



**Sprint Martial Arts LLP
Trading as Sprint Martial Arts**

Terms & Conditions

**Company Number
0C356848**

TERMS & CONDITIONS

1 Interpretation

- 1.1 The definitions in this clause apply to these Terms:
- 1.1.1 **Force Majeure Event:** shall have the meaning given in clause 9.
 - 1.1.2 **Code of Conduct:** the Sprint Martial Arts Martial Arts code of conduct as amended from time to time.
 - 1.1.3 **Contract:** means the contract for the Services consisting of the Course Enrolment Form and these Terms.
 - 1.1.4 **Course Enrolment Form:** the form to which these Terms are attached or referred to and setting out your order for the Services.
 - 1.1.5 **Premises:** Suite 1, first floor 80-81 victoria road surbiton KT6 4ns or such other premises as are referred to in clause 3.7.
 - 1.1.6 **Services:** the Freestyle kickboxing tuition and related services that we are providing to the Student as set out in the Course Enrolment Form.
 - 1.1.7 **Student:** means the person specified as the student in the Course Enrolment Form.
 - 1.1.8 **Terms:** the terms and conditions set out in this document.
 - 1.1.9 **we/us:** [Sprint Martial Arts LLP registered in England under number OC356848] and **'our'** shall be interpreted accordingly.
 - 1.1.10 **Website:** www.sprintmartialarts.co.uk or www.sprintmartialarts.com or such other website as we may notify you in writing and their associated pages directly or indirectly linked to such domain names and having the domain name as part of their URL.
 - 1.1.11 **writing or written:** includes e-mail.
 - 1.1.12 **you:** the person who has signed the Course Enrolment Form (being the Student or, if the Student is under 18 years, the parent/guardian).
- 1.2 Headings do not affect the interpretation of these Terms.

2 Basis of sale

- 2.1 We consider these Terms, the Course Enrolment Form and our price list to set out the whole agreement between you and us for the supply of the Services.
- 2.2 Please check that the details in these Terms and on the Course Enrolment Form are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
- 2.3 Please ensure that you read and understand these Terms before you sign the Course Enrolment Form, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.7.
- 2.4 Any advertising we issue, and any descriptions or illustrations contained on our Website or in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.
- 2.5 If any of these Terms are inconsistent with any term of the Course Enrolment Form, the Course Enrolment Form shall prevail.
- 2.6 The Course Enrolment Form is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 2.7 These Terms shall become binding on you and us when:
- 2.7.1 we sign the Course Enrolment Form; or
 - 2.7.2 we issue you with written acceptance of an Course Enrolment Form; or
 - 2.7.3 we commence providing the Services.
- whichever is the earlier, at which point a contract shall come into existence between us.
- 2.8 We may assign a student number to you and advise you of it. Please quote the order number in all subsequent correspondence with us relating to the Course Enrolment Form or the course.
- 2.9 We have the right to revise and amend these Terms from time to time to reflect changes in relevant laws and regulatory requirements. You will be subject to the

policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the Services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Course Enrolment Form without penalty before the new Terms affect you.

3 The Services

- 3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- 3.1.1 conform in all material respects with their description;
 - 3.1.2 are carried out with reasonable care and skill;
 - 3.1.3 comply with all applicable statutory and regulatory requirements for supplying the Services in England.
- 3.2 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.
- 3.3 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 3.4 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Course Enrolment Form by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 3.5 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.
- 3.6 The Services will be provided at the Premises.
- 3.7 We shall have the right to change the location of the Premises on giving you 14 days notice, provided the new location is not more than 10 miles from the current Premises.

4 Provision of Services

- 4.1 We will supply the Services from the date set out in the Course Enrolment Form.
- 4.2 The Services will be supplied for the period set out in the Course Enrolment Form or until otherwise terminated in accordance with these Terms.
- 4.3 We do not guarantee any particular instructor will provide all or any part of the Services, we may change the instructor at any time.
- 4.4 We will make every effort to run classes, assessments and any other events relating to the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.
- 4.5 We reserve the right to change the times and dates of the Services, subject to clause 4.6 and 9, we will provide at least 14 days notice by any of the following means: on our Website, by letter, by email or sign at the Premises.
- 4.6 We may have to suspend the Services if the instructor or any other supervisor is unavailable (for example, but not limited to, illness or accident) or if we have to deal with technical problems. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 4.7 We are not obliged to provide Services:
- 4.7.1 on days which are bank or public holidays in England; and
 - 4.7.2 at any time during any period or periods amounting in total to no more than five weeks per calendar year, which we may at our discretion specify.

The price for the Services takes account of the non-provision of Services at such times.

- 4.8 We are not obliged to provide more than two hours a week of tuition to any student, any tuition in excess of this is at our discretion and such excess tuition may be reduced, withdrawn or increased at our discretion.
- 4.9 If the Student has not achieved the grade stated in the Course Enrolment Form notwithstanding that the Student has completed the number of hours we would normally expect would be sufficient to attain the grade, we may at our absolute discretion provide further services either at a reduced fee or free of charge to facilitate the attainment of such grade.

