



**Australian Hapkido Federation Inc**

**Total Self Defence Academy**

**Martial Arts Contract**

**MARTIAL ARTS IS DANGEROUS**

**The following conditions must be read carefully:**

**1. Interpretation**

**"the Applicant"** means the individual who signs this Contract and agrees to be bound by its terms and includes a guardian of that individual if the individual is under 18 years of age.

**2. Acceptance**

**I, (full name)**

.....

**of (residential address)**

.....

**I, (full name of Guardian)**

.....

**of (residential address of Guardian)**

.....

the Applicant, hereby agree to be bound by the terms of this Contract with Australian Hapkido Federation Inc' and the persons named and described in Schedule 1, hereinafter jointly and severally referred to as "the providers". The providers agree to permit me to use their premises and facilities for Martial Arts, to instruct me in Martial Arts and related activities ("the service") upon and subject to the following terms and conditions:

**(a) Club Fees**

The Applicant will pay training fees as set out by Total Self Defence Academy by way of Direct Debit fortnightly. Fees are always paid in advance.

**(b) Medical Conditions**

The Applicant warrants that he or she has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells and is not presently receiving treatment for any illness, disorder or injury which would render it unsafe for the Applicant to take part in Martial Arts.

**(c) Exclusion of Applicant**

The Applicant warrants that he or she has not at any time been excluded from Martial Arts by a medical practitioner or any person or entity including a Martial Arts Club.

**(d) Rights of a Consumer**

If the Trade Practices Act 1974 or similar state laws apply to this agreement then certain terms and rights may be implied into this contract which operates for the benefit of the Applicant. Under the provision of that legislation, those terms and rights, and any liability of the supplier flowing

from them, cannot be excluded, restricted or modified by any provision of the contract.

**PLEASE NOTE THE FOLLOWING:**

If the Trade Practices Act 1974 or similar state laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of the offer for breach of those warranties is limited to:

- (i) the re-supply of the Martial Arts instruction and related activities; or
- (ii) the payment of the cost of having the Martial Arts and related activities supplied again.

**(e) Waiver and Indemnity**

In all other cases and except where inconsistent with the above, the Applicant for him/herself, his/her executors, administrators, dependents and other personal representatives, hereby absolves and indemnifies the providers and all their servants, agents, employees and other students or persons under the providers control (the "indemnified") from all liability howsoever arising for injury or damage (including but not limited to the Applicants' person, whether fatal or otherwise, property and personal belongings) however caused including by the negligence of the indemnified, arising out of or participating in Martial Arts or in connection with Martial Arts or in any way caused by, or arising out of, any activity carried on by the indemnified.

**(f) Martial Arts done at Applicant's own Risk**

Any person training Martial Arts, or in activities connected with Martial Arts or participating in any activity carried on by this Club/Academy Company are only allowed to do so on the distinct understanding that they do so entirely at their own risk.

**(g) Acceptance**

Performance of the provider's obligations under the contract may be effected by any one or more of the providers either jointly or severally.

**(h) Governing Law**

Any agreement entered into pursuant to this acceptance is to be governed by the laws of the State of New South Wales and the Courts of Australia shall have exclusive jurisdiction to entertain any action in respect of any such agreement

**(i) Statement of Understanding**

I, the Applicant have read, or have had read to me the above conditions and having understood the same, I consent to the activities proposed.

Signed (Applicant) .....

**This (date) ..... day of (month).....20.....**

in the presence of (signature of witness) .....

[This contract **must** be signed by a guardian if the Applicant is under the age of 18.]

SCHEDULE 1

In addition to (Australian Hapkido Federation Inc' / Total Self Defence Academy), the providers in respect of this agreement include:

- (a) The President, Councilors and Ratepayers of halls being hired or if not the principle representatives of the venue being hired
- (b) The staff, instructors, venue providers, including but not limited to:  
*Any hired hall or venue classes are held at.*

# Total Self Defence Academy

## TSDA & EFC Terms, Condition & Associated Fees

Hi New Member!

Thank you for joining our Academy! As part of our fee structure, our billing company, Educational Funding Company, debits our members each fortnight. Please note the following EFC charges, in addition to your fortnightly fees:

1. Customer load fee NIL
2. EFC Billing Fee = \$1.95 per debit.
3. If your debit is rejected, the failed payment fee is \$15.00.

### Make-Up Lessons

Make Up lessons are available for any missed lessons. Fees cannot be suspended.

Member/Guardian Signature: \_\_\_\_\_

### Cancellation

Should you wish to cancel your training, for whatever reason, you can do so by completing a cancellation form with one (1) month written notice and having an appointment with Master Kevin.

Member/Guardian Signature: \_\_\_\_\_

### EFC

EFC reserves the right to modify these fees at any time.

