



## Terms & Conditions

These are the terms and conditions for Hertz Grappling. An agreement between Hertz Grappling and the client.

## Membership Terms and Conditions

Hertz grappling is committed to providing a high-quality service to all members and the following information has been produced to ensure that all members are assured of an enjoyable and safe experience for every visit.

### 1. Release of Liability

- 1.1. The Clients acknowledgement and assumption of risk and full release from liability of Hertz Grappling- the client acknowledges that the training programmes hereunder includes participation in strenuous physical exercise, including but not limited to running, aerobic conditioning exercises and live sparring.
- 1.2. The Client acknowledges these physical activities involve the inherent risk of physical injuries or other damages, including but not limited to- heart attacks, muscle strains, pulls or tears, broken bones, heat exhaustion, skin abrasions, and any other injury or illness, soreness or injury caused, occurring during or after clients participation in the physical activities.
- 1.3. The Client further acknowledges that such risks include, but are not limited to, injuries caused by the negligence of an instructor or other person, defective, or improperly used equipment, over exertion, slip and fall by the Client or an unknown health problem of the Client.
- 1.4. The Client agrees to assume all risk and responsibility arising from participation in the physical activities. The Client affirms that they are in good physical condition and do not suffer from any disability that would prevent or limit participation in the physical activities.
- 1.5. The Client acknowledges participation will be physically and mentally challenging and the Client agrees that it is the responsibility of the Client to seek appropriate medical advice regarding any concerns or questions concerning the ability of the Client to participate in Hertz Grappling Classes.
- 1.6. By reading this agreement, the client affirms that he/she/they are capable of participating in the physical activities. The Client agrees to assume all risk and responsibilities for exceeding his or her physical limits.



- 1.7. The Client, on Behalf of the Client, his or her heirs, assigns and next of kin, waives any claims against and releases Hertz Grappling – including its owners, employees or other authorised agents from any and all liability, claims and/or causes of action that the Client may have for injuries or other damages of any kind, including but not limited to punitive damages, arising out of participation in Hertz Grappling activities.
- 1.8. The Client is advised to not participate in any strenuous physical activities for which they may be medically unfit. Any Clients who have any reservations as to their physical condition are advised to have a medical check-up prior to embarking on any physical activity.
- 1.9. The Client recognises that an examination by a physician should be obtained prior to any involvement in any exercise or physical programme. If the Client has chosen to not obtain a physician's permission prior to beginning training at Hertz Grappling, the Client acknowledges and agrees this is at their own risk.
- 1.10. Appropriate clothing must be worn at all times, this includes the jiu jitsu uniform (kimono) and belt for all Gi classes and clothing appropriate for no-gi which includes T shirt, rash-guard, shorts and leggings/spats. No zippers or pockets are permitted.
- 1.11. Access to the gym and booking classes can be carried out using the online booking system on the website.

## 2. Gym Membership Agreement Services

- 2.1. The service requested is for martial arts tuition and instruction and coaching designed to develop your knowledge and skills in Brazilian Jiu Jitsu, submission grappling and improve your fitness.
- 2.2. The agreement is for coaching services over a specific period of time during which the member is eligible to partake in any and all techniques/activities in accordance with their membership package.
  - 2.2.1. This can include an agreement for a specific number of classes, seminars or coaching lessons during the agreed upon period.



### 3. Clients Right to Cancel

- 3.1. The Client may cancel this agreement at any point in time by giving at least 10 days written notice. Only after the notice period will the date of cancellation be effected and the client agrees to pay any membership dues until termination/cancellation date.
- 3.2. Exceptions:
  - 3.2.1. By reason of death or serious disability where the Client is unable to receive all Hertz Grappling services for which the client has contracted, then:
    - 3.2.1.1. The 10-day notice period does not apply;
    - 3.2.1.2. The Client or the Client's Estate shall be relieved from the obligation of making payment for services other than outstanding payment liable prior to death or onset of disability.
    - 3.2.1.3. Note: Disability is subject to signed Doctor's Note regarding the nature of disability.

