

# TEK TERMS & CONDITIONS

**TEAM ELITE KICKBOXING LIMITED T/A TEK KICKBOXING IS A COMPANY LIMITED BY SHARES, REGISTERED IN ENGLAND & WALES UNDER NUMBER 13693213; ITS REGISTERED ADDRESS IS 71 STATION ROAD, BEESTON, NOTTINGHAM, UNITED KINGDOM, NG9 2AW; ITS TRADING ADDRESS IS 71 STATION ROAD, BEESTON, NOTTINGHAM, UNITED KINGDOM NG9 2AW ITS VAT NUMBER IS 402159925; ITS EMAIL ADDRESS IS INFO@TEAMELITEKICKBOXING.ORG AND TELEPHONE NUMBER IS +44 (0) 7766836153.**

THESE TERMS AND CONDITIONS ARE TO PROVIDE ALL MEMBERS AND THEIR GUESTS WITH A COMFORTABLE, SAFE AND ENJOYABLE EXPERIENCE ON EVERY VISIT. THE CONTENTS FORM PART OF YOUR PRE-ASSESSMENT AND MEMBERSHIP AGREEMENT WITH TEK. ONCE AN INDIVIDUAL SIGNS A PRE-ASSESSMENT OR A MEMBERSHIP FORM THEY CONFIRM THAT THEY HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS.

## INTERPRETATION

IN THIS AGREEMENT, THE FOLLOWING DEFINITIONS APPLY:

**FEEES:** THE MONTHLY TRAINING FEES- THESE ARE VARIABLE DEPENDING ON THE TRAINING PROGRAMME AND REGULARITY OF TRAINING CHOSEN.

**SERVICES:** THE TRAINING SERVICES OR SUCH OTHER SERVICES CARRIED OUT BY TEAM ELITE KICKBOXING (REFERRED TO AS TEK KICKBOXING).

**"WE", "US" OR "OUR":** TEAM ELITE KICKBOXING LIMITED TA TEK KICKBOXING (NO.13693213) WHOSE REGISTERED ADDRESS IS 71 STATION ROAD, BEESTON, NOTTINGHAM, NOTTINGHAMSHIRE, UNITED KINGDOM, NG9 2AW.

**"YOU" OR "YOUR":** THE CLIENT, STUDENT OR PARENT OF TEK KICKBOXING- AS SET OUT IN YOUR PRE-ASSESSMENT OR MEMBERSHIP APPLICATION FORM.

## 1. BASIS OF AGREEMENT

1.1. THIS AGREEMENT SHALL COME INTO EFFECT AFTER (I) A PRE-ASSESSMENT FORM HAS BEEN SIGNED AND DULY COMPLETED; OR (II) WHEN A TEK MEMBERSHIP APPLICATION HAS BEEN COMPLETED AND SIGNED BY YOU.

1.2. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY STATEMENT, PROMISE OR REPRESENTATION MADE OR GIVEN BY OR ON BEHALF OF US WHICH IS NOT SET OUT IN THIS AGREEMENT. THEY SHALL NOT FORM PART OF THIS AGREEMENT BETWEEN YOU AND US FOR THE SERVICES RECEIVED BY US.

1.3. BY SIGNING THE PRE-ASSESSMENT FORM OR MEMBERSHIP APPLICATION, YOU WARRANT THAT YOU HAVE CAREFULLY READ THE TERMS AND CONDITIONS AND ARE AWARE OF THE SERVICES THAT YOU WILL RECEIVE FROM US (WHETHER OR NOT IT CORRESPONDS WITH ANY EARLIER DISCUSSIONS, BRIEFS AND/OR CORRESPONDENCE).

## 2. SERVICES

2.1. SUBJECT TO YOU PAYING US THE FEES, WE WILL USE REASONABLE CARE AND SKILL IN PROVIDING THE SERVICES AND WE WILL USE REASONABLE ENDEAVOURS TO PERFORM THE SERVICES TO THE HIGHEST OF STANDARDS. YOU AGREE TO HELP US BY COMMUNICATING ANY INFORMATION YOU BELIEVE WILL HELP US SUPPORT YOU OR YOUR CHILD WITHIN OUR SERVICES BETTER.

