



## CHELTENHAM & GLOUCESTER GYMNASTICS CLUB MEMBERSHIP TERMS & CONDITIONS

By registering for classes at Cheltenham & Gloucester Gymnastics Club you are also confirming for the participant (whether that be for a child or yourself) that you agree to our terms and conditions. Please read through this document carefully.

The **Club**: We are Cheltenham & Gloucester Gymnastics Club Ltd, a private company registered in England, company number 12542562, VAT registration number 378 1553 69, address Cheltenham & Gloucester Gymnastics Club, Unit 5, Chancel Close, Gloucester, GL4 3SN ("**we**", "**us**", "**our**" and "**club**").

These terms and conditions (the "**terms**"), our club rules and our online policies set out the rules and agreement between us, you should read them carefully prior to any purchases and or enrolments.

LoveAdmin: LoveAdmin is the online booking and payment system required to pay for class fees. Members pre-authorise future payments so each time money becomes due, it gets automatically collected from the members debit account.

No participation is permitted without an account being created and account holders **must** pre-authorise transactions when they become a full member. These terms and conditions apply to all quotations, offers and sales made by Cheltenham & Gloucester Gymnastics Club.

### 1. THE CONTRACT

- 1.1. The contract shall only be formed when you sign up to become a member of Cheltenham & Gloucester Gymnastics Club. By registration for classes with us you, as the parent or legal guardian of the Gymnast ("**you**" or "**your**") are doing so based on these terms.
- 1.2. These terms and conditions may vary from time to time as required by legislation and to meet the needs of the business. Such legislation demands are compulsory on the Company and will be deemed to take effect.

### 2. CGGC FULL MEMBERSHIP (ADMIN FEE)

- 2.1. The club Full Membership ("**admin fee**") is only required for members who are enrolled on a weekly basis during term time. Those who only attend holiday camps are not required to pay the Admin Fee.
- 2.2. Admin Fees are due at the time of enrolment to the club at a cost of £20 per member. The Admin Fee will be taken upon registration via our payment partner LoveAdmin.
- 2.3. The Admin Fee is an annually recurring fee and is due on January 1<sup>st</sup> each year, regardless of when the initial membership is purchased.
- 2.4. Joining the club from July 1<sup>st</sup> in any given year entitles you to a 50% reduction for your first Admin Fee payment.
- 2.5. Once paid, the Admin Fee is non-refundable and will not be credited or refunded.
- 2.6. Participation in classes is not permitted without the Full Membership Admin Fee being paid and fully up to date.
- 2.7. If a member cancels their membership and later wishes to re-join the club, the Admin Fee shall be payable again regardless of the last payment date.
- 2.8. The club reserves the right to amend the admin fee and payment date, members will be notified in advance of any fee and payment date changes.
- 2.9. Injured members who have their accounts temporarily frozen (see 11. Non-Attendance of Weekly Classes Due To An Injury) are still required to pay the Club's Yearly Membership Admin Fee, regardless of the time/duration of absence.



2.10. Memberships may not be transferred between individuals. Payment in full is required for each and every member of our club.

### 3. BRITISH GYMNASTICS MEMBERSHIP

- 3.1. After a trial session, all members are required to hold valid a British Gymnastics Participants Membership. The tier of membership required will vary depending on the members age and participation level and members must ensure they are on the correct tier of membership. The member must ensure that their insurance is in place and can be applied for at <https://www.british-gymnastics.org/renewal-options>
- 3.2. The club shall not be responsible for obtaining a Member's insurance and shall not make applications on behalf of a member. Renewal of insurance must be completed by September each year, regardless of when initial insurance is purchased.
- 3.3. The cost of British Gymnastics' membership may vary in accordance with British Gymnastics' own policies, and the club shall not be held liable for any increases in the insurance fees.
- 3.4. Membership and participation in classes shall not be permitted without the required insurance being in place and evidence provided to the club.

