

MEET YOUR PROFESSIONAL TRAINERS AT  
THE  GERMAN KARATE SCHOOL - NOW.

**POWER, SELF CONFIDENCE  
AND SUCCESS**



# Terms & Conditions



## Explanations & Definitions

References to ‚Altinger Karate LLC‘, ‚we‘, ‚us‘ and ‚our‘ are references to Altinger Karate, registered in the UAE, and whose registered office is at Dubai, UAE. References to ‚you‘, ‚your‘ and ‚yours‘, and after acceptance, the Member, are references to the individual completing this Membership Application Form.

‚Facility‘ means the Altinger Karate Facility of which you are a Member.

‚Guest‘ refers to a person who attends the Altinger Karate Facility but is not a Member.

‚Management‘ refers to the team operating the Altinger Karate Facility you are joining as a Member.

‚Member‘ refers to a person who has a Membership for the Altinger Karate Facility.

‚Membership‘ refers to the Altinger Karate Membership.

‚Membership Fee‘ means the price of the purchased Membership and is determined by the Membership Type and Term.

‚Rules‘ refers to the Rules displayed in the Altinger Karate Facility.

‚Coach‘ refers to the Altinger Karate staff member conducting or assisting with a class.

## 1. General

1.1 Interpretation. These Terms & Conditions supersede all other written and oral communications or agreements with regard to the subject matters discussed in these Terms of Use. A waiver or modification of these Terms & Conditions will only be effective if made in writing signed by an authorised officer of Altinger Karate.

1.2 This agreement begins on your acceptance of the Terms & Conditions outlined here.

## 2. Membership

2.1 All new Memberships are subject to the approval of Altinger Karate Management. The Management reserves the right to reject a Membership application for any reason whatsoever, in their absolute discretion.

2.2 All Altinger Karate Memberships require a parent to sign these Terms & Conditions and the Reset Fitness Waiver for Minors.

2.3 Your Membership is personal to you and is non-transferrable and non-assignable, except in exceptional cases at the discretion of the Management.

2.4 Your Membership allows you to attend only Altinger Karate classes.

## 3. Health

3.1 In accepting these Terms & Conditions, you warrant and represent that you are in good health and physical condition and know of no medical or other reason that makes you incapable of engaging in exercise, either passive or active.

3.2 You also warrant and represent that you know of no physical, medical or other disability or condition that may be affected or aggravated by, or which may result in any sickness, injury or death from participating in a class or engaging in active or passive exercise.

3.3 You will not participate in a class or use any Altinger Karate amenities or services whilst suffering from any infection or contagious illness, disease or other ailments, such as open cuts or sores or abrasions, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members or Guests.

3.4 You acknowledge and agree that you participate in classes and use Altinger Karate amenities and services at your own risk and that improper use of equipment or failure to follow instructions from a Coach may result in injury or death.

3.5 You are advised to consult a physician prior to undertaking any type of physical activity.

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Tel.:/WhatsApp  
**+971 50 783 3040**

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- 3.6 It is your responsibility to update Altinger Karate in writing about any changes to your health or medical status.
- 3.7 If you have a condition or are taking any medication that may affect your ability to exercise, Altinger Karate requires a doctor's letter prior to you participating in any classes or using any Altinger Karate amenities or services.
- 3.8 You agree to provide us with all relevant and accurate health, personal and fitness information before and during the course of any exercise program or other activity. You also agree to undertake or complete any pre-exercise screenings or questionnaires Altinger Karate requests.
- 3.9 Altinger Karate reserves the right to suspend or cancel a Membership or refuse a Member entry to a class or the Altinger Karate Facility if we have reason to suspect a violation of any of this Clause 3.

#### **4. Fees**

- 4.1 All Membership Fees are given about asking the staff and inclusive of VAT.
- 4.2 The displayed price and currency selected by you, will be the same price and currency charged to the card and printed on the Transaction Receipt.
- 4.3 Altinger Karate accepts payment by banktransfer or payment link in AED for its products and services. All online purchases are also governed by the terms and conditions of respective merchant service providers. Please review respective merchant service provider's user agreement and privacy policy before entering any transaction.
- 4.4 Altinger Karate Memberships must be paid in full at the time of joining / renewal and are non-refundable and non-transferrable in the event of cancellation or termination of Membership for any reason.
- 4.5 Altinger Karate reserves the right to periodically review and revise Membership Fees. Pre-paid Memberships will be unaffected by the price changes until the expiry of that Membership package.

#### **5. Membership Cancellation & Refunds**

- 5.1 Altinger Karate Memberships cannot be cancelled and are non-refundable.
- 5.2 No refunds will be offered/available for any cancelled activities outside of the control of Altinger Karate (i.e. inclement weather, venue cancellation and maintenance).

#### **6. Membership Suspension**

- 6.1 Altinger Karate Memberships cannot be suspended under any circumstances.

