



Kuro Obi Martial Arts

ABN 51 729 967 216

Member of the International Federation of Karate Australia Inc (IFK AUSTRALIA)

REGISTRATION and ENROLMENT



Note: if student is a minor (under 18 years of age) then a parent or guardian must complete and sign this form.

STUDENT DETAILS	First Name:	Last Name:	DOB:	M	F
	First Name:	Last Name:	DOB:	M	F
	First Name:	Last Name:	DOB:	M	F
	Address :			Postcode:	
	Primary Phone:		Primary Email:		
	Occupation:				
	Previous Martial Arts Experience:				
	Parent / Guardian contact	Phone:	Email:		
	Parent / Guardian contact	Phone:	Email:		
	Person to contact in case of an emergency:				
Name:		Phone:			

HEALTH	What are your reasons for doing karate?					
	Do any of the above applicants suffer, or have ever suffered, from any medical condition or injury, or be on any medication that may affect their ability to train?				Yes	No
	e.g. asthma, high blood pressure, insulin-dependent diabetes, previous knee or back injuries etc...					
	If yes, please specify:					
NB: should any of the information specified in relation to injury or illness listed above change, the onus is on the student to inform the instructor as soon as they become aware of this, and prior to taking part in any further training sessions.						

CONSENT	By signing below, I agree to act responsibly with the techniques taught to me by Kuro Obi Martial Arts (KOMA) and in line with the International Federation of Karate Australia Inc. (IFK Australia) Student Manual and Syllabus and as may be changed and updated from time to time. Under no circumstances shall the information and techniques learned at KOMA be used outside scheduled karate training time(s), unless necessary for self-defence and/or during events sanctioned or organised by the KOMA or IFK AUSTRALIA.				
	I also agree to the terms and conditions on page 2 of this agreement, as well as the terms and conditions on accompanying financial agreements.				
I consent to the declaration and participation.					
Applicant's or Legal Guardian's Signature : Date :/...../..... <small>dd mm yyyy</small>					

AGREEMENT	This agreement is between the Kuro Obi Martial Arts (KOMA) and the undersigned person.				
	I,, agree to be charged:				
	A first debit or once off debit of \$..... to be debited on and/or				
	Regular tuition payment amount of \$..... every two (2) weeks beginning				
	I understand this agreement is for a minimum term of six (6) weeks after the joining period of 2 weeks and is subject to a seven-day cooling off period. Should I choose to cancel this agreement within the cooling off period, my request must be in writing and the refund will be less the cost of lessons attended and full retail cost of any goods and/or equipment supplied to me during this period.				
Karate tuition is by direct debit and is debited fortnightly at the rate specified above, until the member/student cancels. Cancellation after the cooling off period requires six (6) full billing cycles, after formal notice in writing (be email or on paper) to KOMA .					
Payer's Signature : Date :/...../..... <small>dd mm yyyy</small>					

Kuro Obi Terms and conditions

Please see below your agreed and signed Terms & Conditions of your membership with Kuro Obi Martial Arts (hereinafter referred to as KOMA) and the International Federation of Karate Australia Incorporated (IFK Australia). Unless stated otherwise, KOMA also refers to IFK Australia. Any questions or concerns please advise in writing to Dojo@Kuro-obi.com.au within 1 month of receipt of these Terms & Conditions. Otherwise we expect and assume you have accepted these Terms & Conditions without concern.

Important Notes

1. **Three (3) months TUITION Fee is PAYABLE at Cancellation (after initial 1 month of taking/joining this initial membership).**
2. **TUITION FEES WILL INCREASE BY 4% EVERY YEAR as required.**
3. **ALL FEES are charged every fortnight continuously – even during any breaks in the year including Christmas and Public Holidays or days of Karate overseas travel and/or tournaments/events as chosen by Kuro Obi Martial Arts.**

Conditions of Membership

All students are required to, and undertake to, obey the reasonable commands of all instructors and officials of KOMA, and to abide by such rules as the Chief Instructor shall in the best interest of the organisation and its student members, from time to time bring into force.