### 4. CLASS FEES

- 4.1. When booking onto a class, members will be shown a list of classes relevant to their child's age and the appropriate monthly fee will be displayed.
- 4.2. Our fees are taken on a rolling monthly basis and you will remain in the programme until you tell us you no longer wish to be there. You **must** pre-authorise the Direct Debit agreement on your LoveAdmin account when you join as a full member, this allows us to collect fees when they are due. Cancelling pre-authorisation will cause payments to fail and may result in a late payment charge (see 10. Late Payment Penalty).
- 4.3. Classes run for 40 weeks of the year, in line with Gloucestershire school term dates. Fees are calculated on an annual basis and split evenly over 12 months. Payment is due every month regardless of how many classes occur in each month.
- 4.4. The first payment will be requested on the day you decide to join us and will be calculated pro-rata based on the number of classes remaining in that month. You will then pay the monthly fee on the 21<sup>st</sup> of each month ("**payment date**") on a rolling basis. Payments are requested in advance of the month's classes, for example, payment on the 21<sup>st</sup> of April covers the cost of classes in May. Members may log into their LoveAdmin parent account for notification of charges that shall be deducted. Should the Payment Date fall on a weekend or a bank holiday, payment shall be processed on the next business day.
- 4.5. If there are any outstanding charges, the club will re-attempt to collect payment through LoveAdmin without any further notice to you.
- 4.6. A member cannot attend class without the required payment being received by us in advance of the class.
- 4.7. Should fees not be paid on time, Late Payment Penalty charges will be applied to your account. Failure to pay fees may result in your child losing their place in the class and being placed on a waiting list.
- 4.8. Class fees are not able to be credited/transferred or refunded under any circumstances.
- 4.9. The club reserves the right to amend the fees and payment date, members will be notified in advance of any fee and payment date changes.
- 4.10. No refunds or credits will be given during forced government closure due to (but not limited to): Global Pandemics such as COVID 19. Where possible, the club will continue classes in an alternate manner (for example via video conferencing software i.e. Zoom). The club may allow for the transfer of fees taken, to be used against either holiday camps or open hours within a timeframe set whilst actively rolled into classes, at the discretion of the company.
- 4.11. Payment dates may vary if forced government closures occur, and notice of resuming classes are after the payment date.
- 4.12. Should any refunds be given at the discretion of the Club, our refund policy can take up to 30 days.



## 5. COMPETITION SQUADS

- 5.1. If a member is offered a place in one of our competition squads, they are expected to maintain the values of the club at all times, this includes but is not limited to the following:
  - 5.1.1. Competitive members agree that they will not compete on behalf or in association with any other gymnastics academy, club or school without express prior consent from the head coach.
  - 5.1.2. Competitive members are expected to attend all club and other invitational competitions set out by the head coach.
  - 5.1.3. Competitive members must honour the values of the club during all internal and external events.
  - 5.1.4. Competitive members must respect their teammates, coaches, competitors, judges and volunteers at all internal and external events.
  - 5.1.5. Competitive members must adhere to the code of conduct for gymnasts and act as role models to younger members of the club.
- 5.2. Squad members may be provided training/competition leotards by the Club. Any clothing provided is on a loan basis and must be returned to the club in good condition. Members may be charged for lost or damaged items beyond normal 'wear and tear'. Replacements may be provided at the discretion of the head coach. Parents may purchase additional leotards from the Club's LoveAdmin store.
- 5.3. All squad members are continually assessed and follow their own personal development plan. If a member is not progressing in line with their PDP, they may be asked to leave the competitive programme.
- 5.4. Failure to adhere to the above will result in disciplinary action and may lead to suspension or exclusion from the club.

## 6. CLASS DATES AND HOLIDAYS

- 6.1. The club's classes run for a total of 40 weeks throughout the year, in line with Gloucestershire's school term dates.
- 6.2. Inset days and bank holidays are considered part of the normal week and classes will continue as normal on those days.
- 6.3. If the club closes for holiday during term time, missed classes will be credited to the members account to be used within 90 days.
- 6.4. If a member wishes to take a holiday during term time, no credits or refunds will be given for missed classes.
- 6.5. The dates a member wishes to take as holiday must be communicated to us via email or telephone prior to the holiday taking place.

## 7. CLOTHING

- 7.1. Gymnasts in all classes (including, but not limited to, recreational, development squads and competition squads) must wear the club's uniform to train in. This is to identify our club members and minimise the risk of accident or injury due to inappropriate attire.
- 7.2. Uniform consists of the Club's leotard & scrunchie - for girls, leotard & shorts - for boys. This can be purchased from our LoveAdmin store and must be ordered within the first four weeks of classes.
- 7.3. For the first few weeks, or until your uniform arrives, and during any trial sessions, gymnasts must wear appropriate fitness clothing such as leotards, T-shirts, shorts, tracksuit bottoms or leggings. Jeans, zipped or buttoned clothing, skirts, dresses or loose-fitting items are not suitable to train in and jewellery must be removed. Hair must be tied up into a bun at all times (a lazy bun is acceptable).
- 7.4. Gymnasts are expected to work barefooted however may wear socks if required for medical reasons.
- 7.5. Members must also adhere to our code of dress policy which can be found on our website.