### 4. Clients Right to Freeze Membership

- 4.1. Subject to article 4.b., the Client may request to put their membership on hold, or "freeze membership", for a minimum period of 1 calendar month up to a maximum period of 3 calendar months. To freeze the membership, the Client:
  - 4.1.1. Must make the request in writing and send to [info@hertzgrappling.com](mailto:info@hertzgrappling.com); and
  - 4.1.2. Must make the written request at least 10 working days in advance of the intention to freeze the membership. There can be no retrospective 'holds' on the membership. If the membership is not reactivated within 3 months, it will be cancelled.
- 4.2. If the Client requests to freeze his/her/their membership by reason of injury, sickness, pregnancy or birth, the duration of the membership freeze and commencement date of membership may be mutually determined between Hertz Grappling and the Client.
- 4.3. There can be no retrospective 'holds' on the membership.
- 4.4. If the membership is not reactivated within 3 months, it will be cancelled without prior written notice.



## 5. Clients Default

- 5.1. The Client shall be deemed in default of this agreement upon the failure to comply with any of the terms and conditions of the agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Hertz Grappling shall have all rights and remedies available, including termination of this agreement and institution of an action for all applicable damages.
- 5.2. If Hertz Grappling delays or refrains from exercising any rights under this agreement, Hertz Grappling does not waive, nor will Hertz Grappling lose those rights, subject to limitations provided under the law. If Hertz Grappling accepts late or partial payments from the Client, Hertz Grappling does not waive the right to receive full and timely payments and other charges due under this agreement.
- 5.3. The Client agrees that all terms and conditions of this agreement shall be binding upon the heirs, personal representatives, lawful successors, and assigns of the Client, and anyone claiming by or through the client.

## 6. Enforceability

- 6.1. The parties agree that if any provision or portion of this agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect. However, the Client specifically agrees all the terms and conditions are to be enforced and the client specifically waives any statute, or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this agreement.

## 7. Legal Fees

- 7.1. In the event either party finds it necessary to commence litigation or other court action to enforce the terms and conditions of this agreement, the prevailing party in such litigation or court action shall be entitled to receive their actual lawyer's fees incurred, together with court costs, and other charges from the other party as a part of any ruling or judgement.

## 8. Membership Fees

- 8.1. Membership fees shall be fixed by Hertz Grappling and may be altered at any time. Members will be notified (via email) of any changes in the fees prior to the date of the alteration.
- 8.2. On payment of membership fees, a member is entitled to use the Hertz Grappling facilities with the frequency of use relating to the membership type.



- 8.3. The first membership subscription shall be due and payable on the signing of this agreement and will prorate accordingly if not taken out on the 1st of the month, Subsequent membership subscription shall be due and payable depending on what day of the week the date falls on.
- 8.4. All membership applications, PAR-Q and waivers must be completed prior to any physical activity starting.
- 8.5. Hertz Grappling reserves the right to reject an application for membership, or refuse admission, without need for providing any reason.
- 8.6. Membership fees are payable according to the membership type selected.
- 8.7. Membership upgrades can take place immediately, membership downgrades require 30 days notice as per section 3.1.
- 8.8. Hertz Grappling does not offer refunds after membership has commenced, consideration will be given, on a case to case basis, in exceptional circumstances such as injury, death and/or pregnancy.

## 9. Direct Debit and Recurring Card Payments

- 9.1. Monthly Direct Debits and Recurring Card Payments are a full binding contract between Hertz Grappling and the member and will automatically continue until Hertz Grappling is notified otherwise.

## 10. Use of the Facilities

- 10.1. A member is entitled to use Hertz Grappling facilities at any time per their membership package. However, Hertz Grappling may, at any time, and with notice whenever practicable, withdraw all, or parts of, its facilities for use for any required period to undertake any cleaning, repair, alteration, maintenance, or other services needed to be done to ensure the upkeep of the facilities, or for any other reasons beyond the control of Hertz Grappling.
- 10.2. Hertz Grappling will ensure that any disruptions will be kept to a minimum to ensure each Client's continued enjoyment and use of the facilities.

## 11. Smoking and Vaping

- 11.1. Please note that Hertz Grappling has been designated a non-smoking or vaping environment. The whole site is a no smoking site.

## 12. Social Activities

- 12.1. Hertz Grappling reserves the right at any time, and without notice, to set aside facilities for exhibitions or other social activities.



- 12.2. Hertz Grappling will ensure that any disruption to the Client's use of the facilities will be kept to a minimum.

### 13. Fire Emergency plan

- 13.1. In the event of a fire, members are asked to make their way, in an orderly fashion, to the nearest available exit which are clearly marked, and convene outside the facility.
- 13.2. Members are advised not to fight the fire but leave the premises and call the fire brigade. There are fire extinguishers located in key risk areas within the building should it be necessary to combat flames.

