

INTRODUCTION

We'd like to thank you for choosing to join us here at Perth Wing Chun. Over the coming months we look forward to working alongside you to ease you into the club and ensure you are aware of our expectations and requirements. □ □

We agree to providing you with the following service

- □ a) Access to the academy at designated times as per our timetable □
- b) Ongoing support and assistance from our team of Instructors □
- c) A family-friendly, safe and nurturing environment free from ego □
- d) Feedback and ongoing communication in relation to your own journey □
- e) Access to private lessons from a variety of Instructors (male and female) □ □

There are 5 key words that are incredibly important to us as a club. □ □

Open - We are open to learning, and open to new students who want to join us. □

Community - Our focus is on the people within our community. □

Engaged - We are engaged in our training and in our personal journey. □

Empower - Every student within our community empowers each other. □

Growth - This leads to personal growth, and helps us all grow together. □ □

This document aims to address many different aspects which pertain to your membership at Perth Wing Chun. If you have any questions or wish to clarify anything, please bring this to our attention before signing. If there are parts of this contract which you do not agree to, please indicate at the bottom of this form.

Perth Wing Chun reserves the right to alter the Terms and Conditions at any time, and will notify Members by email, social media and in person. □

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- a. "Member" is any person who has paid the annual membership.
- b. "Student" is any person attending classes within the Academy. This includes the parent or guardian of a child /
children if the Member is under 18 years.
- c. "Academy" means the Perth Wing Chun Academy and any of the associated schools named on the Direct Debit Request (DDR) and Contract that this document refers to.
- d. "Contract" a legally binding document between you "the Student" and the Academy "Perth Wing Chun." □
- e. "Insurance Fee" is paid annually in February. □
- f. "Instructor" is the person running the class or classes on any particular day. This may or may not be a Sifu. (see Sifu) □

- g. "Sifu" is a fully qualified Instructor having reached Level 10 (Yellow Sash or Red Sash.)
- h. "Journey" is the time you've spent at Perth Wing Chun.
- i. "Reception" is the person operating the front desk. This may be an Instructor, an employee, or a Student.
- j. "Lesson" or "Class" refers to receiving paid instruction from an Instructor.
- k. "Induction Ceremony" is an event held at the academy to officially welcome new Students into the community. This contract may or may not have been signed prior to the Induction Ceremony event.
- l. "Induction / Grading Event" is an official event held every 3 months where new Students are welcomed into the club and existing Students have an opportunity to attempt a grading.
- m. "Siblings" refers to the children of parents of Students, or guests.
- n. "Child" refers to a Student under the age of 16.
- o. "Meditation" is a quiet practise that involves students focusing on their breath.
- p. "Zen Planner" is an online training program that tracks your attendance, bills, & allows you to book into classes on your phone or computer.
- q. "Ezidebit" is Ezidebit Ptd Ltd, PO Box 3327, Newstead Qld 4006 Tel: 1300 763 256, E-mail: support@ezidebit.com.au.

All queries and comments about the Services provided under this Membership Agreement should be directed to the

Academy. All queries and comments about the direct debit billing service should be directed to Ezidebit. The Member

acknowledges that Ezidebit has been engaged by the Academy to collect the fees due under this Membership

Agreement if paying by way of direct debit, and also acknowledges that all rights of the Academy under this

Membership Agreement are able to be enforced by Ezidebit as if it were the Academy without any involvement on the part of the Academy or the consent of the Member.

- r. "Minimum Term" is the time period agreed to in the Direct Debit Request, usually 12 months.
- s. "Grading" is an official event held for students every 3 months.
- There are 10 levels in the system
- Level 1 (White Sash)
- Level 2 (Light Blue Sash)
- Level 3 (Medium Blue Sash)
- Level 4 (Dark Blue Sash)
- Level 5 (Light Brown Sash)
- Level 6 (Dark Brown Sash)
- Level 7 (Black Sash)
- Level 8 (Dark Green Sash)
- Level 9 (Light Green Sash)

3.0 GENERAL CONDITIONS

3.1: Attendance: It is the responsibility of the Student to reserve their space in any particular class to ensure entry to that class and the correct recording of attendance. This will need to be done through Zen Planner.