Thank you,  
TSDA & EFC

# **Total Self Defence Academy Martial Arts Contract Code of Conduct**

## **A.1 Objective**

**Total Self Defence Academy (“TSDA”) has as its key objectives:**

1. Providing instruction in a safe environment in the martial art of TSDA.
2. Developing the mental & physical tools for improving personal safety & security.
3. Promotion of good health & vitality.
4. Development of positive self esteem and self confidence.
5. Development if a person as a positive role model in the community.
6. Creating expertise in confrontation management.
7. Pro-active crime prevention through increased awareness and positive attitudes.
8. Developing healthy community attitudes and values.

All persons participating in a class or course conducted by TSDA must agree to be bound by this Code of Conduct. TSDA reserves the right to make amendments or additions to this Code of Conduct at any time.

## **A.2 Participant Understanding**

TSDA teaches and instructs contact martial arts, meaning it involves physical contact with one or more other practitioners in ways designed to simulate as closely as possible the self defence options available to a practitioner when confronted with physical aggression and/or threatening behaviour. As in any other physically demanding recreational activity, there is always risk of injury. Any person participating in a class conducted by TSDA does so with the full understanding that whilst it is the policy of TSDA to minimise this risk, the nature of the contact physical activity prevents its total elimination. Persons participating in a class conducted by TSDA do so of their volition and at their own risk.

## **A.3 Instructor Qualifications**

1. All unsupervised instructors must have been trained under Junior Grandmaster Kevin Laing.
2. All unsupervised instructors are bound by the “Instructors Code of Ethics” of Total Self Defence Academy.
3. All unsupervised instructors must have current approved Senior First Aid certification.
4. All instructors will be bound by this Code of Conduct and the National Code of Practice for Martial Arts Instructors.

## **A.4 Safety**

1. Instructors will ensure that the training area is clear of any dangerous and/or sharp objects that may provide a risk of injury.
2. All government health regulations regarding safety and Covid-19 etiquette will be adhered to. This includes providing hand sanitiser, the cleaning of equipment and mats between classes and separate entry/exits of the training area.
3. Instructors will have access at all times to a fully equipped first aid kit.
4. Persons must not wear jewellery or watches during training.
5. All persons participating in training agree to maintain self control at all times and maintain all care in application of any technique.
6. Any person who, in training, exhibits behaviour that, in the judgement of the instructor, is a danger to other participants shall not be allowed to continue training until the Instructor determines the danger is no longer present.

### **A.5 Training Area Etiquette**

1. Persons will bow in the appropriate manner upon entering the Training Area.
2. Shoes must be taken off before entering the training area unless the shoes are special martial arts footwear approved by the Instructor (see "Clothing" below).
3. Persons must be punctual, preferably early, so that they are ready to train when class commences. If arriving late, a person must wait at the side of the training Area until the Instructor indicates that a person may join the class.
4. Persons must not chew gum whilst training.
5. Food and/or drink (including water) must not be consumed whilst on the training area.
6. Mobile phones must be turned off during training. Mobile phones inadvertently left on during training may not be answered. Any person who is "on-call" for work may seek approval from the Instructor prior to the commencement of class to leave his or her mobile phone on.

### **A.6 Uniforms & Training Gear**

All persons must wear the following approved clothing during all training sessions:

1. Pants: Hapkido Black pants are permitted.
2. Tops: White Hapkido jacket or Academy training t-shirt are permitted. Under shirts are permitted but only in a white colour.
3. Shoes: Only special martial arts training footwear which has been approved by the Instructor.
4. Belts: Graded students must wear their belt at all times.
5. All clothing must be free of all logos or markings unless the logo is approved by the instructor.
6. Persons inappropriately attired will not be allowed to train.
7. In addition to the general uniform requirements, persons must bring a towel and filled water bottle to training session.

### **A.7 Sparring Requirements**

1. Persons participating in non contact sparring activities are strongly advised to purchase and wear approved leg guards and bring these guards to every training session.
2. The term non contact refers to the attacking nature of the student, the aim is to attack without contact to the opponent, however contact in regards to defence (blocking) is not only permitted but is encouraged, without correct leg guards slight bruising to the legs may result from this activity.
3. For contact sparring at a competitive level it is recommended that students provide their personal sparring equipment of: Approved Head Guard, Mouth Guard, Gloves, Groin Guard, Shin and Feet Guards.
4. For purchase of free sparring equipment please see TSDA for prices.

### **A.8 Sickness or Injury**

1. Persons must not train if they are suffering from the flu or other viral infection that may be passed on to other persons. If flu like symptoms are present, the student will be asked to return home immediately until recovered.
2. Persons must advise the Instructor if suffering from any injury or medical condition, either permanent or temporary, which may be adversely affected by certain types of training. Some examples of this may include blood pressure problems and cardiac disorders, neck and back injuries, diabetes and asthma.
3. If requested by the Instructor, persons with the above or like conditions must show this Code of Conduct to their physician and secure a medical certificate clearly stating that the

person is able to participate in classes conducted by Total Self Defence Academy and whether there are any restrictions or conditions applicable.

