

1. Membership Agreement

In-person training | Contract particulars, terms and withdrawal documents

1.1 Provider

Rodrigo Fernandes, trading as BJJ DOJO Berlin (the "Dojo")

Bergmannstr. 5, Haus 5, 2. OG, 10961 Berlin | membership@bjj.berlin

Dojo telephone

Contract number

1.2 Adult contracting party

Full name

Date of birth

Street and number

Postcode and town/city

Email

Telephone (optional)

The adult contracts in their own name and owes the fees, including where another person attends.

1.3 Participant and minors

☐ Contracting party ☐ Another person (details below)

Full name (if different)

Date of birth

Other participants and different account holders do not thereby become liable for fees. For minors, the required consent of those with parental responsibility must be given:

Name(s) of person(s) with parental responsibility

I/We consent to the child taking part in the agreed BJJ training. Consent to participation alone creates no additional obligation to pay.

Date and required signature(s) / recorded electronic consent

1.4 Agreed training

Membership plan

Included classes (e.g. Gi, No-Gi, children's classes)

☐ Up to _____ sessions/week ☐ All regular sessions of the stated classes

Session duration

Training location

Timetable / service description, including booking procedure (annex and version)

Agreed closures, including holidays (dates or annex; otherwise “no additional closures”)

Seminars, competition fees, private lessons and equipment are included only if expressly agreed. Standalone digital training products are not included.

1.5 Start and termination

Date of contract

Training entitlement starts

Initial term ends

☐ 3 months ☐ 6 months ☐ 12 months ☐ 24 months

The initial term starts when the contract is concluded; a later training start does not postpone its end. Recurring fees accrue only from the start of training entitlement. Where a withdrawal right applies, paid services start before the withdrawal period expires only on express request under section 5; otherwise, no earlier than its expiry.

One month's notice is required to end the contract at the end of its initial term. Without timely notice, it continues indefinitely and can then be terminated at any time on one month's notice, without a month-end requirement. Statutory withdrawal and good-cause termination rights remain unaffected.

1.6 Fees and total price

Total monthly fee
(EUR)

Joining fee
(EUR; otherwise 0.00)

Monthly fee after initial term
(EUR)

First part-month fee: from

to and including

Amount (EUR)

Total initial-term price, including all mandatory fees and taking the service start into account (EUR)

All amounts are final prices including any VAT; no other mandatory flat fees apply. Part calendar months are calculated pro rata by actual calendar days; agreed concessions remain effective.

1.7 Payment

☐ Monthly payment ☐ Advance payment (details below)

For monthly payment: the first fee and joining fee are due 14 days after conclusion, but not before training starts; subsequent fees on the 5th calendar day of each month. After a prepaid period, monthly payment applies unless otherwise expressly agreed.

Advance payment (EUR)

Service period from/to

Due date

☐ SEPA direct debit ☐ Bank transfer ☐ Credit/debit card

A direct debit mandate or card authorisation is given separately. For bank transfers:

Account holder

IBAN

Payment reference

1.8 Documents and special terms

The contract comprises these particulars, the terms and the annex in section 1.4. Additional house rules apply only if supplied before conclusion and identified below. Individually negotiated terms take precedence.

House rules (version; otherwise "none")

Special terms (otherwise "none"; annex if needed)

1.9 Conclusion of the contract

☐ In person at the Dojo ☐ Online (electronically recorded)

Place, date, contracting party's signature

Place, date, Dojo signature

2. General Terms and Conditions

2.1 Scope and formation of the contract

These terms supplement the contract particulars. An in-person contract is concluded when both parties sign. Online, the final order summary is the Dojo's binding offer, accepted by clicking the order button clearly indicating an obligation to pay. The contract is concluded when the Dojo receives that declaration. Entries can be checked and corrected beforehand. Creating a user account alone does not create a contract.

