

Terms and Conditions of the United Kempo Martial Arts Academy Champion Black Belt Academy Agreement

I \_\_\_\_\_ willfully agree to the below terms and conditions of this Month to Month agreement.

**1. Introduction to agreement:** Thank you for becoming a United Kempo Martial Arts Academy Champion Black Belt Success School member. The following is the Terms and Conditions of United Kempo Martial Arts Academy. The "Agreement", relates to your authority to United Kempo Martial Arts Academy Champion Black Belt Academy. To debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of this Agreement and DDR attached. These terms are stated below. THIS IS AN IMPORTANT DOCUMENT - PLEASE READ IT CAREFULLY with any contractual agreement, it is important that we outline the terms as simply and thoroughly as possible. Terms and conditions are to be obeyed by all members of the academy. Terms and conditions can be altered at any time by United Kempo Martial Arts Academy.

**2. Parties to Agreement:** The "United Kempo" means United Kempo Martial Arts Academy Champion Black Belt Academy named overleaf. The "Customer" means the person signing this Agreement. "United Kempo" is United Kempo Martial Arts Academy Champion Black Belt Academy HQ, Studio 5A West Hoxton Shopping Centre, West Hoxton NSW 2179, Ph: 02 9606 8484, Email: unitedkempo@hotmail.com. All queries and comments about the Services provided under this Agreement should be directed to United Kempo Martial Arts Academy Champion Black Belt Academy. All queries and comments about the direct debit billing service should be directed to United Kempo Martial Arts Academy Champion Black Belt Academy. The Customer acknowledges that United Kempo Martial Arts Academy Champion Black Belt Academy has been engaged by the FFA Pysmart to collect the fees due under this Agreement if paying by way of direct debit, and also acknowledges that all rights of the United Kempo Martial Arts Academy Champion Black Belt Academy under this Agreement are able to be enforced by FFA Pysmart if it were the United Kempo Martial Arts Academy Champion Black Belt Academy without any involvement on the part of the United Kempo Martial Arts Academy Champion Black Belt Academy or the consent of the Customer.

**3. Comfort Guarantee:** The Customer is allowed two days to change his/her mind after signing this Agreement. If for any reason within the two day cooling off period the Customer is not comfortable with the program, the Customer may cancel and receive a complete refund for any money paid for the program and any product returned unused with packaging intact. The Customer must inform the United Kempo martial arts academy champion black belt academy in writing. The written notice and all material must be received by the United Kempo Martial Arts Academy Champion Black Belt Academy, not later than close of business on the thirtieth day from the date of this Agreement.

**4. United Kempo Martial Arts Academy Champion Black Belt Academy Australia Rules:** You must ensure that you read, understand, and abide by the Rules ("Rules") which are notified to you through signage, handouts, or our website ([www.blackbeltacademy.com.au](http://www.blackbeltacademy.com.au)).

**5. Entire Agreement:** The Rules, these Terms and Conditions and the Application for Membership and Contract form the entire agreement between the parties (The Contract) and any previous representations or documents whether provided by United Kempo Martial Arts Academy Champion Black Belt Academy or its agents or employees is excluded from this agreement.

**6. Start Date:** You understand that your Membership commences on the Membership start date on page one of this Agreement unless terminated in accordance with this Agreement continues until the Membership Expiry Date shown on page one of this Agreement. However a cancellation must be completed to ensure completion of agreement.

**7. Payments:** You are signing up for a Month 2-month payment period, which is \$ \_\_\_\_\_. I am signing up the following amount of members \_\_\_\_\_. This Agreement is more expensive than a 12 month agreement and I have been offered this already. If my membership with United Kempo Martial Arts Academy Champion Black Belt Success School lasts 1 year my Total fees for the year will be \$ \_\_\_\_\_. For the purpose of budgeting, payments have been divided in 26 equal payments of \$ \_\_\_\_\_ + \$1.95 administration fee. Cash or cheque is accepted for yearly payments ONLY. (Please note all payments are non-refundable). Cash cannot be accepted for monthly payments due to tax purposes. All prices are GST inclusive. Receipts can be issued on request in both personal and business names. The Applicant will pay on demand the prescribed or stated fees for the service. Payments are to be made regardless of whether or not you use all the facilities provided to you by the United Kempo Martial Arts Academy. Cash cannot be accepted for monthly payments due to tax purposes. All prices are GST inclusive. Receipts can be issued on request in both personal and business names. The Applicant will pay on demand the prescribed or stated fees for the service. Payments are to be made regardless of whether or not you use all the facilities provided to you by the United Kempo Martial Arts Academy. Also first debit is a double debit to put payments in advance. I fully understand this is a binding agreement for 12 months. All membership fees may be recovered from your nominated credit / debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us. If a membership fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we may continue to debit the nominated credit / debit account for the total amount due without notice to you. Fortnightly Dues are payable in advance. If you fail to pay your fees by the due date, UNITED KEMPO MARTIAL ARTS ACADEMY CHAMPION BLACK BELT ACADEMY reserves the right to refuse entry to any United Kempo Martial Arts Academy Champion Black Belt Academy facilities until such outstanding payment is received. If for any reason payment of the Member's Fortnightly Dues is declined by Member's credit card/bank account a fee of \$30 per due payment may be charged by United Kempo Martial Arts Academy Champion Black Belt Academy and will be payable by Member.

**8. Termination of Agreement:** This is a month to month Agreement that requires a one month cancellation fee by completing the prescribed form. Resignations are only accepted in person, they will not be accepted over the phone, by mail or via a friend. I acknowledge that unless I provide written notice of termination of my membership prior to the end of the minimum period of my Periodic Billing Membership Contract, my membership fees will continue to be deducted until 45 days after I provide written notice after the agreed term. I am required to give one-month notice of cancellation by completing the appropriate cancellation form thereafter. Cancellations will not be accepted over the phone or by mail. I acknowledge I am required to come into United Kempo Martial Arts Academy to fill in the appropriate cancellation forms.