3.2: Access to the Academy:

i. There is no access to the Academy at any time without the presence of a staff member or Instructor.

ii. If the Student or Member is under the age of 16 and arrives before the Instructor is on site, it is required that an adult remain with them until a member or staff is present. Until a member of staff is on site the parent or guardian is responsible for the safety and well-being of Students under the age of 16. Should a parent or guardian choose to leave a Student unattended outside of advertised class times, Perth Wing Chun and its owners, operators, officers, employees, Instructors, Students, or agents hold no responsibility for them.

3.3: Punctuality:

i. It is of the utmost importance that the Student is punctual to each lesson. If a Student arrives after the advertised start time, they may enter at the Instructor's discretion. The general courtesy for latecomers is to bow, and then perform a 'penalty' of 10 pushups per level, for example 10 pushups for Students at level 1, 20 pushups for level 2, and so on. Students who are late on more than 1 occasion without notifying the Instructor may be asked to sit out of the class altogether.

ii. Collection of Students under the age of 16: It is important that the parent or guardian arrives on time to collect a Student under the age of 16. Instructors have other classes to teach and cannot supervise children outside of official class times. If lateness inconveniences other Students, or our Instructor, we reserve the right to charge the cost of loss of earnings to you. Parents and guardians are always welcome to stay and watch classes. Please ensure noise is kept to a minimum, particularly when accompanied by the Student's siblings.

iii. If a parent or guardian fails to collect their child within 15 minutes of the end of class and the Academy has not been notified, the Academy will contact the parent or guardian by phone. If this occurs regularly, the Member acknowledges that there may be an administrative fee to cover the time of the staff member.

3.4: Etiquette:

i. Students are required to bow in when entering the main room of the Academy, as well as when greeting an Instructor.

ii. Instructors are to be referred to by their correct title at all times within the academy. Male and Female Instructors (Level 10 and above) are to be addressed as Sifu. Senior students level 5 and above are to be addressed as Si-Hing if male, and Si-Je if female.

- iii. When an Instructor is speaking, Students are expected to cease talking. If a Student continues to talk when an Instructor is talking, they may be subject to disciplinary action. (see disciplinary action)
- iv. Conversations not relevant to training are discouraged from the Academy's main training space. Please take all social discussion outside so as not to interfere with classes.
- v. When children's classes are underway, adult Students may train quietly inside the Academy, for example practicing forms or chi sao. Using the wall bags or dummies in a heavy or loud fashion is not permitted whilst children's classes are on. Students or non-participants may be asked to go outside if they disturb the children's classes, especially during the meditation period.
- vi. Language or behaviour that Instructors consider offensive, threatening or confusing to other Students will not be tolerated, and may result in suspension of membership and/or a financial penalty as per clause 4.1.
- vii. Students are required to be thoughtful when offering feedback to other Students. Ideally, feedback is only given to fellow Students when asked for. Generally, it is considered inappropriate for lower level students to offer feedback to higher level students.
- viii. Mobile phones must be turned off or put on silent inside the Academy.

3.5: Uniform: □

- i. Once students have been formally welcomed into the club, it is important they wear correct training attire to classes at all times. This shows respect for yourself, the club, and for everyone else who trains at Perth Wing Chun. We understand that from time to time it may be necessary to substitute other items for correct uniform, however it is preferred you wear the correct uniform whenever possible.
- ii. Sashes are to be worn during all classes. In sparring class this will be at the Instructor's discretion.
- iii. Jewellery: Students are not permitted to wear jewellery when attending classes for their own safety and for the safety of others. Any material loss or injuries that result from wearing jewellery are your responsibility, and not that of Perth Wing Chun. □

3.6: Hygiene: □

- i. It is your responsibility to maintain a high level of hygiene at all times in the academy. This includes wearing deodorant, keeping hair tidy and tied back if long, and minimising your distraction to other students. If you come straight from work please make sure you are mindful of this before class starts and prepare yourself prior to joining in.
- ii. It is your responsibility to wash your training clothes (pants, shirt, & sash) on a regular basis. During the warmer months this may need to be done more regularly, especially for those who sweat more. For this reason, we recommend having a spare uniform during summer.
- iii. The toilet areas are to be kept clean at all times. Any students who make a mess in the toilet will be asked to clean it up with the appropriate cleaning materials.
- vi. Washing your hands regularly is recommended at all times to avoid transmitting infection. We also recommend wearing long sleeve shirts and rashies to avoid skin on skin contact which can result in serious skin infections (ie. Staf Infections.)

vii. If you cough or sneeze, please do so into the crook of your elbow, not into your hands. If you cough or sneeze into your hands, please excuse yourself and immediately wash your hands.

