

# Capoeira Luiz Sousa Membership Form

## Personal Details

Surname   
Forename

Address

Town

## Membership Details

Source

Salesperson

## TERMS & CONDITIONS

### 1. Definitions:

1.1 The Club: Capoeira Sarue UK.

1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you with your application for membership and further copies will be made available on request.

1.3 Commitment Period: The minimum term you are committing to remain a member of the Club from the Start Date of to the commitment period end date of (subject to extension if your membership is suspended).

### 2. Membership:

2.1 By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.

2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

### 3. Duration:

When you join the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 4.8. If you choose to join the Club by paying your Commitment

period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

### 4. Fees:

The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 days written notice. The following fees prevail:

- 4.1 Membership fee; The level of membership fees shall be determined according to the type and category of membership:
- Single Membership
  - Family Pack
  - Drop-in (£15)

4.2 Joining fee; A joining fee may be payable as specified in your application form (£15). Your joining fee goes to start up costs.

4.3 Guest user fee; A fee will be set by the Club from time to time in respect of guests of members who wish to visit the Club and use the facilities.

4.4 Other Fees; All other fees and prices for the sale of goods at the Club, locker rental, solarium, bar/restaurant and any other services will be set by the Club from time to time.

4.5 If any payment fails or is not made to the 5<sup>th</sup> of every month, a £15 fee for failed payment, will be applied to you in respect of unpaid amounts.

4.6 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.

4.7 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than £30 to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership

fees, will be the responsibility of the member and will be legally recoverable from the member.

4.8 Months of payments: If you opt for the membership, you will accept to pay 11 months of membership. The remaining month is 1 month that the Club will be closed for holidays and you do not need to pay.

4.9 When you join the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 4.8. If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

## 5. Referrals:

If the member you introduce joins on a Membership or a Family Pack subscription, you will receive the benefit monthly (in arrears and after the first payment has been made by the referred

member) against your payments, with the following conditions:

- a) You will only receive this benefit if your membership, and that of the referred member, are both current.
- b) You will only receive this benefit if the referred member's membership is not suspended.
- c) The amount you benefit is fixed at the time of the referred member joining the Club. This will only change if the member you refer changes their type of membership, in which case the benefit you receive may be increased or reduced accordingly.
- d) The Club may set a limit as to the number of members you are able to refer.

5.1 If the member you refer joins on an annual membership, you will receive the benefit due against your account.

## 6. Suspension of Membership:

A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months.

30 days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate. The Club will charge a reduced monthly

fee (50%) during the suspension of membership.

Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.

## **7. Termination:**

### **7.1 Termination by the Club**

We may terminate this agreement in the following circumstances:

- (a) if you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
- (b) If any part of your membership fee remains unpaid 30 days after its due date for payment, or
- (c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any

reasonable costs incurred.

### **7.2 Termination by you**

You may terminate this agreement in the following circumstances:

- (a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period.
- (b) You may terminate your membership by giving the Club at least 1 full calendar month's notice, so that your membership will terminate at the end of the following calendar month after notice was given.
- (c) Cancelling your direct debit instruction for the payment of fees is not sufficient.
- (d) You may terminate this agreement on 1 calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury – e.g. a doctor's certificate).
- (e) You may also terminate this agreement if:
  - a. We permanently reduce the facilities or opening hours of the Club
  - b. We change the location of the Club; or
  - c. We close the Club for refurbishment for a period of more than 30 days at a time.

7.3 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

## **8. Membership cards**

8.1 Membership cards shall be issued to all members upon joining the Club and are used to gain entry to the Club. Membership cards are not transferable and any members allowing their card to be used by another person shall be in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice and in accordance with Clause 7 above.

8.2 If a membership card is lost, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement membership card.

## **9. Club Rules:**

9.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days notice to members, except in the case of emergency.

## **10. Restriction of Liability:**

10.1 Subject to paragraphs 10.2 and 10.3, the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage will be accepted by the Club.

10.2 Liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

10.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on

the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:

- (a) Your own fault
- (b) A third party unconnected with our provision of services under this agreement
- or (c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

**11. Health & Safety:** Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

### **12. Sale of Club:**

In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new

owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

### **13. Annual Student Graduation:**

13.1 Every year in June, The Club promotes the annual Graduation of the Students. In this event, students need to be subject to an exam that will be made by a master invited from other country.

If the student passes the exam he will conquer his first belt or change the graduation he has acquired on the past year.

