

MKG North Dublin Limited

Membership Terms & Conditions

Version: 1.0

Effective Date: 31/10/2026

These Membership Terms & Conditions (“Terms”) govern membership of **MKG North Dublin Limited** (“MKG North Dublin”, “Fingal Martial Arts” “the School”, “we”, “our” or “us”).

By becoming a member, or by enrolling a child or young person as a member, the Member and/or Parent/Guardian agrees to these Terms.

1. About MKG North Dublin

MKG North Dublin provides martial arts training for children, teenagers and adults through programmes including Titans, Warriors, Teens, MKG Blend, Kickboxing and other specialist classes, workshops and events.

Our objective is to provide a safe, welcoming and professional environment in which members can develop martial arts skills, confidence, fitness, focus, resilience and respect.

2. Membership

Membership is personal to the registered Member and may not be transferred to another person.

Membership provides access to the classes and services included within the Member’s selected membership package, subject to the current timetable, programme eligibility and reasonable operational changes.

Membership does not guarantee promotion, grading, competition selection, seminar participation or access to invitation-only programmes.

MKG North Dublin reserves the right to reasonably amend class timetables, instructors, venues, curriculum or programme structure where necessary.

3. Member Code of Conduct

All Members are expected to contribute to a safe, respectful and positive training environment.

Members must:

- Treat instructors, staff, volunteers, other members, parents and visitors with respect.
- Follow reasonable instructor directions promptly.
- Train safely and with appropriate control.
- Respect the experience, ability and physical limitations of training partners.
- Use appropriate language and behaviour.
- Respect School and venue property.
- Use martial arts skills responsibly.
- Report injuries, hazards or safety concerns to an instructor.
- Avoid intentionally reckless or dangerous behaviour.

The following will not be tolerated:

- Bullying or intimidation.
- Harassment or discriminatory behaviour.
- Threatening, aggressive or abusive behaviour.
- Deliberately injuring or endangering another person.
- Persistent disruption of classes.
- Deliberate damage to property or equipment.
- Attending training while impaired by alcohol or illegal drugs.

Serious or repeated breaches may result in removal from a class, suspension or termination of membership.

4. Parents, Guardians and Spectators

Parents and guardians are an important part of our junior programmes.

Parents/Guardians are expected to:

- Treat instructors, staff, volunteers and other families respectfully.
- Allow instructors to coach students without unnecessary interruption.
- Avoid coaching children from the side of the training area.
- Ensure children arrive appropriately prepared for class.
- Arrange prompt collection after class.

- Advise us of any person who is not authorised to collect their child.
- Keep emergency contact information current.

Parents remain responsible for their children outside scheduled class or activity times unless specific alternative arrangements have been agreed.

5. Attendance and Punctuality

Regular attendance is important for development and progression.

Members should arrive in sufficient time to prepare for class.

Late-arriving students may be required to complete an appropriate warm-up or, where participation would create a safety issue, may be asked to observe part or all of the class.

Missed classes do not normally entitle a Member to a refund or reduction in membership fees.

Where suitable alternative classes are available, a make-up class may be permitted at the School's discretion.

6. Uniform

Members are expected to wear the approved uniform for their programme.

Depending on the programme and level, this may include:

- Official MKG North Dublin training T-shirt or approved training top.
- Appropriate training shorts or trousers.
- Belt or other rank identification where applicable.
- Appropriate indoor footwear where required.

Uniforms should be clean, appropriately fitted and maintained in good condition.

The School may prevent participation where clothing creates a reasonable health or safety concern.

7. Training and Protective Equipment

As Members progress, they may be required to obtain appropriate personal training and protective equipment.

Depending on programme and training level, this may include:

- Boxing or kickboxing gloves.
- Hand wraps.
- Shin guards.
- Mouthguard.
- Appropriate groin protection.
- Other appropriate protective equipment.
- Kali/Eskrima training sticks.
- Approved training knives or other martial arts training equipment.
- Grappling equipment where applicable.

Instructors will advise Members when equipment becomes necessary.

Protective equipment specified by an instructor for a particular activity must be worn.

Personal equipment must be maintained in a safe and hygienic condition.

8. Personal Hygiene and Training Safety

Members are expected to maintain appropriate personal hygiene.

Members should:

- Attend training in clean clothing.
- Keep fingernails and toenails appropriately trimmed.
- Remove jewellery and other items that may cause injury before training.
- Cover cuts and abrasions appropriately.
- Maintain personal protective equipment in a clean condition.

Members must follow instructor safety instructions and use appropriate control during partner training.

An instructor may stop or modify a Member's participation where they reasonably believe there is a health or safety concern.

9. Health, Injury and Medical Information

Members, or Parents/Guardians of junior Members, are responsible for providing accurate and relevant health information that may affect safe participation.

MKG North Dublin should be informed of relevant changes to this information.

Members must inform an instructor of an injury or condition that may affect their ability to participate safely before training.

Where appropriate, Members may be advised to obtain medical clearance before returning to training.

