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# Terms And Conditions — Last Updated: June 2020

## **1.1: Bookings only confirmed with payment**

Your bookings are only confirmed by payment, failure to pay on time will mean your place will be given to another parent on our waiting list. We try to give lots of warning about this to avoid disappointment.

## **1.2: All bookings are non refundable**

We have a strict rule on bookings. When you make any type of booking (membership, kit, grading etc), you take the place of another child. We have a waiting list for all of our clubs and therefore will turn other students down once we accept your booking. Refunds are not permitted under any circumstances, including exceptional circumstances such as leaving the country, health conditions, travel restrictions, government restrictions, pandemics. Neither the Warrior Academy nor the Customer shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

## **1.3: Force Majeure**

If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof and shall immediately enter in bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly in writing mutually by the parties.

## **1.4: Price Changes**

We reserve the right to change our prices. When you book a period of time with us you lock in the price for this period of time (1 month, 2 months or multiple years/terms). We normally give lots of notice when a price change may occur and always provide incredible value in our offers. However, we are within our rights to change our prices within a 30 day period.

## **1.5: Catch Up Classes**

Catch up classes are provided through WarriorNet, our online training platform. The classes on WarriorNet are identical to the physical classes and so they are a "like for like" exchange. We do this to ensure the integrity of our small classes and to ensure your child gets lots of one on one time in every single class they attend. If you miss a class, through sickness, injury, travel issues or holiday periods, you are not permitted to have a refund or a physical catch up class.

## **1:6: Images Of Your Child**

By agreeing to our terms and conditions you agree that photos and videos of your child may be taken. This content may be used in media, the public, printed, or online in our brochures, website or social media channels and adverts. You also agree for other parents to take photos of their children during gradings and events which may also include your child (in the photos or videos). You also agree that our ambassadors can photo the class, while not specifically filming your child, they may be within shot.

## **1:7: Instructors Team**

We have a small team of committed Warrior Academy Instructors. Each instructor is highly passionate about teaching character development through martial arts. Our team are voted top 5 in the UK and we only select the best instructors to teach your children. We may not always have the same instructor in class as we often move time tables around to mix up the teaching styles for students.

## **1:8: Parents Watching**

We have a strict rule on parents watching. In many cases when we allow parents to watch we have found students find it very hard to concentrate, they become less independent and often run out of the class to see parents. This slows down the development of the whole group. In other cases we have found parents to shout advice/comments to children or to join in and participate, this again can disrupt the class. We allow parents to watch the first (introduction) class and then come back at the Grading and Graduation to see the huge leaps in progress your child has made. Only ambassadors are allowed to be in the classes regularly.

## **1:9: Ambassadors**

We have an amazing team of Ambassadors that are here to help! They can provide you with insights into the class through our social media channels. Our Ambassadors help spread the warrior word but also show you what your child has been up to in class through pictures and videos.

## **1:10: Warrior Academy Kit**

We only allow Warrior Academy kit in our clubs. This is to ensure safety, quality and maintain our Warrior Community branding. "Kit" refers to Uniform, Belt, Sparring Equipment, Pads, Breaking Boards and training equipment. Kit is purchased through our online shop.

## **1:11: Gradings and Graduations**

Parents are invited to watch their child participate at a grading and graduation. By agreeing to our terms and conditions you understand that only if your child has earned all of their stripes and their behaviour is of a high standard, showing all of our warrior values, will they pass their grading. Being in all classes does not guarantee promotion. Students must attend a minimum of 85% classes and have also gained 100% on their WarriorNet login for their belt and previous belts in order to grade. Students must come to the grading with their licence book in order to participate. Gradings are not part of the membership and cost an additional 250 AED + VAT for each grading under blue belt. Advanced Gradings (Blue Belt and above are a higher price).

### **1:12: Cancelled Classes**

In the event of a cancelled class students will be invited to use WarriorNet to catch up on the missed class. If more than one class is cancelled inside a month by The Warrior Academy, a Zoom class will be created for students to join us virtually. We cannot guarantee the exact time / day of the zoom class. Refunds are not permitted due to cancelled classes of any kinds see "1.2: All Bookings are Non Refundable".

### **1:13: Termination Of Classes by WA**

We interview new parents who wish to join our clubs to ensure our community shares the same values, ethos and warrior spirit. Community is hugely important to us. Respect and Courtesy are the foundation of our programme and our team will always show the utmost respect to every parent who joins our community. We are however, very careful to protect our team and any rude, aggressive or impolite behaviour from parents in the community towards our instructors or other parents will not be tolerated. Should we receive highly negative or aggressive emails, texts or phone calls, we will email you with our physical address so that should you wish to make any further contact, it will be made by written letter only. Depending on the severity of an incident, we may terminate your place with us immediately and refund the remaining missed classes of your payment period at 100 AED per class. Or, in lighter circumstances, provide a written warning via email.

### **1:13: Late Pick Up Policy**

We understand emergencies happen, however, if you are late to pick up your child, this can have a huge knock on effect to our classes and be very disrupting. It can also mean that our instructors have to stay for a long period of time to care for your child. If your child is picked up over 20 minutes late, a flat fee of 100 AED will be charged to cover the cost of the instructors time.

### **1:14: Late Drop Off Policy**

Dropping off your warrior late for class can disrupt the class. We ask parents to come 5 minutes early and wait outside the dojo before

### **1:15: Change of Location or Timings**

We reserve the right to change location and timings at any time. While we will do everything we can to ensure parents have the most convenient slot and location possible, sometimes we may have to make a change, out of our control. In the case of a parent paying for a class in a specific location and time, should we change this time or location a refund is not permitted.

### **1:16: Change of Location or Timings**

Membership Fee's are paid on the 1st of each month. Should membership fee's fail to be paid due to insufficient funds or bank error, you will receive an email and a text message to inform you and we will retry the payment on the same card. After 3 attempts we will email and text you once more. Communication is vital if this occurs as if no membership fee has been paid within 15 days of the missed payment a fine of 100 AED will be charged to your account to cover the cost of administration and chasing up the missed fee's. Should the fee still not be paid within a further 5 days (20 days from original payment due date) your membership will be cancelled and your child may not join in with the club.

## 1:17: 'Grading Fees'

Grading Fees are taken from your account automatically, 1 week before the grading to ensure payment goes through. We warn parents of the upcoming fees 30 days prior to the payment period. Grading Fees are strictly non refundable. If your child misses their grading we will offer them a catch up grading via ZOOM typically within 1-2 weeks of the missed grading.

Any failed gradings are offered a retake grading via Zoom (as a group grading) providing evidence of practice has been shown on WarriorNet and improvements have been made and tested in class.

## 1:18: 'Lean In'

We ask parents to 'lean in' to our programme and really become a part of our community. Which of the following have you done to get the most out of your Warrior experience and give your child the best possible development?

Joined our Facebook Group! <https://www.facebook.com/groups/warriorfamilydubai/>

Completed the Character Development Programme at home.

Completed the breakthrough area assessment [www.breakthrougharea.com](http://www.breakthrougharea.com)

Attended every class (not missing a class!)

Completed every class and video on WarriorNet!

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## A Personal Thank You

It's our vision to create a socially conscious, globally aware generation of young people who understand that they can and should impact the world for good. Our legacy will be the impact our students make as they go out into the world from the lessons they have learned through our programme.

We can't achieve this vision without the support we have from incredible parents like you. I'd like to personally thank you for being a part of our Warrior Family and trusting us with the most important thing in our lives, the development of your children.

With gratitude,

Sebastian Bates

Head Instructor and Founder of The Warrior Academy - TWA Sports LTD

