork/completed form and fee paid where applicable.

Gradings depend on attendance, attitude and Mr Betty's discretion as well as technical ability.

Gradings/belt promotions are held every 3/4 months. A minimum of 75% attendance is required during periods between gradings/belt promotions.

A student may not change clubs without completing a transfer form and obtaining prior permission from both instructors concerned.

All training must be undertaken under the supervision of a T.A.G.B/CarlBettyTKD approved school.

Should any school cease to be approved, only the training undertaken during the period that the school was approved shall count towards grading.

No smoking, eating, chewing gum or wearing of jewellery, ear rings, etc. is permitted in the training hall.

Turn phone ringtones off whilst in the training hall.

In any dispute, the ruling of the Master Instructor is final.

The Master Instructor (Mr Betty) may adjust the class availability and times at any point.

The Master Instructor may alter the monthly fees during membership. But will give at least 1 months' notice.

The Master Instructor may at any time alter or add to the rules of CarlBettyTKD

Older members paying by standing order, standing orders are controlled by you. Should you choose to leave at any point then you must give one month's notice. You are responsible for the cancellation of your standing order after you leave. CarlBettyTKD will not issue a refund if such payment continues after you leave. Standing orders are no longer offered to students. This service has been replaced by the Autopay/Direct debit system.

CarlBettyTKD

TERMS AND CONDITIONS OF SUPPLY OF SERVICES

Our terms

Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

Application Form: your order for the Services;

Classes: Group tae kwon do classes, Tigers classes or fitness classes provided to you as part of the Services;

Event Outside Our Control: is defined in clause 10.2;

Private Tuition: individual (one-to-one) tae kwon do, fitness or other classes which We agree to provide to you on a case by case basis;

Rules and Regulations: the code of conduct which you are required to abide by as a condition of Us providing the Services to you (see: Rules and Regulations)

Services: the services that We are providing to you as set out in the Welcome Pack;

Terms: the terms and conditions set out in this document;

We/Our/Us: CarlBettyTKD, with our registered office at 25 caradoc Street, Pentwyn, Pontypool, Torfaen, NP4 7TG;

Welcome Pack: the information pack (containing the Application Form) giving details of the tae kwon do coaching services (and other services We agree to provide to you) under and in accordance with these Terms.

When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

Our contract with you

These are the terms and conditions on which We supply Services to you.

Please ensure that you read these Terms carefully, and check that the details on the Application Form and in these Terms are complete and accurate, before you sign the Application Form. If you think that there is a mistake, please contact Us to discuss.

Application Forms for persons under 18 years of age must be signed and submitted by a parent or legal guardian. The parent or legal guardian will be responsible for ensuring that their child complies with all relevant Terms set out herein.

The Application Form allows you to choose one of several different packages. The initial fee that you pay with the Application Fee will depend on the package you choose. Each package is detailed in the Application Form and/or Welcome Pack.

Application Forms must be submitted (together with the appropriate fee) before the start of the second Class that you attend. When you sign and submit the Application Form to Us, this does not mean We have accepted your order for Services. Our acceptance of the Application Form will take place as described in clause 2.5.

These Terms will become binding on you and Us when We confirm receipt of the Application Form and that We are willing and able to provide you with the Services, at which point a contract will come into existence between you and Us. Application Forms should be signed and returned to Us at a Class, but We may also agree to accept scanned copies of the signed Application Form emailed to us at CarlBettyTKD@gmail.com. We will confirm receipt of the Application Form (and confirm that We are willing and able to provide you with the Services) in person at a Class but We may (at our option) do this by email to the address given you your signed Application Form.

If any of these Terms conflict with any term of the Application Form, the Application Form will take priority. If any of these Terms conflict with any term of the Rules and Regulations, these Terms will take priority.

Changes to terms

We may revise these Terms from time to time in the following circumstances:

changes in how We accept payment from you;

changes in relevant laws and regulatory requirements;

where we, in our discretion, decide that it is necessary or prudent to amend these Terms.

