

## **TERMS & CONDITIONS**

Welcome to **London Martial Arts & Fitness Academy** and **Truform**. We are delighted to have you as part of our community dedicated to health, fitness, and personal development. To ensure a safe, enjoyable, and productive environment for all members and staff, we have established the following Terms & Conditions.

By enrolling in our programs, booking classes, or utilizing our services, you expressly agree to abide by these Terms & Conditions.

Should you have any questions or require clarification regarding any aspect of these terms, please do not hesitate to contact us at:

### **London Martial Arts & Fitness Academy & Truform**

248 High Street, Beckenham, Kent, BR3 1DZ

Email: [management@martialarts-fitness.co.uk](mailto:management@martialarts-fitness.co.uk)

Phone: 0203 417 6446 or 07805 269694

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## **1. Membership Commitment**

### **1.1. Personal Membership**

- **Non-Transferable:** Memberships are strictly personal and cannot be shared, transferred, or assigned to any other individual.
- **Membership Types:** We offer various membership options, including but not limited to:
  - **Adult and Kids Martial Arts Classes**
  - **Truform Reformer Pilates and Mat Classes**
  - **Private Sessions and 1-2-1 Training**
- **Access Rights:** Your membership grants you access to classes, facilities, and services specified within your chosen membership plan.

### **1.2. Contractual Obligations**

- **Membership Terms:** Upon enrolment, you commit to the full duration of your selected membership plan, which may include:
  - **Monthly Contracts:** 1-month, 4-month, or other specified durations.
  - **Class Blocks/Packs:** Pre-paid packages for a set number of classes or sessions.
- **Legal Binding:** This agreement constitutes a legally binding contract between you and London Martial Arts & Fitness Academy & Truform. By accepting these terms, you acknowledge and agree to fulfil all obligations herein.

### **1.3. Automatic Renewal**

- **Renewal Policy:**
  - **Monthly Contracts:** At the end of your initial contract term, your membership will automatically renew on a rolling monthly basis for 2 months after the expiration of your membership agreement it will then renew its full original term unless you provide a written cancellation notice as outlined in Section 4.
  - **Class Blocks/Packs:** These do not auto-renew. Members may purchase additional blocks/packs upon completion of their current package.
- **Price Adjustments:** Upon renewal, membership fees may be subject to change. Members will be notified of any price adjustments at least 30 days prior to the effective date.

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## **2. Booking and Class Policies**

### **2.1. Class Bookings**

- **Booking Methods:**
  - Classes and sessions can be booked via our website, the Mindbody app/website, or in person at our studio reception.
- **Advance Booking:** Members are encouraged to book classes in advance to secure their spot, as spaces are limited and allocated on a first-come, first-served basis.
- **Payment Requirement:** All classes and sessions must be paid for at the time of booking. This includes:
  - **Drop-In Classes:** Single class bookings.
  - **Class Blocks/Packs:** Pre-paid packages for multiple classes.
  - **Private Sessions/1-2-1 Training:** Individualized training sessions.
- **Promotional Offers:**
  - **Introductory Offers and Promotional Codes:** These are single-use and may have specific terms and expiry dates. Such offers must be applied at the time of booking and cannot be retroactively applied.

### **2.2. Waitlist Policy**

- **Joining Waitlists:** If a class is fully booked, members may join a waitlist. Should a spot become available, members will be automatically notified and added to the class in the order they joined the waitlist.
- **Notification:** Notifications of available spots will be sent via email and/or app notification. It is the member's responsibility to monitor these notifications.
- **Confirmation:** Once added from the waitlist, standard cancellation policies apply.

### **2.3. Class Attendance and Punctuality**

- **Arrival Time:** Members are required to arrive at least **10 minutes** prior to the scheduled start time of their class or session. This allows adequate time for check-in, preparation, and to ensure classes start promptly.
- **Late Arrival:**
  - Members arriving **after the class start time** may be denied entry to avoid disruption and for safety reasons.
  - Denied entry due to late arrival will be treated as a no-show, and the session will be deducted from your account as per the cancellation policy.
- **Check-In Procedure:** All members must check in at reception upon arrival for each class or session.

