
TAKE 3 ACTION TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision of any Class/Course (as defined in Clause 1 below) by Take 3 Action Academy Ltd a company registered in United Kingdom under number 12216173 whose registered office is at Apartment 6, Middlewood Court, 1a Crofton Lane, Orpington, BR5 1FF. ("Us"); and
- B. where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Class/course"	means any individual or group session at which We provide any teaching, instruction, or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such Class/course;
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Classes for the individual's personal use and for purposes wholly or mainly outside the purposes of any Business;
"Our premises"	means the premises at which We hold Class/Course which is located at different locations around the UK (stated before any booking).
"Price List"	means Our standard prices for all classes/courses which We offer. The list of classes/courses and their prices is available from www.take3action.com

“Registration Form”	means the registration form that We provide to You for You to apply to register;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“We/Us/Our”	means Take 3 Action Academy Ltd whose place of business and contact address is [the same address as above] and includes all Our staff (employees and agents);
“You/Your”	means an individual to whom We agree to provide any Class/course.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.4 Words signifying the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Registration

- 2.1 In order to attend any class/course You first have to register with Us and You may do so by completing the Registration Form and agreeing in that Form to these Terms and Conditions.
- 2.2 The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 16 or over and a “Consumer”, and that You agree to these Terms and Conditions, and including but not limited to the fitness, health and safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.
- 2.3 You may book and attend a Class only once We have accepted Your Registration Form. Acceptance of that application to register means that We agree that You may then (but not otherwise) book a Class/Course. Our decision whether or not to accept Your application to register is in Our absolute discretion.

- 2.4 Upon Our acceptance of Your Registration Form and confirmation that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Classes, Expulsion, and Consumer Rights

- 3.1 You must be 16 or over and a “Consumer” to book and attend any Class/Course.
- 3.2 A Class/Course and Your place in that Class/Course is subject to availability. No priority is given, and places in a Class/Course are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Class/Course unless You book and pay for the Class/Course for that time and date.
- 3.3 Each Class requires a certain number of participants it for it to take place unless it is available as, and specifically booked as, an [individual] [small] Class/Course for a private session.
- 3.4 You may book a Class/Course [in person][,] [by email][,] [by phone] [or through [Our website] [or] [Our on-line booking system] as a single Class/Course [or as part of any available package of Classes/Courses].
- 3.5 We will only provide a Class/Course to You if You have pre-booked and paid for it [except where as follows, You are allowed to participate in it on a [“drop in”] [or] [“wait list”] basis and have paid for it. If it is a group Class/Course and it is already fully booked when you request a booking, [We can add you to a wait list for it] [or] [You can come along to Our premises on a drop in basis]. We may then be able to offer You the opportunity to book, pay for and participate in the Class/Course [if a wait list space for it becomes available due to another person cancelling a booking] [or] [a drop in space becomes available due to another person not arriving]. If We tell You of such an opportunity [by phoning You after We have placed You on a wait list] You will then need to book and pay for the Class/Course and be at Our premises no later than 60 minutes before the Class/Course start time].
- 3.6 When you book and pay for any single Class/Course (i.e. one not paid for as part of a package) You must book (or, as set out in sub-Clause 3.11 below, rebook to replace any booked Class/Course cancelled) for a date which is no more than 14 days before the date of the Class/Course. A Class not booked (or rebooked) and taken before that period will be lost and, unless You cancel it and are entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.

