



BACKGROUND

These Terms and Conditions are the standard terms which apply to:

- A. Unit 12 Martial Arts Limited, a company providing Martial Arts Classes, registered in England under number 16135290 whose registered office is at Unit 12, Cooperage Green, Gosport, PO12 1FY (“Us”); and
- B. (You) where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business” means any business, trade, craft, or profession carried on by You or any other person/organisation;

“Consumer” means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Martial Arts Classes for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;

“Martial Arts Class” means any group session at which We provide or lead any physical exercise class, including any teaching, instruction, or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such Martial Arts Class;

“Our premises” means the premises at which We hold Martial Arts Classes which is the same address as above means “business premises” as defined in the Regulations;

“Price List” means Our standard price list for all Martial Arts Classes which We offer. The list of Martial Arts Classes and their prices is available at <https://unit12gosport.com/class-payment/>



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- “Registration Form”** means the registration form that We provide to You for You to apply to register;
- “Regulations”** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- “We/Us/Our”** means Unit 12 Martial Arts Limited whose place of business and contact address is the same address as above and includes all Our staff; and
- “You/Your”** means an individual to whom We agree to provide any Martial Arts Class.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
- 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Registration

- 2.1 In order to attend any Martial Arts Class, You first have to register with Us and You may do so by completing the New Joiners Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 or over, or as a parent or legal guardian for an applicant under 18, and a “Consumer”, and that You agree to these Terms and Conditions, including but not limited to the Martial Arts, health and safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may attend a Martial Arts Class only once We have accepted Your Registration Form in writing. Acceptance of that application to register means that We agree that You may then (but not otherwise) attend a Martial Arts Class. Our decision whether or not to accept Your application to register is in Our absolute discretion.



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- 2.4 Upon Our acceptance of Your Registration Form and confirmation that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Martial Arts Classes, Expulsion, and Consumer Rights

- 3.1 You must be 18 or over and a “Consumer” to book and attend any Martial Arts Class.
- 3.2 A Martial Arts Class and Your place in that Martial Arts Class is subject to availability. No priority is given, and places in a Martial Arts Class are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Martial Arts Class unless You book and pay for the Martial Arts Class for that particular time and date.
- 3.3 You may book a Martial Arts Class in person or by email.
- 3.4 We will only provide a Martial Arts Class to You if You have pre-booked and paid for it except where, as follows, You are allowed to participate in it on a “drop in” or “wait list” basis and have paid for it. If it is already fully booked when you request a booking, We can add You to a wait list for it or You can come along to Our premises on a drop in basis. We may then be able to offer You the opportunity to book, pay for and participate in the Martial Arts Class if a wait list space for it becomes available due to another person cancelling a booking or a drop in space becomes available due to another person not arriving. If We tell You of such an opportunity by contacting You after We have placed You on a wait list You will then need to book and pay for the Martial Arts Class and be at Our premises no later than 10 minutes before the Martial Arts Class start time.
- 3.5 When you book and pay for any Martial Arts Class You must book (or, as set out in sub-Clause 3.9 below, rebook to replace any booked Martial Arts Class cancelled. A Martial Arts Class not booked (or rebooked) and taken within three months will be lost and, unless You cancel it and are entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.
- 3.6 Your request for a booking for a Martial Arts Class will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Martial Arts Class and You have paid for it, will there be a binding contract between You and Us for that Martial Arts Class.
- 3.7 When You book any Martial Arts Class, We will require You to pay Us in advance for it, and We will be entitled to keep some or all of that payment as set out in sub-Clause 3.10 below if You later cancel the Martial Arts Class without giving Us prior notice of at least 24 hours notice
- 3.8 We may treat a Martial Arts Class that You have booked as cancelled by You without notice to Us if You arrive after the start of the Martial Arts Class or the start of any warm up for that Martial Arts Class or You do not attend any of the Martial Arts Class. We may then (but We are not obliged to) give Your place in the Martial Arts Class that You cancelled to any “wait-list” or “drop in” customer. We may decide to make a charge to You for that cancelled Martial Arts Class, and sub-Clause 3.10 below will apply.