5 Defective Services

- 5.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible after we have carried them out. We may then:
- 5.1.1 provide you with a full or partial refund depending on what is reasonable; or

5.1.2 re-perform the Services.

5.2 These Terms will apply to any replacement Services we supply.

6 Intellectual Property Rights

6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you or the Student in connection with the Services will belong to us absolutely.

6.2 You may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

7 Price and Payment

7.1 The price of the Services will be the course fee as set out in the Course Enrolment Form or, if we have not provided a price on the Course Enrolment Form, in our price list in force at the time we confirm your Course Enrolment Form.

7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Course Enrolment Form and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 Grading is optional and is not included in any course prices (whether in any quotation, price list or the Course Enrolment Form) unless otherwise expressly stated.

7.4 Where you have agreed to pay the course fee in instalments by direct debit, this is intended to facilitate payment of the full amount of the course fee and does not confer any additional right to terminate this Contract or avoid making payment of the course fees. If you fail to pay an instalment when due, we shall have the right to require you to pay the balance of the total course fee on demand.

7.5 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

7.6 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding services under any other course enrolment form until you have paid the outstanding amounts.

7.7 Clause 7.6 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

8 Limitation of Liability

8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

8.2 Neither of us shall be responsible for indirect losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

8.2.1 loss of income or revenue;

8.2.2 loss of profit;

8.2.3 loss of business;

8.2.4 loss of anticipated savings; or

8.2.5 loss of data.

However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your (or the Student's) physical property.

8.3 Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £1000 plus all fees paid for the course.

8.4 This clause does not exclude or limit in any way our liability for:

8.4.1 death or personal injury caused by our negligence; or

8.4.2 fraud or fraudulent misrepresentation; or

- 8.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 8.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 8.4.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9 Events Outside Our Control

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**Force Majeure Event**).
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - 9.2.1 strikes, lock-outs or other industrial action affecting our third party suppliers; or
 - 9.2.2 civil commotion, riot, invasion, vandalism, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 9.2.3 adverse weather conditions; or
 - 9.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 9.2.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 9.2.6 interruption or failure of utility services, including, but not limited to, electric power, gas, or water.
- 9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10 Termination

- 10.1 Without limiting its other rights or remedies, each party (being either you or us) may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach.
- 10.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
 - 10.2.1 you or (the Student) die or, by reason of illness or incapacity (whether mental or physical), you (or the Student) is incapable of managing your (or his/her) own affairs or becomes a patient under any mental health legislation
 - 10.2.2 you fail to pay, the course fee when due (or any part of it) and do not pay it within 14 days of us notifying you in writing that the amount is overdue;
 - 10.2.3 the Student's conduct (including, but not limited to non-compliance with an instructor's reasonable instructions) endangers the health or safety of the Student or others;
 - 10.2.4 the Student's conduct (including, but not limited to non-compliance with an instructor's reasonable instructions) unfairly disrupts the tuition of other students;
 - 10.2.5 the Student materially or repeatedly breach the Code of Conduct.
- 10.3 Termination will not affect your or our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms
- 10.4 If the Student moves home address so that the Student is permanently living more than 15 miles of the Premises, subject to clause 10.5 (below) you shall have the right to give one month's written notice to cancel the Contract.
- 10.5 Two forms of proof of permanent relocation are required for cancellation of contract, these are:
 - 10.5.1 utility bill (gas, electricity, telephone, water)
 - 10.5.2 bank/building society Statement (no online/bank branch print-offs)
 - 10.5.3 credit card Statement

- 10.5.4 Council tax bill/council rent book
 - 10.5.5 HM Revenue and Customs statement
 - 10.5.6 state pension book
 - 10.5.7 benefit/family credit book
 - 10.5.8 passports (where the address has been officially entered by the issuing authority)
 - 10.5.9 national identity card with address
 - 10.5.10 driving licence with address
 - 10.5.11 Home Office permit to stay
 - 10.5.12 university certificate for hall of residence (stamped and signed by institution)
 - 10.5.13 TV licence
 - 10.5.14 firearms licence.
- 10.6 If the Student is unable to participate in physical activity as a result of permanent injury, you shall be entitled to cancel the Contract on one month's notice in writing. Written proof from a practising medical doctor stating that the Student is currently not able, nor will be able during at any time during which the Services are to be provided, be able to take part in physical exercise normally associated with martial arts.
- 10.7 For the avoidance of doubt, you shall not be entitled to terminate this contract by reason of lack of interest, change of working hours/location or your (or the Student's) ability to be available to receive the Services at the time or location they are provided.
- 10.8 Where termination occurs pursuant to clause 10.2.1, 10.4 or 10.6 we will refund course fees to the extent paid in advance for services which will not be received, we shall have the right to refund the total amount in equal monthly instalments over a one year period.

11 Assignment

- 11.1 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

12 Notices

- 12.1 All notices sent by you to us must be sent to Suite 1 first floor 81-83 victoria road surbiton kt6 4ns. We may give notice to you at either the e-mail or postal address you provide to us in the Course Enrolment Form. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

13 Data Protection

- 13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

14 General

- 14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 14.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.