



MARTIAL ARTS INDUSTRY ASSOCIATION

CODE OF PRACTICE

FOR

MARTIAL ARTS CENTRES

AND

MARTIAL ARTS INSTRUCTORS

**DEVELOPED WITH THE ASSISTANCE OF THE
NSW GOVERNMENT
DEPARTMENT OF SPORT AND RECREATION**

MARTIAL ARTS INDUSTRY ASSOCIATION
CODE OF PRACTICE FOR MARTIAL ARTS CENTRES
AND MARTIAL ARTS INSTRUCTORS

PART 1-INTRODUCTION

OBJECTIVES

The objectives of the Martial Arts Industry Association Code of Practice are: -

- 1.1 To provide a high value service which will enhance consumer confidence and improve the long-term viability of the signatory martial arts centres and instructors.
- 1.2 To set a standard of business practice that protects the consumer financially.
- 1.3 To set a standard of service that protects the health and well-being of the consumer.
- 1.4 To establish a minimum accepted standard for the Accreditation and Qualification of martial arts instructors
- 1.5 To establish procedures to resolve complaints, and to establish a disciplinary process for defaulting signatories.
- 1.6 To ensure that member organisations and accredited instructors do not make false and misleading claims or present false and misleading information regarding their services and qualifications.

APPLICATION OF CODE

2. This code applies to Martial Arts Industry Association Members and Accredited Instructors (as defined in accordance with the constitution of the Martial Arts Industry Association) who are signatories to the Code.

INTERPRETATION

3. In this Code, unless the contrary intention appears: -

‘NCAS’ means the National Coaching Accreditation Scheme as administered by the Australian Coaching Council and the recognised National Sporting Associations for the martial arts.

‘NSO’ means a National Sporting Association officially recognised by the Australian Sports Commission.

‘NMAS’ means the National Martial Arts Instructor Accreditation Scheme as administered by the Martial Arts Industry Association Limited (MAIA).

‘MAIA’ means the Martial Arts Industry Association Limited. – The Peak Industry Body for Martial Arts in Australia.

'MAC' means Martial Arts Centre and is an establishment that provides a martial arts instruction service including full time wholly owned or leased premises and temporary premises such as rented community centres or halls.

"casual" means a consumer who has not entered a membership agreement with a supplier and who pays that supplier for the provision of a specified service each time he or she uses a MAC;

"Code" means this MAIA Code of Practice for MAC's;

"consumer" means a person who is supplied with a martial arts/self defence instructional service and includes a person who is making inquiries with a MAC preparatory to deciding whether to enter a membership agreement;

"cooling-off period" means the period referred to in Clause 22 during which a consumer may terminate his or her membership;

"dispute" means an expression of discontent from a consumer where the consumer perceives there has been a departure from the Code of Practice;

"supplier" means a Martial Arts Centre, including its employees, directors or agents, or facility at which martial arts training services are provided, or other party who qualifies to be a Member of the Martial Arts Industry Association as defined by the constitution of the Martial Arts Industry Association

"training equipment," means apparatus used in the provision of martial arts instructional services;

"membership agreement" means an agreement referred to in Clause 13 between a supplier, consumer and any other party to the agreement for membership of a MAC for a specified period;

"personal information" means information about an individual whose identity is apparent, or can be reasonably ascertained, from the information;

"standard cost" means the cost which is normally charged by a supplier for a service and does not include any discount offered by a supplier on any service.

PART II - SUPPLIER'S OBLIGATIONS - THE CODE OF PRACTICE

4. A supplier must not use misleading or false advertising or marketing practices, which may include, but is not limited to, false or misleading representations concerning the price of goods or services, false representations that goods or services have benefits they do not have; false or misleading representations concerning the need for goods or services.
5. A supplier must ensure that sufficient information is available to enable a consumer to make an informed decision in relation to membership of a MAC or the provision martial arts instruction services, and in particular must: -
 - (a) ensure that all promotional material is truthful, accurate and unambiguous;
 - (b) ensure that promotional material does not encourage unrealistic expectations about the outcomes attainable from martial arts instructional services or the facilities and equipment provided;
 - (c) not make misleading or false comparisons with programs provided by competitors;
 - (d) allow prospective consumers to inspect the premises without any obligations to purchase a membership;
 - (e) make available for perusal a copy of this Code; and
 - (f) ensure that employees and agents act in an ethical and professional manner and do not use unreasonable sales methods to sell memberships, e.g., harassment or coercion.
6. A supplier must give a copy of the proposed membership agreement to any prospective member if requested and a copy of the signed membership agreement to the member. A supplier must also display its current Certificate of Accreditation.
7. A supplier must ensure that an employee or agent who provides a martial arts instructional service is either NCAS or NMAS accredited. For the avoidance of doubt only NMAS and NCAS Accreditation are recognised. Qualifications issued by Registered Training Organisations (RTO) do not constitute Accreditation.
8. A supplier must ensure that there is available at all times during which martial arts instructional services are provided at a MAC, an appropriately accredited person, in accordance with clause 7.
9. A supplier must ensure that services offered under membership agreement are ordinarily available to consumers.
10. A supplier must maintain and provide evidence of adequate public liability insurance and professional indemnity insurance based on accepted industry standards.
11. A supplier must ensure that all employees are totally conversant with the terms of this Code.

