



## **TERMS AND CONDITIONS**

These Membership Terms and Conditions apply to all individuals, including both Scramble Academy members and "drop-ins." By accessing and utilising our Academy facilities, you are deemed to have agreed to comply with these Terms and Conditions. They are an integral part of your membership contract and are essential for upholding the standards and ensuring the optimal experience of all members.

Non-compliance with these Terms and Conditions may result in ejection from the Academy, denial of access, or termination of membership, at our discretion, particularly if the non-compliance is considered significant.

We reserve the right to reasonably amend these Terms and Conditions at any time. It is your responsibility to stay updated with any changes by regularly reviewing the current version available on our official communication channels.

By maintaining membership or accessing our facilities, you affirm your understanding and agreement to adhere to these Terms and Conditions.

### **General**

To ensure a safe and enjoyable environment for all individuals at Scramble Academy, we kindly request your compliance with the following Code of Conduct:

1. **Respectful Behaviour:** Conduct yourself in a well-mannered fashion that respects the rights and comfort of others. Avoid using foul, loud, or abusive language, behaving in a threatening manner, or engaging in any form of harassment towards fellow members, drop-ins, or staff. Mutual respect should be displayed at all times.
2. **Hygiene Practices:** Sanitize your hands upon entering the Academy, and remove your shoes in the designated area provided outside the reception area. This helps maintain cleanliness and hygiene.
3. **No Shoes on Mats:** For the preservation of our mats' cleanliness, no shoes are permitted on the mats at any time, except for Olympic Wrestling shoes that have exclusively been worn on matted surfaces.
4. **Footwear in Toilet/Shower Areas:** Wear sandals/sliders/flip-flops when entering any toilet or shower area. Going barefoot in these areas is strictly prohibited.
5. **Single Occupancy in Cubicles:** Only one individual is allowed in a toilet or shower cubicle at any given time.
6. **Personal Hygiene:** Maintain a high standard of personal hygiene, including trimmed nails and clean hands and feet, to ensure a hygienic training environment.

7. **No Training with Open Sores or Wounds:** Under no circumstances are you permitted to train with open sores, rashes, or wounds. Merely covering them is not sufficient. Our staff will instruct you not to participate in training in such circumstances.
8. **Blood Clean-up:** In the event of bleeding, blood must be immediately cleaned up and disposed of hygienically using the provided sanitizing products.
9. **Respectful Training:** Respect your training partners by matching their skill level and desired intensity, regardless of the purpose of the training. Avoid going all-out on someone significantly smaller or less experienced, as this hinders the learning process.
10. **Responsible Use of Equipment:** You are permitted to use Scramble Academy equipment, such as boxing gloves, pads and weights, provided that you clean them as required and return them to their designated storage area.
11. **Suitable Training Attire:** Training wear must be colourfast and without zips, buttons, or studs to prevent damage to the mats through dyeing, scratching, or tearing.
12. **Prohibited Substances:** It is strictly prohibited to bring, use, or be under the influence of illegal drugs within the Academy premises. Additionally, the consumption of intoxicating liquor or being intoxicated within the Academy is not allowed.
13. **No Smoking:** Smoking, including the use of e-cigarettes or similar devices, is strictly prohibited in all areas of the Academy.
14. **Breach of Terms and Misconduct:** Serious or repeated breaches of these Terms and Conditions, your Membership contract (if applicable), or engaging in any form of serious misconduct may result in Membership termination, denial of entry, or ejection from the Academy.
15. **Complaints Procedure:** If you have any complaints, please communicate them privately to a member of the relevant Academy management. Alternatively, you may submit a written complaint via email to [info@scrambleAcademyleeds.com](mailto:info@scrambleAcademyleeds.com).

Your adherence to these guidelines is greatly appreciated and contributes to the overall positive atmosphere and experience at Scramble Academy.

## **Social Media**

At Scramble Academy, we value the importance of providing a safe and moderated space for our members to communicate and connect. Please take note of the following guidelines regarding communication channels:

1. **Official Scramble Academy Pages:** The official Scramble Academy Facebook page and the associated Scramble Academy Members' page are administered and moderated by Scramble Academy. These pages serve as platforms for members to engage in discussions and receive updates from the Academy.
2. **Positive Representation:** We encourage all members of Scramble Academy to represent the Academy in a positive light on social media platforms. When mentioning or discussing Scramble Academy, please ensure that your posts, comments, and interactions reflect our values of respect, sportsmanship, and inclusivity. Your online presence can have an impact on the reputation and image of the Academy, so we kindly request that you consider the following:
  - a. **Thoughtful Engagement:** Engage in constructive and respectful discussions when sharing your opinions or experiences related to Scramble Academy on social media. Encourage a positive and supportive environment for fellow members and the wider martial arts community.

