

# **TERMS AND CONDITIONS**

## **Academy Etiquette**

1. For hygiene purposes 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.
2. Sandals/flip flops or shoes to be worn whenever entering any toilet areas. Going barefoot in these areas is strictly forbidden.
3. Keep a high standard of personal hygiene for the mats with clipped nails and clean hands and feet.
4. 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.
5. We aren't really big on dictating precisely how people should or shouldn't act when in our gym or training on the mats, just have fun, be cool to each other, and learn together.

## **Property**

6. Scramble Academy recommends members leave valuables at home or in their cars. Scramble Academy does not take responsibility for any lost or damaged property.

## **Membership and Pay as You Go**

7. Anyone attending classes without a membership pays a £10/session pay as you go fee to one of the Scramble coaches or staff before the session.
8. On signing up to a monthly membership you consent to Scramble Academy 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. In the instance of a membership with a contracted minimum length you agree to not request cancellation until this term is up.
9. There are 3 bands of membership: Monthly, 6 Monthly and 12 Monthly with a discount for students. Student membership is for anyone holding a valid NUS or other recognised student ID, or anyone at secondary school, 6<sup>th</sup> form, or college. Anyone else falls under adult membership.
10. In order to qualify for a student membership, students must produce proof of student eligibility when purchasing their membership or attending Scramble Academy for the first time.
11. Each subscription allows a certain session allowance per week. Session refers to visits to the gym and may include more than one lesson. For example, coming to NOGI BJJ on Thursday and staying for MMA class afterwards would only count as 1 session of your allowance, despite actually consisting of 2 "lessons".

12. Adult memberships all have 1-, 6- or 12-month membership contract options. Committing to a longer length of membership is rewarded with a cheaper monthly fee.
13. Valid student ID or proof of eligibility for student membership must be brought to Scramble Academy for validation by a member of staff when signing up at the gym or on your first session after signing up online.
14. 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 sign up occurred, i.e. a sign up on 22<sup>nd</sup> of May will be immediately invoiced and charged, then invoiced/charged next on 22<sup>nd</sup> June, then 22<sup>nd</sup> 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 31<sup>st</sup> in a month without that many days etc.
15. 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 22<sup>nd</sup> May will entitle the member to up to 2 sessions at Scramble Academy per week until the 22<sup>nd</sup> June, when the next invoice will be charged, for sessions until 22<sup>nd</sup> July etc. A subscription fee does not cover any time other than the month immediately after invoicing.
16. 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 15<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 15<sup>th</sup> will be proportionally cheaper than usual, to prevent you "losing" 7 days. Likewise, changing invoice date to the 29<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 29<sup>th</sup> 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.
17. Subscription fees are final, and cannot be refunded, even in the event that you do not attend the academy 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.
18. 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 letting Scramble Academy staff aware.
19. 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.
20. If payment is still not resolved 1 month after the initial invoice, in the absence of a waiver granted at the discretion of one of the Scramble Academy staff, this will count as a cancellation, and may incur charges or penalties as detailed below.
21. If payment is delayed, 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 22<sup>nd</sup> June, but the charge fails due to insufficient funds, the membership period will still be 22<sup>nd</sup> June – 22<sup>nd</sup> July no matter the date of

eventual payment. Membership is from one month after date of invoice, not payment.

22. Memberships do not include private sessions or consultations.
23. Membership is not transferable and must be used only by the registered member.
24. Scramble Academy reserves the right to cancel any membership if we view the member in question to be breaching our rules of conduct 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.
25. Scramble Academy reserves the right to refuse membership or admittance.

### **Membership Cancellation/Alteration**

26. Memberships can be cancelled or altered by either email ([info@scrambleacademyleeds.com](mailto:info@scrambleacademyleeds.com)), Facebook message, or by requesting from one of the coaches 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 2 working days. For this reason, please try and request any changes as early as possible before your next billing date.
27. For all memberships there is a 14 day “cooling off” period beginning upon initial purchase and first ever invoice. During this time any memberships may be altered or cancelled subject to the following conditions:
28. While still within the contracted months, memberships may be upgraded (e.g. from 3- to 12-month options, or from 3/week to unlimited), but not downgraded (moving to a shorter contracted period or fewer weekly sessions).
29. Student and Adult 1-month memberships can be cancelled at any time. Adult 6-month memberships can only be cancelled after 6 monthly Invoices have been paid, in full, on that particular plan. Adult 12-month memberships can only be cancelled after 12 monthly Invoices have been paid, in full, on that particular plan.
30. Attempting to cancel a membership before the contracted period is up will incur a cancellation fee equal to money saved against the price of a membership with contracted length shorter than the overall final length of the membership. For example, attempting to quit a 12 month 3/week membership after 6 months would incur a fee of £42. 12 month, 3/week membership = £60/month, 3 month, 3/week membership = £67. Difference of £7/month over 6 months = £42. In this example the difference was levied against the 3-month value of £67 and not the 1-month value of £70 because the final membership length was longer than 3 months. Attempting to quit after 2 months would therefore always be levied against the 1-month value.
31. Refusal, or inability to pay this fee will result in being limited to only 1-month options for future membership bids. After completing a probationary period of 6 months unbroken membership at this rate all membership options become available again.

### **Disclaimer**

32. Scramble Academy reserves the right to change the timetable of classes or instructors without prior notification.
33. While Scramble Academy 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.
34. 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.
35. You accept that intermediate injuries may also be encountered including sprains, strains, twists, cramps, cuts and injuries of a similar magnitude.
36. 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.
37. You accept that no matter how remote, there exists an extremely minor risk of death or crippling.
38. Scramble Academy Limited, 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.
39. Scramble Academy Limited 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.

### **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.

1. Has your doctor advised you not to do any physical exercise or training?
2. Are you pregnant or post-natal?
3. Do you suffer from asthma or breathing difficulties?
4. Are you taking any medication?
5. Do you suffer from diabetes or epilepsy?
6. Do you suffer from an allergy?
7. Has your doctor ever said you have a heart condition and should only do physical activity recommended by a doctor?

8. Do you ever feel pain in your chest when you do physical activity?
9. In the past month, have you had chest pain when you were not doing physical activity?
10. Do you lose your balance because of dizziness or do you ever lose consciousness?
11. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
12. Do you know of any other reason why you should not do physical activity?

If you answered yes to one or more questions, are older than age 40 and have been inactive or are concerned about your health, consult a physician before continuing with your Scramble Academy 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 coaching staff with relevant information. In continuing with your Scramble Academy membership, you acknowledge that you answered no to all of the above PAR-Q questions, or have medical clearance to continue.