

UPRONT PAYMENTS AND BLOCK PURCHASES ARE NOT REFUNDABLE

Customer Contract,

Definitions: Service-Provider = "Xen-Do/Niedo", "we", "us" or "our";
Customer. = "you", "Member"

TERMS OF YOUR CONTRACT:

Period Of Commitment

- You are agreeing to subscribe monthly for the services provided by the Service Provider and contracting to remain a subscriber for the minimum period of the contract ("Minimum Period").
- Once you have completed the minimum number of Direct Debit payments, we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated in accordance with these provisions.
- You may cancel the automatic renewal of this contract at any time by providing at least 1 Months' notice in writing to: admin@xen-do.com
- Cancellation during your minimum term, for whatever reason, may result in you having to repay the discount you benefitted from for committing to a minimum term.
- **COOLING OFF PERIOD**
 - This contract commences once you have indicated your acceptance in the Declaration section of this contract. You have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us of this by post or email using the details provided. Alternatively, you can notify admin@xen-do.com in writing. If you exercise this right to cancel, we will reimburse you all joining, and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested plus a £25 administration fee.
 - Your subscription starts immediately.
 - You will be entitled to all the rights and privileges extended to you for the type of subscription chosen.

TERMINATION OF SERVICE, LIMITED RIGHTS TO CANCEL

- During the Minimum Period you may cancel the contract only:
 - If we continually fail to maintain the standard of service you would reasonably expect having brought this to the attention of management emailing admin@xen-do.com;
 - If we alter the operating hours of the services unreasonably resulting in, you subsequently being unable to access the services.
 - 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. *
 - If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place. *
 - If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend your payments for two months. We will then review your financial situation with you. *
 - If you become pregnant, you MUST follow your Drs advice and we are happy to suspend your membership for an appropriate period.
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***. PLEASE NOTE: points 3-6 require documentation, this can only be accepted from the date of receipt.**

FREEZE PERIODS

- Please refer to Xen-Do's full Terms and Conditions attached to your contract, a copy of which can be found on our website. A minimal charge of £5pcm will be made during frozen periods.
- 12 months (with up to a 3 month freeze period if required)
- 6 months (with up to a 1 month freeze period if required)
- Monthly rolling (no freeze period attached)
- Upfront memberships (same benefits as a 12 month minimum term contract) Block classes (same benefits as a 12 month minimum term contract)

TERMINATION PAYMENT FOR EARLY CANCELLATION

-If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").

-The Termination Payment will be the total of:

1. Any arrears.
2. Any accumulated late payment charges that have been or will be incurred; and
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period.

-You will be given credit for early payment, and this will be in the form of a discount applied against the total that you have to pay. For details of how the discount is calculated, please contact XEN-DO

MISSING PAYMENTS

-If you miss two payments, you will be deemed to have breached your contract.

GIVING NOTICE TO CANCEL

-Xen-Do's collection agency will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least 1 calendar month before the final payment of the minimum period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least 1 calendar months' notice. The notice should be in writing via our cancellation admin@xen-do.com

COLLECTING YOUR MONTHLY SUBSCRIPTIONS.

- These will be collected by a third party on behalf of Xen-Do/Niedo and will appear on your bank statement as "GoCardless Martial Arts Classes"
- Xen-Do reserve the right to change the collection agency should the need arise and undertake to notify you of the change.

- Your membership fee will be payable whilst your membership continues regardless of whether or how much you use it.
- If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or has failed, we will charge you a fee for each missed direct debit to cover our reasonable administration costs.

Terms and Conditions of your membership with Xen-Do/Niedo

1. What the terms cover

These are the terms and conditions that govern your membership at your chosen Xen-Do/Niedo Kickboxing club.

1.1. Why you should read them.

Please read these terms carefully as these terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us.

2.1. Who we are:

The Xen-Do Brand

We are Pheonix Arts Ltd. A company registered in England and Wales Our company registration number is 7035954 and our registered office is at 8 Percy Road, London N12 8BU. Our VAT number is 179322782.

The Niedo Brand

Niedo Ltd. A company registered in England and Wales. Our company registration number is 11316434 and our registered office is at 8 Percy Road, London N12 8BU.

2.2. How to contact us

You can contact us by emailing us at:

Xen-Do General Enquiries: info@xen-do.com

Xen-Do Membership Queries: admin@xen-do.com

Xen-Do Bookings: www.xen-do.com – **Book your class.**

Niedo General Enquiries: info@niedo.co.uk

Niedo Membership Queries admin@niedo.co.uk

Niedo Bookings: www.niedo.co.uk – **Book your class.**

2.3. How we contact you

If we must contact you, we will do so by telephone or by writing to you at the email address

you provided to us on your membership application form.

2.4. "Writing"

Writing includes emails. When we use the words "writing" or "written" in these terms, this means email.

3. Your Application

Our acceptance of your application will take place when either Xen-Do/Niedo or our Direct Debit company email you a copy of the contract you have entered together with both the Terms and Conditions for Xen- Do which cover your membership and the terms of your payments. The date on your contract will be your joining date.

You will then be entitled to enjoy your membership whatever package you have chosen.

4. What we require from you

- A. Read Xen/Do/Niedo's Terms and Conditions.
- B. You will be asked to sign a disclaimer, GDPR, medical, and photo consent (optional) form upon joining.
- C. It is your responsibility to inform us if there are any changes in your health that prevents you taking part in classes.
- D. Familiarise yourself with our club etiquette displayed on the wall of your dojo.