#### **7. Class Cancellation & Attendance**

- 7.1 To avoid a penalty, you must cancel your trail class reservation at least 12 hours prior to the start of the class. Cancellations can only be made by telephone or via WhatsApp at Altinger Karate. A 3-strike system applies, entitling you to 3 late cancellations or no shows. After 3 strikes, you will be blocked from booking and attending classes for a period of 7 days. If you wish to unblock your Membership before the 7 days expires, there is a charge of AED50.
- 7.2 You agree to arrive at class on time and accept that late arrival to the class could result in a late cancellation penalty. You accept that in the case of a late arrival to a class, admission to that class is at the discretion of the Altinger Karate Management.

#### **8. Membership Termination**

- 8.1 Altinger Karate reserves the right to terminate your Membership without notice and with immediate effect should you breach any of the Terms & Conditions outlined here or any of the Rules displayed in the Altinger Karate Facility. In instances of a minor breach, we may inform you of it and give you a set period of time to rectify it, failure to adhere to this timeline may lead to Membership termination.
- 8.2 If your Membership is terminated by Altinger Karate the following applies:
- Any pre-paid fees for Altinger Karate Memberships are non-refundable.
  - Altinger Karate will look to recover from you any costs or damages that have been incurred as a result of the breach.

#### **9. Member Responsibilities**

- 9.1 You agree to abide by the Terms & Conditions explained herewith and with the Rules displayed within the Altinger Karate Facility. Any breach of the Terms & Conditions or the Facility Rules may result in Altinger Karate suspending or terminating your Membership. You agree to pay for any loss, costs or damages sustained by Altinger Karate or any third party resulting from the breach(es). It is your responsibility to ensure you have read and understood all Terms & Conditions and Facility Rules.
- 9.2 The following behaviour/actions will not be tolerated by Altinger Karate and may result in the suspension or termination of your Membership:
- Smoking and/or consumption of alcohol or other illicit substances within the Altinger Karate Facility.
  - Threatening, aggressive, lewd or abusive behaviour towards other Members, Guests or Altinger Karate staff.

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- Anti-social behaviour or harassment of other Members, Guests or Altinger Karate staff.
- 9.3 You agree to follow direction from Altinger Karate staff relating to your health, safety and security and that of other Members, Guests and Altinger Karate staff.
- 9.4 You agree to use the Altinger Karate Facility and exercise equipment safely and properly. You will seek direction from a Altinger Karate Coach if you are unsure how to use the equipment and will adhere to any direction provided by our staff on the safety of equipment use. You will return all exercise equipment, like dumbbells, kettlebells, etc, to their original starting position after use.
- 9.5 You will be considerate to other Members and Guests and follow proper hygiene standards. You will use a towel while working out and wipe down the area/equipment after use.
- 9.6 You agree to wear appropriate gym attire at all times whilst in the Altinger Karate Facility. Obscene attire or attire with obscene messaging is strictly prohibited.
- 9.7 You agree to pay for any damage or loss to Altinger Karate property or the property of other Members, Guests or any third party caused by you through negligent, deliberate or inappropriate acts or behaviour or as a result of breaching this Agreement.
- 9.8 Lockers are for the use of all Members and Guests and it is your responsibility to ensure you clear the locker after each use. Any unclaimed items found in the locker will be held for a period of 7 days and if not claimed, will be donated to a nominated charity. No liability will be held by Altinger Karate after this date.

## 10. Privacy

10.1 As part of your Membership, we will request you to provide us with personal information about yourself, including personal and financial details and information about your health. Altinger Karate will not sell or rent this information. Altinger Karate may use this information for purposes including managing your Membership and communicating with you. Altinger Karate may, on occasion, be required to disclose your personal information to third parties such as legal authorities, our group companies or affiliates and professional advisors.

I consent and grant permission to Altinger Karate to use this information for the purposes stated above.

### Parent/Guardian

10.2 You can contact the Facility Management to discuss any questions you have regarding the storage and use of your information, to request a record of the information Altinger Karate holds or to request that we modify, refrain from using or delete your personal information. You will be given the option to opt out of Member communications and promotions.

10.3 It is your responsibility to keep your personal information up-to-date and to inform us promptly of any changes to your information, including payment or contact details and anything that affects your health or safety.

10.4 From time to time, Altinger Karate will capture photos, videos or audio recordings of Members or Guests (either individually or in a group) for promotional and marketing purposes for use online, on TV or in print.

I consent and grant permission to Altinger Karate to use this information for the purposes stated above.

### Parent/Guardian

I have read, understood and agree to the above Terms & Conditions of Altinger Karate LLC listed above and I consent to comply with them at all times.

### Signed

**NAME OF PARENT/GUARDIAN**

**RELATIONSHIP TO MEMBER**

**SIGNED**

**DATE**

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