## 3. GENERAL RULES & REGULATIONS

3.1. YOU AGREE TO OPERATE WITH RESPECT AND COURTESY TO US AND TO ALL OTHER TEK STUDENTS AND CLIENTS.

3.2. WE RESERVE THE RIGHT, WITHOUT PRIOR NOTICE TO CLOSE AND CHANGE THE PROGRAMME OF CLASSES AND ITS OPERATING HOURS.

3.3. UNLESS IT IS EXPRESSIVELY PROHIBITED, YOU ARE PERMITTED TO TAKE PHOTOGRAPHS AND RECORDINGS WITHIN THE ACADEMY PROVIDED THAT THESE ARE SOLELY FOR PRIVATE USE AND ARE NOT SOLD OR USED FOR ANY COMMERCIAL OR PUBLIC PURPOSE AND ENSURING THAT NO OTHER TEK STUDENTS OR CLIENTS FEATURE WITHOUT PERMISSION.

3.4. WE CAN CARRY OUT PHOTOGRAPHY AND/OR VIDEO RECORDING WITHIN TRAINING, WHICH MAY FEATURE YOU. SIGNING EITHER A MEMBERSHIP APPLICATION OR A PRE-ASSESSMENT FORM IS DEEMED ACCEPTANCE OF THESE REGULATIONS, AND YOU THEREFORE AGREE THAT WE OR ANY AUTHORISED OTHER PARTY MAY USE SUCH IMAGES IN ANY PROMOTIONAL, ADVERTISING OR PUBLICITY MATERIAL IN ANY FORMAT WHATSOEVER, UNLESS STATED OTHERWISE ON SAID PRE-ASSESSMENT OR MEMBERSHIP FORM. YOU FURTHER AGREE THAT COPYRIGHT FOR THESE MATERIALS RESTS WITH US.

## **4. PRE-ASSESSMENT**

- 4.1. UPON COMPLETING A PRE-ASSESSMENT FORM WE ARE AGREEING TO YOU ATTENDING AN INITIAL ASSESSMENT SESSION.
- 4.2. AFTER RECEIVING YOUR INITIAL ASSESSMENT SESSION, YOU WILL AGREE TO ENROL ON AN ASSESSMENT MONTH (TRIAL MONTH) - CONSTITUTING OF 30 DAYS OF CLASSES OR 4 INDIVIDUAL CLASSES (FOR ONCE A WEEK TRAINING). THIS BEGINS ON AN AGREED DATE AND WILL RUN FOR 4 CONSECUTIVE WEEKS WITH NO BREAKS OR CHANGES (UNLESS PREVIOUSLY AGREED WITH THE TEK MANAGEMENT TEAM).
- 4.3. THE FEES FOR THIS PRE-ASSESSMENT MONTH ARE SUBJECT TO CHANGE AND WE RESERVE THE RIGHT TO CHANGE THE PRICE AT ANY TIME.
- 4.4. UPON THE PRICES CHANGING, ANY STUDENTS WHO HAVE ALREADY ENROLLED IN THEIR PRE-ASSESSMENT MONTH WILL NOT BE AFFECTED BY THE PRICE CHANGE.
- 4.5. IF DURING THE PRE-ASSESSMENT MONTH YOU WISH TO STOP OR CANCEL YOUR TRAINING, YOUR TRAINING FEES AND ANY EQUIPMENT OR UNIFORM PURCHASED ARE FULLY NON-REFUNDABLE.

## **5. NON-MEMBER TRAINING**

- 5.1. UPON COMPLETING YOUR ASSESSMENT MONTH, IF YOU WISH TO CONTINUE TRAINING WITH US, HOWEVER DO NOT WISH TO ACCESS SPARRING OR GRADING PATHWAYS, STUDENTS CAN CONTINUE TRAINING AT A NON-MEMBER DESIGNATED PRICE.
- 5.2. TEK NON-MEMBER STUDENTS WILL ONLY BE ABLE TO ACCESS DESIGNATED SILVER TRAINING CLASSES, NOT ALLOWING FOR SPARRING OR GRADING PATHWAYS OR TO BLUE TRAINING CLASSES (ADVANCED ADULTS)- ALL ONLY AVAILABLE WITH MEMBERSHIP.
- 5.3. A NON-MEMBER STUDENT HAS THE ABILITY TO BECOME A TEK MEMBER AT ANY POINT.