3.7: Sickness / Infections / Drugs and Alcohol: □

i. If you or your child are sick (ie. Flu, cold) we ask that you please do not come into the academy and spread the virus. If you have any symptoms of illness we ask that you please wear a face mask at all times within the academy. (A face mask can be purchased from the front desk.)

ii. Any student who has a skin infection (staf, warts, boils) is asked to dress the wound before training. If it is a serious infection we recommend you seek urgent medical help, and do not come into class. □

iii. Any student who is suspected of being intoxicated or under the influence of drugs or alcohol will be immediately asked to leave the class. Any students on prescription drugs must declare this and provide a current medical certificate. □

3.8: Grading: □

Progression through the levels is marked by the different coloured sashes, which are achieved by the demonstration of set skills, technique and knowledge in front of an Instructor at a time of the Academy's choosing. It is not compulsory to grade, however if a Student chooses to do so then they must adhere to the following: □

i. Gradings are held once every three months, usually on a Sunday. If a Student cannot make this time, it is their responsibility to arrange a separate day and time which may incur an additional fee.

ii. Students must demonstrate appropriate behaviour in classes to be permitted to grade.

iii. Students must demonstrate appropriate skill level in classes before being eligible to grade.

iv. Students must attend a set amount of classes before they are eligible to grade. This can be checked at reception.

v. Gradings must be paid in full at least 7 days prior to a Grading Event.

vi. Students will be required to complete a theory test once payment has been made. This is non-negotiable prior to gradings.

vii. Students must pass every component of their Grading requirements. If a Student fails only one section, then they will fail the Grading and have to wait until the following Grading Event to try again.

viii. Students participating in the child classes are eligible to grade for any particular sash when they have already achieved the appropriate number of stars in that level.

ix. Students under the age of 12 will be capped at level 5. Once they turn 13, they may resume level progression in the adult classes.

3.9: Permission to use skills and techniques learned at Perth Wing Chun:

i. The Member accepts that no one at Perth Wing Chun has given the Member the authority to use any of the techniques taught to them on any person other than in training,

tournaments, or demonstrations, where the Member and the Instructor have agreed that they are sufficiently trained and qualified to do so. The Member understands that they do not have the authority to demonstrate their Wing Chun outside of the lesson, or in the absence of an Instructor. Any Students who fail to abide by this may be disciplined by the club.

ii. The Member acknowledges that they are not permitted to instruct Students or non-students in Wing Chun unless directed to do so by an Instructor. Further, the Member acknowledges that they may not receive financial restitution in exchange for instructing Students or non-students with the knowledge gained at the Academy, nor seek out opportunities to do so.

□4.0 APPROPRIATE BEHAVIOUR

Perth Wing Chun is a family club and holds its Members to high standards of behaviour. Discipline and respect are embedded in the culture of martial arts.

4.1: Perth Wing Chun reserves the right to discontinue training for any student that persistently shows offensive, abusive, disrespectful or dangerous behaviours:

- i. Should a Member's behaviour be considered detrimental to the training of other Students, the Member will receive a written warning. The parent or guardian of Students under the age of 16 will also be contacted prior to the written warning.
- ii. Any Student who receives a written warning in regards to their behaviour will have a two week period to adjust accordingly or be dismissed from further lessons.
- iii. If a Member is dismissed due to a breach of these Terms and Conditions, their membership shall be immediately cancelled and subject to a cancellation fee of \$150 or 50% of the remaining membership fees due, whichever is the lesser.