13.2 To be part of the graduation, the student must:

- Pay the fee for the subscription (Please see below the event info & prices)
- Have full white uniform from the group (speak with the administration if you want to purchase yours)

**Application Declaration - Before signing please read the terms set out below and above**

I confirm the above information is correct and apply for membership of the Club under the standard terms and conditions which I have had an opportunity to read and discuss with the Club. In particular I understand and have discussed the following with the Club:

i) My membership will continue automatically after the commitment period end date unless notice is given as per the standard terms and conditions. After the Commitment Period I may terminate my membership by giving the Club at least

1 full calendar month's notice, so that my membership terminates at the end of the following calendar month after notice was given.

ii) I may request suspension of my membership by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during suspension. Any suspension during the Commitment Period will extend the length of the Commitment Period.

iii) I acknowledge that my initial membership of the Club is from the start date of to the commitment period end date of (subject to extension if my membership is suspended) and agree to pay in full due to the respect of this Commitment Period.

iv) I confirm having received the following documents:  This Membership Application  Club Rules  Direct Debit Mandate  Additional Information Form

**Member Signature**

**Date**

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**Signature on behalf**

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**PRIVACY STATEMENT :**

**The Club will use personal information disclosed for administration purposes. We may share your information with other companies and agents who process information on our behalf. If you do not wish to receive information about the Club and carefully selected products and services of third parties which we think may be of interest to you please tick the box**

# Caporeira Luiz Sousa Rules

To help keep the atmosphere and create a respectful environment for all members we politely request that the following rules be observed

## **OPENING HOURS**

The Club's opening hours, as amended from time to time, are displayed at reception. Members must ensure they cease use of the Club facilities at least 30 minutes before the Club closes to allow adequate time for showering and dressing.

## **GUESTS**

Admitted on payment in advance of the Guest Fee. Guests must book with the Club in advance. Members must accompany their guests at all times and members shall not leave the Club premises before their guests. All guests must sign the guest book and the appropriate Physical Activity Readiness Questionnaire. The Club reserves the right to refuse admission to a guest for reasons of health and safety or if the proposed guest has previously not complied with Club rules.

## **FITNESS AREAS**

Club approved footwear and clothing must be worn at all times. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards.

## **SAUNA/STEAM ROOM**

Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sauna/Steam Room by minors. Minors must be supervised by an accompanying adult at all times unless otherwise permitted by the Club. Members and Guests must shower after using the Sauna and Steam Room and before using the Swimming Pool. Shaving and exfoliating are not permitted in the Sauna or Steam Room.

## **SUNBED FACILITIES**

Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sunbeds and other tanning facilities. Members and Guests should ensure that they familiarise themselves with the Sunbed and tanning information notices and complete the questionnaire issued by the Club prior to their first session. Safety goggles must be worn whilst Sunbeds are in operation. Members and guests are requested to clean the Sunbeds before and after use with the fluid provided.

## **LOST PROPERTY**

All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for six weeks

and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

## **SAFETY AND HYGIENE**

In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, swimming pool and other activity areas. No pets will be allowed in the Club premises, with the exception of guide dogs. Entry to the Club is only permitted at the Club reception and entrance. Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason. In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

## **BEHAVIOUR**

If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated. All minors using the Club must be supervised by an accompanying adult at all times. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.

## **COMMENTS AND COMPLAINTS**

Please refer to any comments or complaints to a member of the Club staff. Written complaints must be addressed to the Club General Manager.

## **GENERAL**

No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club or its grounds. The Club is a non smoking environment.

## **PHYSICAL ACTIVITY READINESS QUESTIONNAIRE**

Upon joining the Club all new members are required to complete and sign a Physical Activity Readiness Questionnaire. The purpose of this is to ensure that the Club's staff are fully informed of any physical or medical condition which could affect the members ability or suitability to take part in physical activities. Only if the Club's staff are fully and accurately informed, can they assess the member's health and fitness level and prepare an appropriate exercise program. The Club strongly recommends that all members seek medical advice before commencing a new exercise programmed and The Club reserves the right to request a doctor's certificate and to reject a membership application if a satisfactory doctor's certificate is not received by The Club.

# Capoeira Luiz Sousa - Additional Information Form

Membership Number  
Name

Club

Card Number  
Our Ref.

## Registration & Medical History, Liability Waiver, Release and Assumption of Risk

This form is used as a liability waiver and to collect general and medical information in case of emergency only. Once you have read and signed this form, your signature below will indicate that you agree to all terms stated herein.