## 8. TRIAL SESSION



- 8.1. A prospective member may book only one trial session per discipline at the cost of £10. This is a one-time fee and needs to be paid at the time of booking.
- 8.2. Once paid, the trial session fee is non-refundable.
- 8.3. A prospective members place will be held for 24 hours after the trial session. If the member does not wish to sign up or hasn't contacted the club in that time, their place will be forfeited and offered to the next person on the waiting list.
- 8.4. A club membership is not required for a trial session, however, will need purchasing if the member wishes to enrol in the full membership.
- 8.5. A British Gymnastics membership is not required for a trial session, however, will need purchasing if the member wishes to enrol on a class.

## 9. CANCELLATION OF CLASSES

- 9.1. If you wish to cancel your class membership, you must inform reception by email at [cggcgymnastics@gmail.com](mailto:cggcgymnastics@gmail.com). Please do not give cancellation requests verbally either in person or via the telephone as we require all cancellation requests in writing.
- 9.2. If your cancellation request is received 14 or more days in advance of your next payment date, your direct payments will be cancelled, and the member can attend the remaining classes up until the end of the payment cycle. For example, if your next payment is due on the 21<sup>st</sup> of June and your cancellation request is received before or on the 7<sup>th</sup> June, you will not be charged on the 21<sup>st</sup> of June and the member can attend classes until the end of June.
- 9.3. If your cancellation request is received less than 14 days in advance of your payment date, you will still be charged for the next payment cycle. This will be the final payment on your account and the member can attend the remaining classes up until the end of the following payment cycle. For example, if your next payment is due on the 21<sup>st</sup> of June and your cancellation request is received after the 7<sup>th</sup> June, you will be charged on the 21<sup>st</sup> of June and the member can attend classes up until the end of July.
- 9.4. No refunds will be given once the monthly class membership payment is being processed and we will send you an email confirmation of your last class date.
- 9.5. Please note that on receiving cancellation notice, we will email you with any details of cancellation including any outstanding amounts to be paid. We will not process cancellation until all outstanding amounts are paid and, until all outstanding amounts are received, the contract shall continue in accordance with these terms, however, please note that attendance shall not be permitted following the leaving date.
- 9.6. Due to the nature of our monthly membership, please also note that a 2-month exclusion period occurs after you leave. Members wishing to return to classes will return to the waiting list and will be offered a space after one becomes available following this exclusion period.
- 9.7. If we need to cancel a class. The club reserves the absolute right to cancel classes, alter the times of classes, substitute services, teaching staff, or suspend a gymnast's training without prior notice. Under such circumstances an explanation will always be given – in writing, if requested – and we will endeavour to offer alternate classes which can include class fees becoming transferrable to use as credit for holiday camps. Please note that no refunds will be given at any time.

## 10. LATE PAYMENT PENALTY

- 10.1. If you have adequate funds in your account and pre-authorisation is set up correctly, fees will always transfer on time. Cancelling pre-authorisation leads to late payments and the following late payment penalty fees apply.
- 10.2. Fees which are more than 7 days late will result in a £10.00 late payment charge, however your space will remain secure for a further 7 days. Failure to pay within 14 days will result in your child's space being allocated to someone else on our waiting list. You will then join the waiting list and need to wait until a space becomes available.



## 11. NON-ATTENDANCE OF WEEKLY CLASSES DUE TO AN INJURY

11.1. Should a member who is enrolled into weekly classes be unable to participate due to an injury, please follow the process below:

11.1.1. Notify us straight away and provide us with written correspondence from a medical professional detailing the nature of the injury and expected recovery time.

11.1.2. Payments will be reduced to £5.00/month for the duration of time, as advised, in writing, by the medical professional for a maximum of 3 months.

11.1.3. Upon completion of the medically advised recovery time, the member will be allowed to resume classes. Before returning, you must notify us in writing of the member's intended date of return. A member may be able to return sooner than the expected recovery time providing a letter is obtained from a healthcare professional clearing the individual for gymnastics participation.

11.2. If a member returns part way through the monthly payment cycle, the first payment upon return shall be calculated pro-rata.

11.3. Where appropriate, the Head Coach may request a meeting with the returning gymnast to assess the recovery process and may offer reasonable adjustments to aid the long term recovery process.

11.4. Please note that section 11 is not applicable for holiday camps.

## 12. HOLIDAY CAMPS

12.1. Once paid for, payments in respect of holiday camps shall not be credited or refunded.

12.2. If we receive 48 hours' notice requesting a change of date for a holiday camp, an alternate date may be offered at our sole discretion.

## 13. GOODS THAT WE SELL

13.1. We sell third party goods online. We do not manufacture these goods and do not supply guarantees for these goods, but we do allow for returns subject to 13.2 below.