4.2: Safety Protocols:

- i. The Instructor running the class will advise whether or not head strikes are appropriate for the drill. Uncontrolled head strikes are never permitted. Any bare-handed strike to the head must be to the forehead and with an open hand only. When training with gloves, the same target area applies (forehead). Strikes to the face and the back of the head are not allowed and may result in a Student facing disciplinary action, including suspension.
- ii. Body shots have less restrictions due to reduced potential for serious damage. Students may not strike joints of the body, and must avoid the collarbone and sternum.
- iii. When a Student advises their training partner that they have an injury or find it too painful to be hit in any particular place, the attacking Student must cease striking the injured zone or reduce the intensity of their strikes as per their partner's request. Failure to do so may result in disciplinary action (see 4.3 below).
- iv. If a Student is witnessed or reported to use excessive force with a training partner, they will be subject to disciplinary action. Punishment will depend on the severity of the incident and whether it's a first or repeat offence (see 4.3 below). Any Student who continues to use excessive force with training partners after being warned to stop becomes a risk to others safety and their membership may be suspended or terminated.

4.3: Disciplinary Action: Students who do not abide by the Academy rules and regulations may be given disciplinary action. Instructors will communicate clearly and give warnings so that all Students understand the expectations. This will initially be a verbal warning. A second warning will result in a punishment (10 minutes of meditation or fitness). A third strike will be a 30 minute suspension from class. Depending upon the severity, Students may also be suspended indefinitely from the club. □

4.4: Member Protection and Information Officer (MPIO): If a Member or parent /guardian has any concerns about the behaviour of other Students or Members, parents, Instructors or staff members, it is important to contact the MPIO in the first instance. All information will be kept confidential and concerns handled in a timely and appropriate manner.

4.5: Damage to the Academy: Any member who wilfully or through negligence damages the Academy or its property will pay for the damage. Students / Parents are responsible for damages caused by their guests and children.

5.0 IMAGE CONSENT AND PRIVACY

Perth Wing Chun reserves the right to take pictures and video images of Students and Members performing their Martial Arts for training, promotional and advertising purposes without any payment. The images will always be relevant and appropriate, and available to view upon request. The images will be stored in a safe and secure place. No additional identifying factors, such as names, will be used publicly for Members under the age of 12 without parental consent. □

5.1: Photography is not permitted by non-staff members without the express permission of a Perth Wing Chun staff member or Instructor. Any Member / parent given permission to use photography will wear an orange vest. At special events, such as Gradings and welcome ceremonies, the Academy will document the event and make the images available to Members. There will also be opportunities for Member's guests to take pictures. We request that Members do not share images of Students under the age of 16 on social media or other internet outlets, and seek permission from adult Students prior to publishing images.

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5.2: Unless the Member indicates to the contrary, it is agreed that the Academy may use photos, video footage and voice recordings of the Member electronically for advertising, internal marketing, the website or online. Any Student who does not wish to be included must notify the Academy.

5.3: Unless the Member indicates to the contrary, it is agreed that the Academy may use the Member's personal information for internal marketing purposes. Perth Wing Chun may use a Member's personal information to develop marketing lists and other programs for internal use only so that we may offer Members goods and services by mail, telephone, email or SMS. To opt out, Members must notify the Academy or reply "UNSUBSCRIBE" to any email or SMS.

5.4: A Member's "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the Academy or Ezidebit to provide the services contemplated by the Direct Debit Request (DDR) and Contract or in accordance with the Member's selection relating to the Privacy disclaimer on the front page of the Direct Debit Request (DDR) and Contract. Ezidebit's Privacy Statement is to be found on its website www.ezidebit.com.au. Perth Wing Chun's Privacy Statement can be obtained from the Academy.

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6.0 PERSONAL BELONGINGS □

Perth Wing Chun cannot be held responsible for any personal belongings lost or stolen during a training session. It is strongly advised that anything of value be left at home. A lost property box is kept at the Academy and periodically emptied. Items not claimed in a timely manner will be given to charity.

7.0 HEALTH AND SAFETY

When a Member joins Perth Wing Chun, it is held that the Member is in sound mental and physical health. If not currently exercising, Members must consult a doctor to ensure that intense physical activity will not pose a problem. Members acknowledge that participating in a martial art has the risk of injury and, in extreme circumstances, death.