Agreement will continue indefinitely until the Customer provides 30 days written notice to the United Kempo Martial Arts Academy Champion Black Belt Academy to terminate the agreement. All payments falling due in the notice period must still be paid in full. The Agreement continues until the Customer has received written confirmation of its termination. Cancellations cannot be backdated. All requests to cancel this agreement must first be made to the United Kempo Martial Arts Academy Champion Black Belt Academy in person. Failure to attend class for a period of time is not a cancellation. Any breach of the agreement will agree to pay all recovery costs of any debts owing to United Kempo Martial Arts Academy Champion Black Belt Academy.

**9. Increase in Fees:** If the Agreement continues after the minimum term under clause 3, United Kempo Martial Arts Academy Champion Black Belt Academy will send 30 days written notice to the Customer's last known address to increase the program and membership fees and the Instalment if the Customer is paying by Direct Debit. If the Customer wishes to terminate this Agreement as a result of the increase in the fees and Instalment, the termination provisions (Clause 5) above will apply. If the Customer does not notify the United Kempo Martial Arts Academy Champion Black Belt Academy of his/her intention to terminate this Agreement within the 30 day period, then this Agreement will remain in force and the increase in the fees and instalment will be deemed to be accepted by the Customer. United Kempo Martial Arts Academy Champion Black Belt Academy do however have a tuition fee guarantee where "No Fee Increases" for the first 3 years of your membership. Only Fee Increases automatically applied would be consumer/sales taxes such as GST or any new taxes introduced will be applied automatically when these taxes are in effect.

**10. Your Membership may be transferred:** to another person who is not a current Member but only if we agree, your account is up to date, and the person you transfer to is eligible to become a Member; signs a new agreement to become a Member or enters into a Direct Debit Payment Agreement if these Fees are to be paid periodically by direct debit.

**11. Changes to membership:** Changes can be made to an agreement after a 30 day period has been completed unless you are upgrading a membership. No changes can be made if your account is in arrears or cancellations cannot be made if your account is not up to date with all payments.

**12. Missed Payments Reversal & Dishonour Fee:** United Kempo Martial Arts Academy is not responsible for any bank fees on your end if you cannot make a payment. It is your obligation to pay any arrears to any of our billing agencies we use. Students have seven (7) days to fix all arrears to avoid suspension in training. Your tuition fees are also part of your insurance fees if by not being up to date with payments means we you're not insured meaning you cannot participate in classes. United Kempo Martial Arts Academy does not charge late payment fees unless you cancel your Debit authority fees may be incurred of up to \$15.00 per student per fortnight you are late but only if Debit authority is cancelled or any other breach of agreement is deemed unwarranted. As a result of outstanding debt, United Kempo Martial Arts Academy Champion Black Belt Academy reserve the rights to refer overdue amounts to an external collections agency. In the event of payment defaults you will be liable to United Kempo Martial Arts Academy Champion Black Belt Academy for all outstanding monies due and will be liable to pay United Kempo Martial Arts Academy Champion Black Belt Academy debt recovery expenses and legal costs.

**13. Processing Fee:** The Processing Fee is a fee used for all set up costs of all new memberships, and those renewing membership. The processing fee is not refundable even if you chose to cancel your application for membership during your Cooling off Period. As per (clause 3).

**14. Provision of Services:** The United Kempo Martial Arts Academy Champion Black Belt Academy reserves the right to add, change or delete Services, amenities and facilities as reasonably necessary. Change of location or ownership or the name of the United Kempo Martial Arts Academy Champion Black Belt Academy does not release the Customer from his/her responsibilities under the terms and conditions of this Agreement

**15. Health Status:** The Customer warrants the truth and completeness of his/her health disclosure to the United Kempo Martial Arts Academy Champion Black Belt Academy and undertakes to update it promptly with any changes or developments. The Customer authorises the United Kempo Martial Arts Academy Champion Black Belt Academy to communicate directly with his/her physician. However, the Customer acknowledges that no staff at the United Kempo Martial Arts Academy Champion Black Belt Academy are medically trained or qualified, and that the Customer is responsible for monitoring

**16. Medical Conditions:** The Applicant warrants that he or she has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells and is not presently receiving treatment for any illness, disorder or injury that would render it unsafe for the Applicant to take part in Martial Arts.

**17. Exclusion of Applicant:** The Applicant warrants that a medical practitioner or any person or entity including a Martial Arts Club has not at any time excluded him or her from Martial Arts. His/her own medical condition and obtaining medical advice as to participation in the programs provided by the United Kempo Martial Arts Academy Champion Black Belt Academy.

**18. Disclaimer:** United Kempo Martial Arts Academy is a nationally recognised martial art academy that was established in 1997. I, the undersigned, on consideration of, and a condition of acceptance of my entry into the above academy for myself, heirs, staff and administrators, hereby waive all and any claims, fight or course of action, which I or they might otherwise have, arisen out of any loss of life or injury, damage or loss of any description what so ever which I may suffer or sustain in the course of or consequent upon entry or participation in the said group. This waiver, release and discharge shall be and operate separately in favour of all persons, corporations and bodies involved or otherwise engaged in promoting the group and the servants, agents, representatives, and officers of any of them. MARTIAL ARTS IS DANGEROUS - The Applicant hereby agrees to be bound by the terms and conditions of this contract with United Kempo Martial Arts Academy and the persons named and described in Schedule 1, hereafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities for Martial Arts, to instruct me in Martial Arts and related activities ("the service") upon and subject to the following terms and conditions:

**19. Martial Arts Done at Applicant's Own Risk:** Any person training in Martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by this Academy are only allowed to do so on the distinct understanding that they do so entirely at their own risk. I, the undersigned understand the risk of studying Martial Arts and on behalf of myself, my heirs, executors and administrators I hereby release United Kempo Martial Arts Academy & all instructors and all other students of United Kempo Martial Arts Academy from any and all liabilities of any nature (including any costs, whether or not the subject of a court order), for any type of injuries or loss sustained while training, studying, practicing or in the application of Martial Arts. I the undersigned also state that I or my child/children am/are in good physical condition and know of no reason why I cannot study and participate in Martial Arts or any activities held by United Kempo Martial Arts Academy.

