



TERMS AND CONDITIONS

The purpose of these Terms & Conditions is to ensure that KB Fitness offers all KB Members an enjoyable KB experience, without any confusion or discrepancy. Please do take the time to read all the clauses.

1. CODE OF CONDUCT

- 1.1 Each Member (“the Member”) of KB FITNESS (KB Kickboxing) must abide by the KB Fitness Code of Conduct at all times, found on the KB Fitness Website (“the Code of Conduct”).
- 1.2 Failure by the Member to abide by the Code of Conduct may, at the sole discretion of Kelly Bunyan, result in the immediate termination of his/her Membership, in accordance with Clause 3.1.

2. MEMBERSHIP

JOINING

- 2.1 For physical classes, the Member must be aged 18 years or over. Online, any age is welcome, provided anyone under the age of 18 is supervised by a parent or guardian.
- 2.2 In the case of distance online purchases, the initial fees paid are not refundable outside of the statutory 14 day ‘cooling-off period’ or if a class is attended.
- 2.3 In the case of on-site purchases, the initial fees paid are not refundable once a class is attended, including but not limited to, the initial free trial class.
- 2.4 The “KB Membership” starts from the first calendar week of the first (1st) Beginner Class that the Member has an allocated space within, irrespective of attendance.
- 2.1 Members joining on 19th October 2022 onwards will pay for their monthly fees (£98.75) via Direct Debit or one-off card payment taken on the day of sign up. Those who join with a one-off card payment will be required to set up a standing order for the subsequent monthly payments, before their first class.
- 2.2 KB Fitness has the absolute right to refuse an application for KB Membership.

MEMBERSHIP SCHEMES

KB PLUS

- 2.3 “KB Plus” Scheme. The Member is entitled to one class every calendar week plus one extra class per calendar month. £58.75 (inc. VAT) payable on the first (1st) of every month. The class must be in the same discipline. Members joining after April 2021 are not entitled to this membership.
- 2.4 The Member may change from the KB Plus to the Unlimited Scheme at any time. An adjustment fee would need to be paid to cover the remainder of the current calendar month, plus the Standing Order amount would need to be amended from £58.75 to £98.75 (inc. VAT).
- 2.5 The Member cannot downgrade to KB Plus.

KB UNLIMITED

- 2.6 “KB Unlimited” Scheme. The Member is permitted to attend Kickboxing classes in the KB Dojo (Tuesday Kickboxing classes, as well as Tuesday Kung Fu classes, are for Grading Members only), provided space is available. Plus, KB Unlimited entitles the Member to 24/7 access to live and archived classes online. The monthly fee for Members who joined prior to May 2021 is £89 (inc. VAT); for Members who joined after April 2021 the monthly fee is 98.75 (inc. VAT), payable on the first (1st) of every month. For Members who joined on or after 19th October 2022, the monthly fee is £98.75 payable every month on the same day of sign up. For example, if the Member signed up on 20th October, the monthly fee will be payable on the 20th day of every month. Extra classes, including but not limited to Sparring, Technical Clinics and Core classes are not included in the scheme. Self Defence classes on the regular KB weekly schedule are included in the £98.75 Unlimited membership.
- 2.7 The class fees may be changed at any time. Notice will be provided to the Member either by a posting on the Website or in the Newsletter.

PAYMENT FAILURE

- 2.8 If the Member fails to pay the initial fees set out in clauses 2.2, or any amounts owing for KB Kit, Annual Membership/Licence Fees, Grading Fees or charges for extra classes (collectively the “KB Payments”) before or on the due date, we may:
- prevent him/her from attending classes until such time as the KB Payments have been duly paid.
 - terminate his/her Membership in accordance with Clause 3.1 if the failure to pay continues for more than 21 days.
 - levy an administration charge.
 - take further action to recover sums outstanding including but not limited to (1) a county court claim (2) a referral to a debt recovery agency. The defaulting member is liable for all costs of recovery.

