



# Terms and Conditions

A policy for **parents/guardians** to follow at the club.

## Class Booking Conditions

There are 2 types of bookings at Invoke; subscription classes (enrolments) and ad-hoc bookings (appointments).

### Subscription Classes (Enrolments)

- a. Subscription classes are weekly commitment classes. The classes available to book online are called GymTots, GymTots Solo, GymTots Solo Plus, GymClub (each school year). These trials must be paid in advance of your child attending the club unless the club is offering free trials at that time.
- b. The club also has GymClub Plus and Competition squad classes; these trials are arranged on an invite only basis. All subscription classes run throughout the year with the exception of the following timeline:
- c. The club closes for 2 weeks over Easter, 2 weeks at the end of August, and 2 weeks over Christmas and New Year. Your fees will remain in equal instalments every month, regardless of the number of lessons attended in that month as your monthly fee is calculated on a pro-rata basis.
- d. For monthly subscription classes, payments are to be made on a monthly basis in advance via Stripe. With limited places at the club and high demand you need to ensure that payments are made on time. If you are late with a payment or if a payment fails, you will be advised by email that your payment has failed. Our system will automatically retry a payment in a few days time. It is your responsibility to communicate any payments made to the club.

In the event that your payment fails for a second time and we have not received payment for your Childs lessons you will receive a second email notifying you that your Childs membership is temporarily frozen. This is to prevent you from going into arrears. If you are having financial difficulties, please reach out to the club via email. If you have not responded to the club within 7 days of this email your Childs membership will be cancelled and their place offered to another gymnast. In doing this your club membership will become void, and your child will not be able to return to the club until any notice period balance is paid off. Communication of payment queries should always be done via email, and not to the coaching team.

- e. If you wish to cancel your monthly subscription, you can do so by requesting cancellation in-app. You are also able to email your cancellation notice to the

admin team via [info@invokegymnastics.co.uk](mailto:info@invokegymnastics.co.uk) (please do not cancel in person at the club). We require a 1 month notice period to terminate a membership to allow the club time to fill your Childs place at the club. This is essential due to the high running costs of a gymnastics club. The club will process your cancellation for you and ensure your notice period is honoured. Therefore there is nothing further to do. In the rare occasion that you have cancelled your membership outside of our policy and you have not paid your closing balance the following will happen:

- Your club member benefits will be revoked, and your child will not be permitted to re-join the club in the future until the balance is paid.
- The club may pass your debt onto a third party agency to regain lost funds.

Should you encounter any financial difficulties which may effect your ability to pay, please email the club on [info@invokegymnastics.co.uk](mailto:info@invokegymnastics.co.uk) and the club will review its options in supporting you.

f. If at any point the participant breaches our clubs terms, a temporary or permanent ban maybe enforced.

### **Ad-hoc classes (Appointments)**

f. For ad-hoc (pay as you go) classes, online booking secures your space. If you chose to cancel your space it must be done at least 48 hours in advance, otherwise you will still be charged for the booking. Cancellation must be done via the app or through your online booking. If you are having difficulties please email the club. If you are within 48 hours of cancellation you will still be charged for the lesson. Where possible, the club will move your

g. If a participant breaches any of the clubs codes of conducts, you will be notified by email, and a temporary or permanent ban maybe applied to your account.

## **2. Membership and Insurance**

a. After an initial paid trial lesson, if the parents/legal guardians enrol their child into one of our subscription classes, they must have membership of British Gymnastics – it is a condition of IGC that this is maintained for the duration of their child's participation in the classes. IGC has access to membership information at British Gymnastics. Instructions on how to get British Gymnastics membership can be found on our website or on request from a member of the coaching staff. If a participant in a subscription class does not have British Gymnastics membership and Insurance IGC has the right to not allow the participant to take part in lessons until it is in place.

After an initial paid trial lesson, if the parents/legal guardians enrol their child into one of our subscription classes, they must have club membership – it is a condition of IGC that this is maintained for the duration of their child's participation in the classes. The club membership is a non refundable payment, and is valid in your paid period unless you breach the class booking conditions.