**20. Liability:** To the extent permitted by law, the United Kempo Martial Arts Academy Champion Black Belt Academy hereby exclude any liability of to the Customer in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Agreement and/or the Services/products provided by United Kempo Martial Arts Academy Champion Black Belt Academy and/or any act or omissions of United Kempo Martial Arts Academy Champion Black Belt Academy.

**21. Limit of Liability:** All injuries must be reported to a staff member and logged in our injury register. All active full membership members must sign in to our computer system this system logs your attendance and is also used to prove you were at training at the time of the incident if you are not logged in we cannot guarantee you will be covered by our insurance policy. Leaving our martial arts school to train in another martial arts school or sport or gym will forego your rights to any injuries that you have made against us that have not been reported.

**22. Dress Code:** Fully enclosed, clean sports shoes must be worn in all public (non-training) areas of United Kempo Martial Arts Academy Champion Black Belt Academy and during workouts for safety reasons. Martial arts specific training areas are to be barefoot only. Members are required to wear a singlet or t-shirt at all times in United Kempo Martial Arts Academy Champion Black Belt Academy.

**23. Towels and Cleanliness:** Towels must be used when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. All equipment used (including bags and mats) must be wiped down with a spray bottle and paper towel after use.

**24. Credit/Debit Reporting Agencies:** The Customer authorises United Kempo Martial Arts Academy Champion Black Belt Academy to notify any debt collection/credit reporting agency upon default by the Customer, of any obligation under this Agreement. Should the Customer default, then at United Kempo Martial Arts Academy Champion Black Belt Academy's sole discretion, it may terminate the Agreement by writing to the Customer and providing them thirty days' notice from the date of the letter. The outstanding balance for the remainder of the minimum term and payments including any current arrears will then become due in full. In addition United Kempo Martial Arts Academy Champion Black Belt Academy will add \$50 costs to the outstanding debt for dealing with the defaulting Member. The Customer authorises United Kempo Martial Arts Academy Champion Black Belt Academy to add an amount of 25% of the outstanding balance for the remainder of the minimum term or payments including any current arrears when first referred to the agency, as a reasonable estimate of the costs incurred by United Kempo Martial Arts Academy Champion Black Belt Academy in collection of the outstanding debt.

**25. Up-Front payment:** If the Customer chooses the Up-front Payment option, there is no cancellation or refund (except within the 30-day cooling off period) for any reason including, for example, non-use, moving, change of mind or employment, too busy, health or personal problems. Renewals of the Agreement will be at the then current fee rates. Up Front Payment memberships may be suspended for a minimum period of 2 weeks, in units of a week, to a maximum of 6 weeks in total within each 12 month period. The suspended weeks will be added to the end of the term. Payment for the Up-Front payment option is made in full at the commencement of this option, directly to the United Kempo Martial Arts Academy Champion Black Belt Academy. To suspend an Up-Front Payment membership, the customer should apply at the United Kempo Martial Arts Academy Champion Black Belt Academy at least 3 days prior to suspension.

**26. Written Agreement:** The Customer warrants that no one has made any representations or promises (oral or written) to induce his/her entry into this agreement, and that no agreements or understandings with the United Kempo Martial Arts Academy Champion Black Belt Academy and/or United Kempo Martial Arts Academy Champion Black Belt Academy apply that are not set out in this Agreement.

**27. Severance:** If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Agreement.

**28. Membership "On Hold" (suspended):** Memberships may be suspended for a minimum period of 4 weeks, in units of a week, to a maximum of 8 weeks in total within each 12 month period. The Customer's instalment payments must be current and up to date. Applications to suspend this Agreement must be submitted in writing to the United Kempo Martial Arts Academy Champion Black Belt Academy prior to the student's absence (forms for this are available from the United Kempo Martial Arts Academy Champion Black Belt Academy). If for whatever reason you can't make it to United Kempo martial arts academy for a longer period you can nominate a Friend or Family Member to take over your membership till you are ready to come back to action. Nominated friend or family member must also become a member 12 month agreements cannot and will not be stopped. If no replacements can be found we can postpone memberships longer than the 8 weeks provided for a fee of \$10.00 per fortnight-per student, up to a maximum of \$40.00 is payable plus administration fees. (Excepting pregnancy no fees for postponement) this secures your price for your return to training.

**29. Right of Exclusion:** We can refuse entry to United Kempo Martial Arts Academy Champion Black Belt Academy, cancel your membership and / or terminate the Contract without warning or notice for inappropriate, threatening or harassing behaviour, damaging equipment or facilities, or use of illegal or performance enhancing drugs in United Kempo Martial Arts Academy Champion Black Belt Academy.

**30. Photo, Video, Audio Release:** The Customer agrees that United Kempo Martial Arts Academy Champion Black Belt Academy may take photographs and may take video and audio material or student's classes and schools events, and that these materials may be used for display, promotion and/or advertising, and the student hereby waives any compensation to which they may otherwise be entitled for appearing in such materials.