3. TERMINATION OF MEMBERSHIP

- 3.1 We may terminate the Member’s Membership immediately, without compensation and without prior written notice to the Member in the event that:
- 3.1.1 The Member fails to abide by the Code of Conduct, in accordance with Clause 1 or these terms and conditions; or
 - 3.1.2 The Member has not paid the KB Payments within twenty-one (21) days of the Due Date.
- 3.2 For Members who have joined prior to 19th October 2022, if continuing membership after the initial 6 week “Method” Scheme, all Members must provide one month’s written notice to terminate membership. One more standing order is payable, upon receipt of the written notification of termination. The standing order payment is payable even if the Member leaves or does not attend class for any reason before the end of the period, including without limitation sickness, injury or pregnancy. Members who have joined on or after 19th October 2022 agree to give one month’s written notice to terminate membership from their second month of membership. One more direct debit or standing order, as applicable, is payable, upon receipt of the written notification of termination. The direct debit payment, or standing order, as applicable, is payable even if the Member leaves or does not attend class for any reason before the end of the period, including without limitation sickness, injury or pregnancy.
- 3.3 For Members who have joined prior to 19th October 2022, KB Fitness must receive the Member’s notice by the first day (1st) of the month for the notice to come into force in the same month. If notice is received after the first (1st) of the month, it will not come into force

until the last day of the complete second (2nd) calendar month after notice was given. For example, if notice is given on or before 1st September, the Membership will expire on 30th September. In this instance, the first (1st) September standing order will still be payable. If notice is given on any date between 2nd to 30th September, the Membership will expire on 31st October. In this instance, the first (1st) October standing order will still be payable. For Members who have joined on or after 19th October 2022, KB Fitness must receive the Member's notice by the membership payment date for the notice to come into force in the next 30 days. If notice is received after the membership payment date, it will not come into force until the following month's payment date after notice was given. For example, if a Member's membership is due to be paid on the 14th of every month and notice is given on or before 14th September, the Membership will expire on the 13th October. In this instance, the 14th September direct debit or standing order will still be payable. If notice is given on any date between 15th September to 14th October, the Membership will expire on 13th November. In this instance, the 14th October direct debit or standing order will still be payable.

- 3.4 Written notification is defined by an electronic mail.
- 3.5 KB Fitness will respond to the written notification with a Termination Reference Number and confirmation of the date of receipt of the termination notice. The onus is on the member to ensure that a Termination Reference Number is issued, without it the Membership is still active. Cancelling the Standing Order will not suffice.
- 3.6 Termination by a member does not absolve him or her of any liabilities that have accrued to KB Fitness as at the date of expiry of the termination notice. KB Fitness reserves the right to set off any KB Payments owed by a departing member against the KB Refund.
- 3.7 **DEFERRAL:** Subject to the provision by the Member of a valid medical certificate, he/she may, with the consent of Kelly Bunyan, defer the Fees in the event that he/she suffers ill health/injury or becomes pregnant provided that;

- 3.8.1 The Member has, in accordance with Clause 3.2 or 3.3: given notice and paid the one (1) month's notice period respectively. Upon the Member's return to the classes, one (1) month will be credited (dependent on whether clause 3.2 or 3.3 is applicable to their Membership).
- 3.8.2 The Member must return within 12 months in order to receive the credit. After a 12-month period from the date of termination, the credit expires.

Under no other circumstances may the Fees be deferred; they shall not be refundable in any event.

4. **MISSED AND EXTRA CLASSES: KB PLUS**

- 4.1 In the event that a KB Plus Member misses his/her regular class, in respect of which the Member has paid the Fees, due to a Bank Holiday, the Member may make the class up by attending another class ("the Replacement Class"), subject to the following conditions:
 - 4.1.1 His/her Membership is still valid; and
 - 4.1.2 The Replacement Class is appropriate for his/her level.
- 4.2 Extra classes ("the Extra Classes") may be made available to the Member from time to time. A fixed number of the Extra Classes will be available on a monthly basis and can be carried

over to a subsequent month. Details of the Extra Classes will be advertised on the Website and in the Newsletter. A fee may be payable in respect of Extra Classes. The fee is due and payable at the time of booking and is not refundable if the KB Member does not attend.