### **2.4. Class Conduct**

- **Instructor Authority:** Instructors have full authority over their classes and may provide guidance or corrections to ensure safety and proper technique.
- **Behaviour Expectations:** Members are expected to conduct themselves respectfully towards instructors and fellow members. Disruptive or inappropriate behaviour may result in removal from the class and potential suspension or termination of membership.
- **Mobile Devices:** Use of mobile phones during classes is prohibited unless for emergency purposes. Phones should be set to silent mode to minimize distractions.

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## **3. Payments and Billing**

### **3.1. Billing Management**

- **Payment Processor:** All billing and payment processing are solely managed by **Xplore** on behalf of London Martial Arts & Fitness Academy
- **Contact Information:**
  - **Phone:** 0203 417 6446
  - **Email:** management@martialarts-fitness.co.uk
- **Payment Methods:** Accepted payment methods include direct debit, credit/debit cards, and other methods as specified by Xplore.

### **3.2. Payment Schedule**

- **Recurring Payments:**
  - **Monthly Memberships:** Payments are processed on the **same calendar day each month** corresponding to your initial enrolment date. For example, if you enrol on the 10th, subsequent payments will be on the 10th of each month.
- **Class Blocks/Packs and Drop-In Classes:** Payment is required in full at the time of booking.
- **Receipts and Invoices:** Electronic receipts will be issued upon successful payment processing. Members may request detailed invoices by contacting our administrative team.

### **3.3. Failed Payments and Arrears**

- **Notification of Failed Payment:** If a payment fails or is declined, you will be notified immediately via email and/or phone.
- **Resolution Period:** Members have **5 business days** to resolve failed payments. During this period, access to classes and facilities may be suspended.
- **Late Payment Fees:**
  - A **£20 late fee** will be applied for each missed payment, as per Xplore policy.
  - Continued non-payment will result in the outstanding balance being forwarded to a third-party debt collection agency, incurring additional fees and legal action.
- **Updating Payment Information:** It is the member's responsibility to ensure that payment information is current and valid. Any changes to billing information should be promptly updated through our website or by contacting Front of House at the premises.
- **All payments** made to Truform or London Martial Arts & Fitness Academy are Non-Refundable. This differs case to case.

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## **4. Cancellation Policy**

### **4.1. Membership Cancellations**

- **Notice Requirement:**
  - Members wishing to cancel their membership must provide a **written notice via email** to [management@martialarts-fitness.co.uk](mailto:management@martialarts-fitness.co.uk) at least **30 days prior** to the intended cancellation date.
- **Effective Cancellation Date:**
  - The cancellation will take effect at the end of the current billing cycle following the completion of the 30-day notice period.
- **Confirmation of Cancellation:**
  - Upon receipt of your cancellation request, a confirmation email will be sent to acknowledge and finalize the cancellation process. Retain this confirmation for your records.
- **Early Termination:**
  - Early termination before the end of the contractual term is **not permitted**, except under specific circumstances outlined in Sections 4.2 and 4.3.

### **4.2. Medical Cancellations and Freezes**

- **Eligibility for Medical Cancellation:**
  - Members unable to continue training due to medical reasons preventing participation for **more than 3 months** may request cancellation.
- **Required Documentation:**
  - A valid **medical certificate** from a qualified healthcare professional must be submitted, clearly stating the nature of the condition and the recommended period of inactivity.
- **Verification Process:**
  - London Martial Arts & Fitness Academy & Truform reserve the right to verify medical documentation directly with the issuing healthcare provider.
- **Effective Date:**
  - Upon successful verification, the cancellation will take effect immediately, and no further payments will be required.
- **Medical Freeze for Short-Term Conditions:**
  - For medical conditions requiring **3 months or less** of recovery:
    - Members may request to **freeze** their membership.
    - **Freeze Terms:**
      - **Duration:** Up to 3 months.
      - **Payments:** Suspended during the freeze period.
      - **Contract Extension:** The contract term will be extended by the length of the freeze period to ensure fulfilment of the original contractual commitment.
    - **Request Procedure:** Submit a written request along with a medical certificate to [management@martialarts-fitness.co.uk](mailto:management@martialarts-fitness.co.uk).
    - **Approval:** Freezes are subject to approval and confirmation will be provided via email.