13.2. Returns: We will refund/exchange any item that you are not completely happy with when you return it to us in a saleable condition within 7 days of delivery of goods. In the interests of hygiene, we do not offer refunds/exchanges on leotards unless they are faulty.

13.3. Please note that any goods ordered by you which are personalised in any way or which cannot be resold due to hygiene reasons cannot be returned unless they are faulty and within 7 days of delivery of goods.

## 14. OUR RESPONSIBILITIES AND LIMITS OF LIABILITY

14.1. **Coaches:** We aim for consistency with coaches at all our classes. However, due to unforeseen circumstances that are out of control, it is not always possible to guarantee this. Therefore, it is important that we highlight coaches can and will change from time to time.

14.2. **Cancelled Classes:** Should a class be cancelled through an event beyond our control, such as floods, strikes, a problem with the building, then we will endeavour to offer alternate classes which can include class fees becoming transferrable to use as credit for holiday camps. Please note, cancelled classes will not be refunded.

14.3. **Discipline:** Gymnastics is a sport that requires a high level of safety to be involved. In order to meet our safety guidelines, a certain level of verbal discipline will need to be used with members, to minimise injuries and accidents to the best we can. You acknowledge this and agree that we may coach members accordingly.

14.4. **Physical Contact:** Supporting and shaping a member is an essential part of coaching gymnastics, in that it helps the gymnast understand shapes, movement patterns and complex skills, but also reduces the risk of injury due to fall or error in performance. Therefore, some physical contact will need to be used with gymnasts, to enable good practice. Physical contact will be appropriate and in accordance with British Gymnastics supporting techniques. You acknowledge this and agree that we may coach members accordingly.



- 14.5. **Personal Property:** The club will not be held responsible for any lost, damaged or stolen items in the facility where gymnastics is taking place. It is advisable for items of clothing to be clearly marked with the child's name and for students not to bring any items of value such as watches & mobile phones with them.
- 14.6. **Equality:** We aim to offer quality classes to all, and acknowledge it is illegal to discriminate on any basis. Where possible, we try to cater for special needs within our regular classes.
- 14.7. **Anti-Bullying:** The club adopts a strict anti-bullying policy which can be found on our website. We will not allow any student, parent/guardian or coach to be seen to be abusing this.

## 15. COMPLAINTS

- 15.1. Our complaints procedure can be found on our website. All complaints need to be submitted to [cggcgymnastics@gmail.com](mailto:cggcgymnastics@gmail.com).
- 15.2. We will confirm receipt of your complaint and will then forward your email to the necessary department who will conduct a full investigation into the matter for you and respond within 2 weeks.

## 16. DATA PROTECTION

- 16.1. We are the data controllers and take our responsibilities towards you and your child's personal information very seriously, we only hold data that we need for the purposes of providing and improving our services.
- 16.2. **How we will use your personal information.** We will use the personal information you provide to us in accordance with our privacy policy and, in summary:
- 16.2.1. To supply the services to you; and
- 16.2.2. If you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by changing your preferences or contacting us.
- 16.3. **We will only give your personal information to third parties where the law either requires or allows us to do so.**
- 16.4. For further guidance, please see the clubs Privacy Policy and GDPR which can be found on our website.

## 17. CONFIDENTIALITY

- 17.1. The Parent/Guardian agrees to keep the content of the clubs training programmes confidential and not to copy or use any aspect of the club's programme directly or indirectly. The Parent/Guardian agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with the club while the gymnast is a member.
- 17.2. The club shall not at any time disclose to any person any of your confidential information concerning except as permitted by 17.3.
- 17.3. Each party may disclose the other party's confidential information:
- 17.3.1. to its employees, officers, representatives or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement; and
- 17.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.4. Neither you nor the club shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 18. FORCE MAJEURE

- 18.1. The club shall not be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## 19. TERMINATION



19.1. A breach of the club's terms and conditions or any misconduct that affects membership, other members or any other person or body associated with the club, or the club's ability to perform its obligations under this contract not specifically mentioned herein may result to temporary or permanent suspension of a member or gymnast training with the club.

## 20. WAIVER

20.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 21. SEVERANCE

21.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

## 22. JURISDICTION

22.1. Each party irrevocably agrees that the law of England and Wales shall apply to our contract and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## 23. CHANGES TO THESE TERMS AND CONDITIONS

23.1. We may change, amend, add to, or delete any term or condition of this Agreement, including, but not limited to, the amount of any fees or charges at any time. If we make such a change, you agree that we may provide you with notice of the change by any reasonable method, such as via email or communication through LoveAdmin. The change will be effective upon the date of the notice unless otherwise provided.