The documents are provided before conclusion. The Dojo stores the contract text and supplies it, with its annexes and withdrawal documents, in a form that can be saved permanently; for distance contracts, before services begin. Statutory rights to paper copies remain unaffected. The contract language is German when the German version is used and English when the English version is used.

2.2 Training and closure periods

The services are those agreed in section 1.4. Training entitlement is personal; transfer requires agreement. No particular training outcome or grading is guaranteed. Where booking is required, the Dojo provides sufficient training opportunities for the agreed entitlement.

Instructors, times and organisational arrangements may be changed for objective reasons where reasonable, but not essential services or the agreed training entitlement. Foreseeable changes will be notified as early as possible.

Closure periods apply only if expressly agreed before the contract is concluded. Statutory remedies remain available for additional cancellations or closures; the contract will not be extended unilaterally or in-person training replaced unilaterally with online services.

2.3 Fees and payment processing

Fees and due dates are set out in the contract particulars. Not using services properly made available does not release the contracting party from payment; statutory rights and agreed pauses remain unaffected. Advance payments that are not owed will be refunded. SEPA collections require a separate mandate and timely advance notice of the amount and collection date.

Changes affecting payment must be notified promptly. No default consequences arise from a collection missed by the Dojo where the contracting party fulfilled the necessary cooperation duties and maintained sufficient funds. Returned-payment charges are limited to necessary third-party costs actually incurred and attributable to the contracting party; no internal processing charges apply.

2.4 Payment arrears

Default and recovery costs are governed by law. Restricting access for substantial arrears requires a statutory right to withhold performance. The Dojo must explain the claim, announce the restriction and allow at least 14 days for payment after the notice is received. Valid objections and payments must be considered; the restriction must be lifted without undue delay once its basis ceases to exist.

Whether fees or damages are owed during a restriction is governed by law. A reminder, access restriction or termination does not by itself make all monthly fees for the remaining term immediately payable.

2.5 Ordinary termination

The term and notice periods are set out in section 1.5. Text form suffices, including email to membership@bjj.berlin or a letter to the Dojo. The statutory electronic termination function may also be used; other legally effective notices remain valid. Receipt, not the Dojo's consent, is decisive. Without a clear end date, notice is taken, in case of doubt, to apply to the earliest permitted date. Receipt and the contract end date will be confirmed without undue delay.

2.6 Pausing membership

For temporary health restrictions or pregnancy, a fee-free pause may be agreed on request in text form for up to three months initially; further agreements and an evidenced earlier start are possible. There is no entitlement to a discretionary concession. Training entitlement and fees are suspended during the pause; advance payments are refunded or, on request, credited by agreement. Neither the term nor a notice period is automatically extended. Termination for good cause does not require a prior pause.

2.7 Termination for good cause and evidence

Either party may terminate for good cause under statutory rules; required warnings and periods to remedy a breach remain applicable. For health reasons, the question is whether continuation is reasonable in light of the particular contract and its remaining term.

For health evidence supporting a pause or termination, a medical certificate stating the training-related restriction and its expected duration is sufficient. Neither a diagnosis nor exclusion from every sport is required. Moving home or changes in work or finances do not, by themselves, normally establish a right to terminate for good cause.

2.8 Safety and liability

Safety and hygiene rules and safety-related instructor directions must be followed; tapping out and stop signals must be respected immediately. The Dojo may end participation in a session where there is a specific danger; further measures must be proportionate. Statutory warning requirements remain unaffected. Statutory liability applies, including responsibility for persons engaged to perform contractual duties; no blanket waiver of liability is agreed.

2.9 Privacy and recordings

Separate privacy information covers the booking and payment services used. Health evidence is processed only as necessary and on a lawful basis. Any required consent to advertising or publication of images is obtained separately; membership is not conditional on such consent.

2.10 Withdrawal and payment for services supplied

Section 3 applies to statutory withdrawal rights. Early performance requires the express request in section 5 and does not waive withdrawal rights. Payment for services supplied requires the conditions of section 357a(2) of the German Civil Code (BGB), particularly the express request and proper information about withdrawal and that payment obligation. For off-premises contracts, the request must be supplied on a durable medium.