## **6. MEMBERSHIP & TRAINING**

- 6.1. UPON COMPLETING YOUR ASSESSMENT MONTH, IF YOU WISH TO BECOME A MEMBER WITH US, YOU MUST COMPLETE A MEMBERSHIP APPLICATION AND PAY THE TEK MEMBERSHIP FEE.
- 6.2. THE TEK MEMBERSHIP FEE IS AN ANNUAL FEE, THAT MUST BE RENEWED BY ALL MEMBERS EVERY 12 MONTHS (FROM THE MONTH OF JOINING). THE RENEWAL MUST BE MADE BETWEEN 1ST TO 31ST OF YOUR MONTH OF JOINING. THE RENEWAL PRICE IS A SUBJECT TO CHANGE. TEK MEMBERSHIP FEE IS NON-REFUNDABLE OR TRANSFERABLE.
- 6.3. IN ORDER TO ACCESS MEMBERSHIP INFORMATION EVERY TEK STUDENT MUST CREATE AN ONLINE ACCOUNT BY REGISTERING THEIR DETAILS AT [WWW.TEAMELITEKICKBOXING.ORG](http://WWW.TEAMELITEKICKBOXING.ORG).
- 6.4. IF STUDENTS DO NOT RENEW THE TEK MEMBERSHIP BEFORE THE DEADLINE OF 31ST THEY MUST PAY A LATE FEE. LATE FEE IS SUBJECT TO CHANGE.
- 6.5. A TEK MEMBER MAY CHOOSE NOT TO RENEW THEIR MEMBERSHIP AND CONTINUE TRAINING AS A NON-MEMBER STUDENT, HOWEVER AGREEING TO AN INCREASE IN SAID MONTHLY FEES.

## **7. DATA, TRAINING & FEES**

- 7.1. ALL YOUR DATA AND PERSONAL INFORMATION WILL BE STORED ELECTRONICALLY, SAFELY AND SECURELY.
- 7.2. ALL PRE-ASSESSMENT FORMS AND MEMBERSHIP FORMS WILL BE DESTROYED AFTER 3 MONTHS OF NON-ATTENDANCE OR COMMUNICATION OR IMMEDIATELY AFTER COMMUNICATION OF CANCELLATION OF MEMBERSHIP.
- 7.3. FOLLOWING AN INITIAL ASSESSMENT SESSION ALL INDIVIDUALS WILL BE OFFERED A 30-DAY ASSESSMENT PERIOD IN ORDER TO ESTABLISH THEIR READINESS TO JOIN TEK. THE 30-DAY PERIOD WILL BEGIN ONCE THE INDIVIDUAL HAS SECURED IT WITH A FULL PAYMENT. THE PAYMENT CHARGE FOR ASSESSMENT PERIOD IS SUBJECT TO CHANGE. ONCE THE PAYMENT IS RECEIVED IN FULL THE FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.
- 7.4. WE RESERVE THE RIGHT TO ADVISE YOU OTHER AVAILABLE OPTIONS OF TRAINING AT THE END OF THE ASSESSMENT COURSE IF WE FEEL YOU WOULD BENEFIT FROM OTHER TEK PATHWAY OPTIONS.
- 7.5. ONCE YOU HAVE SIGNED THE TEK MEMBERSHIP FORM AND PAID FOR SAID MEMBERSHIP THE PAYMENT IS NON-REFUNDABLE IN THE EVENT THAT YOU CEASE TRAINING WITH US.
- 7.6. WE CAN NOT ACCEPT CHEQUE PAYMENTS FROM YOU.
- 7.7. NO REFUND WILL BE PROVIDED TO YOU IF YOU MISS CLASSES. IT IS SOLELY YOUR RESPONSIBILITY TO CANCEL YOUR FEES WHEN YOU NO LONGER DECIDE TO PROCEED WITH TRAINING.
- 7.8. NO REFUND OR EXTRA CLASSES WILL BE OFFERED TO YOU DUE TO PUBLIC HOLIDAYS OR SPECIAL EVENTS CLOSURES.

