

Terms and Conditions of your membership with Xen-Do/Niedō

1. What the terms cover

These are the terms and conditions that govern your membership at your chosen Xen-Do/Niedō Kickboxing club.

1.1 Why you should read them

Please read these terms carefully as these terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are:

The Xen-Do Brand

We are Pheonix Arts Ltd. A company registered in England and Wales Our company registration number is 7035954 and our registered office is at 8 Percy Road, London N12 8BU. Our VAT number is 179322782.

The Niedō Brand

Niedō Ltd. A company registered in England and Wales. Our company registration number is 11316434 and our registered office is at 8 Percy Road, London N12 8BU.

2.2 How to contact us

You can contact us by emailing us at:

Xen-Do General Enquiries:	info@xen-do.com
Xen-Do Membership Queries:	admin@xen-do.com
Xen-Do Bookings:	www.xen-do.com – Book your class

Niedō General Enquiries:	info@niedo.co.uk
Niedō Membership Queries	admin@niedo.co.uk
Niedō Bookings:	www.niedo.co.uk – Book your class

2.3 How we contact you

If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us on your membership application form

2.4 "Writing"

Writing includes emails. When we use the words "writing" or "written" in these terms, this means email.

3. Your Application

Our acceptance of your application will take place when either Xen-Do/ Niedō or our Direct Debit company email you a copy of the contract you have entered into together with both the Terms and Conditions for Xen-Do which cover your membership and the Terms and Conditions of the DD company which cover your membership fees. The date on your contract will be your joining date.

You will then be entitled to enjoy your membership whatever package you have chosen.

4. What we require from you

- A. Read Xen/Do/ Niedō's Terms and Conditions.
- B. You will be asked to sign a disclaimer, GDPR, medical, and photo consent (optional) form upon joining.
- C. It is your responsibility to inform us if there are any changes in your health that prevents you taking part in classes.
- D. Familiarise yourself with our club etiquette displayed on the wall of your dojo.

5. How long your membership will last:

- 5.1 Your membership will start on your Joining Date and will last for a minimum of 12 months/12 payments, 6 months/6 payments or a monthly rolling depending on the package you choose. All upfront and block classes purchased are valid for 12 months (an extension can be agreed on an individual basis). You cannot cancel your membership during the minimum term period chosen. If you do cancel your membership during the Minimum Term you will breach the contract between us. Cancelling your Direct Debit does not cancel your membership. The contract and your membership will continue after the Minimum Term on a monthly rolling, which you can cancel at any time giving one month's notice. Once your minimum term completes you will no longer benefit from the discount under your minimum term unless you renew. For cancellation during your minimum term please see clause 8.

6. Memberships

- 6.1 Xen-Do is a members' club and you can only train if you are a member and covered by our insurance and a license that is issued to you when joining;
- 6.2 We have a selection of packages below which can be taken **as group, personal or private classes.**

Minimum term contracts:

12 months	(with up to a 3 month freeze period if required)
6 months	(with up to a 1 month freeze period if required)
Monthly rolling	(no freeze period attached)
Upfront memberships	(same benefits as a 12 month minimum term contract)
Block classes	(same benefits as a 12 month minimum term contract)
Park Classes	(valid for one year from purchase or can be converted into the dojo)
Zoom Classes	Group, semi-private book through website www.xen-do.com/xen-do-live.php
Online Classes	Book through website www.xendovirtualtraining.com

- 6.3 For adult memberships you must be 18 years or older. Children's memberships must be signed by a parent/guardian.
- 6.4 Freezing should be notified in writing directly to Xen-Do at admin@xen-do.com;
- 6.5 Frozen contracts will be reinstated on the agreed direct debit date automatically without further reference to the member.