- 3.7 [If You pay for any package of Classes/Courses), but You do not at the same time book the date/s for all of the number of Classes/Courses included in the package, You should then ensure that You book dates for all of the package which fall within the 3 month period when You paid for the package. Any Classes/Courses paid for as part of a package but not booked for dates falling within that 3 month period will be lost and We will not refund any payment You have made for them.
- 3.8 Your request for a booking for a Class/Course (whether or not it is paid for as part of a package) will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Class and You have paid for it, will there be a binding contract between You and Us for that Class. [If You wish to buy a package of 2 or more Classes/Courses and You pay for it, and in Our discretion We accept that purchase, Our contract with You will be for all of the Classes within that package which You then or later book.]
- 3.9 When You book any Class(es)/Course(s), We will require You to pay Us in advance for it/them, and We will be entitled to keep some or all of that payment as set out in sub-Clause 3.12 below if You later cancel the Class(es)/Course(s) without giving Us prior notice of at least 7 days in advance.
- 3.10 We may treat a Class/Course, that You have booked as cancelled by You without notice to Us if You arrive after the start of the Class/Course [or the start of any warm up for that Class/Course] or You do not attend any of the Class/Course. We may then (but We are not obliged to) give Your place in the Class that You cancelled to any ["wait-list"] [or] ["drop in"] customer. We may decide to make a charge to You for that cancelled Class/Course, and sub-Clause 3.12 below will apply.
- 3.11 Due to there being a limited number of spaces in each course, we **do not** give refunds.

Our courses are very popular and sell out very quick. If you have paid and unable to attend, we are more than happy to move across your training session to another date, but please note if this is a Screen Combat Intensive there is a £15 service fee for exchanging of these courses. We also don't allow exchanging between different courses (i.e changing from a 3 day intensive to a 2 day intensive) these are separate courses, this is due to popularity and limited spaces. You are only allowed to exchange your course up to 14 days of the course starting. Anything after this date we will not be able to move your ticket or offer a credit note.

- 3.12 You may cancel a Screen Combat Intensive if You give Us at least 14 days prior notice of the cancellation. If You do so We will refund you with a credit note equal to any sum You paid in advance. When you come to rebooking another course You will be subject to a £15 service fee. [If the cancelled Class/Course was paid for as part of a package, [We will not refund You any sum for it but] OR [We will credit You for that Class an amount equal to total sum paid for the package divided by the total number of Classes in the package or] You may

rebook it under this sub-Clause 3.11 for a date falling within the 3 Month period after the date when You booked the package]. For a class, you will not be charged a service fee, but you will be limited to exchanging the class once.

3.13 If You do not give Us at least 14 days prior notice of cancellation of a Class/Course, We will be entitled to charge You for any net financial loss up to the full price of that Class/Course that We suffer due to Your cancellation. We will be entitled to deduct that charge from sums You paid in advance for that Class/Course. For this purpose, if that Class/Course was part of a package, the sum paid in advance for it will be the total sum paid for the package divided by the total number of Classes in the package.

3.14 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Class/Course without giving Us at least 14 days prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.10 or 3.12.

3.15 We may cancel a Class/Course booked by You at any time before the time and date of that Class/Course in the following circumstances:

3.15.1 The required minimum number of people (if any) for the Class/Course have not booked for that Class/Course; or

3.15.2 The required teacher necessary for the Class/Course is not available; or

3.15.3 An event described in sub-Clause 9 below occurs or

3.15.4 We find that you are not a "Consumer" (as defined in Clause 1 above).

If We cancel a Class/Course in such circumstances We will offer you a credit note, a chance to move 'free of charge' to a different Class/Course or refund to You in full the payment that You have made to Us for that Class/Course [unless it was paid for as part of a package.

Where it was part of a package, We will not make a refund but You may rebook that cancelled Class/Course for another date falling within the 3 month period after the date when You paid for the package, or if that period ends less than 2 weeks after the date of the cancelled Class/Course and You prefer to have a refund instead of rebooking We will refund You the stand-alone price for that cancelled Class/Course.]

3.16 We will use all reasonable endeavours to start the Class You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Class/Course or by other circumstances. If a delay to the start is at least 1 hour, or, if at any time before or after You arrive for a Class/Course We notify You that there will be a delay of at least that time, You may cancel the Class/Course and We will refund to You in full the payment that You have made to Us for that Class/Course [unless it was paid for as part of a package in which case the final paragraph of sub-Clause 3.14 (as to rebooking or refund) will also apply to cancellation under this sub-Clause 3.15].

