These terms and conditions apply to all activities organized by Chung Do Kwan – School of Korean Martial Arts.

**Article 1. Liability**

1. Participation in activities of Chung Do Kwan is entirely at the participant's own risk. Chung Do Kwan does not impose competition and performance pressure on its members: everyone trains according to his or her own physical and mental ability. Chung Do Kwan and its instruction team can therefore not be held liable by the participant for damage resulting from an accident, injury or otherwise, of whatever nature, as a result of participation in the activities, as these are always at the participant’s own risk and with approval of the parent(s) and/or guardians. Every student must be legally insured for medical costs (through health insurance), and for possible damage to materials and/or possessions (through liability insurance).

2. Chung Do Kwan is not liable for the loss of clothing or other objects of the participants that are left behind in or near the training room. Lost objects can be searched for in the lost and found bins and/or designated areas that are present at every location during the next lesson. It is recommended to use a sports bag in which all important and/or valuable items can be stored. This bag may be taken into the sports hall and placed on the benches. Do not leave any valuables unattended in the locker room or out of sight.

3. The participant is obliged to follow the instructions of the instructors and/or assistances of Chung Do Kwan. This is in everyone's interest and to ensure hygiene, safety, and the pleasant running of the activities.

4. The participant is liable for damage caused by fault or intent (including negligence) to equipment and/or property of Chung Do Kwan, the other participants, the owner and/or operator of the location (where the activity took place and the incident occurred).

**Article 2. Payments, registration costs, tuition fee, family discount and invoice requests**

1. We do not charge registration and/or administration costs.

2. Payment of the agreed tuition fee takes place every month by direct debit by means of an authorization. In case of registration in the course of a month, the tuition fee for that month will be calculated pro rata and will be added to the membership fee for the next month, which means that the first installment of direct debit could be higher than usual.

3. In the event of a failed direct debit and/or reversal, we will charge €5,- banking and administrative costs with the next direct debit.

4. We have two yearly moments for members who prefer an annual invoice for the membership fee. This is possible at the start of a new season in September/October, and towards the end of a season in May/June. **Important: For this request we charge an amount of € 7.50 for administration costs per invoice. This will be charged with the next direct debit.**

5. We offer a family discount of €2.50 per month for the second family member. For more than two participating family members, we apply a fixed amount of €5,- family discount per month on the total membership fee. **Important: A family discount is only possible if the membership fee of all family members can be debited simultaneously from one banking account.**

6. Payment of the monthly membership fee takes place:
- By direct debit. This always concerns the fee of the new training month that follows, with possible overdue contributions for new registrations;
- With a frequency of one a month, meaning 12 direct debits per year (in the case of a summer stop 11 times a year). The membership fee must be paid before the start of the training month.

7. If the membership fee has not been received by Chung Do Kwan before the due date, the instruction team has the right to exclude the participant from further attending classes in the following period until payment has been made. In the event of further non-payment of the membership fee without consultation and agreement, Chung Do Kwan has the right to terminate the registration of a member. **Important: termination of the participation agreement does not indemnify any outstanding amounts of non-paid membership fees. If any outstanding amounts have not been paid after two payment requests/reminders, Chung Do Kwan will hand over the outstanding claim to the collection agency. If a member of Chung Do Kwan makes a payment cancellation without consultation and/or without mutual consent, membership may be dissolved by Chung Do Kwan. The amounts due must be paid, including administration costs of the payment reversal.**

8. The tuition fee is also due if a participant, for whatever reason, is unable to participate in the lesson(s) on one or more occasions. An exception can be made in case of a serious injury and therefore a long absence. One of the basic principles for a temporary suspension of the contribution is that someone must be absent from classes for at least 3 months. A written request (by e-mail) for a temporary suspension of the tuition fee to Chung Do Kwan is required. The decision to grant exemption rests solely with the teacher. This will always be assessed on a case-by-case basis. The missed lessons may be made up in the form of extra lessons at, for example, a different location and a different time than the regular lesson. Missed lessons cannot be deducted from the membership fee.

9. The membership fee can only be increased once a year. If this is the case, this will be announced in time through the newsletter (by e-mail).

10. In the event of death, the membership and the payment obligation will lapse immediately.

**Article 3. Summer period: Possible summer break or an adjusted class schedule**

Our school does not have an annual, seasonal, or quarterly contribution, but works with a monthly contribution. This also applies to the summer period. If Chung Do Kwan Sports School has the option to remain (partially) open during the summer period, an adjusted schedule will follow that will be communicated to the members no later than one month before the start of the summer holidays.

The frequency of participation in the summer lesson activities depends on the type of membership and in proportion to the membership. Members who normally train once a week can attend 1 summer lesson per week. Members who normally train without limit, can attend all summer classes. Chung Do Kwan's summer classes are an additional offer, not a right or obligation. Depending on maintenance and limited availability of training rooms, it will be determined whether summer lessons will be organized. If Chung Do Kwan decides to organize summer classes, these will be spread over several locations. These locations and training times may deviate from the regular class schedule.

