



# GENERAL TERMS AND CONDITIONS

## Applicable from September 1<sup>st</sup>, 2019

### 1. ACTIVITIES OFFERED

The membership fee gives access to all facilities and group classes, specific to their membership, one SCAN FIT 3D session, and tips given by the coaches and participants. and only as part of annual Cross Fight Training (fitness) or FULL subscriptions, the student member benefits from two sessions of SCAN FIT 3D and 2 private coaching sessions.

The 'Machines' area is restricted to those having subscribed to a Cross Fight Training or FULL membership. Please note that children and teenagers under 16 cannot access the 'Machines' area, unless authorized by their parents.

The class timetable and the types of classes, as well as the opening hours of the club, may change during the year, at the discretion of the MAA management and/or in response to the demands of its members, with the understanding that the club is open 6 days a week, and that classes are available 12 months out of 12, except during public holidays and other exceptional closures announced in advance.

In case of absence of an instructor... the direction will do it best to replace the course. Should this prove impossible, the member will be allowed access to any other course, whatever their membership.

If a non-member of the MAA buys one or more private lessons, the member will be granted access to the MAA installations (sports hall, 'Machines' area, changing rooms and lockers) only on the days these lessons take place, and with a window of 30 minutes before and 30 minutes after, the private lessons.

### 2. MEMBERSHIP AGREEMENT

The membership agreement is established between the member pupil and the *Martial Arts Academy Geneva Sàrl*. This membership is specific and non-transferable.

Once payment for the membership has been made, whether at the reception of the MAA, or via its website, each student (except for non-members having reserved one or more private classes) will receive a personalized membership card.

In case of monthly payment, the card will be issued once the first payment has been made. For one-month subscription, although there is no registration fee, a personal membership card is delivered. It must be returned at the end of the contract, otherwise a penalty of CHF 25.- will be charged.

This card will allow the student to enter the site safely – using the badge at the entrance- from Monday to Thursday, between 7 am to 10 pm, Friday between 9 am to 10 pm and Saturday from 10 am to 6 pm , except during bank holidays -, as well as the locker use. In case of loss of the card, you will be provided with a new one, at a cost of CHF 25.-.



Each student must wear an appropriate outfit according to the discipline taught. Personal training equipment, such as protections, gloves, kimono, sportswear are the responsibility of the student member who is free to buy it at the club shop or within specialised shops.

### 3. ILLNESS, ACCIDENT, MILITARY SERVICE

Freezing one's membership is only possible for the following reasons:

- Illness lasting over 2 weeks, or an accident, but only upon presentation of a medical certificate
- Military service, upon presentation of marching orders

The period of absence will be added to the end of the contract, and therefore extend it.

Only for reasons of illness or accidents that could stop the practice of a long-term discipline being taught (at least 2 years), and upon presentation of a medical certificate, the reimbursement of the membership will be possible in proportion to its time of use.

Only in case of a serious illness or an accident preventing the practice of a discipline taught over a very long period (at least 2 years) and on presentation of written proof, the subscription can be given, in proportion to its time of use, to a member of the family or to the person of the student's choice.

### 4. DURATION OF CONTRACT

#### **Memberships:**

This current contract is valid according to the duration of the type of subscription chosen (1 month, 3 months, 6 months or 1 year) and this from the date of its signature and payment. It is not renewed automatically from year to year.

#### **Private classes:**

The current contract is valid during the times of, or the time slots for, the private classes. In the event that the *Martial Arts Academy Geneva Sàrl* ceases to operate during the term of the class, no reimbursement will be made. The cost of the contract remains entirely due.

### 5. PRICES & DISCOUNTS

The MAA joining fee is CHF 60.-, is to be paid at the time of your first subscription. (excluding monthly subscription). These registration fees are not due for private lessons.

Concerning annual memberships, it is possible to make monthly payments by direct debit or LSV.



All delay of payment will stop the access to the MAA, and the member card will automatically be taken away until the accounting situation is resolved. Please note that eventual reminder and recovery fee will be charged to the concerned member.

The membership renewal will be set with the price of the renewal enforced date, and all granted advantages with the previous membership will become lapsed.

Therefore, the application of special rates (for companies, promotions...) will be subject to the conditions of the grant for membership renewal.

In order to benefit from special rates specifically for members of the *International Police Association (IPA)*, people that have followed or passed their *Fitspro* training, or people with student rate, it is mandatory to bring a valid proof such as a supporting document that certifies the enrollment of validity in progress, a copy of the mentioned certificate or a student card. This is the same for all black belt holders – no matter the discipline: a certificate from a recognized federation is required.