### **4.3. Relocation-Based Cancellations**

- **Eligibility:**
  - Members relocating **more than 50 miles** away from our facilities may request early cancellation.
- **Required Documentation:**
  - Proof of relocation must be provided, which may include:
    - Utility bills
    - Lease or mortgage agreements
    - Employment transfer letters
    - Official change of address documentation
- **Submission and Verification:**
  - Documentation should be submitted via email to [management@martialarts-fitness.co.uk](mailto:management@martialarts-fitness.co.uk).
  - The management team will review and verify all submitted documents.

- **Effective Date:**
  - Upon approval, the cancellation will take effect at the end of the current billing cycle.
- **Outstanding Dues:**
  - All outstanding fees and dues must be settled prior to cancellation taking effect.

#### 4.4. Class Cancellations and No-Shows

- **Class Cancellation by Member:**
  - **Advance Notice:**
    - Cancellations made **more than 24 hours** before the class start time:
      - **Drop-In Classes and Class Blocks/Packs:** The session credit will be returned to your account for future use.
      - **Members:** No penalty applied.
    - Cancellations made **less than 24 hours** before the class start time:
      - **Drop-In Classes and Class Blocks/Packs:** The session will be forfeited and not refunded or credited.
      - **Members:** May incur a penalty fee or have booking privileges temporarily suspended after repeated late cancellations.
- **No-Shows:**
  - Failure to attend a booked class without prior cancellation will be treated as a no-show.
    - **Drop-In Classes and Class Blocks/Packs:** The session will be forfeited.
    - **Members:** Repeated no-shows may result in penalties including suspension of booking privileges or additional fees.
- **Class Cancellation by Studio:**
  - In the event that London Martial Arts & Fitness Academy & Truform must cancel a class due to unforeseen circumstances:
    - Members will be notified as soon as possible via email, phone, and/or app notifications.
    - **Drop-In Classes and Class Blocks/Packs:** The session credit will be returned to your account for future use.
    - **Members:** No penalty applied.
    - Where possible, alternative classes or rescheduling options will be provided.

## 5. Health and Safety

### 5.1. Health Declarations

- **Member Responsibility:**
  - Prior to participating in any class or session, members must disclose any relevant medical conditions, injuries, or health concerns to the instructor.
  - It is the member's ongoing responsibility to update the academy regarding any changes in health status.
- **Pregnancy:**
  - Members who are pregnant or become pregnant during their membership must inform instructors prior to participating in classes.
    - **Experienced Practitioners:** Those with prior experience in relevant classes (e.g., Reformer Pilates) may continue participation with appropriate modifications as advised by the instructor.
    - **New Practitioners:** Individuals without prior experience may be restricted from certain classes to ensure safety.
- **Instructor Discretion:**
  - Instructors reserve the right to restrict or refuse participation if they believe it is in the best interest of the member's health and safety.
  - Members may be required to provide medical clearance before resuming participation following injury or illness.

### 5.2. Studio Hygiene and Attire

- **Dress Code:**

- **Martial Arts Classes:**
  - Appropriate training attire is required, including any specified uniforms or gear.
  - Protective equipment must be worn as instructed.
- **Truform Classes:**
  - **Grip Socks:** Mandatory for all participants to ensure hygiene and safety. Available for purchase online or at the studio.
  - **Attire:** Comfortable, form-fitting clothing suitable for movement and exercise.
- **Footwear Policy:**
  - The studio operates a strict **no outdoor shoes** policy within training areas to maintain cleanliness.
  - **Sliders/Sandals:** Provided by the studio for use when moving between areas or to facilities such as restrooms.
- **Equipment Cleanliness:**
  - Members are required to clean and sanitize all equipment used during classes, including Reformer Pilates machines and mats, using the cleaning products provided.
  - Instructors will provide guidance on proper cleaning protocols.
- **Personal Hygiene:**
  - Members should maintain a high standard of personal hygiene out of respect for fellow members and instructors.
  - Use of deodorant and clean attire is expected.