All fees are to be promptly paid when they fall due as detailed in the student program/agreement form; these fees will be subject to periodic review.

Fee structure

Tuition fees are subject to an annual increase of 4% each year. Yearly Fees will be increased from time to time as advised to students/members in writing. However, if and when this is required all members will be notified in writing and by a notice at all locations (schools).

1. The tuition cost for martial arts programs are based on a 45-week year, payable in fortnightly instalments over 52 weeks.
2. Fees are therefore continuous and cannot be suspended under normal circumstances.
3. Fees are not suspended if students go on holidays or take a break for a period of 3 months or less. All Tuition Fees are charged continuously as advised – even during any breaks in the year including Christmas and Public Holidays or days of Karate overseas travel and/or tournaments.
4. Students agree to delivery of training by any means available or necessary from time to time, which includes in-person training at the dojo, alternative locations, or online via video communication methods, or any other method, without variation in the fee payment schedule.
5. Fees may be suspended due to illness or injury on presentation of a relevant doctor's certificate.
6. KOMA membership must be renewed annually, to allow students to participate in the training program.
7. All gradings are by invitation only and subject to review solely by the Chief Instructor and must be paid in advance of the grading session.
8. No student/member can participate in any tournaments/camps/seminars or related that have not been sanctioned by KOMA without the explicit permission of a KOMA Senior Instructor's permission

Compulsory Events

KOMA has mandatory events for students/members. These events form part of the overall Martial Arts training and cultural awareness of being part of an international Karate organisation and the specialised learning is done via these events and will be advised to all students/members in writing in the annual calendar and released throughout the year. Should a student/member not be able to attend they must inform the Senior Instructor at the time of the advice of these events as soon as practical. The events are:

1. Annual national Training Camp
2. Annual International IFK Australia tournament – the time of year may vary.

Personal Risk of Membership (health and related)

Registration as a student of KOMA and IFK Australia is on condition that the student enrolls in the school at his/her own risk. KOMA, by its servants, agents, students, or instructors, will not bear and accept no responsibility whatsoever for any adverse consequences of activities participated in by, whether solely or involving fellow students whether authorised or unauthorised and without limiting generally of the foregoing, for:

1. Accidental death
2. Any personal injury which may be sustained whilst training
3. Loss, through theft or otherwise and damage to personal property and effects; either before, during or after commencement of training classes with KOMA.

Only First Aid or care until First Aid or Ambulance is called/arrived can be provided.

Contact Sport Risk

All students/members need to be fully aware KOMA and related activities are Combat Sports and injury and discomfort can arise. This includes pressure to perform to achieve a degree of physical and mental performance that will allow a student/member to defend themselves in a violent attack and or extreme danger in their life. Mental and physical training is part of KOMA that builds mental and physical power to build confidence and discipline to be able to fight and defend against violent attackers and/or effectively compete in full contact events in Australia or around the world.

All students/guardians hereby agree not to prosecute, either in their own name or through other parties, the said KOMA, servants, fellow students, and/or instructors should any of the above events occur.

Any student or potential student must inform the Chief Instructor if a student is or has been committed for a criminal offence.

Failing to comply with any of the above terms & conditions of being a student may render the student liable for immediate expulsion from KOMA and IFK Australia. The Chief instructor of KOMA will make final judgement of a student's/guardian's worthiness to remain part of KOMA after a full review. The decision will be final.