- b. Responsible Content: Be mindful of the content you share or post about Scramble Academy. Ensure that it aligns with our values and promotes a safe and inclusive training environment. Refrain from sharing confidential or sensitive information about the Academy or its members without appropriate authorisation.
- 3. Personal Disclaimers: When expressing personal opinions or experiences online, it is important to make it clear that your views are your own and do not necessarily represent the official stance of Scramble Academy. Adding a simple disclaimer such as "The views expressed are my own and not those of Scramble Academy" helps clarify that your statements are personal and not endorsed by the Academy.
- 4. Community-Led Group Chats: Various group chats have been established by the Academy or our members as additional communication channels. When you sign up, you will be provided with information about these group chats. It is important to note that these group chats are self-managed by the community, and all contributions are made by individuals as members of the community, not as representatives of the Academy. The administrators of these group chats are not officially appointed by the Academy and do not act in an official capacity. Please be aware that Scramble Academy does not monitor, moderate, or police these group chats in any way, and therefore, cannot assume responsibility for the content posted therein.
- 5. Contacting Staff: Please refrain from contacting members of our staff personally over social media platforms regarding any matters related to Scramble Academy. Any responses received from staff members through personal accounts or channels other than [info@scrambleAcademyleeds.com](mailto:info@scrambleAcademyleeds.com) may not reflect the official stance of Scramble Academy. We encourage you to direct your inquiries or concerns to the designated Academy email for accurate and official responses.

By adhering to these communication guidelines, we strive to foster a positive and inclusive environment for all members of the Scramble Academy community.

### **Property**

- 1. Valuables and Personal Property: Scramble Academy strongly recommends that members and drop-ins leave valuables at home or securely stored in their vehicles. While we strive to maintain a safe environment, Scramble Academy cannot assume responsibility for any lost, stolen, or damaged personal property. Please exercise caution and take necessary precautions to safeguard your belongings.

### **Parking**

- 1. Parking and Property Responsibility: Ample, free on-street parking is available on both sides of the road adjacent to the Academy. However, members and drop-ins are strictly prohibited from using the parking spaces in the two compound car parks. It is important to note that Scramble Academy does not accept liability for any lost, stolen, or damaged property or vehicles. We advise all individuals to exercise caution and take appropriate measures to ensure the safety of their belongings and vehicles.

### **Membership and Drop-Ins**

1. Anyone attending classes without a membership pays a £12.5/session “drop-in” fee to the Member of Staff at reception **before** the session.
2. On signing up to a monthly membership you consent to Scramble Academy invoicing and charging your debit/credit card the value of the membership signed up for on a monthly basis, until you request that we cancel the membership. All monthly memberships have a contracted minimum length of 3 months. You agree to not request cancellation until this term is up.
3. There is a monthly unlimited rolling membership with a discount for students. Student membership is for anyone holding a valid NUS or other recognised student ID, or anyone at secondary school, 6<sup>th</sup> form or college. We also extend student membership to anyone who works for the NHS, Police, Fire or Armed Services. Anyone else falls under adult membership.
4. Valid student ID or proof of eligibility for student membership must be brought to Scramble Academy for validation by a Member of Staff when signing up at the Academy or on your first session after signing up online.
5. Membership subscription fees are processed via monthly credit/debit card invoicing on Stripe. Payment will be invoiced on the same day of the month as when signup occurred, i.e. a signup on 22<sup>nd</sup> of May will be immediately invoiced and charged, then invoiced/charged next on 22<sup>nd</sup> June, then 22<sup>nd</sup> July etc. This may be shifted slightly in cases such as the subscription invoice day landing on a bank holiday, or payments normally on the 31<sup>st</sup> in a month without that many days etc.
6. Each subscription invoice pays for the next month’s lesson allowance in advance. For example, a membership originally invoiced and paid on the 22<sup>nd</sup> May will entitle the Member to train at Scramble Academy until the 22<sup>nd</sup> June, when the next invoice will be charged, for sessions until 22<sup>nd</sup> July etc. A subscription fee does not cover any time other than the month immediately after invoicing.
7. Subscription invoicing dates can be altered to a date other than that you originally signed up on, if this is more convenient, although this will incur a pro-rata change in the next subscription fee to ensure all days are still covered by the membership. For example, deciding to change invoice date to the 15<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 15<sup>th</sup> will be proportionally cheaper than usual, to prevent you “loosing” 7 days. Likewise, changing invoice date to the 29<sup>th</sup> from the 22<sup>nd</sup> will mean that the first invoice on the 29<sup>th</sup> will be proportionally more expensive, to prevent a free “gain” of 7 days membership. In these instances, we will let you know the difference in your next invoice.
8. Subscription fees are final, and cannot be refunded, even in the event that you do not attend the Academy for an entire month after paying a subscription fee for that month. It is your duty to cancel membership in a timely manner in the event of long absences, and your duty to make the most of your membership after paying a subscription fee.
9. In the event of an invoice being unable to be charged instantly upon invoicing, due to but not limited to insufficient funds or a change of debit/credit card, we do not impose any penalties. You are however obliged to get in contact or respond ASAP to sort out or discuss any issues where they arise, via email or Facebook message to the Academy page.
10. If payment is still not resolved 1 month after the initial invoice, in the absence of a waiver granted at the discretion of one of the Scramble Academy Members of Staff, this will count as a cancellation, and may incur charges or penalties as detailed below.
11. If payment is delayed, the membership subscription period still begins from the date of