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12. A supplier must not disclose to any person any personal information acquired by him or her from a consumer unless authorised. in writing, by the consumer.

MEMBERSHIP AGREEMENTS.

(Clauses 13 to 29 pertain to MAC that offers Membership Agreements that contracts the consumer to set amount of lessons for a set period of time)

13. The membership agreement shall list the services being offered and the price for such services including, where applicable:
 - (a) the joining fee;
 - (b) the fee for each lesson;
 - (c) the amount payable, frequency of payments and minimum term applicable to the agreement.
 - (d) the fee for each grading
 - (f) any other fees payable, or that may be payable, under the membership agreement; and
 - (g) any early cancellation fee and circumstances under which those fees are payable.
14. A supplier shall not describe a service or membership, or part of membership, as free or discounted if the service or membership is increased in price, decreased in quality or restricted in any manner as a result of the offer.
15. All consumers both new and renewing will be given the option of entering into a monthly billing agreement.
16. A supplier will ensure that the monthly membership rate will have a reasonable proportional relationship to any term or annual membership offered and will not be so excessive as to discourage consumers from entering into a monthly billing option.
17. A supplier shall not enter into a membership agreement or accept payment from a consumer if there are reasonable grounds of which the supplier is aware, or ought reasonably to be aware, for believing that the services under the membership agreement cannot be provided.
18. Where the monthly billing agreement has a minimum term the obligations of the consumer and the supplier must be clearly stated.
19. Notice of the offer of a monthly billing agreement must be given in bold 14pt type and prominently displayed in the body of the membership agreement and shall be in the following form: *I acknowledge that I have been given the option of choosing a membership based on a monthly billing agreement.*

20. A supplier shall ensure that a membership agreement: -
- (a) states the name and address of the parties to the agreement including Australian Company Number (ACN) for corporations;
 - (b) sets out clearly and unambiguously the rights and responsibilities of the supplier and the consumer;
 - (c) states that an agreement is subject to a cooling off period in accordance with Clause 22; and
 - (d) discloses the full price of the services being offered in accordance with Clause 13, and
 - (e) sets out any rules of the martial arts centre that apply to the member.
21. A supplier shall not enter a membership agreement with a consumer unless the agreement is in writing and is signed by the consumer.

COOLING OFF PERIOD

22. Where a consumer enters into a membership for a period of 3 months or more, there is a 7 day cooling off begins on the date the contract is signed, during which the consumer may terminate the membership. The cooling off period does not apply where a contract is renewed.
23. A consumer who terminates a membership during the cooling off period shall give the notice to the supplier, in writing, including evidence of membership.
24. Where a supplier has provided services to a consumer before the consumer terminates the membership, the supplier may deduct from the amount refunded the standard cost of any service provided including a reasonable administration charge.
25. A supplier must pay a refund due to a consumer on termination of the membership under Clause 23 within 7 days of receiving notice of termination of the membership.

REFUNDS OR MEMBERSHIP DEFERMENT DUE TO SICKNESS OR PHYSICAL INCAPACITY

26. Where a consumer is unable, by reason of permanent physical incapacity verifiable by a medical certificate, to avail himself or herself of the services provided under his or her membership agreement, that consumer is entitled to receive a refund for the unused portion of the membership agreement.
27. Where a consumer is unable, by reason of temporary physical incapacity verifiable by a medical certificate, to avail himself or herself of the services provided under his or her membership agreement, that consumer is entitled to defer the balance of the period of the membership agreement to a period agreed with the supplier.
28. Where a consumer is to receive a refund under Clause 26, a supplier may deduct from the amount refunded the standard cost of any service provided including a reasonable administration charge.
29. Where a consumer is to receive a refund under Clause 26 a supplier must pay the refund due to the consumer within 7 days.