**31. Privacy -** A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by United Kempo Martial Arts Academy Champion Black Belt Academy and the United Kempo Martial Arts Academy Champion Black Belt Academy to provide the Customer with the Services contemplated by this Agreement and any directly related products/services from time to time. During the process of entering into the Contract with you and during the Term of the contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use, disclose or deal with such information in accordance with our Privacy Policy.

**32. Change Of Details -** You must keep us informed of any change of address, email address, contact numbers and any other information relevant to your membership. As for bank account & credit card details for payment please contact FFA Payscale or our reception area for a new DDR Form.

**33. Responsibility For Damage -** You are responsible for any damage which you or your guest may cause to the club facilities, if such damage is caused by your wilful act or negligence.

**34. Personal Injury -** You are aware that my use of the premises and its facilities and my participation in the classes and programs conducted by United Kempo Martial Arts Academy Champion Black Belt Academy may involve strenuous activity and risk (special or otherwise) associated with such use and participation. You release United Kempo Martial Arts Academy Champion Black Belt Academy and its directors, employees, contractors and agents (the 'staff') from all liability and responsibility whatsoever. This includes personal injury, property damage, or death however caused, but not limited to the negligence (whether passive or active) of United Kempo Martial Arts Academy Champion Black Belt Academy or its' staff or any other person using the premises. Please refer to the Civil Liability Act 2002 for more information. ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)).

**35. Action for risky or inappropriate conduct -** If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled (with a Cancellation Fee potentially applying), you may be banned from joining any Club and/or we may refer the matter to appropriate authorities.

**36. Contractors -** Some contractors and franchisees provide some of their services, such as personal training and massage. Fees for services are paid directly to these contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. Any claim which you might have as a result of an act or failure to act by such a contractor or franchisee (whether or not payment has been made to the contractor or franchisee) will be brought against, and will be the responsibility of, that contractor or franchisee and not us. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor or franchisee in the club. We will at all times assist, where possible, to resolve any conflict or issues with contractors and will ensure that relevant qualifications and insurances are kept up to date for all Personal Trainers. We are not responsible for these third party provided services including fees or any associated costs claims or refunds.

**37. Refunds -** Except as provided in this Contract all monies are non-refundable.

**38. Risk Management -** To mitigate risk and ensure that you are correctly operate or use any of our facilities, services, products or equipment, including the adjustment of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use. Certain areas of the club carry increased risk to your health. You ensure that you are able to enter these areas without risk, before doing so.

**39. Intellectual Property -** These Terms and Conditions do not give you any intellectual property rights in United Kempo Martial Arts Academy Champion Black Belt Academy, or in our facilities, services or products.

**40. Commercial activity -** You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

**41. Governing Law -** These Terms and Conditions are governed by, and you agree to submit to the laws applicable in the state or territory of Australia in which the Contract was formed.

**42. Variation -** We may, subject to your rights in clause 5, alter these Terms and Conditions or the Rules at any time upon thirty days written notice. All use of United Kempo Martial Arts Academy Champion Black Belt Academy and its' facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use United Kempo Martial Arts Academy Champion Black Belt Academy and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

**43. Changes To Your Agreement -** We may sometimes make changes to this Agreement, including our Club Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it. We will make reasonable efforts to tell you of any change in advance and tell you when it will take effect. Subject to other Terms, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.

**44. Other implied terms -** Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to other terms, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

**45. Complaints And Feedback -** If you have any concerns about the Facilities and Services or anything else in relation to your Membership, you should first raise it with Club staff. If you are uncomfortable about approaching, or do not wish to approach, Academy staff, or are not happy with the response given, you may send a complaint by e mail to [Unitedkempo@hotmail.com](mailto:Unitedkempo@hotmail.com)

**46. By signing to a Month to Month agreement -** Any payments shall be made whether or not you use the facilities at United Kempo Martial Arts Academy. United Kempo Martial Arts Academy will guarantee to provide you instruction during your agreement period. After this agreement ends payments will be UFN (Until Further Notice) it is YOUR SOLE responsibility to cancel the agreement in person only Not a friend or by phone or SMS.

I accept and understand the practice of Martial Arts involves the risk of serious injury.

I understand all fees are non-refundable.

United Kempo Martial Arts Academy recommends you seek medical advice before beginning this training or any other exercise program.

I understand that my tuition is arranged to be made in fortnightly instalments and is not affected by my lesson schedule and/or attendance.

• Hours of Operation - Operation schedules may vary and are subject to change from time to time. This information and class schedules are displayed at the reception desk.

• Lost / Stolen - Management will not accept responsibility for any equipment that is lost or stolen on the premises.

• Mobile Phones - For the comfort of all patrons you are required to please refrain from using mobile phones whilst in the school.

• Conduct within the school - Management reserves the right to refuse entry, cancel a membership or request a member or casual exercise patron to leave the premises if the members does not behave in a responsible manner, is under the influence of drugs / alcohol or does not adhere to the conditions of use.

In the event of an emergency, I hereby authorize any licensed medical personnel to perform any accepted medical procedures deemed necessary and agree to bear the expenses of any such treatment.

**47. Unavailability of Facility or Service -** I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to a prior booking, mechanical breakdown, fire, act of God, condemnation, and loss of lease, catastrophe, terrorist act or any other reason.