- 4.3 Missed classes are non-transferable; a fellow KB Member cannot attend the classes in the Member's place.
- 4.4 In the event that a Member terminates his/her Membership and returns to KB, any missed/extra classes will not be re-instated.
- 4.5 Missed and Extra classes must be allocated correctly in any given month. Once a figure is agreed with the KB Administrator it is final, the figure cannot be backdated beyond the agreed point.
- 4.6 The Member is not entitled to renegotiate the Fees on the basis that he/she has failed to attend classes, although the Member is entitled to attend classes outside his/her regular time in accordance with Clause 4.1.

5. ANNUAL MEMBERSHIP/LICENCE FEE

- 5.1 The Member must pay a fee, in respect of the Licence, the level of which shall be stipulated by Kelly Bunyan. This covers KB Annual Membership/Licence and Insurance.
- 5.2 The Licence must be renewed on an annual basis, and it is the Member's responsibility to ensure that this has been carried out.
- 5.3 The Licence is not transferable.
- 5.4 The Member is not entitled to a refund on the Licence under any circumstances at any time.
- 5.5 Should the Member's renewal date fall during the Termination Notice Period, the fee is still payable.
- 5.6 The Member must ensure that his/her grading is recorded in the Licence Book. Failure to do so renders the grading invalid.
- 5.7 The Licence shall only be valid at KB Fitness, and when the Member is under the supervision of a KB Fitness instructor.

6. CHANGES TO THE MEMBERSHIP PACKAGE

- 6.1 The Member may be taught by a number of different instructors during his/her period of subscription with KB Fitness, and the Member's regular instructors may be changed without notice to the Member.
- 6.2 The Member's regular class time may be changed.
- 6.3 The number and availability of Extra Classes may be changed at any time. Notice will be provided to the Member either by a posting on the Website or in the Newsletter.
- 6.4 The venue at which the Member regularly trains may be changed at any time. Notice of such a change will be given to the Member either by a posting on the Website or in the Newsletter.

7. SCHOOL CLOSURE

- 7.1 KB Fitness shall be closed for two (2) weeks during the Christmas period, and one (1) week during the year. The payment scheme takes this Closure into account. (Fees are calculated over a 49-week period).
- 7.2 The Member will receive notice of the exact dates of the School Closure in advance, by the posting of a notice on the Website, and/or a notice in the Newsletter.
- 7.3 The KB Plus Member is not entitled to attend a Replacement Class to make up for classes missed during the School Closure, unless otherwise specified.

8. NEWSLETTER

- 8.1 An electronic newsletter will be sent to the Member via e-mail on a monthly basis and will be posted on the Website. In addition to the electronic newsletter, electronic updates will also be sent to the Member via e-mail. Together the electronic newsletter and electronic updates are referred to herein as “the Newsletter”.
- 8.2 It is the Member’s responsibility to ensure that he/she has seen a copy of the Newsletter, and the Member will be deemed to have received notice of any KB Fitness events or changes to his/her Membership package once the Newsletter has been dispatched to the Member.

9. EQUIPMENT

- 9.1 All training/sparring kit must be purchased through KB Fitness. Purchasing through alternative suppliers is not permitted. Exceptions may only be made at the sole discretion of Kelly Bunyan.
- 9.2 Club Uniform (T-shirt and/or Vest and Trousers) and full sparring kit must be purchased through KB Fitness if keen to grade.
- 9.3 All sales are final and non-refundable. This does not affect your statutory rights.

10. CHANGES TO THESE TERMS AND CONDITIONS

These Terms and Conditions may be amended from time to time at the sole and absolute discretion of Kelly Bunyan. Notice of such amendment will be provided on the Website and/or in the Newsletter. It is the Member’s responsibility to ensure that he/she is familiar with the current Terms and Conditions.