### **3. Absences**

- a. Absence for medical purposes: If your child is unable to attend the club for medical reasons, and therefore cannot participate, please contact the club via email and a member of our team will discuss the best options with regards to freezing your Childs membership until they are able to continue training again. Please note, this is for long term illness only (4 weeks or more).
- b. Absence from sickness: Gymnasts must not attend classes until they have been symptom free for at least 48 hrs and in the case of diarrhoea you must not attend until all symptoms have cleared. If in doubt, please consult their doctor.
- c. Absence from lockdown: If your child cannot attend the club for a period lasting longer than 4 weeks due to a government or local authority lockdown, the club will initiate online classes instead.
- d. Absence for holidays: If your child is absent due to a holiday, school trip or other non medical reasons, we are unable to offer a refund or any credit for missed sessions.
- e. If the club cancels a session: In the unlikely event that the club will cancel your session, we will only do so in extreme circumstances such as extreme weather, extreme temperatures, power outages or safety concerns. The club will offer this session in the form of a credit and not a refund. The credit can be redeemed in the form of an award, a catch up lesson or a change to the club closure period.

### **4. Your Responsibilities**

It is Your responsibility to inform us of any changes in the Gymnast's condition from those given on the Registration Form as soon as you are aware of them in case it affects their safe participation in the Classes. The Coach's view as to whether participation can continue without further input from the Gymnast's doctor will be final.

- a. Gymnasts must at all times comply with the Gymnast's Code of Conduct of which can be found on our website and around the club. Gymnasts are expected to behave in a civilised manner towards the Coaches, other gymnasts and any members of the public who are in the vicinity. Gymnasts are expected to refrain from using foul language or inappropriate behaviour at all times.
- b. We may refuse entry or ask a Gymnast to leave the class in accordance with the Code of Conduct if it is felt that the Gymnast's behaviour is unacceptable and such decision will be final and without refund.
- c. Gymnasts must follow all procedures as advised to them either orally or via notices at the training venue. Please adhere to all instructions given to you by either the Coach or the venue. Please also adhere to any instructions regarding car parking and observe all speed limits.

- d. No mobile phones, personal audio equipment or any other distraction is permitted in the exercise area during classes. At all times the use of any photographic, video or audio recording device during the class is strictly forbidden on privacy and safeguarding grounds.
- e. Food and smoking are strictly forbidden in the venue buildings, but Gymnasts are encouraged to bring water (but no fizzy drinks please) to maintain hydration levels.
- f. Gymnasts should aim to arrive at least 5 minutes before classes start and no more than 15 minutes before the Class and leave no more than 15minutes after the Class to assist in reducing any waiting room congestion.
- g. Please ensure that you have read the parental code of conduct which is designed to ensure that your child gains the most benefit from their gymnastic sessions and that all gymnasts are safe during the classes. You will be liable for any damage caused to any property or facilities by your child.

## **5. Clothing**

- a. Gymnasts must wear appropriate fitness clothing or sports wear including t-shirts, shorts, tracksuit bottoms or leggings. Zips, jeans, buckles, dresses, skirts and tights are not permitted to be worn during the classes.
- b. Any hair clips or any other item that could fall off and cause injury must be removed.
- c. No outdoor footwear must be worn – Gymnasts should participate in bare feet (grip socks should be worn if they have a verruca).

## **6. Health and Safety**

- a. The Gymnast and parent/carer agrees to comply with all Health and Safety rules and requirements as defined by the management team at IGC at any time during the delivery of the Classes.
- b. Gymnasts must not enter the training area until the Coach is present and must inform the Coach if they are going to leave the training area before the end of the class even if only temporarily.
- c. Gymnasts must not attend classes if they have any contagious skin infections such as impetigo, any open wounds, ear infections, chicken pox, conjunctivitis, flu or a bad cold. If you have been sick, then you must not attend until you have been symptom free for at least 48 hrs and in the case of diarrhoea you must not attend for at least 2 weeks after all symptoms have cleared. If in doubt, please consult their doctor.

## **7. Dispute Resolution**

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between representatives of the parties, who

have authority to settle such disputes. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

## **8. Whole Agreement**

These Terms governing any contract established with the Gymnast's parent or legal guardian constitute the entire Agreement between IGC and you and supersede any and all prior terms whether written or oral. No modification to the Terms and Conditions or any claimed waiver shall be deemed to be valid unless in writing and signed by authorised representative of IGC.

## **9. Privacy Agreement**

IGC will use your data to use on our online register system. This allows us to contact you in emergencies such as accidents or incidents and send communications such as letters and email. The club will not share your data with any third parties and it is held exclusively in our online system. Your Childs name will be used in a folder to store their award scheme data. When printed or written parts of your data is used, the club will always destroy this properly before disposing of it.

On a day to day basis our club follows its own Policies and Procedures. The club also adopts the British Gymnastics Policies and Procedures for day to day running of the classes.