**48. Your Obligations -** You acknowledge that the National Credit Code does not apply to these Terms and Conditions ([www.comlaw.gov.au](http://www.comlaw.gov.au)) if at any time;

a.) You believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;

b.) You are unable to pay your membership fees, including any instalment of membership fees, as they fall due for payment;

c.) A cheque is received from you is dishonoured

d.) You are or become bankrupts; or

e.) Your membership fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under Contracts, you agree that:

f.) You will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;

g.) We have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;

h.) We may terminate the contract with immediate effect by providing you with written notice;

i.) We may request payment in advance for the remainder of the term of your membership; and We have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists

**49. I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE AND WOULD LIKE MYSELF AND/OR MY CHLD/REN TO BEGIN LESSONS.**

**50. Honesty of Signed Form -** I have signed this form as the full truth and nothing but the truth, or at least to the best of my knowledge. I hereby apply for membership to United Kempo Martial Arts Academy and agree to abide by the terms and conditions of the Academy.

I, the customer have read the form and have received a copy of the agreement

Student or parent of student who is not over the age of 18 years old

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Representative of United Kempo Martial Arts Academy Black Belt Success School

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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**2. Parties to Agreement** - The "United Kempo" means United Kempo Martial Arts Academy Champion Black Belt Academy named overleaf. The "Customer" means the person signing this Agreement. "United Kempo" is United Kempo Martial Arts Academy Champion Black Belt Academy HQ, Studio 5A West Hoxton Shopping Centre, West Hoxton NSW 2179, Ph: 02 9606 8484, Email: unitedkempo@hotmail.com. All queries and comments about the Services provided under this Agreement should be directed to United Kempo Martial Arts Academy Champion Black Belt Academy. All queries and comments about the direct debit billing service should be directed to United Kempo Martial Arts Academy Champion Black Belt Academy. The Customer acknowledges that United Kempo Martial Arts Academy Champion Black Belt Academy has been engaged by the FFA Payscale to collect the fees due under this Agreement if paying by way of direct debit, and also acknowledges that all rights of the United Kempo Martial Arts Academy Champion Black Belt Academy under this Agreement are able to be enforced by FFA Payscale if it were the United Kempo Martial Arts Academy Champion Black Belt Academy without any involvement on the part of the United Kempo Martial Arts Academy Champion Black Belt Academy or the consent of the Customer.

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**5. Entire Agreement** - The Rules, these Terms and Conditions and the Application for Membership and Contract form the entire agreement between the parties (The Contract) and any previous representations or documents whether provided by United Kempo Martial Arts Academy Champion Black Belt Academy or its agents or employees is excluded from this agreement.

**6. Start Date** - You understand that your Membership commences on the Membership start date on page one of this Agreement unless terminated in accordance with this Agreement continues until the Membership Expiry Date shown on page one of this Agreement. However a cancellation must be completed to ensure completion of agreement.

**7. Payments** - You are signing up for a Month 2-month payment period, which is \$ \_\_\_\_\_. I am signing up the following amount of members \_\_\_\_\_. This Agreement is more expensive than a 12 month agreement and I have been offered this already. If my membership with United Kempo Martial Arts Academy Black Belt Success School lasts 1 year my Total fees for the year will be \$ \_\_\_\_\_. For the purpose of budgeting, payments have been divided in 26 equal payments of \$ \_\_\_\_\_ + \$1.95 administration fee. Cash or cheque is accepted for yearly payments ONLY. (Please note all payments are non-refundable). Cash cannot be accepted for monthly payments due to tax purposes. All prices are GST inclusive. Receipts can be issued on request in both personal and business names. The Applicant will pay on demand the prescribed or stated fees for the service. Payments are to be made regardless of whether or not you use all the facilities provided to you by the United Kempo Martial Arts Academy. Cash cannot be accepted for monthly payments due to tax purposes. All prices are GST inclusive. Receipts can be issued on request in both personal and business names. The Applicant will pay on demand the prescribed or stated fees for the service. Payments are to be made regardless of whether or not you use all the facilities provided to you by the United Kempo Martial Arts Academy. Also first debit is a double debit to put payments in advance. I fully understand this is a binding agreement for 12 months. All membership fees may be recovered from your nominated credit / debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us. If a membership fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we may continue to debit the nominated credit / debit account for the total amount due without notice to you. Fortnightly Dues are payable in advance. If you fail to pay your Fees by the due date, UNITED KEMPO MARTIAL ARTS ACADEMY CHAMPION BLACK BELT ACADEMY reserves the right to refuse entry to any United Kempo Martial Arts Academy Champion Black Belt Academy facilities until such outstanding payment is received. If for any reason payment of the Member's Fortnightly Dues is declined by Member's credit card/bank account a fee of \$30 per due payment may be charged by United Kempo Martial Arts Academy Champion Black Belt Academy and will be payable by Member.

**8. Termination of Agreement** - This is a month to month Agreement that requires a one month cancellation fee by completing the prescribed form. Resignations are only accepted in person, they will not be accepted over the phone, by mail or via a friend. I acknowledge that unless I provide written notice of termination of my membership prior to the end of the minimum period of my Periodic Billing Membership Contract, my membership fees will continue to be deducted until 45 days after I provide written notice after the agreed term. I am required to give one-month notice of cancellation by completing the appropriate cancellation form thereafter. Cancellations will not be accepted over the phone or by mail. I acknowledge I am required to come into United Kempo Martial Arts Academy to fill in the appropriate cancellation forms.

Agreement will continue indefinitely until the Customer provides 30 days written notice to the United Kempo Martial Arts Academy Champion Black Belt Academy to terminate the agreement. All payments falling due in the notice period must still be paid in full. The Agreement continues until the Customer has received written confirmation of its termination. Cancellations cannot be backdated. All requests to cancel this agreement must first be made to the United Kempo Martial Arts Academy Champion Black Belt Academy in person. Failure to attend class for a period of time is not a cancellation. Any breach of the agreement will agree to pay all recovery costs of any debts owing to United Kempo Martial Arts Academy Champion Black Belt Academy.

