

# Invictus Gymnastics Club

**Aldermaston Recreational Society**

**Tadley, Reading, RG7 4PR**

**Tel: 07799036736**

**Email: [invictusgymnasticsclub@yahoo.com](mailto:invictusgymnasticsclub@yahoo.com)**

## Terms and Conditions

**The Contract** – by enrolling your child in gymnastics classes with Invictus Gymnastics Club you, as the parent or legal guardian of the Gymnast (“You” or “Your”) are doing so based on these Terms and conditions. The contract shall only be formed when you sign these terms and conditions.

**The Classes** – The Classes are gymnastic training classes in which you have agreed to participate.

**Class enrollment conditions** – Your child has an optional free taster session – please advise us if you wish to take advantage of this;

If parents/legal guardians wish to enroll their child into the classes, they must firstly have membership of British Gymnastics – it is a condition of this contract that this is maintained for the duration of their child’s participation in the classes. Invictus Gymnastics Club 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 Kelly Stacey.

Payments are to be made on a monthly or termly basis, in advance via bank transfer or cash. With limited places at the club and high demand you will 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.

**Insurance** – After the free taster session gymnasts MUST become Bronze Members of British Gymnastics in order to have insurance. The membership fee must be paid directly to British Gymnastics and you will be sent a link to register with them. It is a condition of this contract that your child must have insurance through British Gymnastics, and they will not be allowed to participate in the classes without it.

**Gymnast fails to attend classes** – If Your child becomes ill or injured and has been examined by a doctor who has confirmed, and has provided a note confirming, that the child requires more than a month off training in order to recover, then we will hold all fees for any month affected by this. If Your child fails to attend any classes for other non-medical reasons, then no refunds will be made.

### **Service Delivery –**

Although we shall try in all good faith to meet service delivery dates for the classes they are not guaranteed. Under no circumstances shall Invictus Gymnastics Club be liable for any damages or losses whatsoever arising from any delay in service performance. Liability shall be limited at Invictus Gymnastics Clubs’ sole discretion to;

- a) Delivering the Classes within a reasonable time;
  - b) Refunding the pro-rata price based on the quantity of Classes that are undelivered.
- ii. Service delivery shall be made at the delivery location specified at the time of enrollment.

## **Gymnast behavior and responsibilities –**

**It is Your responsibility to inform us of any changes in the Gymnast's condition from those given on the Information 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.**

Class Gymnasts must at all times comply with the Gymnast's Code of Conduct of which you can find on our website. Gymnasts are expected to behave in a civilized manner towards the Coach, other gymnasts and any members of the public who are in the vicinity. Gymnasts are expected to refrain from using foul language at all times;

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 behavior is unacceptable and such decision will be final and without refund.

Class 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 any venue. Please also adhere to any instructions regarding car parking and observe all speed limits.

No mobile phones, personal audio equipment or any other distraction is permitted in the sports hall 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.

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.

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 15 minutes after the Class to assist in reducing any waiting room congestion.

## **Clothing –**

Gymnasts must wear appropriate clothing including leotards or sportswear including T-shirts, shorts, tracksuit bottoms or leggings during the Classes – no jeans, zipped or buttoned clothing, skirts or dresses please. All jewelry must be removed, hair must be tied back from the face.

Any hairclips or any other item that could fall off and cause injury must be removed;

No outdoor footwear must be worn – Gymnasts should participate in bare feet.

**Parental responsibilities** – 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.

**Health and Safety** – The Gymnast agrees to comply with all Health and Safety rules and requirements as defined by Invictus Gymnastics Club at any time during the delivery of the Classes. Specifically:

Gymnasts must not enter the sports hall until the Coach is present and must inform the Coach if they are going to leave the sports hall before the end of the class even if only temporarily;

**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. If in doubt, please consult their doctor.**

## **Cancellation –**

**Cancellation by You:** You will enroll for a course of classes which is non-cancellable. If the Gymnast fails to attend a class, then that class will be lost without refund.

**Cancellation by Invictus Gymnastics Club:** If the due performance of the contract is subject to alteration or cancellation by Invictus Gymnastics Club owing to any cause beyond their reasonable control (including but not limited to sudden illness of the usual class Coach or close family members, injury, victim of crime) then Invictus Gymnastics Club may use another coach to hold the Classes. In the event that it proves difficult or impossible to find a suitable replacement coach who can offer the service at short notice then Invictus Gymnastics Club' liability shall be limited to a full refund of any fees received.

**Data Protection –** We aim to comply with the General Data Protection Regulation 2016 (GDPR) and the Data Protection Act 2018 in all respects including in the spirit of the need to treat all personal data with respect and to keep it safe. We will only collect and use personal data in the ways that are described in our Privacy Notice which is available on our website or upon request, and in a way that is consistent with our obligations and the data subject's rights under the law. You should note that the processing of any Special Category Data relating to the Gymnast's health that is collected from You by Invictus Gymnastics Club will require your explicit written consent without which we will not be able to process that data and it will be destroyed. You should ensure that You have explained to the Gymnast in a way that they can understand what data is being shared and why and You should be sure that they give their consent to this. Such consent can be withdrawn at any time and you will be advised on this at the time of giving consent.

**Waiver –** no waiver, by either party, whether implied or express, of any particular provision of these Terms, or of any breach or default of either party, shall constitute either a continuing waiver of such provisions or a waiver of any other provisions of the Terms.

**Force Majeure –** Invictus Gymnastics Club shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: Acts of God; Outbreak of hostilities, riot, civil disturbance, acts of terrorism; The act of any government or authority (including refusal or revocation of any licence or consent); Fire, explosion, flood, fog or bad weather; Power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; Default of suppliers or sub-contractors; Theft, malicious damage, strike, lock-out or industrial action of any kind; Any cause or circumstance whatsoever beyond Invictus Gymnastics Club's' reasonable control

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