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- 3.9 You may cancel a Martial Arts Class without charge if You give Us at least 24 hours' prior notice of the cancellation, and if You do so We will refund to You any sum You paid in advance unless when You cancel You ask to rebook for a later, substitute, Martial Arts Class instead and We accept that substitute booking.
- 3.10 If You do not give Us at least 24 hours' notice prior notice of cancellation of a Martial Arts Class, We will be entitled to charge You for any net financial loss up to the full price of that Martial Arts Class that We suffer due to Your cancellation. We will be entitled to deduct that charge from any sum You paid in advance for that Martial Arts Class, and We shall refund any balance to You.
- 3.11 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Martial Arts Class without giving Us at least 24 hours' prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.8 or 3.10.
- 3.12 We may cancel a Martial Arts Class booked by You at any time before the time and date of that Martial Arts Class in the following circumstances:
- 3.12.1 The required minimum number of people for the Martial Arts Class have not booked for that Martial Arts Class; or
 - 3.12.2 The required instructor necessary for the Martial Arts Class is not available; or
 - 3.12.3 An event described in sub-Clause 9 below occurs and continues for more than 24 hours; or
 - 3.12.4 We find that you are not a "Consumer" (as defined in Clause 1 above).
- If We cancel a Martial Arts Class in such circumstances We will refund to You in full the payment that You have made to Us for that Martial Arts Class.
- 3.13 We will use all reasonable endeavours to start the Martial Arts Class that You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Martial Arts Class or by other circumstances. If a delay to the start is at least 20 minutes, or, if at any time before or after You arrive for a Martial Arts Class We notify You that there will be a delay of at least that time, You may cancel the Martial Arts Class and We will refund to You in full the payment that You have made to Us for that Martial Arts Class.
- 3.14 Martial Arts Classes prices and instructors are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.15 We reserve the right to expel You from any Martial Arts Class if Your conduct is in Our reasonable opinion unacceptable, is in breach of any of Our policies published in the Club Handbook, or is or may be in Our reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Martial Arts Class or who are in any other Martial Arts Class being held then or to be held subsequently. You will not be entitled to any refund for a Martial Arts Class started but not completed due to such expulsion.



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4. Fees and Payment

- 4.1 You must pay in accordance with Our Price List for all Martial Arts Classes that We fully and correctly provide to You.
- 4.2 You may pay Us for Martial Arts Classes using any of the following methods:
 - 4.2.1 Bank transfer (preferred); or
 - 4.2.2 Cash
- 4.3 We may alter Our prices without prior notice, but if the price of any Martial Arts Class increases between the time when You book it and the date of the Martial Arts Class, the price increase will not apply to You for the Martial Arts Class on that date.

5. Eligibility to take a Martial Arts Class

- 5.1 We only make any Martial Arts Class available to a “Consumer” (as defined in Clause 1 above), and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to attend any Martial Arts Class. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Martial Arts Classes.
- 5.2 We will not accept Your application to register or make any Martial Arts Class available to You unless You are aged 18 or over or an adult or legal guardian signs on your behalf if you are under 18. We may require evidence of Your age for that purpose.

6. Martial Arts, Health and Safety

- 6.1 You acknowledge that certain Martial Arts Classes may be physically strenuous and You agree that You voluntarily participate in such Martial Arts Classes with full knowledge that even if We and the relevant instructor is not negligent there is a risk of personal injury or illness arising from Your participation in such a Martial Arts Class.
- 6.2 Certain Martial Arts Classes may be unsuitable for You if You have special needs, or any medical, health or Martial Arts problem or condition.
- 6.3 You must ensure that you are fit and well enough to participate in any Martial Arts Class that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 6.4 If You have any concerns about Your Martial Arts or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Martial Arts Class. We cannot and do not provide any such advice.
- 6.5 You agree that when You register and when You book and attend any Martial Arts Class, that will be Your confirmation that You have no health or Martial Arts problems which may affect your participation in any Martial Arts Class.
- 6.6 When You request a booking for a Martial Arts Class and [at least 48 hours] before You attend any Martial Arts Class, if You tell Us at that time about any medical, health



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or Martial Arts issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.