**9. Increase in Fees** - If the Agreement continues after the minimum term under clause 3, United Kempo Martial Arts Academy Champion Black Belt Academy will send 30 days written notice to the Customer's last known address to increase the program and membership fees and the Instalment if the Customer is paying by Direct Debit. If the Customer wishes to terminate this Agreement as a result of the increase in the fees and Instalment, the termination provisions (Clause 5) above will apply. If the Customer does not notify the United Kempo Martial Arts Academy Champion Black Belt Academy of his/her intention to terminate this Agreement within the 30 day period, then this Agreement will remain in force and the increase in the fees and instalment will be deemed to be accepted by the Customer. United Kempo Martial Arts Academy Champion Black Belt Academy do however have a tuition fee guarantee where "No Fee Increases" for the first 3 years of your membership. Only Fee Increases automatically applied would be consumer/sales taxes such as GST or any new taxes introduced will be applied automatically when these taxes are in effect.

**10. Your Membership may be transferred** - to another person who is not a current Member but only if we agree, your account is up to date, and the person you transfer to is eligible to become a Member; signs a new agreement to become a Member or enters into a Direct Debit Payment Agreement if these Fees are to be paid periodically by direct debit.

**11. Changes to membership** - Changes can be made to an agreement after a 30 day period has been completed unless you are upgrading a membership. No changes can be made if your account is in arrears or cancellations cannot be made if your account is not up to date with all payments.

**12. Missed Payments Reversal & Dishonour Fee** - United Kempo Martial Arts Academy is not responsible for any bank fees on your end if you cannot make a payment. It is your obligation to pay any arrears to any of our billing agencies we use. Students have seven (7) days to fix all arrears to avoid suspension in training. Your tuition fees are also part of your insurance fees if by not being up to date with payments means we you're not insured meaning you cannot participate in classes. United Kempo Martial Arts Academy will not charge late payment fees unless you cancel your Debit authority fees may be incurred up to \$15.00 per student per fortnight you are late but only if Debit authority is cancelled or any other breach of agreement is deemed unwarranted. As a result of outstanding debt, United Kempo Martial Arts Academy Champion Black Belt Academy reserve the rights to refer overdue amounts to an external collections agency. In the event of payment defaults you will be liable to United Kempo Martial Arts Academy Champion Black Belt Academy for all outstanding monies due and will be liable to pay United Kempo Martial Arts Academy Champion Black Belt Academy debt recovery expenses and legal costs.

**13. Processing Fee** - The Processing Fee is a fee used for all set up costs of all new memberships, and those renewing membership. The processing fee is not refundable even if you chose to cancel your application for membership during your Cooling off Period. As per (clause 3).

**14. Provision of Services** - The United Kempo Martial Arts Academy Champion Black Belt Academy reserves the right to add, change or delete Services, amenities and facilities as reasonably necessary. Change of location or ownership or the name of the United Kempo Martial Arts Academy Champion Black Belt Academy does not release the Customer from his/her responsibilities under the terms and conditions of this Agreement

**15. Health Status** - The Customer warrants the truth and completeness of his/her health disclosure to the United Kempo Martial Arts Academy Champion Black Belt Academy and undertakes to update it promptly with any changes or developments. The Customer authorises the United Kempo Martial Arts Academy Champion Black Belt Academy to communicate directly with his/her physician. However, the Customer acknowledges that no staff at the United Kempo Martial Arts Academy Champion Black Belt Academy are medically trained or qualified, and that the Customer is responsible for monitoring

**16. Medical Conditions** - The Applicant warrants that he or she has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells and is not presently receiving treatment for any illness, disorder or injury that would render it unsafe for the Applicant to take part in Martial Arts.

**17. Exclusion of Applicant** - The Applicant warrants that a medical practitioner or any person or entity including a Martial Arts Club has not at any time excluded him or her from Martial Arts. His/her own medical condition and obtaining medical advice as to participation in the programs provided by the United Kempo Martial Arts Academy Champion Black Belt Academy.

**18. Disclaimer** - United Kempo Martial Arts Academy is a nationally recognised martial art academy that was established in 1997. I, the undersigned, on consideration of, and a condition of acceptance of my entry into the above academy for myself, heirs, staff and administrators, hereby waive all and any claims, fight or course of action, which I or they might otherwise have, arisen out of any loss of life or injury, damage or loss of any description whatsoever which I may suffer or sustain in the course of or consequent upon entry or participation in the said group. This waiver, release and discharge shall be and operate separately in favour of all persons, corporations and bodies involved or otherwise engaged in promoting the group and the servants, agents, representatives, and officers of any of them. MARTIAL ARTS IS DANGEROUS - The Applicant hereby agrees to be bound by the terms and conditions of this contract with United Kempo Martial Arts Academy and the persons named and described in Schedule 1, hereafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities for Martial Arts, to instruct me in Martial Arts and related activities ("the service") upon and subject to the following terms and conditions:

**19. Martial Arts Done at Applicant's Own Risk** - Any person training in Martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by this Academy are only allowed to do so on the distinct understanding that they do so entirely at their own risk. I, the undersigned understand the risk of studying Martial Arts and on behalf of myself, my heirs, executors and administrators I hereby release United Kempo Martial Arts Academy & all instructors and all other students of United Kempo Martial Arts Academy from any and all liabilities of any nature (including any costs, whether or not the subject of a court order), for any type of injuries or loss sustained while training, studying, practicing or in the application of Martial Arts. I the undersigned also state that I or my child/children am/are in good physical condition and know of no reason why I cannot study and participate in Martial Arts or any activities held by United Kempo Martial Arts Academy.

**20. Liability** - To the extent permitted by law, the United Kempo Martial Arts Academy Champion Black Belt Academy hereby exclude any liability of to the Customer in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Agreement and/or the Services/products provided by United Kempo Martial Arts Academy Champion Black Belt Academy and/or any act or omissions of United Kempo Martial Arts Academy Champion Black Belt Academy.