the original invoice, and not the date of eventual payment. For example, if a subscription fee is invoiced on the 22<sup>nd</sup> June, but the charge fails due to insufficient funds, the membership period will still be 22<sup>nd</sup> June – 22<sup>nd</sup> July no matter the date of eventual payment. Membership is from one month after date of invoice, not payment.

12. Memberships do not include private sessions or consultations.
13. Membership is not transferable and must be used only by the registered Member.
14. Scramble Academy reserves the right to cancel any membership if we view the Member in question to be breaching our Terms and Conditions or behaving in a way which we deem offensive or dangerous. If this is the case, we will cancel the membership and the Member will not be liable to pay the remaining months of his/her contract or any fees normally incurred.
15. Scramble Academy reserves the right to refuse membership or admittance.

### **Membership Cancellation/Alteration**

1. Memberships can be cancelled or altered by either email ([info@scrambleAcademyleeds.com](mailto:info@scrambleAcademyleeds.com)), Facebook message to the Academy page, or by requesting from one of the Members of Staff in person. We strive to enact any requests as fast as possible, but as we are only a very small team this can sometimes take up to 5 working days. For this reason, please try and request any changes as early as possible before your next billing date.
2. Student and Adult unlimited memberships can be cancelled at any time after the contracted minimum length.
3. Refusal or inability to pay membership will result in being limited to only “drop-ins”.

### **Martial Arts Disclaimer**

Please carefully read and understand the following disclaimer before participating in any martial arts activities at Scramble Academy. By engaging in martial arts training, you acknowledge and agree to the following:

1. Changes to Timetable: Scramble Academy reserves the right to modify class schedules or substitute instructors without prior notification. It is your responsibility to stay informed about any changes through our official communication channels.
2. Assumption of Risk: While Scramble Academy strives to create a safe training environment and follows comprehensive risk assessment procedures, you acknowledge that participation in any form of exercise carries inherent risks. Even with precautionary measures, there is always a small possibility of injury, illness, or, in extreme cases, fatality.
3. Common Minor Injuries: During martial arts training, particularly in live rolling or sparring sessions, it is common to experience minor injuries such as bumps, bruises, scrapes, scratches, and soreness. These are considered a normal part of the training process, and most learners will encounter such minor injuries from time to time.
4. Intermediate Injuries: You understand that there is a possibility of encountering intermediate injuries, including sprains, strains, twists, cramps, cuts, and injuries of similar magnitude. Although not as common as minor injuries, these injuries can occur during training activities.
5. Serious Injuries: While less frequent, you acknowledge the possibility of serious injuries,

such as fractured bones, broken bones, and torn ligaments. It is important to note that most students should not encounter these injuries; however, the risk exists, albeit remote.

6. Risk of Severe Consequences: You accept that, no matter how remote, there exists an extremely minor risk of severe consequences, such as death or permanent disability, resulting from martial arts training. While this risk is exceedingly rare, it is important to acknowledge its existence.
7. Release of Liability: Scramble Academy, its staff, agents, and subcontractors shall not be held responsible in the event of any injury, accident, illness, or death that may occur during martial arts training. Except as required by the Occupiers Liability Act 1984, as amended, Scramble Academy accepts no liability beyond the duty imposed by this legislation.
8. Attention to Injuries: It is strongly advised that you pay attention to any uncomfortable or painful sensations resulting from an injury, whether obtained on or off the mats, and avoid training through acute pain. If problems from an injury persist, we strongly recommend consulting a doctor or relevant medical professional. You acknowledge and agree to follow this advice.
9. Personal Insurance: Scramble Academy strongly advises you to obtain personal insurance coverage that adequately covers injuries as outlined above. It is your responsibility to ensure that your insurance policy meets your personal needs, including coverage for any potential inability to work resulting from injuries sustained during training.

