



# GENERAL TERMS OF SALE

Valid as of January 4, 2022

## 1. SUGGESTED ACTIVITIES

By registering, the student member benefits from the facilities and access to the Martial Arts Academy Geneva Sàrl (the Academy), from all the group classes specific to his or her membership, and from the advice given by the teachers and instructors.

As a reminder, children under the age of 16 do not have access to the « Weight & Cardio » area.

The schedule and type of classes offered as well as the opening hours of the club may change during the year, at the discretion of the Academy's management and/or according to the request of its members, knowing the Academy is open 6 days a week and that classes are given 12 months a year except for holidays and other exceptional closures announced in advance.

If the teach is absent due to vacations, travel, competition, illness... the management will do its best to replace the class by an equivalent one. If not, the member will have the possibility to go to any other class, independently of his/her membership.

If a non-member of the Academy purchases one or more private classes, the non-member will be allowed to access the Academy's facilities (gym, "Weight & Cardio" area, locker room) only on the day(s) the classes are held and within 30 minutes before and after the private class(es).

## 2. MEMBERSHIP AGREEMENT

The membership agreement is established between the student member and the *Martial Arts Academy Geneva Sàrl*. The membership is nominative and non-transferable.

One the payment of the membership is made, either at the Academy's reception or on its website, each student (except for non-members who have booked one or more private classes) will receive a personal membership card. In the case of monthly payments, the car is issued once the first payment is made. For one-month memberships, a personal membership car is still issued even without registration fee. This card must be returned at the end of the contract, otherwise a CHF 25 penalty will be charged.

This card will give the member secure access to the Academy – by signing in at the entrance - from Monday to Thursday from 10 :00 am to 09 :30 pm, Friday from 10 :00 am to 08 :00



pm and Saturday from 09 :00 am to 04 :00 pm (except for public holidays and exceptional closures), as well as the right to use a locker that can be closed/opened with the same badge.

In case the car is lost, a new one will be provided upon payment of CHF 25.00.

Each student must wear the appropriate clothing for the discipline being taught. Their personal training equipment, such as protections, gloves, kimono, sportswear are at the charge of the customer who is free to buy it via the Academy's online store <https://shop.maa-academy.ch> or in any other store.

### **3. ILLNESS, ACCIDENT, MILITARY SERVICE**

The postponement of the membership is only applicable for the following reasons:

- Accident or illness exceeding 2 weeks, with the obligation to present a medical certificate
- Military service, upon presentation of the marching order.

The period of absence will be postponed to the end of the contract and will extend it accordingly.

Only in the case of an illness or accident preventing the practice of a discipline taught over a very long period (at least 2 years) and upon presentation of proof, the subscription may be transferred, in proportion to its time of use, to a family member or to the person of the student member's choice.

### **4. CONTRACT DURATION**

**Membership:**

The membership contract is valid once the contract has been signed and payment has been received in full or in part as mutually agreed, and for the selected duration (1 month, 3 months, 6 months or 1 year). The subscription can be activated upon signature and payment or at a date chosen by the member. No subscription will be automatically renewed.

**Private lessons:**

The contract is valid for the time of the slot(s) booked for private lessons.

Non-use of the *Martial Arts Academy Geneva Sàrl*'s services does not result in cancellation of the contract, nor does it result in termination or refund. The cost of the contract remains entirely due by the member.

**Covid-19:**

In the event of health measures involving the closure of the *Martial Arts Academy Geneva Sàrl*, the contract will be automatically extended for the duration of the announced closure.

**Other:**



If the *Martial Arts Academy Geneva Sàrl* ceases to operate during the season, no refund will be possible.

## 5. RATES & DISCOUNTS

For some annual memberships, payment can be made in several monthly instalments. Please note that any late payment will block access to the Academy and will result in the immediate withdrawal of the membership card until the accounting situation is regularized. Please note that any reminder and collection fees will be billed to and owed by the subscriber concerned, especially if a debt collection service provider is used.