ADDITIONAL TRAINING AGREEMENT TERMS & CONDITIONS

1. **Failure to attend class does not signify or imply notification to cancel this agreement.**
2. **Student's failure to continue lessons during the notification or program period does not relieve the obligation to pay the remaining tuition balance in full.**
3. Undersigned assumes all responsibility for any costs of collection, including but not limited to reasonable collection agency fees, court costs, reasonable attorney's fees, and applicable late charges, that may be incurred for default payments.
4. School administrators may make any modifications in the class schedule as deemed necessary. Such modification does not relieve the undersigned of their payment obligations under any circumstances.
5. School administrators may close the school on national holidays, for the purpose of special events, and a period not exceeding three weeks continuous per year for necessary maintenance and other purposes without affecting scheduled tuition payments.
6. In consideration of the martial arts training obtained, student agrees not to engage in martial arts teaching practices within a sixty km radius of the school, or any other school associated with the school's administrators, for a period of 3 years following disassociation with the school, without written permission.
7. Full payment of tuition fees does not guarantee Belt certification.
8. Membership is non-cancellable and non-transferable except as stated herein.
9. Student's failure to attend scheduled lessons relieves the obligation of the school to provide lessons after the selection tuition dates.
10. The undersigned authorises the use of a disclosed e-mail address for billing purposes and acknowledges that e-mail text may include financial information pertaining to the membership.

ONGOING MEMBERSHIPS

Cancellation of ongoing membership requires the completion of an authorised Cancellation Form which can be obtained from the school. The membership is cancelled when all payments due within the specified notification period are paid in full. **If a notification period is not specified, a minimum of 3 months is implied.** KOMA may choose to reduce this period. The student retains membership rights and privileges until the notification period expires. "TERM" agreements are non-cancellable unless stated herein.

School administrators may raise the tuition rate of ongoing memberships providing advance notice that is equal to the cancellation notice stated herein.

WAIVER OF LIABILITY

Student represents that he or she is in good physical condition, is not suffering from any heart, lung or other bodily ailment and is in all respects physically fit to engage in the martial arts course.

The student has been advised that strict observance of the rules and regulations relative to martial arts self-defence training is mandated and includes the use of protective equipment. The school does not warrant that the protective equipment will completely eliminate the possibility of accident or injury but will substantially reduce the risk of accident or injury.

Physical contact will be used by employees of the school, other students, and authorised individuals, as part of the course of instruction. Student has been advised of such fact and gives full consent to any physical contact as may be required or customary to martial arts training.

In recognition of the possibility of accident or injury connected with martial arts training, student waives any right or cause of action of any Kind arising as the result of such activity from which any liability may or could accrue to the school, its officers, agents, employees, or instructors.

PHOTO, VIDEO, AND AUDIO RELEASE

You and/or the student agree that the School may take photographs and may make video and audio material of Student's classes and school's events, and that these materials may be used for display, promotion and/or advertising, or sold for profit, and the Student hereby waives any compensation to which they may otherwise be entitled for appearing in such materials.

Photographs posted to the school's social media sites become the property of the School and you relinquish any rights to determine the use of said photographs.

CONSUMER PRIVILEGES

This agreement may be cancelled for any reason without penalty or further obligation within 30 days from the date of joining KOMA. Cancellation shall be made in writing and mailed to KOMA by dated mail, physical or electronic. All money paid by you shall be refunded by the school within 30 days of receipt of this notice of cancellation. However, the school may retain expenses incurred and the portion of the total price representing the services used and completed based on the hourly rate stated herein. Down payments are non-refundable after the 30 days

If student becomes disabled for at least six (6) months during the membership term, you have a right to an extension of this agreement. A letter must be submitted to KOMA from the student's physician explicitly stating medical condition and estimated time unable to participate in the martial arts program.

You may cancel this agreement if the student changes residence more than 30 kms from the school. Cancellation under this section requires written proof of new permanent address, phone number, and name and address of new employer. Cancellation is effective the date of move or upon official notification to KOMA, whichever is later. A residence investigation will then be conducted.

If student becomes deceased, you shall be relieved of further obligation under this agreement not then due and owing.

CONSUMER NOTIFICATION

KOMA's billing company is not a collection agency. However, KOMA may refer an account to a collection agency or attorney's office for debt collection and/or credit reporting for non-payment of the agreed fees.