7.1: Pre-existing conditions: Any pre-existing conditions that may affect a Member's safety or ability to participate in the training must be disclosed to the Academy in writing and each partner must be notified during class without exception. Conditions include but are not limited to the following:

i. Back problems; Any illness or injury that may be aggravated by exercise; Head injuries; Dizziness, or loss of unconsciousness during exercise; High cholesterol; Joint problems, such as arthritis or hyper mobility, that can be aggravated by exercise; Chest pains when exercising; Any prescription medication being taken; A heart condition; Any conditions that restrict blood flow; Diabetes or any other metabolic diseases; High or low blood pressure.

7.2: Emergencies:

i. All Academy Instructors and staff members have current First Aid training and in the event of an emergency will perform to the best of their abilities.

ii. An ambulance may be called at the discretion of the Instructor or first responder. The Member agrees to assume responsibility for the cost of the ambulance or emergency care whether requested by the Member or not.

iii. It is the responsibility of the Member to inform the Academy if they have a Do Not Resuscitate (DNR) order, however adherence to a DNR order is at the discretion of the first responder.

7.3: Waiver and Indemnity:

- i. The Member acknowledges that they are participating in a semi contact activity and associated intense physical exercise, both of which can result in injury, or in extreme circumstances, death.
- ii. The Member understands the risks associated with undertaking a semi contact activity and intense physical exercise and hereby releases, indemnifies and holds harmless Perth Wing Chun, its respective owners, Instructors, and employees in the event of personal loss, injury or death in the Academy.
- iii. Further, the Member provides this release whether it arises from the negligence of the Academy or otherwise, and does so with the intention that this release shall be as broad and inclusive as the laws of Western Australia allow.

7.4: Emergency Contact details: It is the responsibility of the Member to keep Emergency Contact details up to date. Members under the age of 16 may use the Academy phone to contact a parent or guardian at any time for any reason, or have an Instructor or staff member do so on their behalf.

8.0 PAYMENTS AND DIRECT DEBIT AGREEMENT

Perth Wing Chun offers a variety of ways to make payments including cash, cheque, bank transfer, credit card and bank debit. Payments processed online through Zen Planner will be collected by Ezidebit on behalf of Perth Wing Chun for a small fee. Please note that if this date falls on a Saturday or Sunday it will be taken out on the following Monday. If paying by Direct Debit, the Student agrees to pay the instalment amount at the agreed payment frequency until the Direct Debit Request (DDR) and Contract is terminated in accordance with Clause 8.7 below. Should there be any errors in payments the Member authorises Ezidebit to debit the outstanding balance in order to bring the account up to date.

The Member authorises Ezidebit Pty Ltd to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Membership Agreement and Direct Debit Agreement. These terms are stated below:

8.1: Default/Failure to pay fees:

- i. All training fees are to be paid within seven (7) days of the due date unless otherwise agreed to in writing. A late charge of \$5.00 will apply for the first missed payment, and \$10.00 per missed payment for any following months that the monies owed is not paid. After one week we will make arrangements to contact the Member about the payment. Should the Member refuse to pay within one month then they forfeit the right to participate in training, and the Member will not be allowed to train with us until all payments and fees have been paid in full.

8.3: Change of Terms: In the unlikely event that the initial terms change, they can only do so in accordance with your Membership Agreement and we must give you at least 14 days notice of the changes including, if applicable, the new amount, new frequency and next debit date.

8.4: Deferring or stopping a payment: Should you wish to defer a payment, you must contact the Academy before the date of that payment to request the deferment. Deferments are entirely at the discretion of the Academy and will depend on the length of deferment, the current state of your account and your past history with the Academy. You may request to stop an individual payment, however you will still be liable to make this payment by some other method or your account will become Overdue.

8.5: Altering the Schedule: Should you wish to alter the payment frequency or Day to Debit, contact the Academy and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting the Academy). Any changes made will not affect the total amount you would otherwise have paid over the minimum term of your Membership Agreement.

