



## GENERAL CONDITIONS OF SALE

Applicable from March 1<sup>st</sup>, 2017

### 1. ACTIVITIES OFFERED

On account of their enrolment, the student member can benefit from the facilities and access to all group classes, specific to their membership, online video classes on [www.maa-academy.ch](http://www.maa-academy.ch), one SCAN FIT 3D session, and tips given by the coaches and participants.

The 'Machines' area is restricted to those having subscribed to a Cross Fight Training or FULL membership. Please note that children and teenagers under 16 years old are prohibited from the 'Machines' area, unless authorized by their parents.

The class timetable and the types of classes offered, as well as the opening hours of the club, may change during the year, at the discretion of the MAA management and/or in response to the demands of its members, with the understanding that the club is open 7 days a week, and that classes are available 12 months out of 12, except during public holidays and other exceptional closures announced in advance.

With regard to an MAA membership for online classes only, the member will be authorized to access all videos related to the discipline they have chosen on the online platform, however in no case, does this allow access to either group classes or to the 'Machines' area of the MAA.

If a non-member of the MAA buys one or more private lessons, the member will be granted access to the MAA installations (sports hall, 'Machines' area, changing rooms and lockers) uniquely on the days that these lessons take place, and with a window of 30 minutes before and 30 minutes after, the private lessons.

### 2. MEMBERSHIP AGREEMENT

The membership agreement is established between the member pupil and the *Martial Arts Academy Geneva Sàrl*. This membership is specific and non-transferrable.

Once payment for the membership has been made, whether at the reception of the MAA, or via its website, each student (except for non-members having reserved one or more private classes) will receive a personalized membership card.

This card will allow the student to enter the site safely - between 7 am to 10 pm on weekdays, and between 10 am to 6 pm during weekends, except during public holidays - using the badge at the entrance, as well as being able to use a locker. In case of loss of the card, you will be provided with a new one, at a cost of CHF 35.-.

This contract requires a club t-shirt to be worn to all group classes, and in order to be able to participate, each student must wear clothing appropriate to the discipline being taught.



### 3. ILLNESS, ACCIDENT, MILITARY SERVICE

Freezing one's membership is only possible for the following reasons:

- Illness lasting over 2 weeks, or an accident, but only upon presentation of a medical certificate
- Military service, upon presentation of marching orders

The period of absence will be added to the end of the contract, and therefore extend it.

Only for reasons of illness or accidents that could stop the practice of a long-term discipline being taught (at least 2 years), and upon presentation of a medical certificate, the reimbursement of the membership will be possible in proportion to its time of use.

### 4. DURATION OF CONTRACT

**'Full' membership, one discipline, or online classes:**

The current contract is valid for a duration of one year from the date of its signing, and payment. **It will be automatically renewed** from one year to another, **unless intent to cancel is provided either by e-mail or mail, at least 2 months before the expiration date of the contract.**

**Private classes:**

The current contract is valid during the times of, or the time slots for, the private classes. **In the event that the Martial Arts Academy Geneva Sàrl ceases to operate during the term of the class, no reimbursement will be made.**

### 5. PRICES & DISCOUNTS

The MAA joining fee is CHF 60.-, is to be paid at the time of your first subscription, and gives you the right to a club t-shirt. This joining fee is not required for those non-members of the MAA taking private classes.

Even though the MAA offers only annual memberships, it is possible to make monthly payments exclusively by direct debit. All delay of payment will block the access to the MAA, and the member card will automatically be pulled out until the accounting situation is resolved. To be noted that eventual reminder and recovery fee will be charged to the concerned member.

The automatic membership renewal **will be set with the price of the renewal enforced date, and all granted advantages with the previous membership will become lapsed.**

Therefore, the application of special rates (for companies, promotions...) will be subject to the conditions of the grant for membership renewal.

In order to benefit from special rates specifically for members of the *International Police Association (IPA)*, or people that have followed or passed their *Fitspro* training, it is mandatory to bring a valid proof such as a supporting document that certifies the enrollment of validity



in progress, or a copy of the mentioned certificate. This is the same for all black belt holders – no matter the discipline: a certificate from a recognized federation is required.