- 6.7 If You do not tell Us before a Martial Arts Class of anything referred to in sub-Clause 6.5 or 6.6 that We then discover, We will be entitled not to provide some or all of a Martial Arts Class booked and to treat the Martial Arts Class (or the affected part of it) as cancelled by You without notice, in which case We may make a charge to You for the cancelled Martial Arts Class (or part of it) as set out in sub-Clause 3.11 above.
- 6.8 You must not attend any Martial Arts Class when under the influence of alcohol or illegal drugs or immediately following a heavy meal.
- 6.9 You should arrive at least 10 minutes prior to the start time of a Martial Arts Class and before any warm up involved in that Martial Arts Class, to allow for a prompt start. If You know You are going to be late for a Martial Arts Class, You should contact Us to tell Us as soon as You can before the Martial Arts Class start time. If You arrive later than a Martial Arts Class start time and You arrive after any warm-up for that Martial Arts Class has begun, We may not permit You to participate in the Martial Arts Class for health and safety reasons.
- 6.10 Fire exits are clearly marked and are in the interests of safety. You must not obstruct these exits for any reason. In the event of a fire, You should make your way to the nearest available exit with all possible speed and assemble at a safe distance from Our premises so that We may take a roll-call of all those at Our premises when the fire alarm sounded. The assembly point is outside the Pump House on Cooperage Green.

7. Rules

- 7.1 We do not permit You to:
 - 7.1.1 smoke anywhere on Our premises;
 - 7.1.2 make or receive mobile phone calls in the training area of Our premises. Mobile phones should be switched to silent mode during a Martial Arts Class;
 - 7.1.3 leave on Our premises any unsupervised child/ren under the age of 18 as We do not have anyone to supervise them.
 - 7.1.4 bring any animals into Our premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
 - 7.1.5 bring any crockery, glass, drink (except water/soft drink) or food into any part of Our premises. Only water/soft drinks, either in a plastic bottle or paper cup, is permitted in Our premises.
- 7.2 If a Martial Arts Class requires specific clothing, footwear or other items, details of the Martial Arts Class will specify those requirements and You must provide them for Yourself. Clothing and footwear not worn for the Martial Arts Class should be stored in the location that We tell You about on arrival. Loosely swinging or sharp jewellery should be removed before a Martial Arts Class. If You do not comply with any of these



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dress requirements, We may not allow You to participate in the Martial Arts Class.

8. Gift Vouchers

- 8.1 Gift vouchers are available in multiples of £10
- 8.2 Gift vouchers are valid either for the period specified on the gift voucher or, where no period is specified, indefinitely.
- 8.3 Gift vouchers may be redeemed only for Martial Arts Classes and may not be redeemed partly or wholly for cash.

9. Events beyond our reasonable control

- 9.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 9.2 If any event described under sub-Clause 9.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Martial Arts Classes as necessary. You may, without liability to Us, cancel any Martial Arts Class(es) which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Martial Arts Class(es).

10. Limitation of Liability

- 10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We provide or sell all Martial Arts Classes to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 Each of Our instructors is appropriately qualified to conduct the particular Martial Arts Class which they conduct but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or Martial Arts professional or therapist.
- 10.4 If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us or our staff. We will not be responsible for any loss or damage to Your personal belongings caused by any other customer, guest or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 7.2. We

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therefore advise You not to bring any valuable belongings to Our premises.

10.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

10.6 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

10.6.1 the Consumer Rights Act 2015;

10.6.2 the Regulations;

10.6.3 the Consumer Protection Act 1987; or

10.6.4 any other consumer protection legislation

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Club Handbook Data Protection and Privacy available from <https://unit12gosport.com/safeguarding/>

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Martial Arts Classes or Ourselves and Our business which You take into account when deciding to make a Unit 12 Martial Arts Limited. Registered in England. Company Number 16135290.



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booking or when making any other decision about Martial Arts Classes will be part of the terms of Our contract with You as a Consumer.

15. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Martial Arts Classes or any other complaint about Us or any of Our staff, please raise the matter with Ashley Stocker who can be contacted at Our premises or contact@unit12gosport.com. Our compliments and complaints policy can be found in Our Club Handbook at: <https://unit12gosport.com/safeguarding/>

16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.