5. How long your membership will last:

- 5.1. Your membership will start on your Joining Date and will last for a minimum of 12 months/12 payments, 6 months/6 payments or a monthly rolling depending on the package you choose. All upfront and block classes purchased are valid for 12 months (an extension can be agreed on an individual basis). You cannot cancel your membership during the minimum term period chosen. If you do cancel your membership during the Minimum Term, you will breach the contract between us. Cancelling your Direct Debit does not cancel your membership. The contract and your membership will continue after the Minimum Term on a monthly rolling, which you can cancel at any time giving one month's notice. **Once your minimum term completes you will no longer benefit from the discount under your minimum term unless you renew.** For cancellation during your minimum term please see clause 8.

6. Memberships

- 6.1. Xen-Do is a members' club, and you can only train if you are a member and covered by our insurance and a license that is issued to you when joining.
- 6.2. We have a selection of packages below which can be taken **as group, personal or private classes.**

Minimum term contracts:

- 12 months (with up to a 3 month freeze period if required)
- 6 months (with up to a 1 month freeze period if required)

Monthly rolling	(no freeze period attached)
Upfront memberships	(same benefits as a 12 month minimum term)
contract) Block classes	(same benefits as a 12 month minimum term)
contract)	
Park Classes	(valid for one year from purchase or can be converted into dojo classes)
Online Classes	Book through website www.xendovirtualtraining.com

- 6.3. For adult memberships you **must be 18 years or older**. Children's memberships must be signed by a parent/guardian.
- 6.4. Freezing should be notified in writing directly to Xen-Do at admin@xen-do.com;
- 6.5. Frozen contracts will be reinstated on the agreed direct debit date automatically without further reference to the member.
- 6.6. If we accept a downgrade to your membership during your minimum term, you will be required to sign a new 12/6-month contract.
- 6.7. Your membership of the Club is personal to you, and you cannot let any person use your membership or give your membership to any other person unless we agree in writing. If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly. Any proposed replacement member would need to give us the same types of information you gave us on joining, they would need to agree to these terms, and they would be subject to confirmation of fitness. If we agree that you can transfer your membership to that other person, we will inform you in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.
- 6.8. We require a minimum of 24hrs notice of any class cancellation or you may still be charged for the lesson.
- 6.9. Missed classes must be made up within the contracted period, if, however you renew your membership and there is no break period you can transfer classes which should be endorsed on your new membership at renewal.
- 6.10. Missed classes cannot be made up during a freeze period.
- 6.11. No refunds on block or upfront payments.
- 6.12. Xen-Do/Niedo have a uniform which you are required to wear when training, a minimum of trousers and t- shirt all training kit can be purchased at your dojo or online through our website.
- 6.13. Uniform can be purchased by direct debit for easy payments, no interest is payable for members on 12- or 6-month minimum term contracts but this is not available to monthly rolling members.
- 6.14. You have a 14-day cooling off period (except for renewals) from the date you join. All memberships are paid monthly in advance.

7. Cancellations

- 7.1. Cancellations must **ALWAYS** be done in writing to admin@xen-do.com, admin@niedo.co.uk and one clear calendar months' notice is required on all memberships.
- 7.2. If cancelled during the cooling off period, you will be refunded any monies paid minus an admin fee and any classes used.
- 7.3. Freeze periods cannot be used as a notice period to cancel.
- 7.4. No refunds automatically for equipment unless unused and returned in its original packaging.
- 7.5. Any requests to cancel during your minimum term under the provisions stated in our `terms and Conditions will be dealt with fairly and on an individual basis.
- 7.6. If you joined on a 6 or 12-month minimum term plan, are still within your minimum term and we agree to cancel your membership for whatever reason you will be asked to pay the difference between the one month price and the 6 or 12 month price for the length of time you have been a member at the point of cancelling as well as your months' notice.
- 7.7. If you are still within your minimum term contract and do not satisfy any of the exceptions, you can "buy out" of the remainder of your minimum term and a discount will be applied depending on the period remaining.
- 7.8. Cancellations and any other changes to your membership could be liable to an administration fee.
- 7.9. All dojo etiquettes must be adhered to, non-compliance may result in us terminating your membership

8. . Enforcing Contracts

8.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to allow you to access the Club, we can still require you to make the payment at a later date.

9. Our right to make changes to club facilities.

1. There may be occasions where we must close all, or part of, the dojo where you train. In such circumstances, you will not be entitled to any partial or full refund. We will endeavor to advise you in advance where possible unless the issue is urgent or an emergency. Where possible we will try to ensure that any such closures are in off peak hours and are kept to a minimum.
2. We will not be liable for or responsible for any failure to perform any of our obligations under this agreement which are caused by any event that is outside our reasonable control.
3. All members will be emailed a copy of the contract they have entered together with the T & C from Xen-Do/Niedo..

4. Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability, we strongly recommend you seek advice from a doctor first.
5. We reserve the right to modify the Terms at any time, at our sole discretion. Updated Terms and Conditions will appear on our website.

10. How we use your personal information:

10.1. We will keep and use the personal data that we collect including names, addresses, email addresses, telephone numbers and where appropriate financial details. All this information is kept securely, and all security measures have been implemented and are followed to ensure that your information is securely used and stored. We will not share your information with any third party other than as detailed in our Privacy Policy. The information that you give to us will only be kept for no longer than is necessary as detailed in our Privacy Policy.

11. Other important terms

- 11.1. **We are not responsible for things outside our control** If our performance of our obligations under the contract is affected by an event outside our control, we will not be liable to you for this provided we try to work around the issue.
- 11.2. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organization, provided that the other organization we transfer our rights and obligations to is of broadly equal standing and reputation to us.
- 11.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.