Full Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Do you want to added to our listserv? Yes                      No

DBO:

\_\_\_\_\_

Gender: Female \_\_\_\_\_ Male \_\_\_\_\_

Under 18: \_\_\_\_\_

Type of Membership: Drop-in \_\_\_\_\_ Monthly Package \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Signature: \_\_\_\_\_





### **Liability Waiver and Release**

I do hereby agree to participate in the Capoeira Muzenza classes located at Greenwich Community West Centre. The responsible party must read the entire contract before signing.

1) I recognize in consideration of the acceptance and by signing this Release for myself (or for the participant who is under 18), I agree to RELEASE, HOLD HARMLESS, AND INDEMNIFY MUZENZA CAPOEIRA, INC., their respective Mestre, officers and members, volunteers, staff members, building landlord, and any other parties connected with them, for any injury, loss or damage suffered as a result of participation in any activity associated with it, including injury, loss, or damage caused by the NEGLIGENCE of any party or otherwise.

I understand that there are certain risks associated with learning martial arts, including the risk of serious personal injury or death, and I expressly agree to assume these risks. I warrant that I am (or the participant under 18 for whom I am signing is) in proper physical condition to participate in this event.

I understand that this Release is also binding on my heirs and representatives. If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation. I agree to HOLD HARMLESS and INDEMNIFY the entities named above for any claims brought on behalf of the minor. By signing this document, the participant accepts the terms and conditions listed above and certifies that all information is accurate. If the participant is under 18, the permission of a parent or guardian is required.

SIGNATURE & DATE -----

I have executed this Waiver and Release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

# Physical Activity Reading Questionnaire

**Membership Number** \_\_\_\_\_

**Club Name** \_\_\_\_\_

**Card Number** \_\_\_\_\_

**Our Ref.** \_\_\_\_\_

**Capoeira Sarue**

**Surname** \_\_\_\_\_

**Forename** \_\_\_\_\_

Please complete the Physical Activity Readiness Questionnaire below by answering 'yes' or 'no' to each question.

If you answer 'yes' to any of the questions you will be asked to seek medical advice from your GP or Medical Advisor. We will still be able to process your membership today, however you will need to bring a letter of consent signed by your GP or Medical Advisor with you on your first visit. A member of our team will contact you to arrange your first visit to the club.

1. Has a doctor / medical professional ever diagnosed you with a heart condition and indicated you should restrict your physical activity? [ ] yes [ ] no
2. Do you experience chest pains when you exercise? [ ] yes [ ] no
3. IN THE PAST 4 WEEKS, have you had chest pain when you were NOT exercising? [ ] yes [ ] no
4. Do you suffer from dizzy spells or lose your balance? [ ] yes [ ] no
5. Do you have an injury or orthopaedic condition (such as a back, hip, or knee problem) that may worsen due to a change in your physical activity? [ ] yes [ ] no
6. Do you have high blood pressure or a heart condition in which a doctor / medical professional is currently prescribing a medication? [ ] yes [ ] no
7. Are you 69 years of age or older and not used to being very active? [ ] yes [ ] no
8. Do you have insulin dependent diabetes? [ ] yes [ ] no
9. Are you, or is there any chance that you are pregnant? [ ] yes [ ] no
10. Do you know of any other reason you should not exercise or increase your physical activity? [ ] yes [ ] no

## DECLARATION

As far as I am aware I have answered all the above questions correctly. I hereby acknowledge that any false information could result in the cancellation of my membership.

**Signature** \_\_\_\_\_

**Date of birth:**        /        /

**Signed on behalf of Luiz Sousa ( Capoeira Sarue )**

**Date :**        /        /

[ ] no action required - cleared to fully participate

[ ] GP referral required before participation



### **Grading 2019- Canta Europa (Sing Europe)**

From January, we will be starting to prepare ourselves to our 2019 event (Grading event)- Canta Europa (Sing Europe).

This is one of the biggest events that we will host, where we will receive a lot of guests from other countries to join us.

#### **Grading Process:**

- All Students will be subject to an exam (questions, movements, singing and play instruments). A teacher or master according with the current belt of the student will hold this exam.

#### **Gradings Price:**

- £90 (Early birds) paying until February
- £100 (paying after February till May)
- £120 Paying after May and no after the 5th of June

\* Family Packs- Please emails us for more info to: [Capoeirauk@outlook.com](mailto:Capoeirauk@outlook.com)