

GENERAL TERMS AND CONDITIONS (GTC)



YU TAEKWONDO KENYA

Effective as of: 2026

These General Terms and Conditions (“GTC”) govern membership in and participation in the training programs, activities and facilities of **YU Taekwondo Kenya** (“YU Taekwondo”, “the Club” or “the Principal”).

These GTC form an integral part of the Membership Agreement between YU Taekwondo Kenya and the Member.

By signing a Membership Agreement, completing an online registration or otherwise expressly accepting these GTC, the Member confirms that they have read, understood and accepted them.

Where the Member is a minor, the Membership Agreement and these GTC shall be accepted by the Member’s parent or legal guardian.

1. SCOPE AND DEFINITIONS

These GTC apply to all memberships and participation in training programs and activities offered by YU Taekwondo Kenya, unless otherwise expressly agreed in writing.

“**Member**” means any person admitted as a member of YU Taekwondo Kenya.

“**Facilities**” include training halls, social halls and any other designated venues used for training, events or Club activities.

“**Training Program**” means the training curriculum, methodology and training system used by YU Taekwondo Kenya.

Individual contractual details, including the selected membership category, applicable contribution, minimum term, start date and payment arrangements, are determined in the respective Membership Agreement.

2. STATUS AND PURPOSE OF MEMBERSHIP

The Member is admitted as a general member of YU Taekwondo Kenya.

The purpose of membership includes:

- Martial arts and Taekwondo training
- Physical fitness
- Discipline
- Personal development
- Community participation
- Participation in Club activities

Membership does not create an employment relationship, partnership, joint venture, agency relationship, ownership interest or entitlement to financial benefits.

Membership does not automatically guarantee certification, rank advancement, instructor opportunities, competition participation or any specific sporting or personal outcome.

3. MEMBERSHIP

Membership is subject to the Membership Agreement, these GTC and the rules, guidelines and regulations of YU Taekwondo Kenya as amended from time to time.

The applicable membership category, minimum contractual term and other individual conditions are set out in the respective Membership Agreement.

General membership may continue beyond an individual training or payment period, subject to the applicable Membership Agreement and Club rules.

YU Taekwondo Kenya reserves the right to suspend or terminate membership for cause in accordance with these GTC.

4. MEMBERSHIP CONTRIBUTIONS AND FEES

The Member shall pay the membership contributions and any other agreed fees specified in the individual Membership Agreement or otherwise expressly agreed between the parties.

Membership contributions are generally payable in advance in accordance with the agreed payment schedule.

Unless otherwise agreed or required by applicable law:

- Membership contributions remain payable irrespective of attendance or frequency of participation.
- Non-attendance or non-utilization of available training opportunities does not automatically release the Member from

payment obligations.

- Contributions and fees already paid are generally non-refundable.
- Transaction charges or bank fees associated with the Member's selected payment method may be borne by the Member.

Membership contributions and other applicable fees may be adjusted from time to time upon reasonable notice, including due to changes in operational costs, inflation, indexation or other economic circumstances.

Current membership contributions, tariffs and other fees are communicated separately and do not form part of these GTC.

5. PAYMENT

The Member shall ensure that all agreed payments are made when due.

YU Taekwondo Kenya may accept various payment methods, including cash, bank transfer, direct debit, mobile payment services, credit card or other approved digital payment methods.

The Member is responsible for ensuring that sufficient funds are available on the applicable due date.

Where membership commences during an ongoing payment period, the first contribution may be calculated proportionately where applicable.

6. PAYMENT DEFAULT

A Member shall be considered in default where an agreed payment remains unpaid after its due date or where a payment instruction fails or is dishonoured.

In the event of payment default, YU Taekwondo Kenya may, subject to applicable law:

- Suspend access to training or Club activities
- Decline further participation until outstanding amounts are settled
- Recover reasonable administrative or collection costs
- Charge applicable default interest
- Terminate the Membership Agreement or membership where appropriate

Outstanding payment obligations existing at the time of suspension or termination remain unaffected.

7. MEMBER OBLIGATIONS AND CONDUCT

Members shall:

- Follow all safety instructions
- Follow reasonable instructions from trainers and authorized representatives
- Respect trainers, employees, other members and visitors
- Observe Club rules, guidelines and regulations
- Maintain appropriate discipline and conduct
- Participate in required warm-ups and preparatory exercises
- Use facilities and equipment responsibly
- Refrain from conduct that may endanger themselves or others

Serious or repeated violations may result in temporary suspension or termination of membership.

8. SUSPENSION OF MEMBERSHIP

A Member may request temporary suspension of contractual obligations due to circumstances such as illness, injury or temporary unavailability.

YU Taekwondo Kenya may request reasonable supporting information or documentation.

Any suspension is subject to approval by YU Taekwondo Kenya and is not automatic.

Where a suspension is approved, applicable payment obligations may be partially or fully suspended for the approved period in accordance with the individual agreement.

9. TERMINATION

Termination by the Member must be made in writing and submitted through an officially recognized communication channel of YU Taekwondo Kenya.

Any agreed minimum contractual term and outstanding payment obligations remain applicable.

YU Taekwondo Kenya may suspend or terminate membership for cause, including:

- Material or repeated payment default
- Serious misconduct
- Violation of safety requirements
- Violation of Club rules or guidelines
- Material breach of the Membership Agreement or these GTC
- Conduct that materially damages or endangers the Club, its trainers, members or activities

Termination does not affect payment obligations or other rights and obligations that arose prior to termination.