**21. Limit of Liability** - All injuries must be reported to a staff member and logged in our injury register. All active full membership members must sign in to our computer system this system logs your attendance and is also used to prove you were at training at the time of the incident if you are not logged in we cannot guarantee you will be covered by our insurance policy. Leaving our martial arts school to train in another martial arts school or sport or gym will forego your rights to any injuries that you have made against us that have not been reported.

**22. Dress Code** - Fully enclosed, clean sports shoes must be worn in all public (non-training) areas of United Kempo Martial Arts Academy Champion Black Belt Academy and during workouts for safety reasons. Martial arts specific training areas are to be barefoot only. Members are required to wear a singlet or t-shirt at all times in United Kempo Martial Arts Academy Champion Black Belt Academy.

**23. Towels and Cleanliness** - Towels must be used when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. All equipment used (including bags and mats) must be wiped down with a spray bottle and paper towel after use.

**24. Credit/Debit Reporting Agencies** - The Customer authorises United Kempo Martial Arts Academy Champion Black Belt Academy to notify any debt collection/credit reporting agency upon default by the Customer, of any obligation under this Agreement. Should the Customer default, then at United Kempo Martial Arts Academy Champion Black Belt Academy's sole discretion, it may terminate the Agreement by writing to the Customer and providing them thirty days' notice from the date of the letter. The outstanding balance for the remainder of the minimum term and payments including any current arrears will then become due in full. In addition United Kempo Martial Arts Academy Champion Black Belt Academy will add \$50 costs to the outstanding debt for dealing with the defaulting Member. The Customer authorises United Kempo Martial Arts Academy Champion Black Belt Academy to add an amount of 25% of the outstanding balance for the remainder of the minimum term or payments including any current arrears when first referred to the agency, as a reasonable estimate of the costs incurred by United Kempo Martial Arts Academy Champion Black Belt Academy in collection of the outstanding debt.

**25. Up-Front payment** - If the Customer chooses the Up-front Payment option, there is no cancellation or refund (except within the 30-day cooling off period) for any reason including, for example, non-use, moving, change of mind or employment, too busy, health or personal problems. Renewals of the Agreement will be at the then current fee rates. Up Front Payment memberships may be suspended for a minimum period of 2 weeks, in units of a week, to a maximum of 6 weeks in total within each 12 month period. The suspended weeks will be added to the end of the term. Payment for the Up-Front payment option is made in full at the commencement of this option, directly to the United Kempo Martial Arts Academy Champion Black Belt Academy. To suspend an Up-Front Payment membership, the customer should apply at the United Kempo Martial Arts Academy Champion Black Belt Academy at least 3 days prior to suspension.

**26. Written Agreement** - The Customer warrants that no one has made any representations or promises (oral or written) to induce his/her entry into this agreement, and that no agreements or understandings with the United Kempo Martial Arts Academy Champion Black Belt Academy and/or United Kempo Martial Arts Academy Champion Black Belt Academy apply that are not set out in this Agreement.

**27. Severance** - If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from this Agreement.

**28. Membership "On Hold" (suspended)** - Memberships may be suspended for a minimum period of 4 weeks, in units of a week, to a maximum of 8 weeks in total within each 12 month period. The Customer's instalment payments must be current and up to date. Applications to suspend this Agreement must be submitted in writing to the United Kempo Martial Arts Academy Champion Black Belt Academy prior to the student's absence (forms for this are available from the United Kempo Martial Arts Academy Champion Black Belt Academy). If for whatever reason you can't make it to United Kempo martial arts academy for a longer period you can nominate a Friend or Family Member to take over your membership till you are ready to come back to action. Nominated friend or family member must also become a member 12 month agreements cannot and will not be stopped. If no replacements can be found we can postpone memberships longer than the 8 weeks provided for a fee of \$10.00 per fortnight per student, up to a maximum of \$40.00 is payable plus administration fees. (Excepting pregnancy no fees for postponement) this secures your price for your return to training.

**29. Right of Exclusion** - We can refuse entry to United Kempo Martial Arts Academy Champion Black Belt Academy, cancel your membership and / or terminate the Contract without warning or notice for inappropriate, threatening or harassing behaviour, damaging equipment or facilities, or use of illegal or performance enhancing drugs in United Kempo Martial Arts Academy Champion Black Belt Academy.

**30. Photo, Video, Audio Release** - The Customer agrees that United Kempo Martial Arts Academy Champion Black Belt Academy may take photographs and may take video and audio material of student's classes and schools events, and that these materials may be used for display, promotion and/or advertising, and the student hereby waives any compensation to which they may otherwise be entitled for appearing in such materials.

**31. Privacy** - A Customer's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by United Kempo Martial Arts Academy Champion Black Belt Academy and the United Kempo Martial Arts Academy Champion Black Belt Academy to provide the Customer with the Services contemplated by this Agreement and any directly related products/services from time to time. During the process of entering into the Contract with you and during the Term of the contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use, disclose or deal with such information in accordance with our Privacy Policy.

**32. Change Of Details** - You must keep us informed of any change of address, email address, contact numbers and any other information relevant to your membership. As for bank account & credit card details for payment please contact FFA Payscale or our reception area for a new DDR Form.

**33. Responsibility For Damage** - You are responsible for any damage which you or your guest may cause to the club facilities, if such damage is caused by your wilful act or negligence.