JOINING FORMS

(clauses 30 and 31 pertain to consumers who join MAC under the 'joining form' system)

30. Before signing a 'joining form' the supplier shall provide the consumer with written advise of:
 - (a) the joining fee;
 - (b) the fee for each lesson;
 - (c) the fee for each grading
 - (d) any other fees payable
 - (e) any early cancellation fee and circumstances under which those fees are payable.
31. The joining form shall advise the consumer of the potential dangers and risks associated with the practice of martial arts.

CONSUMER TO COMPLETE PRE-INSTRUCTION QUESTIONNAIRE

32. A supplier must not provide a martial arts instruction service to a casual visitor or enter a membership agreement with a consumer unless the consumer completes a questionnaire, provided by the supplier, in relation to the consumer's risk in participating in a martial arts instruction service and that questionnaire is assessed by an appropriately trained person.
33. Where answers to a questionnaire indicate that a consumer may be at risk from participating in a particular martial arts instruction service, the supplier must not supply any martial arts instruction service to the consumer unless the consumer states that they have received advice from a medical practitioner or any appropriate health professional to the effect that the consumer is, in the opinion of the practitioner or the health professional, not at risk from participating in the proposed martial arts instruction service.
34. Where a MAC receives evidence that the consumer may be at risk from participating in an instruction activity under Clause 32, a supplier must not provide a martial arts instruction service until an appropriately qualified person has provided advice to the consumer in relation to an appropriate martial arts instruction program.

STANDARD OF MARTIAL ARTS CENTRE

35. A supplier must ensure that all wet areas are cleaned frequently and regularly in order to maintain a high standard of cleanliness and comply with all relevant occupational health and safety regulations.
36. A supplier must provide a fully equipped first aid kit located in a prominent, easily accessible position, and ensure that all staff members know its location.
37. A supplier must ensure that all equipment: -
 - (a) is mechanically sound, and is installed and operating in accordance with the manufacturers instructions and standards; and
 - (b) is serviced as required to ensure continued user safety.
38.
 - (a) A supplier must ensure that instructors who advise consumers how to operate the equipment must themselves be adequately trained as to the equipment's operation.
 - (b) All instructors will ensure that all consumers (students) who are provided training equipment will be appropriately guided in the correct and safe usage of said equipment.
39. A supplier must ensure that all training areas contain adequate safe working space and that user numbers do not hinder safe and effective use of the training equipment.

QUALIFICATIONS OF STAFF

40. (a) A supplier must not represent to a consumer that a person who is to provide a martial arts instruction program is qualified to provide that service if the person is not so qualified.
- (b) An instructor may not advertise, represent or imply to a consumer that:
- i) he or she is of a rank, grade or accreditation standard that is not legitimately held by said instructor. Under this section of the Code and for the avoidance of doubt it will be considered a breach of this Code if an accredited instructor advertises, promotes or implies that he/she has an accreditation that is not actually held, for example if an instructor was accredited as a 'martial arts instructor' by the MAIA and yet advertise that he/she was an accredited karate instructor. It would similarly be a breach of this Code for an instructor whose accreditation has lapsed, expired or been cancelled to advertise, promote or imply that he/she is an accredited instructor.
 - ii) he or she has won a competition or a championship title that it not legitimately held by said instructor.
 - iii) he or she has had a training or learning experience greater than that which has actually been gained by the instructor.
 - iv) he or she has studied/trained with an instructor when said studies/training did not occur
- (c) Instructors may not advertise or promote themselves by describing themselves in a way that cannot be substantiated or qualified and that may mislead a consumer as to the real level of an instructor's ability or competence. For example to promote yourself as 'the best martial arts teacher in Australia' or 'Australia's leading martial arts expert' would be terms that would be in breach of the Code and must be avoided.
- (d) An instructor may not advertise or use the titles of 'Doctor' or 'Professor' unless said titles have been granted by a recognised Australian Tertiary Institution or by an overseas Tertiary Institution whose standards are recognized by an Australian University Board. It is the intent of this provision to prevent instructors from using titles/tertiary qualifications gained from bogus overseas institutions who sell 'degrees', such titles so gained can then be used to falsely enhance the public perception of the qualification of the instructor.
- (e) When claiming an employment history as part of an advertisement/internet/self promotion program the instructor must specify the nature of the employment in a precise and exact manner if the instructor seeks to present a benefit to the consumer from said employment. For example to state "member of Australian Armed Forces for eight years and so is fully conversant with combat" would be unacceptable if the instructor may have worked as a dispatch officer, stores clerk or telephone operator during his/her time with the armed forces and so the conclusion drawn regarding "fully conversant with combat" is false and misleading. Accordingly the employment history so claimed must be fully clarified and claims attributed to that employment must be verified.