- 6.6 If you request to downgrade your membership during your minimum term, you will be required to sign a new 12/6 month contract.
- 6.7 Your membership of the Club is personal to you and you cannot let any person use your membership or give your membership to any other person unless we agree in writing. If you want to transfer your membership permanently to another person, you should ask us in writing. We will not necessarily agree, but we will consider your request fairly. Any proposed replacement member would need to give us the same types of information you gave us on joining, they would need to agree to these terms, and they would be subject to a fitness assessment. If we agree that you can transfer your membership to that other person, we will inform you in writing. In this circumstance, you will need to pay a reasonable administrative charge to deal with our costs of transferring your membership.
- 6.8 We require a minimum of 24hrs notice of any class cancellation or you may still be charged for the lesson.
- 6.9 Missed classes must be made up within the contracted period, if, however you renew your membership and there is no break period you can transfer classes which should be endorsed on your new membership at renewal.
- 7** Missed classes cannot be made up during a freeze period.
- 7.1 No refunds on block or upfront payments.
- 7.2 Xen-Do/ Niedō have a uniform which you are required to wear when training, a minimum of trousers and t-shirt all training kit can be purchased at your dojo or online through our website.
- 7.3 Uniform can be purchased by direct debit for easy payments, no interest is payable for members on 12 or 6 month minimum term contracts but this is not available to monthly rolling members.
- 7.4 You have a 14-day cooling off period from the date you join. All memberships are paid monthly in advance.
- 8. Cancellations**
- 8.1 Cancellations must ALWAYS be done in writing to admin@xen-do.com , admin@niedo.co.uk or info@debitfinance.co.uk and one month's notice is required on all memberships.
- 8.2 If cancelled during the cooling off period you will be refunded any monies paid minus an admin fee and any classes used.
- 8.3 Freeze periods cannot be used as a notice period to cancel.
- 8.4 No refunds automatically for equipment unless unused and returned in its original packaging
- 8.5 Any requests to cancel during your minimum term under the provisions stated in our Direct Debit provider's Terms and Conditions , will be dealt with fairly and on an individual basis in conjunction with DFC.
- 8.6 If you joined on a 6 or 12-month minimum term plan, are still within your minimum term and we agree to cancel your membership for whatever reason you will be asked to pay the difference between the one month price and the 6 or 12 month price for the length of time you have been a member at the point of cancelling as well as your month's notice.

- 8.7 If you are still within your minimum term contract and do not satisfy any of the exceptions you can “buy out” of the remainder of your minimum term and a discount will be applied depending on the period remaining.
- 8.8 Cancellations and any other changes to your membership could be liable to an administration fee.
- 8.9 All dojo etiquettes must be adhered to, non-compliance may result in us terminating your membership.

10. Enforcing Contract

- 10.1 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to access the Club, we can still require you to make the payment at a later date.

11. Our right to make changes to club facilities.

- 11.1 There may be occasions where we have to close all, or part of, the dojo where you train. In such circumstances, you will not be entitled to any partial or full refund. We will endeavour to advise you in advance where possible, unless the issue is urgent or an emergency. Where possible we will try to ensure that any such closures are in off peak hours and are kept to a minimum.
- 11.2 We will not be liable for or responsible for any failure to perform any of our obligations under this agreement which are caused by any event that is outside our reasonable control.
- 11.3 All members will be emailed a copy of the contract they have entered into together with the T & C from Xen-Do/ Niedō and the T & C from the Direct Debit company if you have chosen to pay in instalments.
- 11.4 Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability, we strongly recommend you seek advice from a doctor first.
- 11.5 We reserve the right to modify the Terms at any time, at our sole discretion. Updated Terms and Conditions will appear on our website.

11. How we use your personal information:

We will keep and use the personal data that we collect including names, addresses, email addresses, telephone numbers and where appropriate financial details. All of this information is kept securely and all security measures have been implemented and are followed to ensure that your information is securely used and stored. We will not share your information with any third party other than as detailed in our Privacy Policy. The information that you give to us will only be kept for no longer than is necessary as detailed in our Privacy Policy

12. Other important terms

Look at our website: www.xen-do.com