MKG North Dublin does not provide medical advice.

10. Nature and Risks of Martial Arts Training

Martial arts training is a physical activity and may involve striking, kicking, pad work, partner drills, grappling, controlled contact, weapons-based training using training equipment and other forms of physical exercise.

Participation therefore carries an inherent risk of injury.

MKG North Dublin seeks to manage these risks through appropriate instruction, supervision, equipment and safety procedures.

Members are expected to follow those procedures and participate within their ability.

Nothing in these Terms is intended to exclude or restrict liability where doing so would be prohibited by Irish law.

11. Membership Fees

Membership fees are payable through an approved recurring payment method, which may include Direct Debit or card payment.

Membership fees reserve the Member's place within their programme and contribute to the ongoing provision of classes, coaching, administration, curriculum development and School operations.

Membership fees are not calculated solely by the number of classes personally attended by an individual Member. MKG North Dublin operates a 48-week year with membership fees spread over the 52 weeks.

The annual membership structure considers scheduled School closures, public holidays and planned breaks.

Failure to attend available classes does not normally create an entitlement to a refund.

12. Failed or Outstanding Payments

Members are responsible for ensuring that their selected payment method remains valid and that sufficient funds are available.

Where a payment fails:

- The Member or Parent/Guardian may be contacted regarding the outstanding amount.
- The outstanding balance remains payable.
- MKG North Dublin may temporarily suspend training where an account remains unpaid.
- Reasonable third-party payment or recovery charges may be passed on where legally permissible and where the Member has been appropriately informed.

Members experiencing payment difficulties are encouraged to contact us promptly.

13. Annual Membership Fee Review

Membership fees will normally be **reviewed annually** to ensure that MKG North Dublin can continue to provide high-quality instruction, facilities, equipment, administration and member services.

As part of this annual review, membership fees may be adjusted broadly in line with the prevailing rate of **national inflation in Ireland**, with reference to an appropriate official measure of consumer price inflation published by the **Central Statistics Office (CSO)**.

The annual review may also take account of material changes in the reasonable costs of providing membership services or significant changes to the services, programmes or facilities provided by MKG North Dublin.

An annual review does not necessarily mean that membership fees will increase every year.

Notice of a Fee Change

Where MKG North Dublin proposes to increase a member's membership fee:

- The Member or Parent/Guardian will receive at least **30 days' written notice before the new fee takes effect.**
- The notice will clearly state the **current membership fee, the new membership fee and the date on which the new fee will take effect.**
- The notice will provide sufficient information to allow the Member or Parent/Guardian to understand the proposed change before it takes effect.

- The new fee will apply prospectively only and will not alter membership fees already paid or properly due before its effective date.
- The notice will remind the Member or Parent/Guardian of their right to cancel the affected membership if they do not wish to continue at the new fee.

Right to Cancel Following a Fee Increase

If a member or Parent/Guardian does not wish to continue membership at the new fee, they may cancel the affected membership by providing **30 days' written notice** to MKG North Dublin.

To ensure Members have a genuine opportunity to decide whether to continue following a fee increase, where the Member or Parent/Guardian provides written notice of cancellation **within 14 days of receiving the fee-change notification**, the **existing membership fee will continue to apply throughout their 30-day cancellation notice period**, even where part of that notice period falls after the general effective date of the fee increase.

The increased membership fee will therefore **not be applied to that Member during their cancellation notice period**, provided their cancellation request is received within the 14-day period above.

Where a member chooses to continue their membership and does not provide notice of cancellation, the new membership fee will apply from the effective date stated in the fee-change notification, subject always to the Member's statutory rights.

Nothing in this section is intended to exclude, restrict or reduce any statutory rights available to Members under applicable Irish consumer law.

14. Membership Cancellation

Membership continues until cancelled in accordance with the cancellation terms applicable to the Member's membership agreement.

Unless a different cancellation period has been expressly agreed in writing, Members are required to provide **30 days' written notice** of cancellation.

Cancellation requests should be submitted to MKG North Dublin by email or another written method specifically approved by the School.

Membership fees falling due during the applicable notice period remain payable.

Stopping or cancelling a Direct Debit or recurring card payment does **not**, by itself, constitute notice of cancellation.

Members remain responsible for outstanding amounts properly due under their membership agreement.

Any statutory cancellation or consumer rights that apply under Irish law are unaffected by this section.

15. Membership Freeze

A temporary membership freeze may be considered for circumstances including:

- Significant injury.
- Medical reasons.
- Pregnancy.
- Other exceptional circumstances approved by management.

Requests should normally be made in writing.

Unless otherwise agreed, freezes will normally be for a minimum of one month and a maximum of two consecutive months.

MKG North Dublin may request reasonable supporting information where appropriate.

16. Refunds

Membership payments are not normally refundable simply because a Member chooses not to attend available classes.

Any refund legally due under applicable Irish consumer law will not be affected by these Terms.