If We have to revise these Terms under clause 3.1, We will give you at least one (1) month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.

If you wish to end the contract between us, you may only do so in accordance with clause 11.

Providing services

In return for the fees referred to in clause 8, We will supply the Services to you in Classes from the date agreed between Us until such time as this agreement is terminated by you or Us in accordance with these Terms. Subject to Clause 4.4, or as agreed in exceptional circumstances such as pregnancy, these Terms cannot be suspended for any reason or for any period of time.

We will make every effort to provide the Services in accordance with the timetable advertised on Our website (<http://www.gordonfearntkd.com>). However, We may be unable to provide the Services due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

In general, unless advertised otherwise, all Tigers classes are for 45 minutes. Tae Kwon Do Classes and Private Tuition sessions are for 55 minutes. Classes will not be delayed, restarted or extended if you are late. You may be refused entry to if you are late for any Class by more than 5 minutes.

On some rare occasions, We may have to suspend the Services, for example when the chief instructor, Mr Carl Betty (Mr Betty), is working at his main job, is competing or coaching the national squad team.

We will give you as much notice of such events as possible, unless there is a problem or an emergency which prevents us from giving such notice. Where we are unable to provide the Services in any specific Class because of Mr Betty's absence, We will use reasonable endeavours to arrange for the Class to be taught by another instructor. If another instructor is unavailable for that Class, you may attend a Class on an alternative date.

Classes will not take place during the following holiday periods (during which all monthly fees will remain payable):

Summer – 10 days;

Christmas – 2 weeks;

Bank Holidays (where the relevant venue is closed);

as notified by Us at least fourteen (14) days in advance.

If you do not pay Us for the Services when you are supposed to as set out in clause 8.8, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 8.11). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 8.10.

If we provide coaching materials to you (whether in Classes, Private Tuition or on our website), We will own the copyright, design right and all other intellectual property rights in such materials.

Your Obligations

It is a condition of Us providing the Services to you that you abide by the Rules and Regulations. Copies of the Rules and Regulations are available by clicking the above link, or on request.

You are required to complete the Application Form as fully as possible. All information provided by you in the Application Form must be accurate. Any changes to the information given on the Application Form should be notified to Us as soon as possible after you become aware of such changes.

We may seek additional medical information from you based on the information you give Us in the Application Form. In rare circumstances, it may be necessary for Us to obtain a medical clearance letter from your doctor before you are allowed to train at a Class. In any event, it is your responsibility to ensure that you are fit to train and you should inform Us in writing if your health or any medical conditions/medication changes.

Each student is required to obtain a valid licence issued by the Tae Kwon Do Association of Great Britain (TAGB) within three (3) weeks of submitting the Application Form. TAGB licences must be renewed annually on the anniversary of first issue. Students without a valid TAGB licence will not be allowed to train, grade or compete. Application forms for issue and renewal of TAGB licences can be obtained from Us and all fees payable in respect of such licences must be paid to Us.

You must promptly provide Us with all information, photographs and fees which we ask for in connection with any gradings, competitions or other events which you decide to enter. Failure to do so may result in you being unable to enter the relevant grading, competition or event.

Any equipment provided by Us in connection with the Services or brought to Class by you must be used in an appropriate manner, giving safe regard to your own health & safety and to that of others.

Private Tuition

Twenty-four (24) hours' notice of cancellation or postponement is required for all Private Tuition sessions. If we are notified at least twenty-four (24) hours ahead of time, it MAY be possible to make the session up at a later date. However, this cannot be guaranteed.

Cancellation notice of less than 24 hours will incur full payment of the full session fee. If you have not already paid for the session, your account/card will be charged for the full amount of the session. If no card/account information has been given to us, no further sessions will be conducted until the outstanding payment is received.

Reserved time slots for Private Tuition may be lost if payment is not made in a timely manner.