### 5.3. Safety Protocols

- **Instruction Adherence:**
  - Members must follow all instructions and safety guidelines provided by instructors during classes and training sessions.
- **Emergency Procedures:**
  - In case of an emergency, members should follow the direction of instructors and staff promptly.
  - Emergency exits and first aid kits are clearly marked and available within the facility.
- **Accident Reporting:**
  - Any injuries or accidents occurring on the premises must be reported immediately to an instructor or staff member for appropriate action and documentation.

### 5.4. Facility Maintenance

- **Environment:**
  - The studio is maintained to high standards of cleanliness and safety. Regular inspections and maintenance are conducted to ensure a safe training environment.
- **Member Cooperation:**
  - Members are expected to respect the facility and report any issues, damages, or hazards to staff immediately.

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## 6. Instructors and Scheduling

### 6.1. Instructor Qualifications

- **Expertise:**
  - All instructors at London Martial Arts & Fitness Academy & Truform are highly trained and certified professionals with expertise in their respective disciplines.
- **Continued Education:**
  - Instructors engage in ongoing training and professional development to provide the highest quality instruction and up-to-date techniques.

### 6.2. Instructor Substitutions and Schedule Changes

- **Substitutions:**

- On occasion, due to unforeseen circumstances such as illness or personal emergencies, scheduled instructors may be substituted with equally qualified professionals.
- Members will be notified of instructor changes as soon as possible via email, app notifications, or updates on our website.
- **Schedule Adjustments:**
  - The academy reserves the right to modify class schedules, including adding or cancelling classes, to best meet the needs of members and operational considerations.
  - Changes will be communicated in advance through official channels, including email, website updates, and social media.
- **Member Notifications:**
  - It is the responsibility of members to stay informed about schedule changes by regularly checking official communication platforms.

### 6.3. Private Sessions and 1-2-1 Training

- **Booking and Cancellation:**
  - Private sessions must be booked in advance and are subject to the same cancellation policies as group classes unless otherwise specified.
- **Instructor Requests:**
  - Members may request specific instructors for private sessions, subject to availability.
- **Session Conduct:**
  - All policies regarding health and safety, punctuality, and conduct apply equally to private sessions.

## 7. Use of Facilities and Code of Conduct

### 7.1. Facility Access

- **Operating Hours:**
  - The academy's operating hours are posted on our website and at the facility entrance. Hours may vary on public holidays or during special events.
- **Access Restrictions:**
  - Access to certain areas or equipment may be restricted during specific times for classes, maintenance, or private sessions.
- **Guest Policy:**
  - Non-members are not permitted to use the facilities unless authorized by management, such as during trial classes or special events.

### 7.2. Member Conduct

- **Respectful Behaviour:**
  - Members are expected to behave respectfully towards instructors, staff, and fellow members always.
- **Prohibited Conduct:**
  - Any form of harassment, discrimination, abuse, or disruptive behaviour is strictly prohibited and may result in immediate suspension or termination of membership without refund.
- **Property Respect:**
  - Members must respect all property and equipment within the facility. Any intentional damage or theft will result in liability for repair or replacement costs and potential legal action.
- **Personal Belongings:**
  - The academy is not responsible for loss, theft, or damage of personal belongings. Members are encouraged to secure their belongings in designated storage areas and avoid bringing valuables to the facility.

### 7.3. Smoking, Alcohol, and Drug Policy

- **Smoking:**
  - Smoking is strictly prohibited within the facility and in immediate surrounding areas.

- **Alcohol and Drugs:**
  - The use, possession, or being under the influence of alcohol or illegal substances on the premises is strictly forbidden and will result in immediate expulsion and potential legal consequences.

