

# KMA Martial Arts Membership



Please complete and hand in at class or email a scanned copy to Enquiries@KidsMartialArts.co.nz

## Member Details Member Number: **K**

First Name <input type="text"/>	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>
Last Name <input type="text"/>	Phone - Home <input type="text"/> - <input type="text"/> - <input type="text"/>	
Mailing Address <input type="text"/>	Height in cm (for uniform) <input type="text"/>	
Suburb <input type="text"/>		
Parents Name(s) <input type="text"/>	Phone - Mobile <input type="text"/> - <input type="text"/> - <input type="text"/>	
Email Address <input type="text"/>	How did you hear about us? <input type="checkbox"/> Flyer <input type="checkbox"/> Newspaper <input type="checkbox"/> Phone Call <input type="checkbox"/> <input type="checkbox"/> Friend <input type="checkbox"/> School Advert <input type="checkbox"/> Member <input type="checkbox"/>	

## KMA Membership —TERM 2 2018 (1 night p/w)

Term Pricing (PLEASE CIRCLE ONE)	Week 1 (30/04)	Week 2 (07/05)	Week 3 (14/05)	Week 4 (21/05)	Week 5 (28/05)	Week 6 (04/06)	Week 7 (11/06)	Week 8 (18/06)	Week 9 (25/06)	Week 10 (02/07)
Age 5 to 9	\$120	\$108	\$96	\$84	\$72	\$60	\$48	\$36	\$24	\$12
Age 10+	\$150	\$135	\$120	\$105	\$90	\$75	\$60	\$45	\$30	\$15
KMA Parent Training	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
5 Week M/A Challenge	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55	\$55
<b>AMOUNT CIRCLED ABOVE (A):</b>										
<b>20% Family Discount Should You Already Have Another Full Paying Kid (excl. 5 week challenge) (B):</b>										
<b>Initial Joining Fee For All New Students (C): (Cross Out for 5 Week Martial Arts Challenge Kids)</b>	<b>\$75</b>					Includes Uniform, T-Shirt, Manual, and Belt.				
<b>TOTAL TERM FEE (A - B + C):</b>						Internet Banking: Kids Martial Arts Ltd Account: 03 0180 0178593 00				

## Outram Hall Class Time - TIGER Membership - Please tick;

Class	Monday	Tuesday	Wednesday	Thursday
Age 5 - 9	N/A - Orange Sash +	3:30 - 4:15 <input type="checkbox"/>	N/A - Orange Sash +	3:45 - 4:30 <input type="checkbox"/>
Age 10+	N/A - Orange Sash +	4:15 - 5:15 <input type="checkbox"/>	N/A - Orange Sash +	4:30 - 5:30 <input type="checkbox"/>
KMA Family Class		<input type="checkbox"/>		<input type="checkbox"/>

**NB: A Uniform is provided. Grading Fees, Cert's, & Manuals are Included. Membership can be cancelled at the end of a term**

I declare that the information in this Membership Contract is true and correct and I agree to be bound by the terms and conditions outlined above and on the reverse of this form.

Parent Signature

Signed on behalf of Kids Martial Arts Ltd

Date  /  / 2018

# TERMS AND CONDITIONS OF THE KIDS MARTIAL ARTS MEMBERSHIP CONTRACT

## 1. PARTIES TO CONTRACT

The "Facility" means the organization providing the service for which the Member is paying being Kids Martial Arts Ltd.

The "Member" means the parent or party signing this Contract on behalf of their child.

All communication relating to this Contract is to be sent directly to Kids Martial Arts Ltd, P.O. Box 65290, Mairangi Bay, Auckland, 0630.

The Member acknowledges that Kids Martial Arts Ltd collects the Membership Installments due under this Contract in return for entitlement for the Member to use the Facility and be taught the Kids Martial Arts curriculum. For the term of this Contract. For the purposes of the Contracts (Privity) Act 1982 the Member acknowledges that all rights of the Facility pursuant to this Contract are able to be enforced by Kids Martial Arts Ltd. The Member also acknowledges that there is no credit or interest component to the installments being paid.

## 2. PAYMENTS

The Member agrees to pay the term fee amount until this Contract is terminated in accordance with clause 3.

## 3. TERMINATION OF MEMBERSHIP

This Contract shall continue indefinitely until such time as the Member requests Kids Martial Arts Ltd to cancel at the end of a school term, after all installments and fees due up to the date of termination have been paid.

## 4. PRIVACY

The Member acknowledges that personal information collected by or held by the Facility or Kids Martial Arts Ltd may be used to make offers to the Member. If you prefer not to receive these please send your name and address with the appropriate direction to Kids Martial Arts Ltd. The Member also authorizes the Facility or Kids Martial Arts Ltd to contact the Member for any purpose. The Member has the right under the Privacy Act 1993 to obtain access to and to request correction to any personal information concerning the member held by the Facility or Kids Martial Arts Ltd.

## 5. LIABILITY

To the extent permitted by law, the Facility, Kids Martial Arts Ltd, and its Instructors shall not be liable or responsible to the Member for any direct, indirect or consequential injury, loss, or damage to the Member or the property of the Member whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.

## 6. MEMBERSHIP REGULATIONS

It is prohibited for any member to conduct, purchase or subscribe to any commercial business or activity or solicit any business competitive with that of Kids Martial Arts Ltd and The Facility without prior, express, written consent.

## 7. DEBT COLLECTION

The Member authorizes Kids Martial Arts Ltd to notify any debt collection/credit reporting agency upon default by the Member in regard to any obligation under this Contract. Should this occur the full balance for the notice period including any current arrears shall be immediately due in full. The Member agrees to pay any and all costs incurred as a result of debt collection including the commission charged by the debt collection agency (approx an additional 25% of the outstanding debt as previously calculated).

## 8. ENTITLEMENT

The Member acknowledges that provision of services provided by the Facility may change and for the purposes of this Contract is based on "entitlement" to tuition and use, and not on actual tuition and use. The Member agrees to be bound by the rules and conditions of the Facility. The Facility and/or Kids Martial Arts Ltd may remove the entitlement of tuition and use of the Facility if the Member fails to comply with the rules of conduct of the Facility or fails to make payment of any fee on the due date.

## 9. PROVISION OF SERVICE

Change of location or ownership or the name of the Facility does not absolve the Member of the responsibilities under this Contract.

## 10. PUTTING MEMBERSHIP ON HOLD

Unless otherwise agreed with the Facility, the Member is entitled to put their membership on hold for a period of up to eight weeks each year. During this period no monies for membership shall be due to Kids Martial Arts Ltd.

## 11. ENTIRE AGREEMENT

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, the Facility, and Kids Martial Arts Ltd relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding, and arrangement relating thereto whether written or oral.

## 12. CLASS SIZES

Classes are limited to 20 students per class. There may be extra students attending Gradings which take place from time to time, and during Public Holiday weeks (see clause 14).

## 13. SCHOOL HOLIDAYS

The school closes over the school holiday breaks. The tuition fees cover the school term only. From time to time school holiday programmes may be available.

## 14. PUBLIC HOLIDAYS

Members will be notified in advance whether classes will run on public holidays or not. Those Members affected may attend a class on another day that week.

## 15. OCCASIONAL ABSENCE AND SICKNESS

There is no credit or refund for occasional sickness or class absence. If the Member is unable to attend for a period of time it is suggested they put their membership on hold.