Calculation: total initial-term price (including any joining fee and discounts) × period for which the agreed services were properly made available up to withdrawal ÷ total agreed service period within the initial term.

Part-days are not rounded up; services not supplied must be deducted. No higher single-session or drop-in prices or additional retention of the joining fee apply. If the total price is excessive, the statutory market-value standard applies.

2.11 Changes and final provisions

Fee changes and changes to essential terms require a valid agreement; silence is not consent. Individually negotiated terms take precedence. German law applies without prejudice to mandatory consumer protection. Statutory jurisdiction rules and the statutory consequences of invalid standard terms remain unaffected.

Consumer dispute resolution: Dojo statement; if participating/obliged, include body, address and website

3. Withdrawal Information

This information applies where a statutory right of withdrawal exists, particularly for distance contracts. No additional voluntary withdrawal right is granted for an ordinary in-person contract concluded at the Dojo.

3.1 Right of withdrawal

You may withdraw from this contract within 14 days without giving a reason. The period starts when the contract is concluded, but not before you have been properly informed of your right of withdrawal.

Send an unequivocal statement, for example by post or email, to:

Rodrigo Fernandes - BJJ DOJO Berlin
Bergmannstr. 5, Haus 5, 2. OG, 10961 Berlin
membership@bjj.berlin

Telephone

You may use the attached model withdrawal form, but this is not mandatory. Sending the statement before the withdrawal period expires is sufficient to meet the deadline.

For contracts concluded online, you may also use the electronic withdrawal function:

Web address or clear indication of where the withdrawal function is located

When you use this function, we will send an acknowledgement without undue delay on a durable medium, such as email, containing your withdrawal statement and the date and time it was received.

3.2 Effects of withdrawal

We will refund all payments received from you without undue delay and no later than 14 days after receiving your withdrawal. We will use the same payment method as for the original payment unless expressly agreed otherwise. You will not incur any refund fees.

If you expressly requested performance during the withdrawal period, you may owe an appropriate amount for services already supplied, subject to statutory conditions. This is calculated pro rata by time under section 2.10, not at higher single-session prices.

3.3 Early expiry of the right

The right of withdrawal may expire early only once the agreed service has been fully performed, provided you previously expressly consented to early performance and acknowledged that consequence. For off-premises contracts, consent must be supplied on a durable medium. Individual sessions do not constitute full performance of a multi-month membership.

4. Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract.)

To:

Rodrigo Fernandes - BJJ DOJO Berlin

Bergmannstr. 5, Haus 5, 2. OG

10961 Berlin

E-Mail: membership@bjj.berlin

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

Goods / service (e.g. membership, plan)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

Contract number (optional)

(*) Delete as appropriate.

5. Early Start of Services

Separate, voluntary declaration where a withdrawal right applies. Complete only if paid training entitlement is to start before the withdrawal period expires.

Name of adult contracting party

Contract number

5.1 Express request and consent

- ☐ I expressly request that the Dojo make the agreed training available to me or the named participant from the date below, before the withdrawal period expires. I expressly consent to this early start.

Requested early start date

5.2 Payment for services supplied

If I subsequently withdraw, I may owe a time-based proportionate payment for services already supplied, subject to statutory conditions. The calculation is set out in section 2.10. No higher single-session prices or additional full retention of the joining fee apply.

5.3 Acknowledgement of possible expiry

- ☐ I understand that, subject to statutory conditions, my right of withdrawal expires early once the agreed service has been fully performed. Merely starting training or attending individual sessions is not sufficient.

5.4 Voluntary choice and recording

Without this declaration, paid services start no earlier than expiry of the withdrawal period. The service start and total price must be entered accordingly in the contract particulars.

Place and date

Separate signature of the contracting party

Online, these declarations are made using separate, unticked fields, recorded with their content and time, and supplied with the contract confirmation.