

Terms and Conditions - Kaiju Sports Services

These terms and conditions apply to any person (you) purchasing (or trying out) services provided by Kaiju Sports Services (Kaiju, we, us) - a trading entity of Josh Nash and Finlay Hampton

1. Memberships

- 1.1. The term membership covers both a regular subscription with associated benefits or a single purchase with associated benefits.
- 1.2. Your membership starts on the date indicated during the sign-up process.
- 1.3. We have the right to refuse or revoke membership or any request to change a membership.
- 1.4. Unless stated during the signup process, the minimum term of a membership contract is 1 month
- 1.5. You have read and fully understand what your membership includes.
- 1.6. These terms and conditions form part of your membership agreements
- 1.7. Unless stated during the signup process, or subsequently notified with at least 30 days notice, your membership will automatically expire at the end of your chosen period.

2. Canceling

- 2.1. You can cancel your membership after your Minimum Term by providing at least 15 days' notice before the next membership payment date to allow sufficient time to process your request. We incur costs to put on sessions for you, so we may have made commitments that we cannot cancel at short notice.

We do not issue refunds, so your cancellation date will be set as the day that your next membership payment is due.

- 2.2. On receipt of your membership cancellation request we will cancel your membership and notify you by email and confirm the expiry date of your membership. Once membership cancellation has been confirmed, it is your responsibility to cancel the direct debit instruction with your bank.
- 2.3. During the Minimum Term you may cancel the contract only:
 - 2.3.1. if we fail to provide the standard of service you would reasonably expect and have fallen well below that standard.
 - 2.3.2. if we alter the operating hours of the services unreasonably resulting in you being subsequently unable to access the services.
 - 2.3.3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
 - 2.3.4. If you lose your employment by redundancy and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence.
 - 2.3.5. If you become pregnant and are advised that you should not take part in our sessions. You must produce documentary evidence.

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- 2.4. To cancel memberships it must be done either on the website or through a direct email to the managers.
 - 2.5. You can cancel your membership if we increase your membership fees during your Minimum Term.
3. Limitation of liability
 - 3.1. If a session is being held outside, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons.
 - 3.2. We will not pay if we have failed to carry out our duties due to: (a) a fault of your own; (b) someone else not connected with providing our services under these Terms; or (c) events which we could not have known about beforehand even if we had taken all reasonable care.
 - 3.3. We have the right to make changes to the location/ type of services we provide, if we give you notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law.
 - 3.4. We have the right to make changes to the type of online services we provide, without notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or cannot be avoided by law.
 - 3.5. You bring all personal belongings to our session at your own risk. We accept no liability for loss or damage to property of members which is not caused by us or our employees.
 - 3.6. Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence.
 - 3.7. Notwithstanding sections 3.1 to 3.6 above, if we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.
4. Health and safety
 - 4.1. It is your responsibility to make sure that you are capable of any activity you participate in.
 - 4.2. You should consult your doctor before beginning any activity if you are not sure whether it is suitable. If you have any concerns about your physical condition, you must get medical advice before using our facilities or online services.
 - 4.3. Before using our facilities or online services, you must first complete a health commitment statement. This includes filling out the mandatory PAR-Q.
 - 4.4. In the event of injury, illness or death caused due to inaccurate information provided on the PAR-Q we are not liable as per stated by law.
 - 4.5. We may refuse you access to our sessions if we consider the use of such services could put your health at risk. If you are taking part in a course, it is your

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responsibility to make us aware of anything that may affect your participation in activity.

- 4.6. If any activity causes pain or discomfort, you are responsible for discussing this with an instructor to ensure that you do not become injured.
- 4.7. If a participant arrives already injured, instructors have the right to turn them away due to health and safety risks
- 4.8. If an already injured participant arrives and fails to notify instructors of their injury any further harm that occurs will not be held liable by the business
- 4.9. If a participant arrives in what is deemed as “unsuitable equipment/attire” the instructors have the right to turn them away
- 4.10. Any medical conditions, including prescribed medication **must** be outlined in the provided PAR-Q due to health and safety risks associated with allowing continuation despite the knowledge of a condition or illness.
- 4.11. Any advice given will be provided to you with the best intentions, based on the information you have provided and any fitness assessment that has been carried out. We cannot be held responsible for any harm that we could not reasonably expect to happen based on any assessment and information you provided, or where you have not followed the advice given.
- 4.12. Unless stated by the individual instructor, no advice given should be construed as medical advice.