Private Tuitions will not be delayed, restarted or extended if you are late.

If there is a problem with the services

As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

Fees and payment

The Welcome Pack gives full details of:

Initial fees payable upon submission of the Application Form; and

Monthly fees payable for attending Classes.

Until the initial fee referred to in clause 7.1(a) has been paid, you may pay for individual Classes in cash at the Class concerned. The fee for training at individual Classes is currently £5.00

Monthly fees are payable until this agreement is cancelled in accordance with clauses 11 and 12, regardless of whether you actually attend any Classes.

You may be refused entry to Classes if your monthly payments are more than thirty (30) days in arrears.

Individual and monthly fees for attending Classes may change at any time and we will notify you in

writing at least twenty-eight (28) days before this happens.

Fees for Private Tuition are payable in addition to the fees for attending Classes. If We agree to provide you with Private Tuition, We will discuss and individually agree the fees for such Private Tuition with you. Fees for Private Tuition are payable in advance of the relevant session.

All fees include VAT (where applicable).

Unless We agree otherwise, We will collect payment of monthly fees from the account specified by you in the Application Form by monthly direct debit (paid in advance during the first week of each month) until this agreement terminates. We will not provide you with individual invoices for each monthly payment unless We agree to do so on a case by case basis.

If your bank refuses payment of any direct debit for any reason, We may charge you an administration fee of £10 on each occasion this happens.

If you do not make any payment due to Us by the due date for payment, We may also charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.10 will not apply for the period of the dispute.

Our liability to you

If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

You recognise that there are inherent physical risks involved in participating in an activity like tae kwon do. Subject to clause 9.4(a), We will not be liable for any injury you sustain during any Class or Private Tuition or any damage or losses arising therefrom (and you hereby waive any right you may have to take action against Us in relation to such injury, damage or losses).

We do not exclude or limit in any way Our liability for:

death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

fraud or fraudulent misrepresentation.

We accept no liability for lost or stolen goods during any Class or Private Tuition session. Cars parked outside any venue where a Class is being held (and all contents in them) are your responsibility and we will not accept and liability for loss or damage to them.

You are responsible for all damage you or your guests cause to any venue where Services are provided.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond Our reasonable control.

If an Event Outside Our Control takes place that affects the performance of Our obligations under these

Terms:

We will contact you as soon as reasonably possible to notify you; and

Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than twelve (12) weeks in accordance with Our cancellation rights in clause 11.

Your rights to cancel

Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with no less than one (1) full calendar months' notice in writing.

Unless We agree otherwise with you, you will be required to pay fees for the Services during the notice period. We will continue to collect payment by direct debit for the duration of the notice period. If you cancel your direct debit before the end of the notice period, all fees due to be paid in the notice period will become payable by you immediately.

It is your responsibility to cancel the direct debit after the final payment has been taken.

Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

We go into liquidation or a receiver or an administrator is appointed over Our assets;

We change these Terms under clause 3.1 to your material disadvantage.

Our rights to cancel

Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least one (1) full calendar months' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

you do not pay Us when you are supposed to as set out in clause 8.8. This does not affect Our right to charge you interest under clause 8.10;

you fail to abide by the Rules and Regulations; or

you break the contract in any other material way and you do not correct or fix the situation within fourteen (14) days of Us asking you to in writing.

Information about us and how to contact us

We operate the website <http://CarlBettytkd.com> We are CarlBettyTKD, with our registered office at 25 Caradoc Street, Pentwyn, Pontypool, Torfaen, NP4 7TG. Our main trading address is at 25 Caradoc Street, Pentwyn, Pontypool, Torfaen, NP4 7TG To contact us, please email Us at CarlBettyTKD@gmail.com or write to Us at our main trading address.

How we may use your personal information

Our Privacy Policy applies to all personal information you provide to Us.

Other important terms

We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

This contract is between you and Us. No other person shall have any rights to enforce any of its terms. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.