- 3.17 Classes/Courses [and] prices [and teachers,] are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.18 We reserve the right to expel You from any Class/Course if Your conduct is in Our reasonable opinion unacceptable, or is or may be in Our reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Class/Course or who are in any other Class/Course being held then or to be held subsequently. You will not be entitled to any refund for a Class/Course started but not completed due to such expulsion. [If at that time You have paid for any Classes/Courses as a package but have not yet booked and/or attended one or more of such Classes/courses, We may cancel those Classes/Courses not yet booked and/or attended by telling You at the time of that cancellation and in that case We will refund You for the number of Classes/Courses in the package cancelled and the refund will be for the number of package Classes/Courses not taken pro rata to the total Classes/Courses in the package].
- 3.19 If you have asked to pay via a payment plan for any course/class all fee's must be paid in full 14 days before the start date of the course. If this is not paid you will not be allowed to take part and any money/fee paid will be lost and non-refundable. We will only ever split payments into 2, 3 or 4 installments and a deposit of £50 will be due to start the payment plan and hold your space at the chose class/course. The start of a payment plan is only allowed if agreed by head management within the T3 team.

4. Fees and Payment

- 4.1 You must pay in accordance with Our Price List (on our website – www.take3action.com) for all Classes/Courses that We fully and correctly provide to You.
- 4.2 You may pay Us for Classes/Courses using any of the following methods:
- 4.2.1 Credit/debit card, Pay Pal or via our online booking system;
 - 4.2.2 Package Credit or Gift Card
 - 4.2.3 Credit note.
 - 4.2.4 Payment plan.
- 4.3 We may alter Our prices without prior notice, but if the price of any Class/Course increases between the time when You book it and the date of the Class/Course, the price increase will not apply to You for the Class/Course on that date.
- 4.4 If you have chosen to pay via a payment plan, all fee's/monies must be settled in full before 14 days of the course start date.

5. Eligibility to take a Class

- 5.1 We only make any Class/Course available to a "Consumer" (as defined in Clause 1 above), and Your completion of a Registration Form will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s) by You to attend any Class/Course. If at any time We find that you are not a "Consumer", We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to attend any further Classes/Courses. [If at the time of such cancellation You have paid for Classes/courses as a package but have not yet attended one or more such Classes, We will refund You for those Classes/Courses not yet attended and the refund will be for the number of package Classes/Course not attended pro rata to the total number of Classes/Courses in the package];
- 5.2 We will not accept Your application to register or make any Class/Course available to You unless You are aged 16 or over. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

- 6.1 You acknowledge that certain Classes/Courses may be physically strenuous and You agree that You voluntarily participate in such Classes/Courses with full knowledge that even if We and the relevant teacher is not negligent there is a risk of personal injury or illness arising from Your participation in such a Class/Course.
- 6.2 Certain Classes/courses may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.
- 6.3 You must ensure that you are fit and well enough to participate in any Class/Course that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.
- 6.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending a Class/Course. We cannot and do not provide any such advice.
- 6.5 You agree that when You register and when You book and attend any Class/Course, that will be Your confirmation that You have no health or fitness problems which may affect your participation in any Class.
- 6.6 Due to the current coronavirus disease (Covid-19) pandemic, we require all workers, participants and visitors to any Class/Course to complete a self-declaration and reporting form prior to each training session.