7.9 FOLLOWING THE ASSESSMENT PERIOD ALL TEK ACADEMY STUDENTS MUST SET UP STANDING ORDER PAYMENTS FOR THE 1ST OF EVERY MONTH TO COVER YOUR MONTHLY TRAINING FEES. ALL MONTHLY TRAINING FEES MUST BE PAID BY THE 10TH OF EVERY MONTH. IF FEES ARE NOT RECEIVED BY THE 10TH, THE TRAINING ABILITY WILL BE SEIZED FOR THE REMAINING OF THAT MONTH OR UNTIL FULL PAYMENT IS MADE.

7.10. WE HOLD THE RIGHT TO CHANGE THE PRICE OF MONTHLY TRAINING SCHEMES, GRADING AND LICENCE RENEWAL AT ANY POINT.

## **8. CANCELLATION AND TERMINATION**

8.1. IN THE EVENT THAT YOU WISH US TO STOP TRAINING WITH US, YOU ARE REQUESTED TO SEND A WRITTEN OR VERBAL CONFIRMATION OF THIS TO US.

8.2. WE WITHHOLD THE RIGHT TO CANCEL OR CEASE PROVIDING OUR SERVICES TO YOU AT ANY POINT, PROVIDING INFORMATION TO YOU AS TO WHY.

8.3. IN THE EVENT OF A CANCELLATION REQUEST, YOU UNDERSTAND THAT:

- (A). ANY FEES ALREADY PAID ARE FULLY NON-REFUNDABLE.
- (B). IT IS FULLY YOUR RESPONSIBILITY TO CANCEL ANY STANDING ORDERS SET UP BY YOURSELF TO US. IF YOU DON'T CANCEL THE STANDING ORDER, ANY FURTHER PAYMENTS MADE WILL BE NON-REFUNDABLE AND NON-TRANSFERABLE.

8.4. WE MAY TERMINATE THIS AGREEMENT BY GIVING YOU NOT LESS THAN 30 DAYS' WRITTEN NOTICE.

8.5. THIS AGREEMENT CAN BE CANCELLED AT ANY POINT BY YOU, BY GIVING US LESS THAN 30 DAYS' NOTICE.

## **9. UNDER 18 YEAR OLDS**

9.1. ANY CHILD (UNDER 18YRS) WILL ONLY BE ALLOWED TO LEAVE THE TEK ACADEMY/TEK SCHOOL IF THE PERSON COLLECTING THE CHILD IS OVER 18 YRS OF AGE.

9.2. IF YOU WISH FOR A STUDENT UNDER THE AGE OF 18YRS TO LEAVE THE ACADEMY UNATTENDED THEY MUST CONFIRM THIS IN WRITING.

9.3. IF A PICK-UP ARRANGEMENT FOR STUDENTS UNDER THE AGE OF 18YRS CHANGES FOR ANY REASON WE MUST BE NOTIFIED PRIOR TO THE SESSION.

9.4. IF AN ADULT ARRIVES TO PICK UP A CHILD (UNDER 18YRS) THAT WE DO NOT KNOW, THEY MAY BE ASKED FOR PHOTO ID PROOF.

9.5. WE DO NOT HOLD RESPONSIBILITY FOR THE CHILD ONCE THEY HAVE LEFT OUR PREMISES.

## **10. PERSONAL TRAINING**

10.1. YOU ARE ADVISED TO NOT UNDERTAKE STRENUOUS PHYSICAL ACTIVITIES IF YOU HAVE RESERVATIONS TO YOUR PHYSICAL HEALTH WITHOUT SEEKING MEDICAL ADVICE IN ADVANCE.

10.2. WE WILL NOT ACCEPT LIABILITY FOR THE LOSS OR DAMAGE OF THE PERSONAL PROPERTY OF CLIENTS OR GUESTS.

10.3. ONCE YOU HAVE AGREED ON A TRAINING SESSION/SESSIONS WITH US, TO SECURE THEIR BOOKING FULL PAYMENT FOR THE AGREED SESSION/SESSIONS MUST BE RECEIVED MINIMUM 24HR IN ADVANCE OF THE NEXT SESSION.

10.4. IF YOU FAIL TO CANCEL YOUR SESSION LESS THAN 24HR IN ADVANCE OR FAILS TO ATTEND YOUR AGREED SESSION THAT SESSION WILL BE CHARGED IN FULL AND NO REFUND WILL BE PROVIDED.