### **A.9 Other Health Issues**

1. Persons must not attend training under the influence of alcohol or illegal drugs.
2. Smoking is not allowed in the Training Area.
3. Persons training must give proper attention to personal hygiene and exhibit clean grooming; and ensure that fingernails and toenails are trimmed and clean.
4. Persons with a cut or bleeding injury must cease training immediately and receive appropriate first aid. Rejoining the training session will not be allowed until the instructor has deemed that is safe to do so.
5. Persons administering first aid to a person suffering a cut or bleeding injury must wear protective gloves.

### **A.10 Training Area Ethics**

1. Persons must always be courteous and helpful to each other.
2. Physical contact between persons who are training must be appropriate to the situation and necessary for the skill development of those persons.
3. Sexual harassment, defined as being where a person is subjected to unwanted or uninvited sexual behaviour, will not be tolerated.
4. Any form of discrimination based on sex, ethnic origin, language, colour, or other form of differentiation will not be tolerated.

### **A.11 Grading Conditions**

1. Opportunity to grade under TSDA syllabus occurs only 4 times per calendar year. A person may only grade at these times subject to the final determination of the Instructor.
2. Grading fees must be paid one week prior to grading night and be accompanied by a completed grading form and current grading card.
3. In assessing a person's readiness to grade, the Instructor takes into consideration such factors as consistency of attendance, attitude, focus & attention during training sessions as much as a persons knowledge of TSDA syllabus to the point he or she wishes to grade.
4. To secure grading under TSDA syllabus a person must be a current financial member of TSDA.
5. Membership of the Academy requires a person to agree to be bound by this Code of Conduct.
6. TSDA reserves the right to revoke the grading of any person who breaches this Code of Conduct.

### **A.12 Training Session Restrictions**

1. Training sessions with TSDA are structured as 45min, 1 hour or 1 ½ hour classes. The intensity of the classes can vary depending on the nature of the class, fitness, technique, sparring etc.
2. Only persons authorized by the Instructor are allowed to participate in the classes. Non-authorized persons must leave the Training Area before the commencement of the class.
3. Persons who commence training with TSDA for the first time may attend a certain amount of lessons before joining the class but a membership form must be filled out in prior to commencement of physical activity. All students are placed under a trial period of three months within that time any breaches of the code of conduct will be dealt with through annulment of the training program.

### **A.13 Membership Fees & Training Fees**

1. Membership fee & First Fortnightly fee must be paid upon joining date.
2. Fortnightly Training fees are paid by direct debit through EFC from the member's nominated bank account for the fortnight ahead.
  - a. Suspension of fees is not permitted. Make up classes can be made up to 4 weeks after the missed lesson.
  - b. Should the member wish to cancel their training, one (1) months notice is required, with all fees due and payable up to the effective cancellation date.
3. Failure to meet with the fee requirements within the code of conduct may result in an annulment of the agreement.



## Total Self Defence Academy

### Rules in Class

#### All students must:

1. Take pride in your uniform - please ensure uniforms and belts are put on securely. Should your uniform or belt come loose throughout the class, you need to fix immediately. In the kids classes, the student must go to the parent to fix.
2. Parents – please ensure your child’s pants are not touching the floor. For safety issues, rolling of the pants are not acceptable. Hemming of pants is required.
3. Academy training t-shirts are to be worn in the warm months of the year. During the cooler months of the year (1<sup>st</sup> May – 31<sup>st</sup> August), the full Hapkido uniform must be worn, unless allowed by the instructor.
4. All students must keep their eyes to the front, whether in the start up lines or in the line kicking the bag.
5. Talking must be kept to a minimum.
6. The Head Instructor is to be called “Sir” or “Master Kevin” – not by his first name.
7. All other instructors, senior and assisting, are to be called “Sir”, “Ma’am” or “Miss”.
8. Respect must be shown to every instructor and every student. That means no back chatting or interrupting others.
9. Please ensure you are on time to class, every time.
10. All students must bow in and out of the hall. This shows respect of the training area, to the instructor and to the art of Hapkido.
11. If you requires an Instructors attention, you must stand at Jun Bi (attention) beside the instructor until the instructor acknowledges you. The student must address the instructor with the words, “Excuse me, Sir/Miss” and then bow. Ask you question and finish with the words “Thank you, Sir/Miss” and bow.
12. Free sparring is NON-CONTACT (unless protective gear is worn in specific full contact sparring).

We have a high standard Academy and want the standard to remain high.

Please adhere to the rules of the class.

Many thanks,

Kevin, Jaime & the TSDA team!