



2 HEALTH AND SAFETY POLICY

2.1 POLICY GUIDELINES

The purpose of this document is to establish guidelines for the areas of responsibility, procedures and plans that ensure Martial Art is undertaken in a safe and responsible manner.

It is for use by all of KMAA members including instructors and students who partake in or have a responsibility for Martial Art within KMAA.

Failure by affiliated organisations (including other martial arts school, venues, instructors, students & clubs with whom KMAA. are participating in activities with) to comply with these standards and practises may be construed as negligence.

2.1.1 Duty of Care and Negligence

Duty of care is a legal obligation imposed on an individual requiring that they exercise a reasonable standard of care while performing any acts that could foreseeable harm others

Negligence is a form of legal action which, in essence, amounts to a failure to take reasonable care. It is necessary to show that the situation was one where the common law of negligence imposed a duty, that duty was broken, and that damage was caused by the breach of duty.

2.1.2 How It Affects You

Each of us owes a 'duty of care' to our 'neighbours', not to cause them injury by our negligent acts and omissions.

In order to satisfy that duty of care you must behave as a 'reasonable person' would. However your specific skills, knowledge and experience will be taken into account. For example, a reasonable non-medically qualified individual might be forgiven a medical mistake, which a qualified paramedic would be expected not to make.

Your neighbours are those people whom might be injured by your negligent acts and omissions.

For example: - Martial Arts Health and Safety

1. When performing Martial Art at any club venue you would include:
 - a. Any persons performing that Martial Art with you
 - b. Referees or other officials
 - c. Spectators
 - d. Other persons performing Martial Arts in the vicinity
2. Anyone for whom you have accepted responsibility.

The duty of care requires you to consider the consequences of your acts and omissions and to ensure that those acts and/or omissions do not give rise to a foreseeable risk of injury to any other person.

In short, all of us owe a duty not to injure other people through our negligent acts and omissions. It is an individual duty which each of us owes all of the time to our neighbours.



2.1.3 How Being an Instructor of a Club or Other Activity Affects Your Duty of Care

As a group leader you have accepted the responsibility of leading others. You owe them a duty to ensure that they are not exposed to an unreasonable foreseeable risk of injury as far as you reasonably can.

It should be noted that on any outing where a group leader has not been appointed, the most experienced and/or qualified person there must intervene and at least advise if a foreseeable risk of injury arises.

2.1.4 How Accepting Office in a Club Affects Your Duty of Care

If you accept a position of responsibility, you are likely to agree to carry out certain functions which may affect the safety of those both inside and outside the club. You are in a position of responsibility and you must fulfil your duties to the best of your ability without negligence. That is, you must not create an unacceptable foreseeable risk of injury and you must take reasonable steps to deal with any reasonable foreseeable risk of injury, which exists or arises.

For example: If you are in the position of looking after and using equipment (e.g. judo mats) you must ensure that inspections are carried out at prescribed intervals to ensure equipment is safe. (I.e. it doesn't contain rips that could cause an accident).

All clubs must be adhered to the following statements about safety, at all times:

- The club will follow all guidelines laid down by the KMAA., and the Health and Safety Executive Recommendations
- The club will complete generic risk assessments annually, and consider the risks for all activities.
- For extra events (e.g. external seminars, activities outside normal club locations) separate risk assessments will be carried out.
- The club will inform KMAA of all accidents and incidents using an accident/incident report form by the end of the next working day.

2.2 RISK ASSESSMENTS

Risk assessments form an important part of Martial Arts activities, minimising the risks to all participants.

A generic risk assessment has been produced, covering activities performed at all venues. These can be found in the 'H&S Risk Assessment' Appendix.

Each club will review the generic risk assessment and add to it any specific risks associated with their venue or other activities under-taken.

There may also be times when additional risk assessments need to be undertaken for certain activities/events. These will be undertaken on an ad-hoc basis.

Risk assessments must be reviewed at least annually

2.3 ACCIDENT/INCIDENT REPORTING AND PROCEDURES

Any accident occurring at KMAA events should be recorded on the Accident/Incident pro-forma (Appendix C) and informed to the H&S Officer as soon as practical. The completed form should be submitted to the H&S Officer, who will collate information on accident frequency and type. This information shall be reviewed annually in an attempt to reduce accident frequency rates.



Completed Accident Forms should be sent to:

Garry Strange
20 Burdock Close
Burghfield Common
Reading
RG73YY

Or scanned and emailed to reading_club@kyushindo.info

2.3.1 Guidance on when an accident is recorded:

The following occasions shall require an accident form to be completed

- any accident that requires first aid (applying plasters, compress etc)
- any issue that requires someone to sit out for more than 10mins (feeling dizzy, cramp....)
- any incident where a child has been knocked/bumped etc during training and they cry
- any incident where the following session an individual says they went home afterwards and found they were injured in some way
- any incident where advise to visit doctor, A&E etc is given

2.4 FIRE PREVENTION & DETECTION

All Instructors are required to read and adhere to the emergency fire evacuation procedures within each club venue.

A periodic fire drill shall be carried out at each venue.

2.5 FIRST AID PROVISION

All Instructors are required to undertake first aid training.

All club venues shall have a first aid box. If none is available the Instructor shall provide one.

2.6 TRAINING AND COACHING

Within the KMAA there are specific guidelines to both the requirements and monitoring of Martial Arts Instructors. It ensures that instructors not only have the correct competency to train their organisations members but also abide by set insurance and safety standards set by the KMAA.

As a minimum all Instructors and senior grades (brown belts and above) shall attend 3 sessions each year where H&S issues are discussed.

2.7 CODES OF PRACTICE

Codes of Practice identify best practises within each Martial Art. They form an important part of Martial Art activities to ensure all members are acting in an appropriate manner at all times whilst undertaking their chosen activity.

These are listed in Appendix A of this document



2.8 EQUIPMENT.

KMAA are not responsible for any personnel equipment and this is under the due care of the student. Equipment provided by KMAA will be regularly inspected for damage and replaced as necessary.

KMAA strongly recommends that juniors use protective hand guards when training with strike pads. These can be purchased through the club instructors or from any reputable martial arts equipment suppliers.

During sparring training protective hand, foot, head and body protection shall not be worn unless to protect a prior injury. KMAA believe that equipment of this nature provides a false sense of protection and can ultimately lead to an increased risk of injury. During these sessions it is recognised that accidental strikes may occur and as such the use of gum shields should be considered by each individual.

Damage to equipment provided by host venues will be reported to them as soon as practical.

KMAA does not condone misuse of any safety equipment provided within training venues, such as fire extinguishers etc, any individual found wilfully damaging such equipment will be barred from the organisation.

2.9 INSURANCE

KMAA purchases annual Public Liability Insurance for all Instructors through Martin's Martial Arts. The cover is on a 'claims occurrence basis' rather than a 'claims made basis'. The insurance does not cover individual students, but rather the instructor should they be 'sued' over someone being injured whilst under their supervision. Therefore individuals wishing to partake in 'trial' lessons before taking out membership are covered. This period should be kept to a minimum, and membership must be purchased before undertaking gradings.

Membership fees are due from all instructors and students annually to ensure insurance cover is maintained. Senior Instructors can consider waiving, deferring or reducing the fee due to specific individual circumstances (e.g. hardship, multiple family memberships etc). For the current reporting period all membership fees, whether adult or junior is set at £20 per person.