

General Terms and Conditions – The Kickboxing Society

At The Kickboxing Society (TKS), we believe it's important that all our members know exactly what to expect. That's why our terms are clear, fair, and written as simply as possible.

Definitions

In these terms, the following definitions apply:

- TKS: The Kickboxing Society, trade name of Kickboxing-Institute B.V., including all its locations/clubs.
- Member: The individual who enters into a membership agreement with TKS.
- Club: The physical location of TKS where classes and facilities are provided.
- Classic Club: A TKS location offering the Classic program at the corresponding rate.
- Premium Club: A TKS location offering an extended program at a higher rate.
- Membership type: The chosen subscription type, which determines access to specific clubs.
- Credits: Prepaid units for Personal Training or Small Group sessions.
- App: The TKS app used for reservations, communication, webshop, and digital services.
- Webshop: The online TKS environment where products are offered and sold.
- Digital services: Virtual classes and other online content provided by TKS via the app or other channels.

1. Membership, Duration, and Termination

- You can choose a subscription of 6, 12, or 24 months. After the initial term, it automatically continues for an indefinite period.
- Memberships may be cancelled at any time after the initial contract term, subject to a notice period of four (4) weeks. The notice period will commence after the end of the current paid period.

- During the initial contract period, cancellation is only possible in case of:
 - Relocation more than 20 km from the nearest club, or
 - Medical reasons (with a doctor's statement).
- Memberships are personal and non-transferable.

Classic and Premium Membership

- Premium Membership: Access to all TKS Clubs (Classic and Premium) in the Netherlands.
- Classic Membership: Access to Classic Clubs only; no access to Premium Clubs.
- When new Clubs open, their category (Classic or Premium) will be communicated in advance.
- The selected membership type and access rights are determined upon registration.

Right of Withdrawal (Online Registration)

- For online registrations, you have a 14-day cooling-off period to cancel without providing a reason.
- If you start training within this period, you agree that the service has already commenced, and the right of withdrawal expires after the first session.

Changes to the Terms

- TKS may unilaterally amend these General Terms and Conditions.
- Changes will be communicated via the app, website, or email.
- Continued use of services after the effective date implies acceptance.
- If you do not agree, you may terminate your membership under the regular cancellation terms.

Membership Pause

- A member may temporarily pause their membership once per calendar year for a maximum of 8 consecutive weeks, without providing a reason.
- In the case of a serious injury or pregnancy, a member may request a longer pause in consultation with TKS, upon submission of a doctor's certificate.
- During the pause, no lessons are attended and no membership fees are charged.

- The pause period is added to the total membership duration, so the membership end date is automatically extended by the length of the pause.

2. Payment and Price Adjustments

- Membership fees are collected automatically every 4 weeks.
- In case of late payment, access to the facilities will be temporarily suspended until payment has been made.
- The member has 2 weeks to settle the outstanding amount.
- If the amount is not paid within this period, TKS is entitled to charge statutory interest and extrajudicial collection costs in accordance with Article 6:96, paragraphs 2(c) and 5 of the Dutch Civil Code.
- Price changes will be announced at least 4 weeks in advance.
- TKS may periodically adjust prices based on the CBS Consumer Price Index (CPI).

3. Use of Facilities, House Rules & Open Gym

- Always follow the instructions of coaches and staff.
- Training is at your own risk.
- All members must register in advance for lessons via the TKS app. This applies to all types of lessons.
- If a member cannot attend a scheduled lesson, they must cancel in a timely manner via the App. For group classes, members may cancel up to 2 hours before the start of the class without a credit being deducted. For Small Group or Personal Training, different terms apply — see Chapter 4.
- During training, wear appropriate gear and protective equipment (mouthguard, shin guards, gloves).
- Members are responsible for purchasing and maintaining their own equipment.
- The coach determines lesson intensity and may deny participation in case of unsafe or aggressive behavior.
- Alcohol, smoking, drugs, doping, and aggressive or intimidating behavior are strictly prohibited. Violations may result in immediate termination of membership.
- Open Gym: Only permitted during designated times and with a reservation via the app.