5. Transfer of terms

- 5.1. We may transfer the benefit of your Membership Agreement to a third party on similar terms and conditions without notice to you for, but not limited to, the following reasons
 - 5.1.1. to allow you to continue receiving the benefits of your membership where Kaiju is unable to provide it
 - 5.1.2. Upon the purchase of the Kaiju business
- 5.2. You cannot transfer your membership to another person.

6. If your payment fails

- 6.1. This section is about what will happen if you have not paid your monthly subscription payment for one of the reasons set out below:
 - 6.1.1. the direct debit details you gave us were wrong;
 - 6.1.2. there are not enough funds in your bank account;
 - 6.1.3. you have cancelled your direct debit without giving us the notice we need as set out in Section 2
 - 6.1.4. the recurring card payment fails due to incorrect card details
 - 6.1.5. the recurring card payment fails due to insufficient funds
- 6.2. Whilst you continue to owe us a monthly subscription payment your membership, and all associated rights, may be suspended until payment is made.

7. Termination of memberships by us

- 7.1. We reserve the right to terminate your membership with notice if, at any time:

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- 7.1.1. you break the conditions of your Membership Agreement;
 - 7.1.2. you do not comply with the rules and regulations of the Company presented at the time of purchase.
 - 7.1.3. you allow another person to use your membership card or account details to access the Club or online services. (This section will not apply if you have told us that your card has been lost or stolen.);
 - 7.1.4. your conduct, whether or not such conduct is the subject of a complaint by another Member or group of members, is such that in our opinion, it may be injurious to the character, name or interests of the centre or is such that it makes you unfit to associate with other Members of the centre.
 - 7.1.5. any part of your monthly subscription payment which is due and payable remains unpaid 30 days after the due date for payment.
 - 7.2. In the event that we terminate your membership pursuant to clause 7.1, we will not refund the joining fee or payments received. You will remain responsible for paying the monthly subscription payments for the Minimum Term.
 - 7.3. We may end your membership for any reason by giving you one full calendar month's written notice to cancel it. In these circumstances you will not have to pay any additional subscriptions and we will refund any subscriptions you have paid in advance for the period after cancellation.
 - 7.4. When your membership has ended and we have taken the final payment from you, it is your responsibility to cancel your direct debit to us at your bank.
8. Weather and understanding its effects to your sessions
- 8.1. Sessions will continue unless weather warnings are implemented. In the event of this, fixed session members will be provided with a free credit session to be redeemed at a later date.
 - 8.2. Those with a flexible membership will only access this if it is the last week of their payment due to not being set on that session.
9. Cancelled sessions
- 9.1. If cancelled due to weather see point 8 - 8.2
 - 9.2. If a session is cancelled by the coaches for alternative reasons then credit sessions will be provided, if it is a session that was bought singularly, then a refund option will apply.
 - 9.3. If the minimum requirement of participants (5) is not met, sessions will be cancelled and the same credit and refund options will be provided the same as stated in term 9.2
10. Booking rights
- 10.1. Those on fixed payment sessions will have a 'first come first served' priority to sessions. Those with flexible sessions should monitor our online session trackers to check availability and book on using their designated amount of sessions.

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11. Expected behaviour
 - 11.1. If behaviour at the sessions does not meet expectations, instructors can send you away and refuse access to the session
 - 11.2. Reported behaviour that is seen as bullying, aggression or harassment to another participant will be investigated and acted on accordingly to what is found.
 - 11.3. If being investigated for behaviour to another participant within sessions then you will not be permitted access to the sessions.
12. Modifications of these terms and conditions
 - 12.1. From time to time, it may be necessary for us to modify these terms and conditions.
 - 12.2. Where the changes are do not materially alter the meaning or intent, add clarification, or are required by law, we will publish the changes directly to the website and come into effect at your next renewal or booking
 - 12.3. All other changes will be published on the website and will come into effect 1 calendar month from publication, or where you explicitly acknowledge the change, whichever is earliest.
13. Severance
 - 13.1. If any provision of this contract is found by a court to be invalid, unenforceable or illegal, the remaining provisions shall remain in force.
 - 13.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.