

## TERMS OF CONTRACT

1. This contract will be automatically renewed under the same terms and conditions, save and except the fees which will be adjusted to reflect the applicable rate.

2. Student understands that under the terms of this agreement, TEMA is obligated to furnish me with instructions and suitable facilities for teaching lessons.

3. All class sessions are supervised by qualified personnel trained in the procedures and tradition so the martial arts. Official belt recognition and certifications will be issued to me upon the completion of the examination.

4. The regular hourly tuition is 195.00/hour but that a substantial discount has been provided to me by virtue of enrolling in the regular program.

5. Student hereby represents that he/she is physically fit and/or has consulted a physician to take this prescribed course of instruction

and that he/she has had an opportunity to observe and/or participate in the above-described martial art/kickboxing prior to the signing of this agreement. You may choose to voluntarily opt out of observation or participation in a session as above.

6. Student recognizes that regular class attendance is important for student progress and understands that its is the student's

responsibility to attend such classes. It is further understood that the student/parent/guardian is still obligated to make payment.

whether or not the student attends class. Student further understands that failure to complete the lessons does not relive me of my obligation to pay the tuition in full.

7. Student understands further those strict observations of the rules and regulation relative to training include the use of protective equipment required by TEMA. This equipment is to eliminate the possibility of accident and injury. However, TEMA does not warrant the protective equipment being used.

8. Student understands that during the course of instruction, all employees of TEMA and/or other students or authorized persons will be engaged in a course of conduct that involves physical contact and he/she/parent/guardian gives full consent to such contact as required by the training.

9. Student understands and agrees that TEMA will not be held liable for any injuries, damages, etc. not caused by or resulting from negligence of the owners, operators or persons in charge or such establishment or their agents, servants or employees.

10. Student/parent/guardian acknowledges receiving a copy of this agreement. Being a member of the school, I will faithfully comply with all of the rules and regulations of the school and the traditions of the martial arts. Failure to take lessons in the allocated time without written request of approval invalidates the lessons beyond the expiration date. Student further understands that failure to complete the lessons beyond the expiration date does not relive me of my obligations to pay tuition in full. Lessons are not conducted on National Holidays, Sundays, School Christmas Break and may be closed for several weekends for out of school tournaments and events.

11. You agree to follow any reasonable direction of TEMA staff relations to health, safety or security matters or related matters.

12. Abusive language, threatening or violent behaviour, abuse of equipment, use of alcoholic or illegal substances, smoking of any kind including E-cig's at the club may result in suspension or termination of your membership with the full membership fee for the remainder of the contract declare due and payable.

13. You acknowledge receiving a copy of this contract.

14. You are required to pay necessary charges for Belt Testing's in order to advance to higher belt levels. As there is a charge for all

Black Belt Testings.

15. You have the right to cancel within ten working business days, after the receipt of the copy of this contract. Cancellation must be in writing and delivered either in person or by certified, or registered mail.

16. If you become disable for at least six months during the membership term and that disability is confirmed in writing by a physician, you have a right to and extension of this contract.

17. If the school is closed for a month or more, you are entitled to your choice of either extension of the contract or prorated refund, except if the closing is not in the control of the facility, in which case the choice of remedy is decision of TEMA.

18. The notice of consumers rights is an integral part of the application and contract for membership.

19. We acknowledge to permit TEMA to take photos and videos for social media purpose.

20. I will notify TEMA of any changes in my contact information within 7 business days. E.g. Mailing address, phone number, email,

emergency contact, health card information.

21. TEMA is unable to accept responsibility for lost and stolen items on TEMA property.

22. I understand that I may voluntarily cancel my agreement or put a hold on my membership at anytime in side of the contract only by contacting TEMA and signing a cancellation/stop payment form provided by TEMA.

23. You may terminate your membership by giving TEMA at lest one calendar months notice ONLY by signing TEMA's cancellation form.

Cancelling your direct debit instructions for payment of fees is not sufficient and does not constitute service of written notice to

TEMA property.

24. Consent to use your images: You understand that photos, films, videos or audio recording are sometimes taken of members for

promotional purposes. By signing this agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us Team Elite Martial Arts Limited (TEMA) and you assign your rights in any of these materials to TEMA

25. I hereby acknowledge that leaving a voicemail, email, text message, Facebook, Instagram or my mail is not legally binding or

considered notice for amending this contract with TEMA.

26. For the purposes of this contract Team Elite Martial Arts Limited is referred to as TEMA.