In order to benefit black belt holders, it implies that the student member actively participates in the life of the club by attending if necessary the teachers of his discipline during their courses and replace them during their possible absences. If a black belt member does not want to actively engage in club life as described above, then he or she will only be eligible for the same rate applied to professional security agents.

Family package can apply to family members (children/parents) that subscribe to MAA membership.

If 2 people from the same family are enrolled (parents and/or children) you benefit from a 15% reduction on the price of those 2 subscriptions, no matter the type of subscription.

If 3 people from the same family are enrolled you benefit from a 20% reduction on the price of those 3 subscriptions, no matter the type of subscription.

If 4 or more people from the same family are enrolled you benefit from a 30% reduction on the price of those subscriptions, no matter the type of subscription.

These discounts can't be applied if the subscribed membership already includes a sales offer.

In case of the sponsorship of a relative, a friend or a colleague, that subscribes to a membership, the member will benefit from a 1 month-subscription for free.

This A trial class costs CHF 25. If, following the class, you take out a subscription, this amount is deducted, and the additional joining fee is only CHF 35.-.

## 6. RULES

The managers and coaches reserve the right to exclude any student member without reimbursement of either their subscription, or the enrollment fee, if they believe that their behaviour is harmful to the club or its members, or if they do not respect the internal rules of the dojo, as well as the shared values of honour, righteousness, loyalty, courage, and respect.

Likewise, concerning respect towards others, the following will not be tolerated in group classes or private lessons:

- Lateness exceeding 15 minutes



- Acts of gratuitous violence
- A lack of hygiene
- Untimely chatting
- Use of mobile phones to film the classes or to take photos

The use of outdoor shoes is forbidden in all areas of the MAA, including the 'Machines' area. They are only allowed at reception and in the waiting room.

Student members who do not wish to train in bare feet, must use indoor training shoes, with a non-marking sole. Anti-slip socks are compulsory when using the trampolines.

Every student member using the 'Machines' area, must bring a gym towel. Also, when they move from one machine to another, they must leave the previous machine clean and dry. In the 'Machines' area, it is requested that all avoid wearing inappropriate clothing that could be considered indecent. In addition, during the free SCAN FIT 3D session and cryotherapy, wearing underwear is compulsory.

Lockers are not private and must be emptied at the end of the day. It is forbidden to all members to leave their personal belongings inside. Failing that, the MAA will have to involve a provider to open them, and the concerned member will have to pay for the fee.

## 7. OTHER

All changes of address must be notified at the reception of the MAA, or by e-mail at [info@maa-academy.ch](mailto:info@maa-academy.ch) in order to avoid eventual research fee.

The dojo and its instructors cannot be held responsible in case of damage or injury to members, caused by other club members, or any other accident occurring during the classes.

It is the responsibility of all participants to have appropriate insurance covering the practice of martial arts and combat sports.

Although the MAA is equipped with a video surveillance system, and access is secure, the dojo declines any responsibility in the event of loss or theft of members' personal belongings occurring on its property.

The entrance or the exit through the emergency exit is strictly banned when no emergency is signalled. It is the same for any other access of the club.

## 8. USE OF PICTURES AND VIDEOS

All members accept that photographs and videos of themselves may be taken during classes and events of the *Martial Arts Academy Geneva Sàrl*, and that these may be published on [www.maa-academy.ch](http://www.maa-academy.ch) website or our various social networks (Facebook, Youtube, Instagram, Viméo) in order to deliver informative, promotional and sharing results within MAA community.



An email can be sent to [info@maa-academy.ch](mailto:info@maa-academy.ch) for all access request of a picture or a video removal/rectification.

## 9. PARTIAL NULLITY

The eventual partial, total, present or future nullity of a disposal of current general Conditions does not affect the validity of other disposals.

The change of a professor during the time of the contract cannot be considered as a valuable reason for annulment, as long as the courses are taught by another professor with all the qualifications required.

## 10. APPLICABLE RIGHTS AND JURISDICTION

In the event of litigation between the club and one of its members, Swiss law is the only law applicable, and the Geneva court's jurisdiction is appropriate, with the right to an appeal to the Federal Court.

Nevertheless, the MAA can at any time assert its rights in the member's place of residence court or any other court's jurisdiction. Swiss law remains here strictly applicable.

In witness, whereof, the member has indicated their agreement by their signature below.

**DISCLAIMER: The English translation of this document is made for informational purposes only. The French version is the only legally and binding document.**