10.5. ALL CASH PAYMENTS MUST BE MADE WHEN BOOKING A SESSION.

10.6. BOOKING A SESSION DOES NOT GUARANTEE AN INDIVIDUAL SINGLE USE OF THE FACILITIES. SESSIONS ARE TAKEN BY MALE AND FEMALE COACHES AND CATER FOR BOTH MALE AND FEMALE CLIENTS.

## **11. HEALTH & SAFETY**

11.1. WE MAY, AT ANY TIME, WITHDRAW ALL OR PART OF A FACILITY FOR ANY PERIOD WITH OR WITHOUT NOTICE IN CONNECTION WITH ANY CLEANING, REPAIR, ALTERATION OR MAINTENANCE WORK OR FOR ANY REASONS BEYOND OUR CONTROL.

11.2. YOU ARE ADVISED NOT TO UNDERTAKE STRENUOUS PHYSICAL ACTIVITIES IF YOU HAVE RESERVATIONS ABOUT YOUR PHYSICAL CONDITION WITHOUT SEEKING MEDICAL ADVICE IN ADVANCE.

11.3. YOU MUST UNDERGO AN INITIAL ASSESSMENT CLASS BEFORE USING THE TRAINING AREA AND ITS EQUIPMENT.

11.4. ANY INJURY SUSTAINED OUTSIDE OF TEK MUST BE REPORTED TO US BEFORE THE START OF ANY EXERCISES.

11.5. WE CANNOT ACCEPT ANY LIABILITY FOR INJURY TO YOU THAT MAY OCCUR ON THE PREMISES OR WITHIN THE GROUNDS OF TEK.

11.6. ANY MEMBER WHO SUFFERS AN ACCIDENT AT A TEK MUST REPORT IT TO US IMMEDIATELY SO RELEVANT HEALTH AND SAFETY REPRESENTATIVE CAN BE NOTIFIED, ACCIDENT LOGGED AND ACTIONED UPON.

11.7. WE WILL NOT ACCEPT LIABILITY FOR THE PERSONAL PROPERTY OF YOURS. WE RESERVE THE RIGHT TO REFUSE TO STORE ANY SUCH PERSONAL PROPERTY.

11.8. ONLY SEALED PLASTIC DRINKING CONTAINERS ARE PERMITTED IN ANY TRAINING AREA.

11.8. SMOKING IS NOT PERMITTED IN ANY PART OF TEK.

11.9. THE CONSUMPTION OF ALCOHOL IS PROHIBITED IN ANY PART OF TEK PREMISES.

11.10. THE USE OF ILLEGAL SUBSTANCES IS STRICTLY PROHIBITED AND ANY PERSONS FOUND POSSESSING, USING OR WHO APPEAR TO BE UNDER THE INFLUENCE OF ILLEGAL SUBSTANCES WILL BE REFUSED ENTRANCE TO TEK OR ESCORTED FROM THE TEK PREMISES.

11.11. NO PETS ARE PERMITTED WITHIN TEK PREMISES WITH THE EXCEPTION OF REGISTERED ASSISTANCE DOGS.

11.12. THE MAIN ENTRANCE TO TEK MUST BE USED WHEN ENTERING OR LEAVING. IN THE EVENT OF A FIRE OR EMERGENCY EVACUATION, YOU MUST USE THE NEAREST AND SAFEST AVAILABLE FIRE EXIT FOLLOWING THE DIRECTION OF US.

11.13. WE ACCEPT NO LIABILITY FOR ANY BIKE OR OTHER PROPERTY LEFT ON THE BIKE RACK, ANY THEFT OR LOSS IS THE OWNER'S RESPONSIBILITY.

## **12. UNIFORM & EQUIPMENT**

12.1. YOU MUST AIM TO PURCHASE YOUR OFFICIAL TEK UNIFORM WITHIN FIRST 3 MONTHS OF TRAINING. YOU DO NOT REQUIRE TO PURCHASE ANY EQUIPMENT OR UNIFORM DURING YOUR 30-DAY BEGINNER'S COURSE. NO REFUND FOR PURCHASED UNIFORM OR EQUIPMENT WILL BE PROVIDED TO YOU IF DO NOT WISH TO CONTINUE YOUR MEMBERSHIP WITH US FOLLOWING THE 30 DAY BEGINNER'S COURSE.