10. TRAINING, SAFETY AND MEDICAL FITNESS

The Member acknowledges that Taekwondo and other martial arts training involve physical exertion, physical contact and inherent risks, including the possibility of injury.

Participation is voluntary and takes place subject to the Member's personal responsibility and physical ability.

Members must follow all safety instructions and inform the responsible trainer of any relevant limitations affecting their ability to participate safely.

YU Taekwondo Kenya may request appropriate medical confirmation of fitness to participate where reasonably necessary.

YU Taekwondo Kenya may exclude a Member temporarily from particular exercises or training sessions where this is reasonably considered necessary for the safety of the Member or other participants.

11. LIABILITY

To the fullest extent permitted by applicable law, YU Taekwondo Kenya shall not be liable for injuries, losses or damages resulting from risks ordinarily associated with martial arts training or from a Member's failure to follow safety instructions. YU Taekwondo Kenya shall not be responsible for loss, theft or damage to personal belongings brought onto training premises, except where liability cannot legally be excluded.

Nothing in these GTC excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

12. RESPONSIBLE USE OF MARTIAL ARTS SKILLS

Training provided by YU Taekwondo Kenya is intended for personal development, physical fitness, discipline, wellness and legitimate self-defence.

Members shall use acquired martial arts skills responsibly and in accordance with applicable law.

Members shall not use their training for bullying, intimidation, harassment, unlawful violence or other improper purposes.

13. INTELLECTUAL PROPERTY AND TRAINING SYSTEM

Training curricula, methodologies, instructional systems, materials, designs, logos, names, trademarks and other intellectual property used by YU Taekwondo Kenya remain protected by applicable intellectual property rights.

Without prior written authorization from YU Taekwondo Kenya, Members may not use proprietary training systems, curricula or materials for purposes including:

Establishing or operating a competing training program

Independently teaching proprietary YU Taekwondo programs

Reproducing or publishing proprietary training materials

Commercializing the Club's training system or intellectual property

These obligations shall continue after termination of membership to the extent permitted by applicable law.

14. DATA PROTECTION

YU Taekwondo Kenya may collect and process personal data necessary for membership administration, training operations, communication and Club activities.

Personal data may include:

- Identification and contact information
- Membership information
- Training participation records
- Payment-related information
- Other information reasonably required for administration of the membership

YU Taekwondo Kenya shall take reasonable measures to ensure that personal data is processed lawfully, appropriately protected and retained only for as long as necessary or required by applicable law.

Personal data shall only be accessible to authorized persons and, where necessary, authorized service providers.

15. PHOTOGRAPHY, VIDEO AND MEDIA

Photographs, videos and other audiovisual recordings may be created during training sessions, demonstrations, competitions, events and other Club activities.

Where the Member has provided the required consent, YU Taekwondo Kenya may use such material for purposes including:

- Documentation
- Training and instruction
- Website and digital media
- Social media

- Public relations and promotion of Club activities

Unless separately agreed, no compensation is payable for authorized use of such material.

A Member may object in writing to future promotional use of their image. YU Taekwondo Kenya shall take reasonable steps to implement such objection going forward, subject to applicable law and material already lawfully produced or published.

16. CLUB RULES AND ORGANIZATIONAL CHANGES

YU Taekwondo Kenya may establish and amend reasonable Club rules, safety regulations, training guidelines and organizational procedures where necessary for the proper operation of the Club.

Training schedules, trainers, facilities, training locations and individual classes may be changed where operationally necessary.

Membership does not create an entitlement to a particular trainer, training time, class or training location unless expressly agreed otherwise.

YU Taekwondo Kenya shall make reasonable efforts to maintain appropriate training opportunities for its Members.

17. FALSE AND DEFAMATORY STATEMENTS

Members shall not knowingly make false or defamatory statements concerning YU Taekwondo Kenya, its representatives, trainers, employees, members, training system or activities.

Nothing in this provision restricts Members from expressing lawful opinions, making legitimate complaints, reporting unlawful conduct or exercising any other rights protected by applicable law.

18. SEVERABILITY

If any provision of these GTC is found to be invalid, illegal or unenforceable in whole or in part, that provision shall be limited or severed to the extent necessary.

The validity and enforceability of the remaining provisions shall not be affected.

19. DISPUTE RESOLUTION

Disputes arising from or in connection with membership, the Membership Agreement or these GTC shall, where they cannot be resolved amicably, be handled in accordance with the dispute-resolution procedure specified in the Membership Agreement and applicable Kenyan law.

Where arbitration has been agreed between the parties, such arbitration shall be conducted in accordance with the applicable Arbitration Act of Kenya and the provisions of the respective Membership Agreement.

20. GOVERNING LAW

These GTC and the contractual relationship between YU Taekwondo Kenya and the Member shall be governed by and interpreted in accordance with the laws of Kenya.

21. CHANGES TO THESE GENERAL TERMS AND CONDITIONS

YU Taekwondo Kenya may amend these GTC where reasonably necessary due to changes in law, Club operations, training organization or other legitimate circumstances.

Members shall be informed of material changes within a reasonable period and in an appropriate manner.

Changes shall not affect rights that cannot legally be modified without the Member's consent.

22. FINAL PROVISIONS

These GTC form an integral part of the applicable Membership Agreement.

Individual arrangements contained in the Membership Agreement, including membership category, membership contribution, minimum term, start date and payment arrangements, supplement these GTC.

In the event of a conflict between an individually agreed contractual provision and these GTC, the individually agreed provision shall prevail to the extent permitted by applicable law.