8.6: Payments on hold: Suspension of payments may be possible under the terms of your Membership Agreement. There is a \$44 fee to put your membership on hold for a minimum duration of 2 weeks at a time, and for a maximum of 6 weeks. Any requests to put payments on hold must be done so in writing by email or by completing the Membership Hold Request Form online. If a payment is due within 3 days of receiving your request, we may reserve the right to debit the amount. During the period in which your membership is on hold you will be unable to train at the Academy or access any of the services provided. If you wish to extend your hold period you may be charged an additional \$40 administration fee for a further maximum six week period. If you wish to come back before the end of your hold period it will be at the discretion of the Academy and the Instructors. Please note: Any time spent on suspension will be added onto the minimum term of the Membership Agreement so that the sum of the instalments payable for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

8.7: Cancelling the payments: We have a 30 day cancellation policy which means you must contact us at least 30 days before you wish to cancel. You can cancel this Direct Debit Request Authority by requesting this of Ezidebit or your bank. Cancellation of the authority to debit your account will not terminate this Membership Agreement or remove your liability to make the payments you have agreed to for the remainder of the minimum term. □ □ 8.8: Special Cancellation Policy: We have a special condition for students who donate their old training uniform (shirt, pants and sash.) If you return your uniform back to us upon cancelling your membership we will only require 15 days notice from the day you return your uniform. □

8.9: Disputes: If you dispute any debit payment, you must notify the Academy immediately. The Academy will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

8.10: Non-business day: When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

8.11: Dishonoured Payments: It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured, Ezidebit will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Ezidebit may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Membership Agreement.

8.12: Enquiries: All enquiries should be directed to Ezidebit and should be made at least 3 working days prior to the next scheduled debit date.

8.13: Your other responsibilities: In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Ezidebit with a new account number.

8.14: Increase in fees: If paying by Direct Debit, Ezidebit may at any time AFTER the end of the minimum term, upon sending written notice to the Member's last known address and giving 14 days notice, increase the instalment amount. If the Member wishes to terminate the Direct Debit Request (DDR) and Contract as a result of the increase in the instalment amount, the Member must notify Ezidebit in writing within 14 days of the date of the written notice sent by Ezidebit. The Membership Agreement will be terminated upon receipt of this notice. If the Member does not notify Ezidebit of its intention to terminate the Direct Debit Request (DDR) and Contract within such specified time period, then the Direct Debit Request (DDR) and Contract will remain in force and the increase in the instalment amount will be deemed to be accepted by the Member.

8.15: Agreement to the direct debit terms and conditions: the Member agrees to adhere to the payment requirements of the membership plan. Perth Wing Chun has the right to refuse service to those who are not up to date with payments, as well as for those who continually make late payments.

9.0 CANCELLATION/TERMINATION OF MEMBERSHIP

New members have the right to cancel their membership within the first 7 days if they are not completely satisfied with the services and programs offered by Perth Wing Chun. This is a requirement of Western Australian state law.

9.1: "Cooling Off" Period: The Direct Debit Request (DDR) and Contract is subject to a 7 day cooling off period:

- i. The cooling off period begins at close of business on the “Commencement Date”.
- ii. The cooling off period is 7 days.
- iii. The cooling off period ends at close of business on the 7th day after the “Commencement Date”.
- iv. All monies will be refunded on a pro rata basis with the exception of an Administration Fee.
- v. All cooling off cancellations must be in writing to the Academy.

9.2: Cancellation of Direct Debit Membership:

All cancellation requests must in the first instance be directed to the Academy.

i. Cancellations inside the Minimum Term:

The Member may terminate their Membership Agreement before the expiry of the Minimum Term or payment if all the instalments and fees due up to the date of termination (which outstanding fees remain owing to the Academy), by paying the cancellation fee specified on the front of the Direct Debit Request (DDR) and Contract to Ezidebit. The Direct Debit Request DDR and Contract may be cancelled upon payment of either:

1. the costs the Academy has incurred in establishing and operating the Membership which the Academy assesses as \$150.00, or;
2. the payment of the balance of the Membership Fees, whichever is the lesser. 30 days notice is required for cancellation of all memberships including cancellations inside Minimum Term.

ii. Cancellations after completion of the Minimum Term:

After the expiry of the Minimum Term or payments, and after all instalments and fees due have been paid in full, should the box on the front of the Direct Debit Request (DDR) and Contract requesting termination at minimum term be marked then the Direct Debit Request (DDR) and Contract shall automatically terminate. Should the box on the front of the Direct Debit Request (DDR) and Contract requesting termination after the Minimum Term not be marked, then the Direct Debit Request (DDR) and Contract shall continue indefinitely until such time as the Member makes a request, after the expiry of the Minimum Term for it to terminate. Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Ezidebit. There will be a period of notice of 30 days unless otherwise specified by the Academy between the date of request and the date of actual termination during which any payments due must still be paid in full. The Member should contact Ezidebit if they have not received written confirmation of the termination within the 30 day period. The Member shall not consider that the Direct Debit Request (DDR) and Contract has been terminated until such time as this is confirmed in writing to the Member by Ezidebit (not more than 14 days after the termination date). Termination of the Direct Debit Request (DDR) and Contract will also terminate the Direct Debit Request Authority.

iii. Paid in Full Memberships:

If a Member decides to pay their membership in full, there will be no refunds available if the Member wishes to terminate their membership prior to the end of their agreement. If a Member purchases a paid in full membership, they have the ability to transfer the remaining time on the membership agreement to a non-member only. This will incur a transfer fee of \$55, payable to the Academy.

9.3: Permanent Disability: Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Academy may agree to cancel the membership effective from the day of notice for an Administration Fee of up to 10% of the Membership Fee.

- i. All monies will be refunded with the exception of charges for services already delivered.
- ii. If the medical condition is deemed not to be a permanent disability or serious illness and membership is within the Minimum Term, the standard cancellation terms and fees apply as outlined in 7.2.

10.0 TRANSFER OF MEMBERSHIP BY THE ACADEMY

- i. Relocation of the Academy:

The Academy may relocate to another premise within a 5km radius of the location at which the services are currently provided during the term of the agreement. In the event of this occurring, the Member agrees that the Direct Debit Request (DDR) and Contract will continue at the new location.

- ii. Sale of the business:

In the event of the sale of Perth Wing Chun, the Academy has the right to assign the Membership Agreement to a third party, and the Member agrees that the Direct Debit Request (DDR) and Contract will continue with the new third party.

11.0: CHANGE OF LOCATION AND/ PROGRAMS / OR TIMES

The Academy may from time to time as reasonably necessary:

- i. Change the hours of opening and closing or alter class timetables.
- ii. Change any of the programs and or / grading requirements.
- iii. Change the location of any class for an advertised special event.
- iv. Close off part of the Academy or isolate a piece of equipment for maintenance or safety reasons.

12.0 LEGALLY BINDING AGREEMENT

The Member acknowledges and agrees that:

- i. The Direct Debit Request (DDR) and Contract is legally binding whether the use of the Academy and its services is determined and paid on a yearly, monthly, bi-monthly, weekly or individual use basis.
- ii. An annual membership fee is paid each year, prior to the last day of February. Failure to do so may result in loss of services.
- iii. They are physically and medically fit and capable to engage in exercise and martial arts programs at the Academy, and have and will inform instructors of any condition or risk that may have an effect on their ability to participate in any exercise or fitness program prior to commencement.

- iv. They are 18 years of age or older at the time of signing, and not under any other legal disability. If not, a parent or adult guardian will sign also.
- v. After having fully read the risks to injury and death, any right to a lawsuit is waived, in the unlikely event of injury or death during a lesson with Perth Wing Chun, or outside of the lesson while using the skills taught there.

WAIVER:

1. I acknowledge that the activity I am about to undertake involves a risk of harm. 2. Perth Wing Chun is not responsible for lost or damaged personal property. 3. The Instructor who runs the class, and the conditions in which the activity is conducted may change without warning. 4. Where applicable, first aid will be applied by staff in case of injury, however I assume responsibility for emergency transportation by ambulance if required. 5. I accept the risk of responsibility for any damaged property, injury or death caused to myself or another student resulting from participation in the activity. 6. Photography and filming occur regularly during classes at Perth Wing Chun for training, advertising, and marketing purposes. I agree to allow Perth Wing Chun to use my image or that of my child in video and still picture format. I acknowledge I will not hold Perth Wing Chun accountable for any damages as a result of photography or video captured whilst within the Perth Wing Chun Academy or alternative training venues. I also acknowledge that I will not take photographs or video without verbal permission from the staff. I acknowledge that I will not publish permitted images of children anywhere on the internet without written permission from the child's parent/s. If I have cultural or other objections to images of myself or my child being used by Perth Wing Chun, I will make these known to staff and acknowledge that it may limit my involvement or that of my child in classes from time to time.