

TERMS AND CONDITIONS OF THE SOUTH EAST SELF DEFENCE
MEMBERSHIP AGREEMENT

The following conditions must be read carefully.

1. Interpretation

"The Applicant", "Student", "Customer", "Member" means the individual who signs this contract and agrees to be bound by its terms and includes a guardian of that individual if the individual is less than 18 years of age or any member using classes that has not yet signed the agreement but is aware of the agreement.

"SESD", means South East Self Defence P/L as Trustee for The Phoenix Trust.

2. Acceptance

I, (full name) _____

Of (residential address) _____

I, (full name of guardian) _____

Of (residential address of guardian) _____

The Applicant hereby agrees to be bound by the terms of this contract with South East Self Defence and the persons named and described in schedule 1, hereinafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities for Martial Arts, to instruct me in Martial Arts and related activities ("the service") upon and subject to the following terms and conditions.

Services

SESD has the right to add, change or delete Services, amenities and facilities, as they deem reasonably necessary. SESD schools may have cause to be closed in the event that SESD deem it necessary. Such events, man-made or natural, that cause this to happen, will prevent SESD's operation to be beneficial or safe.

Payments

SESD uses "PaySmart" an external direct debit billing agency, for both parties convenience. The member agrees to pay the start-up fees – initial installment set out over leaf (this is a once off payment), standard tuition payments, that are debited fortnightly and will begin in accordance with the date filled out overleaf. Note - Payments per fortnight are the annual membership tuition divided by twenty-six. Any other payment option must be approved by SESD. Fees may be notified to the applicant by email or memorandum or by notice displayed in the provider's premises or premises occupied by the provider or verbally. A member responsible for the fees is to make sure that funds are available on the debit date and are reminded that insufficient funds will usually attract a fee. It is possible that due to public holidays, fees may be taken the business day prior to the public holiday.

Membership

Members should understand that SESD offers a membership as opposed to a "per lesson" deal. The casual rate is \$20.00 per lesson Junior and \$25 for Seniors. The usual membership and all payments associated with the membership are "until further notice" (unless otherwise approved by SESD). Membership includes benefits other than just lessons and each Membership level includes a discount to allow for some missed lessons as well as the closure of all facilities for 2 weeks at Christmas. It is the Customers responsibility to attend their classes, payments will continue whether they attend or not (unless otherwise approved by SESD) and there are no refunds for unused lessons on cancellation of membership. SESD can cancel at any time, any membership, should it see fit. Term memberships are a limited membership and have specific conditions additional to this agreement.

Alteration / Termination of Membership

The Customer's current agreement will continue indefinitely until the Customer provides 14 days written notice to SESD. All payments falling due in this notice period must be paid in full. Cancellations cannot be backdated. All requests to cancel this agreement must first be made to SESD in writing. After the 14-day notice period is over, no further payment will be deducted from the Customer. If a member has paid up in full, there is a no refund policy. Any alterations to the current Membership that the Customer has agreed to, will require 14 days written notice to SESD. Any missed classes are forfeited on membership cancellation.

Catch up policy

South East Self Defence offer catch up classes to those students who miss their regular sessions. Students who are owed classes during the term have until the end of the closest school holiday period to make them up. After that they are deemed forfeited unless by **prior** arrangement with SESD. Students are responsible for monitoring their own missed lessons. Students are encouraged to make up any classes they miss in that period.

Students can use any class relative to their age and rank to catch up missed classes. Kids can use holiday camps to catch up missed lessons however a small fee is applied depending on the amount of lessons being caught up.

Photos, Video, Audio Release

The Customer agrees that SESD may take photographs and may take video and audio material of Students classes and School Events, and that these materials may be used for display, promotion, and/or advertising, or sold for profit, and the Customer hereby waives any compensation to which they may otherwise be entitled for appearing in such materials.

Health Status

The customer acknowledges that no staff at SESD are medically trained or qualified and that the Customer is responsible for monitoring and managing his/her own medical condition and obtaining medical advice as to participation in the programs provided by SESD. The Customer further and absolutely understands that they must disclose any relevant medical conditions, which may affect their training.

Insurance: The initial enrolment fee includes an insurance levy which is renewed on the 1st of July each year. At this time a notice will be provided on a notice board or by public announcement in school. The annual insurance is compulsory and is applied to every current student even if their membership is on hold. The annual insurance levy may vary each year. The student understands that on the nearest debit to the 1st of July the insurance levy will be added to their existing debit. The student is responsible for making sure that there is sufficient funds available to process the extra fee. Any student not having a direct debit arrangement is responsible for paying their insurance by that date.

Exclusion of Applicant – The Applicant warrants that a medical practitioner or any person or entity including a Martial Arts Club has not at any time excluded him or her from Martial Arts.

Rights of a Consumer – If the Trade Practices Act 1974 or similar state laws apply to this agreement then certain terms may be implied into this contract which operates for the benefits of the Applicant. Under the provision of that legislation, those terms and rights, and any liability of the supplier flowing from them, cannot be excluded, restricted or modified by any provision of the contract.

PLEASE NOTE THE FOLLOWING:

If the Trade Practices Act 1974 or similar state laws operate so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of the offer for breaches of those warranties is limited to:

- (i) The re-supply of Martial Arts instruction and related activities.

Waiver and Indemnity – In all other cases and except where inconsistent with the above, the Applicant for him/herself, his/her executors, administrators, dependents and other personal representatives, hereby absolves and indemnifies the providers and all their servants, agents, employees and other students or persons under the providers control (“the indemnified”) from all liability howsoever arising for injury or damage (including but not limited to the Applicant’s person, whether fatal or otherwise, property and belongings) however caused including by the negligence of the indemnified, arising out of or participating in Martial Arts or in connection with Martial Arts or in any way caused by, or arising out of, any activity carried on by the indemnified.

I, the Applicant, have been advised and understand that the practice of Martial Arts is potentially dangerous. I, the Applicant, agree to occupy and use the premises of South East Self Defence at risk To myself and release to full extent permitted by law Allan James Waddell of South East Self Defence and it’s agents, servants, contractors, assistants, volunteers and employees from all claims and demands of every kind in or resulting from any accident or damage to property or injury or death to myself while undertaking training in Martial Arts with South East Self Defence.

(a) **Martial Arts done at Applicants own risk** – Any person training martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by this school are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

(b) **Martial Arts not taught by Applicant** – The Applicant agrees that he/she is in no way qualified or authorized to teach Martial Arts publicly or privately in any way whatsoever for personal, monetary or any form of gain whatsoever unless with written authorization of Allan James Waddell.

(c) **Acceptance** – Performance of the provider’s obligations under the contract may be effected by any one or more of the providers either jointly or severally.

(d) **Governing Law** – Any agreement entered into pursuant to this acceptance is to be governed by the laws of the state of Queensland and the courts of Queensland shall have exclusive jurisdiction to entertain any action in respect of any such agreement.

(e) **Statement of understanding** – I, the Applicant have read, or have had read to me the above conditions and having understood the same, I consent to the activities proposed.

Signed (Applicant) _____

Dated this _____ Day of _____ 20 _____

In the presence of: (signature of witness) _____ (A guardian must sign this contract if the Applicant is under the age of 18 years.)

SCHEDULE 1

In addition to South East Self Defence p/l, the providers in respect to this agreement include but not limited to:

- (a) The Mayor, Councilors and ratepayers of the Sunshine Coast Council.
(b) The staff, Instructors, Venue Providers, including but not limited to:
(i) Nash Holdings Pty Ltd
(ii) Bli Bli Uniting Church Council
(iii) Allan James Waddell, Suzanne Michelle Waddell,