

## Terms and Conditions

These general terms and conditions apply to agreements concluded after 1-01-2013 under the conditions

**Article 1: Definitions** In these general terms and conditions of the Bu-jutsukarate Do JKA Foundation, the following definitions apply: Bu-jutsukarate and/or the movement concept offered to the Participant as well as the various activities offered under the name Bu-jutsukarate. Bu-jutsukarate branch: the physical location where Bu-jutsukarate is offered. Company group lessons / self-defense: participation in Bu-jutsukarate through the employer (i) where the employee can become a member at a rate agreed with the employer, or (II) where the employer has entered into membership. Host/hostess: the person who is responsible for the management of a Bu-jutsukarate establishment. Member: the natural person (m/f), including a Youth Member, or - in the case of Companies, the legal entity in whose name the membership is administered. Youth member: a natural person (m/f) between the ages of 6 and 13, in whose name the membership is administered.

**Article 2: Registration and access**

a. Registration for Bu-jutsukarate takes place by: •1. Complete and send the registration form on the website: [www.bujutsukarate.nl](http://www.bujutsukarate.nl); or 2. telephone registration or 3. complete, sign and hand in the paper registration form, which is also the membership agreement, at the Bu-jutsukarate branch; or 4. the method agreed with the employer in the case of company group lessons. When registering online or by telephone, a natural person has the right to inform Bu-jutsukarate that he renounces membership, without payment of a fine and without stating a reason, within 7 working days from the day following the online or telephone registration.

registration. b. The payment obligation and direct debit commence when Bu-jutsukarate has received the registration, with the exception of the situation as described in article 2.c. The registration fee is due for registration. Failure to pay the registration fee does not mean that the membership agreement can be declared null and void. c. If the maximum number of members has been reached, the Member will be placed on a waiting list. The Member will be notified by Bu-jutsukarate as soon as his membership can commence. d. Access to the Bu-jutsukarate branch is only granted upon presentation of a valid Bu-jutsukarate pass together with a valid ID. f. between the ages of 6 and 13, being youth, only have access to the Bu-jutsukarate branch under supervision. Registration for a youth membership must be done by a parent/legal representative.

**Article 3: Opening hours**

a. Bu-jutsukarate is entitled to close a Bu-jutsukarate branch in whole or in part during generally recognized public holidays and school holidays. b. Bu-jutsukarate is entitled to temporarily or permanently change the opening hours of (or parts of) a Bu-jutsukarate branch. c. Bu-jutsukarate is entitled to close the Bu-jutsukarate branch stated in the membership agreement for repairs and maintenance work. The Member is not entitled to a refund of membership fees. d. If the Bu-jutsukarate branch stated in the membership agreement cannot provide (sports) facilities for whatever reason, the Member agrees that he/she can exercise at another Bu-jutsukarate branch, and if this inability continues than 14 days, for the duration of the impediment, the membership agreement and the direct debit authorization will automatically be transferred to another Bu-jutsukarate branch, on the understanding that the other Bu-jutsukarate branch is within a radius of 15 kilometers from the location specified in the membership agreement stated Bu-jutsukarate branch is located.

**Article 4: Membership, term and payment**

a. A membership agreement with Bu-jutsukarate is entered into for a contract period of at least 1 year from the effective date of the agreement. If the Member does not cancel his membership one calendar month before the end date of the initial contract term in writing or by email to Bu-jutsukarate customer service (Waterpoort 38 5662 VL in Geldrop) or ([admin@bujutsukarate.nl](mailto:admin@bujutsukarate.nl)), the membership will be automatically extended after the contract term. for an indefinite period and a notice period of one calendar month applies. The effective date of the membership agreement is the first day of the calendar month following the month in which Bu-jutsukarate received the registration, with the exception of the situation as described in article 2.c. b. If the membership is activated earlier than the commencement date of the agreement, and the Member, the Participant, can therefore use the facilities of Bu-jutsukarate a number of days earlier, the Member must pay an additional membership fee for these additional days, to be calculated according to in proportion to the number of additional days. c. With the exception of rates agreed with an employer, all rates can be found at [www.Bu-jutsukarate.nl](http://www.Bu-jutsukarate.nl) or can be requested from one of Bu-jutsukarate branches. d. Contribution is calculated on an annual basis with recognized public holidays and vacations, all amounts are due and payable in advance. e. Payment for membership must be made annually/quarterly in advance via direct debit. A Member, being a natural person, may request payment in installments. Installment payment is only possible per month in advance via direct debit and against payment of a surcharge. f. For membership agreements where payment for the membership has been made by debit card payment, the Member must provide Bu-jutsukarate with a direct debit authorization in a timely manner for subsequent payments. If the member fails to provide this authorization (in a timely manner), the following provisions also apply mutatis mutandis. g. If Bu-jutsukarate does not receive amounts due on time, for example as a result of insufficient balance in the bank or sorting for any reason or for any other reason of late payment, the collection will be offered again. Bu-jutsukarate is entitled to charge administration costs for each additional collection attempt. If the transfer fails for whatever reason, your access will be denied. If the Member, even after having been reminded to meet his payment obligations, remains in default, the Member is in default, the option for installment payment automatically lapses and the full claim (i.e. all amounts as referred to in 4.d above) will be handed over. All costs incurred for this are borne by the Member. h. Access is and/or remains denied if and for as long as the payment obligation has not been met. The Member or Participant may also be refused access to the Bu-jutsukarate branch. In addition, Bu-jutsukarate is entitled to terminate the membership agreement in the event of payment arrears without the payment obligation lapsing. i. Bu-jutsukarate reserves the right to change the rates each time January/July 1 (interim) to be indexed by a maximum of 8%. The Member is not entitled to terminate the membership agreement as a result of any rate change, unless the Member is a natural person, the rate change concerns an increase in the contribution and this increase takes place within three months after concluding the membership agreement. Rate adjustments due to government measures (e.g. VAT percentage increase or decrease) will be implemented immediately and do not give the right to termination. J. If the Member, the Participant does not exercise the right to take lessons, group lessons or otherwise participate in activities that are part of Bu-jutsukarate for which he/she is registered, no refund of the contribution will take place. k. Interim suspension of payment is not permitted.

**Article 5: Risk and liability**

a. Practicing sports can entail risks. Following the exercise program or course components and/or activities that are part of Bu-jutsukarate is entirely at the own risk of the Member, the Participant. b. Both Bu-jutsukarate and the Host accept no liability for material or immaterial damage resulting from any accident or injury to the Member, the Participant. c. The Member, the Participant will indemnify both Bu-jutsukarate and the Host against claims from third parties in this regard. d. Both Bu-jutsukarate and the Host accept no liability for damage, loss or theft of property of the Member, the Participant. e. The undersigned is aware that practicing karate entails risks and that he/she assumes any damage that may occur as a result of the practice of karate at his/her own risk. The undersigned will also indemnify karate school Bu-jutsu and/or its management and instructors against claims from third parties. f. In the event of misbehavior or failure to adhere to the house rules of a member, the management is authorized to remove the person in question and unilaterally terminate his or her commitment. \*These regulations are supplemented by the house rules, which every member must adhere to. I hereby agree

## To the regulations of the Bu-jutsu Karate Do JKA Foundation

Signature:..... (signature of parents if minor)