By participating in martial arts activities at Scramble Academy, you acknowledge that you have read, understood, and agree to abide by this disclaimer. You accept the risks associated with martial arts training and release Scramble Academy from any liability beyond what is legally required.

### **Weights Area Disclaimer**

Please read this disclaimer carefully before using the weights area at Scramble Academy. By using the weights area, you acknowledge and agree to the following:

1. Consultation with a Physician: It is strongly recommended that you consult with a qualified physician or medical professional before beginning any exercise or weightlifting program. This is particularly important if you have any pre-existing medical conditions, injuries, or concerns about your health. Your physician can provide guidance on whether weightlifting is suitable for you and can recommend any necessary modifications or precautions.
2. Personal Responsibility: Your use of the weights area is entirely at your own risk. You are responsible for your own safety and well-being during your workouts. Scramble Academy, its staff, and instructors are not liable for any injuries, accidents, or damages that may occur as a result of your use of the weights area.
3. Proper Technique and Form: It is essential to learn and practice proper weightlifting techniques and form to minimise the risk of injury. If you are unfamiliar with correct lifting techniques or unsure about how to perform certain exercises, seek guidance from a qualified trainer or instructor before attempting them. Improper form or technique can increase the risk of injury.
4. Start with Appropriate Weights: Choose weights that are suitable for your current fitness level and abilities. Avoid using weights that are too heavy for you, as this can lead to strains, sprains, or other injuries. Gradually increase the weight as you progress and feel

comfortable.

5. Warm-up and Cool-down: Always warm up before your weightlifting session to prepare your muscles and joints for exercise. Similarly, cool down and stretch after your workout to promote flexibility and recovery. Neglecting warm-up or cool-down exercises may increase the risk of injury.
6. Spotter: When performing exercises that involve heavy weights or have the potential for injury, such as bench presses or squats, it is advisable to have a spotter present. A spotter can provide assistance and ensure your safety in case you need help or encounter difficulties during the exercise.
7. Equipment Safety: Inspect the weights, barbells, dumbbells, and other equipment before use. Report any damaged or malfunctioning equipment to the staff immediately. Always use equipment as intended and follow any posted instructions or guidelines for safe usage.
8. Hygiene and Cleanliness: Maintain proper hygiene in the weights area by wiping down equipment after use and using the provided sanitizing products. This helps prevent the spread of germs and ensures a clean and safe environment for all users.
9. Respect and Consideration: Show respect and consideration for other users in the weights area. Avoid disruptive or unsafe behaviour that may interfere with others' workouts. Use the weights area responsibly and be mindful of the space and equipment.
10. Personal Insurance: It is strongly recommended that you have personal insurance coverage that includes potential injuries resulting from weightlifting or exercise activities. Scramble Academy, its staff, and instructors are not responsible for any medical costs or damages that may arise from your use of the weights area.

By using the weights area at Scramble Academy, you acknowledge that you have read, understood, and agree to abide by this disclaimer. You accept full responsibility for your own safety and well-being while using the weights area.

### **Membership Agreement Declaration**

Before starting any physical training program, it is important to ensure that you are fit and healthy to do so. Please read the following questions carefully and answer each one honestly.

1. Has your doctor advised you not to do any physical exercise or training?
2. Are you pregnant or post –natal?
3. Do you suffer from asthma or breathing difficulties?
4. Are you taking any medication?
5. Do you suffer from diabetes or epilepsy?
6. Do you suffer from an allergy?
7. Has your doctor ever said you have a heart condition and should only do physical activity recommended by a doctor?

8. Do you ever feel pain in your chest when you do physical activity?
9. In the past month, have you had chest pain when you were not doing physical activity?
10. Do you lose your balance because of dizziness or do you ever lose consciousness?
11. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
12. Do you know of any other reason why you should not do physical activity?

If you answered yes to one or more questions, are older than age 40 and have been inactive or are concerned about your health, consult a physician before continuing with your Scramble Academy membership. You should ask for a medical clearance along with information about specific exercise limitations you may have.

In most cases, you will still be able to do any type of activity you want as long as you adhere to some guidelines, or provide our Members of Staff with relevant information. In continuing with your Scramble Academy membership, you acknowledge that you answered no to all of the above PAR-Q questions, or have medical clearance to continue.