#### 7.4. Children's Policy

- **Supervision:**
    - Children under the age of 16 must be dropped off and collected by a parent if participating in a supervised class or session.
  - **Class Participation:**
    - Children participating in classes must adhere to all relevant policies and codes of conduct.
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## **8. Liability and Waiver**

### 8.1. Assumption of Risk

- **Inherent Risks:**
  - Members acknowledge that participation in martial arts, fitness training, and related activities involves inherent risks, including but not limited to physical injury, muscle strain, and other health risks.
- **Voluntary Participation:**
  - Members choose to participate voluntarily and assume all risks associated with such activities.

### 8.2. Release of Liability

- **Waiver Agreement:**
  - By enrolling and participating in activities, members release London Martial Arts & Fitness Academy & Truform, its owners, instructors, employees, and agents from any liability for injuries, losses, or damages incurred while on the premises or participating in academy activities, except where caused by gross negligence or intentional misconduct.

### 8.3. Insurance

- **Public Liability Insurance:**
  - The academy maintains appropriate public liability insurance coverage.
- **Personal Insurance:**
  - Members are responsible for securing their own personal health and injury insurance as deemed necessary.

### 8.4. Indemnification

- **Member Responsibility:**
    - Members agree to indemnify and hold harmless London Martial Arts & Fitness Academy & Truform from any claims, actions, damages, or liabilities arising out of or related to their participation in academy activities or breach of these Terms & Conditions.
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## **9. Privacy and Data Protection**

### 9.1. Personal Information

- **Data Collection:**
  - The academy collects personal information necessary for membership management, including contact details, health information, and payment information.



- **Use of Information:**
  - Personal data is used solely for operational purposes, such as class scheduling, billing, and communication. Health information is collected to ensure member safety during participation in activities.

## 9.2. Data Protection

- **Compliance:**
  - The academy complies with all applicable data protection laws, including the General Data Protection Regulation (GDPR).
- **Data Security:**
  - Appropriate security measures are in place to protect personal information from unauthorized access, alteration, disclosure, or destruction.

## 9.3. Information Sharing

- **Third-Party Services:**
  - Personal information may be shared with third-party service providers (e.g., Xplore & MindBody) solely for operational purposes. All third parties are required to maintain confidentiality and security of personal data.

## 9.4. Member Rights

- **Access and Correction:**
  - Members have the right to access and request correction of their personal information held by the academy.
- **Withdrawal of Consent:**
  - Members may withdraw consent for the processing of their personal data; however, this may affect the academy's ability to provide services.
- **Contact for Privacy Concerns:**
  - For any privacy-related inquiries or concerns, members may contact [management@martialarts-fitness.co.uk](mailto:management@martialarts-fitness.co.uk).

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## **10. Intellectual Property**

- **Ownership:**
  - All social media content, materials, logos, and branding associated with London Martial Arts & Fitness Academy & Truform are the exclusive property of the academy.
- **Usage Restrictions:**
  - Members may not use, reproduce, or distribute any intellectual property without explicit written consent from the academy.

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## **11. Amendments to Terms & Conditions**

- **Right to Modify:**
  - London Martial Arts & Fitness Academy & Truform reserves the right to amend or update these Terms & Conditions at any time without notice to clients or the public.
- **Notification of Changes:**

- Members may be notified of any significant changes via email and updates will be posted on the academy's website.
  - **Acceptance of Amendments:**
    - Continued use of academy services and participation in activities after amendments constitute acceptance of the updated Terms & Conditions.
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## **12. Governing Law and Dispute Resolution**

### **12.1. Governing Law**

- **Jurisdiction:**
  - These Terms & Conditions are governed by and construed in accordance with the laws of **England and Wales**.

### **12.2. Dispute Resolution**

- **Initial Resolution:**
  - Any disputes arising under these terms should first be addressed through good faith negotiations between the member and academy management.
- **Mediation:**
  - If a resolution cannot be reached, parties agree to attempt to resolve disputes through mediation before pursuing legal action.
- **Legal Proceedings:**
  - Any legal proceedings shall be conducted in the appropriate courts of England and Wales.

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**By enrolling, buying or participating in any programs at London Martial Arts & Fitness Academy & Truform, you acknowledge that you have read, understood, and agree to abide by these Terms & Conditions.**

**We look forward to supporting you on your journey towards achieving your health, fitness, and personal development goals.**

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