**34. Personal Injury** - You are aware that my use of the premises and its facilities and my participation in the classes and programs conducted by United Kempo Martial Arts Academy Champion Black Belt Academy may involve strenuous activity and risk (special or otherwise) associated with such use and participation. You release United Kempo Martial Arts Academy Champion Black Belt Academy and its directors, employees, contractors and agents (the 'staff') from all liability and responsibility whatsoever. This includes personal injury, property damage, or death however caused, but not limited to the negligence (whether passive or active) of United Kempo Martial Arts Academy Champion Black Belt Academy or its' staff or any other person using the premises. Please refer to the Civil Liability Act 2002 for more information. ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)).

**35. Action for risky or inappropriate conduct** - If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled (with a Cancellation Fee potentially applying), you may be banned from joining any Club and/or we may refer the matter to appropriate authorities.

**36. Contractors** - Some contractors and franchisees provide some of their services, such as personal training and massage. Fees for services are paid directly to these contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. Any claim which you might have as a result of an act or failure to act by such a contractor or franchisee (whether or not payment has been made to the contractor or franchisee) will be brought against, and will be the responsibility of, that contractor or franchisee and not us. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor or franchisee in the club. We will at all times assist, where possible, to resolve any conflict or issues with contractors and will ensure that relevant qualifications and insurances are kept up to date for all Personal Trainers. We are not responsible for these third party provided services including fees or any associated costs claims or refunds.

**37. Refunds** - Except as provided in this Contract all monies are non-refundable.

**38. Risk Management** - To mitigate risk and ensure that you are correctly operate or use any of our facilities, services, products or equipment, including the adjustment of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use. Certain areas of the club carry increased risk to your health. You ensure that you are able to enter these areas without risk, before doing so.

**39. Intellectual Property** - These Terms and Conditions do not give you any intellectual property rights in United Kempo Martial Arts Academy Champion Black Belt Academy, or in our facilities, services or products.

**40. Commercial activity** - You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

**41. Governing Law** - These Terms and Conditions are governed by, and you agree to submit to the laws applicable in the state or territory of Australia in which the Contract was formed.

**42. Variation** - We may, subject to your rights in clause 5, alter these Terms and Conditions or the Rules at any time upon thirty days written notice. All use of United Kempo Martial Arts Academy Champion Black Belt Academy and its' facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use United Kempo Martial Arts Academy Champion Black Belt Academy and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will deemed to have agreed to the altered Terms and Conditions or Rules.

**43. Changes To Your Agreement** - We may sometimes make changes to this Agreement, including our Club Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it. We will make reasonable efforts to tell you of any change in advance and tell you when it will take effect. Subject to other Terms, the effective date will generally be at least 30 days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.

**44. Other implied terms** - Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to other terms, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

**45. Complaints And Feedback** - If you have any concerns about the Facilities and Services or anything else in relation to your Membership, you should first raise it with Club staff. If you are uncomfortable about approaching, or do not wish to approach, Academy staff, or are not happy with the response given, you may send a complaint by e mail to [Unitedkempo@hotmail.com](mailto:Unitedkempo@hotmail.com)

**46. By signing to a Month to Month agreement** - Any payments shall be made whether or not you use the facilities at United Kempo Martial Arts Academy. United Kempo Martial Arts Academy will guarantee to provide you instruction during your agreement period. After this agreement ends payments will be UFN (Until Further Notice) it is YOUR SOLE responsibility to cancel the agreement in person only Not a friend or by phone or SMS.

I accept and understand the practice of Martial Arts involves the risk of serious injury.

I understand all fees are non-refundable.

United Kempo Martial Arts Academy recommends you seek medical advice before beginning this training or any other exercise program.

I understand that my tuition is arranged to be made in fortnightly instalments and is not affected by my lesson schedule and/or attendance.

- Hours of Operation - Operation schedules may vary and are subject to change from time to time. This information and class schedules are displayed at the reception desk.

- Lost / Stolen - Management will not accept responsibility for any equipment that is lost or stolen on the premises.

- Mobile Phones - For the comfort of all patrons you are required to please refrain from using mobile phones whilst in the school.

- Conduct within the school - Management reserves the right to refuse entry, cancel a membership or request a member or casual exercise patron to leave the premises if the members does not behave in a responsible manner, is under the influence of drugs / alcohol or does not adhere to the conditions of use.

In the event of an emergency, I hereby authorize any licensed medical personnel to perform any accepted medical procedures deemed necessary and agree to bear the expenses of any such treatment.

**47. Unavailability of Facility or Service** - I agree to accept the fact that a particular facility or service in the premises may be unavailable at any particular time due to a prior booking, mechanical breakdown, fire, act of God, condemnation, and loss of lease, catastrophe, terrorist act or any other reason.

**48. Your Obligations** - You acknowledge that the National Credit Code does not apply to these Terms and Conditions ([www.comlaw.gov.au](http://www.comlaw.gov.au)) if at any time;

a.) You believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;

b.) You are unable to pay your membership fees, including any instalment of membership fees, as they fall due for payment;

c.) A cheque is received from you is dishonoured

d.) You are or become bankrupts; or

e.) Your membership fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under Contracts, you agree that:

f.) You will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;

g.) We have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;

h.) We may terminate the contract with immediate effect by providing you with written notice;

i.) We may request payment in advance for the remainder of the term of your membership; and We have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists

**49. I HAVE READ, UNDERSTOOD AND AGREED TO THE ABOVE AND WOULD LIKE MYSELF AND/OR MY CHILD/REN TO BEGIN LESSONS.**

**50. Honesty of Signed Form** - I have signed this form as the full truth and nothing but the truth, or at least to the best of my knowledge. I hereby apply for membership to United Kempo Martial Arts Academy and agree to abide by the terms and conditions of the Academy.

I, the customer have read the form and have received a copy of the agreement

Student or parent of student who is not over the age of 18 years old

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Representative of United Kempo Martial Arts Academy Black Belt Success School

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_