Separate cancellation and refund conditions may apply to camps, seminars, workshops, courses or special events and will be communicated when booking.

17. Grading and Progression

Grading and progression are based on more than attendance alone.

Factors may include:

- Technical knowledge.
- Practical ability.
- Attendance and consistency.
- Attitude.
- Effort.
- Safe application of techniques.

- Conduct.
- Required seminar or training hours where applicable.
- Instructor recommendation.

Meeting a minimum attendance requirement does not automatically guarantee eligibility or promotion.

The relevant instructor will determine when a Member is ready to grade in accordance with the School's curriculum and grading requirements.

18. Timetable, Venue and Programme Changes

MKG North Dublin may reasonably change:

- Class times.
- Training venues.
- Instructors.
- Programme structures.
- Curriculum.
- Class groupings.

Reasonable notice will be provided where practical.

Where a material change significantly affects the service being provided to a Member, the School will seek to provide an appropriate alternative where reasonably possible.

19. School Closures and Events Outside Our Reasonable Control

Classes may occasionally be affected by circumstances outside MKG North Dublin's reasonable control, including venue closures, severe weather, public emergencies, government restrictions, utility failures or other unforeseen events.

Where reasonably possible, MKG North Dublin may provide an alternative class, venue, timetable or other appropriate arrangement.

Nothing in this provision limits statutory consumer rights.

20. Photography, Video and Media

MKG North Dublin may photograph or record classes, gradings, seminars, camps and events.

Promotional use of identifiable images or recordings will be managed separately from the essential administration of membership.

Where consent is the appropriate lawful basis, Members or Parents/Guardians may choose whether to provide media consent and may subsequently withdraw that consent.

Refusing or withdrawing optional promotional media consent will not affect membership eligibility.

Further information is contained in the School's Privacy Notice and Media Consent arrangements.

21. Data Protection and Privacy

MKG North Dublin processes personal data in accordance with applicable data-protection legislation, including the **General Data Protection Regulation (GDPR)** and the **Data Protection Act 2018**.

Depending on the circumstances, personal information may be processed for purposes including:

- Membership administration.
- Class and attendance management.
- Payment administration.
- Emergency contacts.
- Health and safety.
- Safeguarding.
- Communications relating to membership and classes.
- Compliance with legal obligations.

Marketing communications will be managed in accordance with applicable data-protection and electronic-marketing requirements.

Members have data-protection rights which may include rights of access, correction, deletion, restriction and objection, depending on the circumstances and lawful basis for processing.

Full details should be provided in the MKG North Dublin Privacy Notice.

22. Safeguarding

MKG North Dublin is committed to providing a safe environment for children and young people.

Members, Parents/Guardians, instructors and volunteers are expected to comply with the School's safeguarding procedures and Code of Conduct.

Any safeguarding concern should be reported promptly through the School's safeguarding procedures.

23. Personal Property

Members remain responsible for personal property brought to classes, events or venues.

MKG North Dublin recommends that unnecessary valuables are not brought to training.

The School is not responsible for loss, theft or damage except where liability arises under applicable law.

24. Suspension or Termination by MKG North Dublin

MKG North Dublin may take reasonable disciplinary action, including suspension or termination of membership, where there is:

- Serious or persistent misconduct.
 - Bullying, harassment or abusive behaviour.
 - Deliberate or reckless endangerment of another person.
 - Serious breach of safeguarding requirements.
 - Persistent non-payment.
 - Serious or repeated breach of these Terms.
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Except where immediate action is reasonably necessary for safety or safeguarding reasons, the School will normally seek to address concerns with the Member or Parent/Guardian before terminating membership.

Any outstanding amounts properly due prior to termination remain payable.

25. Complaints

Members and Parents/Guardians are encouraged to raise concerns promptly so that they can be addressed appropriately.

Complaints should initially be submitted to MKG North Dublin management in writing.

We will seek to review and respond to complaints fairly and within a reasonable timeframe.

Nothing in this procedure affects a Member's statutory rights or ability to use any external consumer dispute mechanism available under Irish law.

26. Changes to These Terms

MKG North Dublin may update these Terms where reasonably necessary, including to reflect changes in services, operational requirements or applicable law.

Members will be notified of material changes before they take effect.

Changes to membership fees will be dealt with under the **Annual Membership Fee Review** provisions above.

27. Governing Law

These Terms are governed by the laws of Ireland.

Nothing in these Terms removes or limits any mandatory statutory rights available to consumers.

Member Acceptance

By accepting membership, I confirm that I have been provided with access to these Membership Terms & Conditions and agree to comply with them.

I understand the physical nature of martial arts training and my responsibility to follow instructor safety directions.

I understand the membership payment, annual fee review and cancellation provisions.

I understand that the School's Privacy Notice provides further information about the processing of personal information.

Member

Member Name: _____

Programme: _____

Parent/Guardian — where Member is under 18

Parent/Guardian Name: _____

Acceptance

Signature: _____

Date: _____

For MKG North Dublin Limited: _____

Date: _____