If 2 people from the same family are enrolled (parents and/or children) you benefit from a 15% reduction on the price of those 2 subscriptions.

If 3 people from the same family are enrolled you benefit from a 20% reduction on the price of those 3 subscriptions.

If 4 or more people from the same family are enrolled you benefit from a 30% reduction on the price of those subscriptions.

If you refer a relative, friend, or colleague, for each new member that you introduce, you have the right to either a 1 month extension to your subscription, or a free kimono.

A trial class costs CHF 25.-, and includes a free club t-shirt. If, following the class, you take out a subscription, this amount is deducted, and the additional joining fee is only CHF 35.-.

## 6. RULES

The managers and coaches reserve **the right to exclude any student member without reimbursement of either their subscription, or the enrollment fee**, if they believe that their behaviour is harmful to the club or its members, or if they do not respect the internal rules of the dojo, as well as the shared values of honor, righteousness, loyalty, courage, and respect.

Likewise, concerning respect towards others, the following will not be tolerated in group classes or private lessons:

- Lateness exceeding 15 minutes
- Acts of gratuitous violence
- A lack of hygiene
- Untimely chatting
- Use of mobile phones to film the classes or to take photos

The use of outdoor shoes is forbidden in all areas of the MAA, including the 'Machines' area. They are only allowed at reception and in the waiting room.

Student members who do not wish to train in bare feet, must use indoor training shoes, with a non-marking sole. Anti-slip socks are compulsory when using the trampolines.

Every student member using the 'Machines' area, must bring a gym towel. Also, when they move from one machine to another, they must leave the previous machine clean and dry. In the 'Machines' area, it is requested that all avoid wearing inappropriate clothing that could be considered indecent. In addition, during the free SCAN FIT 3D session, wearing underwear is compulsory.

Lockers are not private and must be emptied at the end of the day. It is forbidden to all members to let their personal belongings inside. Failing that, the MAA will have to involve a provider to open them, and the concerned member will have to pay for the fee.



## 7. OTHER

All changes of address must be notified at the reception of the MAA, or by e-mail at [info@maa-academy.ch](mailto:info@maa-academy.ch) in order to avoid eventual research fee.

The dojo and its instructors **cannot be held responsible** in case of damage or injury to members, caused by other club members, or any other accident occurring during the classes.

It is the responsibility of all participants to have appropriate insurance covering the practice of martial arts and combat sports.

Although the MAA is equipped with a video surveillance system, and access is secure, the dojo declines all responsibility in the event of loss or theft of members' personal belongings occurring on its property.

The entrance or the exit through the emergency exit is strictly banned when no emergency is signalled. It is the same for any other access of the club.

## 8. USE OF PICTURES AND VIDEOS

All members **accept that photographs and videos of themselves may be taken during classes and events** of the *Martial Arts Academy Geneva Sàrl*, and that these may be published on [www.maa-academy.ch](http://www.maa-academy.ch) website or our various social networks (Facebook, Youtube, Instagram, Vimeo) in order to deliver informative, promotional and sharing results within MAA community.

An email can be sent to [info@maa-academy.ch](mailto:info@maa-academy.ch) for all access request of a picture or a video removal/rectification

## 9. PARTIAL NULLITY

The eventual partial, total, present or future nullity of a disposal of current general Conditions does not affect the validity of other disposals.

## 10. APPLICABLE RIGHTS AND JURISDICTION

In the event of litigation between the club and one of its members, Swiss law is the only law applicable, and the Geneva court's jurisdiction is appropriate, with the right to an appeal to the Federal Court.

Nevertheless, the MAA can at any time assert its rights in the member's place of residence court or any other court's jurisdiction. Swiss law remains here strictly applicable.

In witness, whereof, the member has indicated their agreement by their signature below.

Date:

Signature:

**DISCLAIMER: The English translation of this document is made for informational purposes only. The French version is the only legally and binding document.**