12.2. WE AIM TO DELIVER UNIFORM WITHIN 14-21 DAYS OF THE ORDER.

12.3. ANY JEWELLERY AND/OR ACCESSORIES THAT WILL INHIBIT, OR CAUSE RISK DURING TRAINING MUST BE REMOVED BEFORE STARTING THE CLASS.

12.4. ONLY CIMAC, BYTOMIC, TOP TEN, ADIDAS, RINGSIDE, RIVAL AND FLY EQUIPMENT CAN BE USED AT TEK. YOU WILL NOT BE PERMITTED TO WEAR, USE OR TRAIN IN KICKBOXING EQUIPMENT OF OTHER BRANDS APART FROM THE ONES ACCEPTABLE BY US. NO REFUND OR SUBSTITUTE OF WILL BE GIVEN TO THOSE STUDENTS WHO PURCHASED INCORRECT TRAINING GEAR.

12.5. ALL APPROVED EQUIPMENT AND UNIFORM CAN BE PURCHASED VIA OUR OFFICIAL WEBSITE [WWW.TEAMELITEKICKBOXING.ORG](http://WWW.TEAMELITEKICKBOXING.ORG).

12.6. WE WILL NOT TAKE ANY RESPONSIBILITY FOR ORDERS COMPLETED INCORRECTLY BY STUDENTS, IF THE INCORRECT SIZE IS CHOSEN BY STUDENT/PARENT, WE WILL HOLD NO RESPONSIBILITY FOR THIS AND WILL NOT OFFER ANY REFUND OR REPLACEMENT.

12.7. TEK EQUIPMENT CANNOT BE RE-SOLD ON THE PREMISES FOR PERSONAL GAIN.

## **13. GRADINGS**

13.1. YOU CAN PARTICIPATE IN TEK GRADINGS. WE RESERVE THE RIGHT TO PUT YOU FOR GRADING AS WELL AS AGREE ON BEST SUITABLE GRADING DATE FOR YOU BASED ON YOUR LEVEL OF PHYSICAL AND MENTAL READINESS.

13.2. IN ORDER TO PARTICIPATE IN TEK GRADING YOU MUST HAVE VALID TEK LICENSE AND FULL PAYMENT BEFORE THE DEADLINE DATE SET BY US. IF FULL REQUIRED DOCUMENTS ARE NOT PROVIDED YOU WILL NOT BE ALLOWED TO GRADE.

13.3. IF YOU ARRIVE LATE FOR GRADING, YOU WILL STILL BE ELIGIBLE TO GRADE, HOWEVER WILL AUTOMATICALLY BE DEDUCTED 5%.

## **14. EQUAL OPPORTUNITIES**

14.1. WE ARE AN EQUAL OPPORTUNITY ACADEMY. WE WILL NOT DISCRIMINATE ON GROUNDS OF SEX, MARITAL STATUS, ETHNIC ORIGIN, COLOUR, NATIONALITY, AGE, DISABILITY, SEXUAL ORIENTATION, RELIGIOUS BELIEFS OR ANY OTHER GROUNDS OF DISCRIMINATION. ANY MEMBER OF TEK MAY COMPLAIN ABOUT DISCRIMINATORY CONDUCT AND MUST RAISE THE ISSUE DIRECTLY WITH US.

14.2. IF YOU ARE DEEMED TO BE CAUSING HARASSMENT OF ANY KIND WILL BE DEEMED TO CONSTITUTE GROSS MISCONDUCT AND WILL BE ASKED TO LEAVE TEK.

14.3. MEMBERS WHO ARE DISABLED SHOULD INFORM US AND MAY ALSO ADVISE OF ANY 'REASONABLE ADJUSTMENTS' TO YOUR TRAINING CONDITIONS- POTENTIALLY WITH REQUESTED WRITTEN MEDICAL CONSENT THAT IT IS SAFE FOR SAID INDIVIDUAL TO TRAIN. IF THESE ADJUSTMENTS ARE CONSIDERED NECESSARY TO IMPROVE YOUR PERFORMANCE THEY WILL BE IMPLEMENTED BY US.