(f) Any claims regarding qualifications, awards certificates, from non martial arts related activities, must also be verified by certificate or written confirmation form an official source.

(g) An instructor wishing to claim a qualification, rank or teaching experience that cannot be verified by either certificate or official letter shall first apply to the MAIA for consent to make such claims before said claims can be made in any advertising, promotion, website etc. The MAIA shall investigate such claims before providing or withholding consent.

41. A person who is gaining experience to become an accredited instructor must be supervised by a person who is qualified to provide the service at the appropriate level. Consumers must be advised that a trainee is providing services.
42. (a) A person is qualified to provide a martial arts instruction service if the person is currently accredited under either the NCAS or NMAS.
(b) Said qualified person shall, at all times, be bound by the 'Instructor' Code of Ethics'.
43. A supplier must ensure that during all hours of opening there is an accredited instructor on the MAC premises.

PART 111-ADMINISTRATION

44. This Code will be administered by the MAIA. The Director of Member Services will appoint a Code Administration Committee (CAC). The committee will be made up of:
 - (a) Industry representatives. Three (3) persons who are members of MAIA and who are signatories to the Code, including the Director of Member Services;
 - (b) An elected representative of the retail martial arts equipment supply sector of the industry appropriate.

The Chairperson will be elected from one of the industry representatives.

REVIEW AND EVALUATION OF THE CODE

45. The CAC will meet every quarter to administer and review the Code. A special meeting of the CAC may be called by any three-committee members (with one weeks notice required to all committee members).

ANNUAL REPORTING

46. The CAC will produce a report to MAIA that includes:
- (a) the number of accredited instructors, including newly accredited instructors and instructors whose accreditation has lapsed or been cancelled
 - (b) the number of complaints received, their nature and resolution;
 - (c) sanctions imposed; and
 - (d) an executive summary on the operation of the Code.
47. The CAC will be responsible for:
- (a) assessing the ongoing eligibility of Signatories to the Code and reporting to MAIA if action is required;
 - (b) monitoring compliance of the Code;
 - (c) reporting non-compliance and actions to MAIA;
 - (d) advising MAIA on the response required to consumer complaints against code signatories;
 - (e) advising MAIA regarding imposing sanctions for non-compliance with the Code; and
 - (f) collecting data on the operation of the Code for the preparation of an annual report.

PROMOTION OF THE CODE

48. MAIA is responsible for the promotion for the Code

SANCTIONS

49. Where a breach of the Code has been determined, MAIA will seek corrective action to be taken by the Signatory concerned. Such action is not limited to but might include a requirement for:
- (a) advertising to be amended or withdrawn;
 - (b) corrective advertising to be placed;
 - (c) corrective mailing to clients concerned;
 - (d) literature or stationary to be amended or withdrawn; and
 - (e) all/any equipment, facilities or services to meet the standards in the Code.

50. MAIA may, at its own discretion, issue warnings or censures to non-complying Code Signatories.
51.
 - (a) If corrective action is not taken within the time allocated in accordance with the specific MAIA directions, the CAC may recommend that MAIA suspend the Signatory's membership for a specific time period, or, in the event of continued non-compliance, the CAC may recommend that the Signatory may be expelled.
 - (b) In the case of individual instructor breaches of the code the CAC may recommend the suspending or canceling of said instructors accreditation.
 - (c) Where a breach of this Code has occurred the MAIA may publicise the outcome and penalty via its website and by direct communication to its members.
52. Where the CAC recommends expulsion, it must make a report of the Signatory's conduct to MAIA and allow the Signatory to make an appeal for continued participation. A decision by MAIA will be final. Following suspension or expulsion, the Signatory must not claim Signatory status in internal and external advertising and immediately remove Code signage, and, immediately withdraw and cease using all literature and stationery referring to the Code.