### 14. Medical Emergency plan

- 14.1. In the event of a medical emergency, the first aider on duty will assess the medical need and provide treatment and call for help.
- 14.2. Members with relevant training are encouraged to help and call for the ambulance service.

### 15. Lost property

- 15.1. All lost property found on the premises should be handed to the coach on site or, in their absence, to the duty manager.

### 16. Liability and loss

- 16.1. Hertz Grappling liability for loss or damage to members' property is strictly limited to any damage or loss suffered as a result of negligence of Hertz Grappling, its staff or agents. Without exception Hertz Grappling will not accept liability for money, valuables or other personal property of members.
- 16.2. Hertz Grappling reserves the right, at its absolute discretion, to refuse to store any such personal property of members. Property stored at Hertz Grappling is stored at the owner's risk and no liability for the loss or damage thereto will be accepted by the gym.
- 16.3. The gym does not accept any liability for any accident to any member or guest that may occur on the premises other than the liability which may arise from negligence of Hertz Grappling, its staff or agents.
- 16.4. Any member who suffers an accident on the premises must report the accident, and the circumstances under which it occurred, to a staff member immediately following the accident.
- 16.5. Hertz Grappling, its trainers or other employees, servants or agents (including every independent contractor from time to time employed by Hertz Grappling)



shall not, in any circumstance, be under any liability whatsoever to the applicant for any loss, damage or injury (including death) whether accidental or otherwise of whatsoever kind arising during, or resulting from, participating in the exercise programme.

## 17. Termination or Suspension of Membership

- 17.1. Subject to the provision of Item 3, you may cancel your membership at any time.
- 17.2. Cancellation must be made on or before the payment date of which your payment to Hertz Grappling is taken before the next payment would have been due. Hertz Grappling is not liable to refund any monies should the receipt of cancellation not be received in accordance with this clause. The request to cancel the membership must be made in writing to [info@hertzgrappling.com](mailto:info@hertzgrappling.com).
- 17.3. Hertz Grappling reserves the right to refuse admission, expel, or suspend any member forthwith if any member shall:
  - 17.3.1. Cause nuisance or annoyance to other gym members or guests;
  - 17.3.2. for any breach of Hertz Grappling code of conduct, rules or misuse of gym facilities;
  - 17.3.3. for any other reason which Hertz Grappling may deem appropriate.

## 18. Suspension of membership

- 18.1. Suspension for medical reasons will require support in writing from your doctor and will only apply from the date of receipt of the letter. A letter from your doctor will be required on your return to fitness.
- 18.2. All suspensions are at the discretion of the management.

## 19. General

- 19.1. Members must, at all times, observe the membership rules and Gym Rules, and comply with any reasonable directions which the director/manager/coach/trainer may give to ensure the smooth and safe operation of Hertz Grappling, the facilities and the convenience of members.
- 19.2. Any dispute or difference which may arise with regard to the interpretation of these rules shall be determined by the directors whose decision shall be final.



- 19.3. Hertz Grappling reserves the right to amend these rules and all tariff charges at any time and without notice to the individual members although notification of the change will be displayed by Hertz Grappling through email. If any provision in these rules is declared illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

## 20. Data Protection Act

- 20.1. Hertz Grappling abides by the principles of the Data Protection Act 1998 and will take all necessary steps to store your information safely and securely. Hertz Grappling will not use any of your information other than for the purposes listed below:
- 20.1.1. administering your membership; and
  - 20.1.2. notifying you of any leisure activities organised by Hertz Grappling or external partners.
- 20.2. By signing and returning the membership form, you will be deemed to have provided your explicit consent to the processing of information you have provided, including any sensitive and personal information.

## 21. Media Release

Hertz Grappling would like to occasionally take photographs and videos during training sessions and publish them on social media accounts, marketing flyers and the club's website.

Hertz Grappling understands that the client may not want to have their / their child's photos or videos taken and shared. Please fill out the Media Release Opt-Out form to let Hertz Grappling know if the client does not want their / their child's photos, videos published and shared.

## 22. Governing Law and Jurisdiction of the Courts

- 22.1. This agreement shall be governed by and construed with UK Law and the parties agree to submit any disputes to the exclusive jurisdiction of the Courts of the United Kingdom.