- Participation is independent and at your own risk;
- TKS does not provide supervision.
- House rules apply at all times: clean up after use, no alcohol, drugs, or aggressive conduct.

Facilities and Class Cancellations

- TKS aims to provide lessons, facilities, and equipment according to schedule.
- Due to maintenance, defects, safety, or force majeure, facilities may be temporarily unavailable.
- TKS may cancel or reschedule classes; this does not entitle members to refunds or compensation, except in cases of prolonged unavailability beyond TKS's control.
- Occasional cancellations due to illness or absence of coaches do not entitle members to refunds or extensions unless there is structural or long-term disruption.

4. Personal Training & Small Group Credits

- Credits are personal and valid for 6 months from the date of issue.
- A credit is deducted once a session or time slot is reserved.
- Cancellations:
 - Small Group: up to 7 days in advance.
 - Personal Training: up to 48 hours in advance.
- Late cancellations or no-shows → credit will be forfeited.

5. Kids Program (Ages 4–12)

- The official TKS shirt is mandatory and charged upon registration.
- Class reservations through the app are required for all children.
- Progress levels: Q1, Q2, and Q4 (Q3 omitted due to summer break).
- Upon level upgrade, the child receives a new shirt in the corresponding color. Parents are notified in advance and receive a payment request.

6. Health and Safety

- You are responsible for assessing whether you are fit to train. Consult your doctor if in doubt.

- Any medical conditions must be reported in advance.
- Participation in sparring or contact sessions is only permitted under supervision of a TKS coach and entirely at your own risk.

7. TKS App and Digital Services

- The app is used for reservations, communication, webshop, and digital lessons.
- TKS may modify or temporarily disable the app for maintenance.
- Unauthorized use (e.g., hacking, rights infringement, or misuse) may result in app suspension or membership termination.
- Messages sent via the app (e.g., confirmations, schedule changes, payments) are considered official communication.
Personal data are processed in accordance with the TKS Privacy Policy.

8. Webshop and In-App Purchases

- Items must be tried on or checked for size and suitability in the club before purchase.
- By purchasing via the webshop or app, the member confirms that the item has been fitted and approved.
- Items that have been tried on cannot be exchanged or returned, except in case of defects or statutory warranty.
- Hygiene products or worn sportswear cannot be returned.

9. Photo, Video, and Camera Recordings

TKS uses various forms of visual material.

Security Cameras

- Security cameras are installed in and around our clubs for safety, supervision, and incident recording only.
- Footage is viewed only when necessary (e.g., in case of damage, theft, or unsafe behavior).
- Recordings are not used for marketing purposes and are retained in accordance with legal retention periods and our privacy policy.

Photos and Videos for Communication or Promotion

- TKS may occasionally take photos or videos during classes or events for use on our website, social media, or other channels.

- We always do this respectfully, focusing on atmosphere and community.
- If you prefer not to appear in images, please inform your club or email us at info@thekickboxingsociety.com. We will of course respect your wishes.
- If you are accidentally visible in published material, you may always request removal.

10. Liability

- Participation in all activities is at your own risk.
- TKS is not liable for injuries or accidents during training or sparring sessions, unless caused by intent or gross negligence by TKS or its employees.
- TKS is not responsible for loss or theft of personal belongings.
- Members are liable for damage caused by intent or negligence.
- TKS is not liable for damage caused by force majeure (pandemic, fire, government measures, power outage, etc.).

11. Termination of Membership by TKS

- TKS may terminate a membership in cases of misconduct, rule violations, or repeated non-payment.
- In the event of business closure, a 4-week notice period applies.

12. Complaints

- Complaints may be submitted to the club manager or via info@thekickboxingsociety.com.
- TKS aims to resolve complaints within 4 weeks.
- For sensitive or confidential matters, you may contact TKS's confidential advisor (procedure and contact details available on the website).

13. Applicable Law

These terms and conditions are governed exclusively by Dutch law.