**Article 4. Duration of agreement, cancellation, notice period, pandemic/emergency situation.**

1. The participation agreement, which is entered into by means of our registration form, is for an indefinite period, except in the case of a separate course, and can be terminated by either party.

2. The notice period is 1 calendar month and must be given before the start of a new month. Lessons can be taken during the notice period. Cancellation example: A cancellation on May 5 or May 29 means a termination of the membership on June 30. Cancellation on April 28 means termination of membership on May 31. The lessons can be taken during the cancellation period. Cancellation must be made in writing or by e-mail (aanmeldingen@chungdokwan.nl) to Chung Do Kwan. **Important notice: We do not accept verbal and/or telephone cancellations.**

3. Changes and adjustments to a membership take a processing time of 1 calendar month. This concerns, for example, changing the bank details, but also increasing or decreasing a subscription.

4. Under no circumstances Chung Do Kwan will refund tuition fees that are already paid for.

5. Termination of the agreement regarding a separate course, workshop or external extracurricular activity of Chung Do Kwan can only be done up to 4 weeks before the start of the course. After that, the full amount that has been agreed upon, remains due to Chung Do Kwan.

6. In case of force majeure, such as a pandemic or emergency, the school will always strive to continue to offer a suitable alternative to the lessons. If we cannot physically continue the lessons, the school will offer an online alternative. In this case, we will communicate this through our newsletters, the website, our social media channels and the Chung Do Kwan App.
If the classes cannot be continued physically inside and/or outside, we will adjust the contribution by means of a discount of 25% as long as this situation occurs. **Important: In case of these events, the class times and locations may deviate from the regular class schedule.**

7. Registration by means of the registration form indicates that the member and/or participant agrees to the general terms and conditions of Chung Do Kwan. If a prospective or existing member/participant does not agree with the current or possibly updated general terms and conditions, this must be made known in writing or by e-mail. The conditions are transparent and uniform and are non-negotiable. If there is no agreement on our general terms and conditions, the school will be forced to refuse registration or to terminate an existing registration with due observance of the notice period. Members and/or parents are obliged to comply with the general terms and conditions when registering. The code of honor of martial arts, which is described in these conditions, applies to all participating members and is also non-negotiable.

**Article 5. Other provisions**

1. Chung Do Kwan organizes events and workshops where photos and/or other visual materials are taken. This is solely for the promotion of our school and sport(s). By signing the registration form you can agree and/or refuse to the taking of image, photo and film material during our classes, exams and/or other events related to Chung Do Kwan. We only use the images for promotional purposes of the school, and this is not provided to third parties. We always ask whether we can make visual material at the relevant time. Permission for this may always be withdrawn, whereby we will remove the visual material and/or make it unrecognizable on request.

2. Your personal data, the GDPR (General Data Protection Regulation) and medical data. We only use the information provided by you for our own membership administration (in an Excel file). Your bank details are processed monthly by us using the software of https://www.depaymentfabriek.nl to a special SEPA batch, with which we can collect the authorizations via the bank. We ask for medical information on the registration form so that we know how to anticipate in case of an emergency (for example in case of epilepsy and diabetes). We take note of this information. There is no registration of your medical data in our administration, nor do we provide this data to third parties. Our members are obliged to explain their health condition via the medical form upon registration. It is crucial that we are aware of (a change in) the health condition of our members.

3. Protective clothing for sparring and general hygiene are mandatory. This means clean training clothes, short and clean hand, and foot nails, and not wearing jewelry and/or watches during the lessons. Appropriate boxing gloves and foot protectors, as well as a bit for the mouth are mandatory training materials (from the green belt on and/or when participating in a tournament).

4. There is an average of two to three exams per season. An exam for a new belt is not mandatory. The costs for an exam can be found in our web shop. **Important: An exam is only possible if the application form is printed out, completed, and physically submitted at the start of the exam. Screenshots, WhatsApp messages and e-mails will not be honored.**

5. We have a confidential counselor who is connected to our club (see website) where you can always go for help and advice.

6. Annual payments from Youth Sports Funds and other fees. The school does not give refunds and/or family discounts on these payments, nor in the event of termination of the membership if this compensation has not yet been received.

7. The use of doping and stimulants is strictly prohibited during class. Possession of drugs and drug use in and around our training rooms is not allowed and will immediately lead to exclusion from classes and to a suspension for a period of at least 2 weeks with a continuous contribution obligation, as long as the membership continues. It is strictly forbidden to smoke and/or vape inside and/or in front of the entrance of our training locations. Chung Do Kwan is a smoke and vapor free school. This agreement has been made in consultation with the municipality and our landlord, whereby we are reminded of compliance with this agreement.

**Finally, the martial arts code of honor, which applies to all members and practitioners of Chung Do Kwan:**

**Fighting only happens on the mat or in the ring, and never on the streets. The techniques you are taught should only be used in defense of yourself or others. You should never use your fighting techniques against someone who cannot defend themselves. Honor and fidelity to the code are more important than any fighting technique, graduation, or title**.