- 6.7 When You request a booking for a Class/Course and [at least 48 hours] before You attend any Class/Course, if You tell Us at that time about any medical, health or fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.
- 6.8 If You do not tell Us before a Class/Course of anything referred to in sub-Clause 6.4, 6.5 or 6.6 that We then discover, We will be entitled not to provide some or all of that Class/Course or any other Classes/courses and to treat any such classes/course (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Class/Course (or part of it) as set out in sub-Clause 3.12 above. [If that Class/Course is part of a package, We may also cancel any other remaining Classes/courses in the package and in that case We will refund You for each of the remaining Classes/Courses an amount equal to the total package price divided by the total number of Classes/Courses in the total package.]
- 6.9 You must not attend any Class/Course when under the influence of alcohol or illegal drugs [or immediately following a heavy meal].
- 6.10 [You should arrive at least 15 minutes prior to the start time of a Class/Course [and before any warm up involved in that Class/Course], to allow for a prompt start.] If You know You are going to be late for a Class/Course, You should contact Us to tell Us as soon as You can before the Class/Course start time. [If You arrive later than a Class/Course start time [and You arrive after any warm-up for that Class/Course has begun], We may not permit You to participate in the Class/Course for health and safety reasons.]
- 6.11 Fire exits are clearly marked and are in the interests of safety. You must not obstruct these exits for any reason. In the event of a fire, You should make your way to the nearest available exit with all possible speed and assemble at a safe distance from Our premises so that We may take a roll-call of all those at Our premises when the fire alarm sounded. The assembly point will be stated at the start of every Class/Course.

7. Rules

- 7.1 We do not permit You to:
- 7.1.1 smoke anywhere on near a Class/Course [or the premises of which Our premises are a part];
 - 7.1.2 [make or receive mobile phone calls at Our premises[. Mobile phones should be switched to silent mode during a Class];]
 - 7.1.3 bring to Our premises [or the premises of which Our premises are a part] any child/ren under the age of 16 (without our prior agreement) as We do not have anyone to supervise them.

- 7.1.4 bring any animals into Our premises [or the premises of which Our premises are a part] with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
- 7.1.5 bring any crockery, glass, drink (except water) or food into any part of Our premises. Only water, either in a plastic bottle or paper cup, is permitted in Our premises.
- 7.2 If a Class/Course requires specific [type of] clothing, footwear [or other items], details of the Class/Course will specify those requirements and You must provide them for Yourself. Clothing and footwear not worn for the Class/Course. Loosely swinging or sharp jewellery should be removed before a Class/Course. If You do not comply with any of these dress requirements, We may not allow You to participate in the Class/Course.

8. Gift Vouchers/Credits

- 8.1 Gift vouchers are available from our website
- 8.2 Gift vouchers are valid either for the period specified on the gift voucher or, where no period is specified, indefinitely.
- 8.3 Gift vouchers may be redeemed only for Classes/Courses and may not be redeemed partly or wholly for cash.]

9. Events beyond our reasonable control

- 9.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 9.2 If any event described under sub-Clause 9.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Classes/Courses as necessary. You may, without liability to Us, cancel any Classes/Course which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Class(es). Where the cancelled Class(es) is/are part of a package, We will refund You for each such Class/Course an amount equal to the total price for the package divided by the total number of Classes/Courses in the package.

10. Limitation of Liability

- 10.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of

Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

- 10.2 We provide or sell all Classes/Courses to You only for Your personal and private use/purposes. We make no warranty or representation that any clothing or other goods that We provide or sell to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 Each of Our teachers is appropriately qualified as a teacher and competent to conduct the Classes/Courses assigned to him/her but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.
- 10.4 If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us or our staff. We will not be responsible for any loss or damage to Your personal belongings caused by any other customer, guest or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 7.2. We therefore advise You not to bring any valuable belongings to Our premises.
- 10.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 10.6 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 10.6.1 the Consumer Rights Act 2015;
 - 10.6.2 the Regulations;
 - 10.6.3 the Consumer Protection Act 1987; or
 - 10.6.4 any other consumer protection legislation
- as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You

notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Policy available from our website - www.take3action.com.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Classes/Courses or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Classes

will be part of the terms of Our contract with You as a Consumer.

15. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Classes/Courses or any other complaint about Us or any of Our staff, please raise the matter with Tyler Kennington who can be contacted at Our premises Phone (0208 0882833) or Email (tyler@take3agency.com)

16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.