In case of a membership renewal, the rate applied will be **the one in effect at the date of renewal and any advantage granted with the previous subscription becomes null and void.**

Therefore, the application of special rates (negotiated rates for certain companies, promotions, etc.) is subject to the examination of granted conditions at the time of renewal of the membership.

To benefit from the special rate for members of the International Police Association (IPA), as well as for people with a student rate, proof of a valid membership or a copy of the diploma mentioned is required. The same applies to all black belt holders - regardless of the discipline practiced: a certificate from a recognized federation is required.

To benefit from the black belt rate, the student member must actively participate in the life of the Academy by assisting the teachers of his or her discipline during their classes and/or during their possible absences. If a black belt member does not want to actively participate in the life of the Academy as described above, he/she can only benefit from the same rate as the one granted to professional security guards.

The “try-out” class is CHF 25. If the membership is concluded after the class, the registration fee will be deducted from the amount to be paid.

## 6. PAYMENT

The managers and teachers reserve the right to **exclude any student member without reimbursement of his or her membership**, if they feel that his or her behavior is harmful to the Academy and its members or if he or she does not respect the internal rules of the dojo as well as the shared values of the *Martial Arts Academy Geneva Sàrl*.

Out of respect for other members, the following will not be tolerated in group or private classes:

- Non-conforming and inappropriate clothing
- Late arrivals of more than 15 minutes
- Acts of gratuitous violence



- Lack of hygiene
- Use of cell phones to film classes or take pictures
- Unwanted chatter in children's and teenagers' classes

The use of outdoor shoes is prohibited in all the Academy's classrooms, as well as in the "Weight & Cardio" area. They are only allowed at the reception desk, the stairways and corridors giving access to the changing room and toilets.

Student members who do not wish to work out barefoot must use indoor sneakers with soles that do not mark the floor.

Each student member who uses the "Weight & Cardio" area must bring a shower towel. When leaving each machine, they must make sure to leave it clean and dry.

Lockers must be vacated at the end of the day. They are not private, and subscribers are not allowed to leave personal belongings inside. The Academy may ask a service provider to open the lockers if items are left, at the expense of the subscriber concerned, and the material inside will be put aside for a week, then destroyed for hygiene reasons.

## **7. MISCELLANEOUS**

Any change of address should be reported to the Academy's reception desk or by email to [info@maa-academy.ch](mailto:info@maa-academy.ch) to avoid possible search fees that would then be charged to the member.

The Academy and its instructors are not responsible for any damage or injury to its members caused by other members or for any other accident that may occur during the classes.

It is the responsibility of each participant to be properly insured for the practice of martial arts, self-defense, fitness, and combat sports.

Although the Academy is equipped with a video surveillance system and its access is secured, the dojo declines any responsibility for loss or theft of private belongings of its members, occurring within its premises.

Entry or exit through the emergency exit is strictly forbidden except in an emergency. The same applies to any access other than the main door of the Academy.

## **8. USE OF PHOTOS AND VIDEOS**

Each member agrees that photos and videos of him/her can be taken during the classes and during events of the Martial Arts Academy Geneva Sàrl and that they can be published on the website [www.maa-academy.ch](http://www.maa-academy.ch) and on social networks (Facebook, Instagram, YouTube, Vimeo) for informational, promotional and sharing purposes within the Academy's community.



To request access, correction or deletion of a photo or video, an email can be sent to [info@maa-academy.ch](mailto:info@maa-academy.ch).

## 9. PARTIAL NULLITY

If any provision of these terms and conditions is or becomes invalid, this shall not affect the validity of the remaining provisions.

The change of a teacher during the contract does not constitute a reason to terminate the contract if the lessons are provided by another teacher with all the required qualifications.

## 10. APPLICABLE LAW AND JURISDICTION

In the event of a dispute between the Academy and one of its members, Swiss law shall be exclusively applicable, and the courts of Geneva shall have jurisdiction, subject to appeal to the Federal Court.

However, the *Martial Arts Academy Geneva Sàrl* is entitled to assert its rights before a court in the member's place of residence or any other competent authority, Swiss law remaining exclusively applicable.