11. DISCLAIMER

Members are wholly responsible for the security of their personal belongings. KB Fitness and/or Kelly Bunyan shall not be under any liability in respect of any loss or damage to the Member’s property. Members are encouraged not to bring valuable items to class. KB Fitness, which includes all instructors, shall not be liable for any personal injury, ailment, condition, or death arising out of or in the course of your engagement at KB Fitness except to such extent if at all that the same is directly due to the negligence of KB Fitness and/or Kelly Bunyan.

Our instructors are not medically qualified. If you have any doubts about your fitness or capability to undertake vigorous physical exercise, we strongly recommend that you take independent medical advice before undertaking any KB classes.

12. VENUES

Members must abide by the rules of the KB Venues and any instruction given by a KB Instructor with regard to the usage of the KB Venues. Failure to do so may result in termination of membership.

13. ENTIRE AGREEMENT

These Terms and Conditions embody all the terms between the Member and KB Fitness and/or Kelly Bunyan, and no oral representations warranties or premises shall be implied as terms of this Agreement.

14. FORCE MAJEURE

KB Fitness and/or Kelly Bunyan shall not be under any liability to the Member in respect of anything which, apart from this provision, may constitute a breach of these Terms and Conditions arising by reason of *force majeure*, namely, circumstances beyond the control of KB Fitness and/or Kelly Bunyan which shall include (but shall not be limited to) acts of God, perils of the sea or air,

fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority.

15. GOVERNING LAW

These Terms and Conditions shall be governed and construed in accordance with the laws of the United Kingdom and the courts of England shall have sole and exclusive jurisdiction over any and all disputes arising hereunder.

16. SEVERABILITY

If any provision of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

17. NO WAIVER

If KB Fitness fails to enforce any of its rights at any time for any period and for whatever reason this shall not be construed as a waiver of such rights neither shall any failure to identify or act upon your breach of these terms and conditions be deemed to be an affirmation by us that your behavior is acceptable.

18. INTELLECTUAL PROPERTY

The "KBKickboxing" and "KB Fitness" logos are the property of KB Fitness and may not be used without the express and written consent of Kelly Bunyan. The files and images located under the domain www.kbfitness.co.uk collectively represent the official website of KB Fitness and are the property of Kelly Bunyan. Use of any text or graphics presented on the website or in the newsletters without written permission is strictly prohibited.

19. PHOTO-VIDEO DISCLAIMER

KB Fitness reserves the right to use any photograph/video taken at any of our classes or events, without the expressed written permission of those included within the photograph/video. KB Fitness may use the photograph/video in publications or other media material produced or used by KB Fitness including but not limited to: newspapers, magazines, advertisements, presentations, websites, social media posts, etc.

A person attending a KB Fitness class or event who does not wish to have their image recorded for distribution should make their wishes known to the instructor, and/or contact KB Fitness at info@kbfitness.co.uk, in writing of his/her intentions.

By participating in a KB Fitness class or event or by failing to notify KB Fitness, in writing, your desire to not have your photograph/image used by KB Fitness, you are agreeing to release, defend, hold harmless and indemnify KB Fitness from any and all claims involving the use of your picture/image or likeness.

Any person or organisation not affiliated with KB Fitness may not use, copy, alter or modify KB Fitness photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorised designee from KB Fitness.

20. DATA PROTECTION

"Personal Data" is any data that identifies an individual. The Personal Data which KB Members supply, they agree will be true. KB Fitness will deal with Personal Data in compliance with the current UK data protection legislation.

Personal Data will be collected, processed, and used by KB Fitness for the purposes of keeping members informed, running the KB Shop, maintaining insurance, keeping track of payments and generally administering the KB School. Personal Data may also be processed and used by such other organisations on KB's behalf for the purpose listed above. The use of information will remain under the control of KB Fitness at all times.

Under the Data Protection Act 1998 KB Fitness members also have the right to ask for a copy of the information KB Fitness holds on them - for which a small fee can be charged - and to request correction of any incorrect information held. Requests should be made in writing to Kelly Bunyan. By providing your personal information to KB and continuing membership of KB Fitness; KB Members consent to:

- processing sensitive personal data such as health data for the above purposes.