COMPLAINTS RESOLUTION

53. The CAC will endeavor to resolve all issues that come before it. Only written complaints from consumers will be acted upon. The MAIA, having been made aware of a possible or likely breach of this Code, may initiate its own complaint against a Member or Instructor.
54. Any complaints resolution process will observe the principles of natural justice.
55. In investigating a complaint, a CAC may request that a supplier provide copies of relevant documentation. A supplier must comply with such a request. The documentation will be treated as confidential and not be reproduced or distributed without the permission of the supplier. In investigating a complaint, a CAC may request that a supplier allow it access to the supplier's MAC. A supplier must comply with such a request. CAC will give reasonable notice to the supplier of the required access. This clause does not prohibit the MAIA from publically or privately referring to such documents and such information that may or may not be contained therein.
56. A member of a CAC will not take part in the resolution of a complaint where doing so would mean that member has a conflict of interest or apparent conflict of interest.

COMPLAINTS RESOLUTION PROCEDURE

57. A supplier will make every reasonable effort to resolve quickly and fairly any complaint made by a consumer.
58. Where a complaint is made the person receiving the complaint will:
 - (a) provide the complainant with written feedback within 10 days of receiving the complaint regarding the result of action taken by the supplier to resolve the complaint.

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- (b) if it is not possible to resolve the complaint within 10 days, provide written acknowledgment of the receipt of the complaint within 7 days and specify the time frame within which the complainant will receive feedback regarding the result of action taken by the supplier to resolve the complaint.
59. The supplier will ensure that all staff employed are familiar with the MAC's complaints resolution policies and procedures.
 60. The supplier will collect relevant data relating to the complaints it receives from consumers. The nature of this data will be determined by MAIA. MAIA may request a supplier provide it with the complaints data it has collected. A supplier must comply with such a request.
 61. Where a complaint cannot be resolved between the supplier and consumer, the supplier must advise the consumer of the consumer's right to refer the complaint to the CAC. Either party can refer the complaint to the CAC.
 62. Where a complaint is referred to the CAC, it, as soon as practicable after the referral, hear the complaint and notify the parties in writing of the determination.
 63. Where the CAC determines that a supplier has breached the Code, the CAC must bring this breach to the attention of MAIA with recommendations as to which appropriate sanctions to apply.
 64. Where a member resigns or attempts to resign as a member of the MAIA at the commencement of an enquiry or during the course of an enquiry or after receiving a request for information the enquiry will proceed with said resignation being noted in the final Report to members. A member who so resigns will still be provided with a copy of the final Report.

PROHIBITED EMPLOYMENT

65. It will be a serious breach of the Code for any instructor that has been convicted of a 'serious sex offence' to be employed to instruct children. Under the Code any instructor so convicted is prohibited from teaching children.
66. For the purposes of section 64 a child is defined as someone under the age of eighteen years.
67. For the purposes of section 64 employment is defined as any engagement of the instructor either paid or unpaid by self or others that would involve the instructor in having contact with children.
68. For the purposes of section 64 a 'serious sex offence' is defined as "any offence involving sexual activity or acts of indecency committed against a child or any offence involving sexual activity or acts of indecency committed against a person over the age of eighteen that was punishable by penal servitude or imprisonment for 12 months or more.
69. All instructors who are bound by the Code will obtain a Child Protection Clearance appropriate to their State or Territory of residence.

DOOR-TO-DOOR SELLING

70. It will be deemed a breach of the Code for any signatory to the Code or the employee or agent of any signatory to the Code to sell or attempt to sell their services as a martial arts/self defense teacher/instructor/supplier by means of improper 'door to door' selling.
71. For the purpose of the application of clause 69 of the Code 'improper door to door' selling is defined as "any door to door selling technique that includes:
- (a) an offer of a 'free gift' followed by a sale offer
 - (b) the seller presenting themselves as a researcher or survey conductor and then following up with a sales pitch
 - (c) the seller preying on the emotions and fears of a person to force a sale
 - (d) the seller presenting unrealistic benefits of their product or service
 - (e) any sales technique that is designed to coerce, frighten, intimidate or manipulate a person in to buying a product or service
72. Any signatory to the Code or the employee or agent of any signatory to the Code when selling or attempting to sell their services as a martial arts/self defense teacher/instructor/supplier by means of 'door to door' selling must provide to the prospective buyer:
- (a) a copy of any written sales agreement
 - (b) a statement advising the prospective buyer of his/her rights to cancel the contract
 - (c) a separate cancellation notice for the prospective buyer to return if he/she decides to cancel

