

## **Excel Gymnastics Academy LTD Terms & Conditions**

### **1 Payment Terms**

**1.1** Excel Gymnastics Academy LTD operate a monthly pricing scheme to cover training fees. This includes your session fees (term time only), insurance\* and joining fee in one simple monthly payment.

\*Block insurance is used for all gymnasts participating for a maximum of 1 hour per week and this is included in the monthly fee. Gymnasts doing more than 1 hour per week or competing in competitions or displays will be required to purchase British Gymnastics Bronze Membership at additional charge

**1.2** The members official start date will be the date that the member first attends a class after any trial session. See condition 2 on trial sessions.

**1.3** Your first payment will be collected, in advance of your official start date, by a credit or debit card that you agree to register with us and authorise the use for recurring monthly payments.

**1.4** Your first payment will be on a pro-rata basis from the week commencing your official start date. This will cover the remainder of the current month until your recurring monthly payment commences.

**1.5** Your recurring monthly payment will be processed on the 1st of the month thereafter, which is when your monthly payment for training fees becomes due.

**1.6** It is your responsibility to keep us updated with an 'active' payment card that is within its expiry date and with sufficient credit or funds available for the full amount due for your monthly payment of training fees.

**1.7** If your card fails for any reason, we will try to take this payment again and if it continues to fail we will contact you to request using an alternative card.

**1.8** We or our agent may charge a fair and reasonable administration fee if your account falls into arrears.

**1.9** We may pass any late or missed payments to a collection agency. If this happens we will charge a fair and reasonable fee to cover our costs for such action.

**1.10** Cancelling your credit card or blocking your payment to us does not mean you have given us notice to end your membership at Excel. As shown in condition 3 'Terminating Your Membership', you must provide us with two months notice.

**1.11** If you do not pay for your monthly training fees, we may prevent the member from entering the club. This does not mean we will end their membership at Excel and you still remain liable for unpaid training fees.

### **2 Trial Sessions**

**2.1** New members will be offered one FREE trial session at their chosen Excel venue before committing to join the club and start the monthly payment scheme for training fees.

**2.2** If you wish to accept the place following your trial session then your official start date will be the date of the next class (usually the following week). Payment will be taken from your official start

date (see condition 1). You are not permitted to choose a starting date following a trial session and failure to pay ahead of the next session will result in the place being offered to someone else.

**2.3** Trial sessions will not be offered or permitted on the first day of a new class being introduced or a new venue opening. See condition 3.9 regarding membership termination within the first 30 days if you do not wish to continue with the new class after the first few sessions.

**2.4** Only brand new members will be offered a FREE trial session. If you have previously been a member at Excel and you took a break you will not be eligible for a free trial when you return.

**2.5** Current members or previous members returning to Excel are only eligible for a FREE trial if it is in a class that offers a different structure or discipline to the previous class attended (eg. If a member of our General Gymnastics class was to try our Floor and Vault Class) and providing it is not day one of a brand new class being offered.

### **3 Terminating Your Membership**

**3.1** Membership at Excel runs on a rolling basis until you notify us that you would like to cancel.

**3.2** You may terminate your membership at any time by providing 'two months' notice. Two (2) further (future) monthly payments for training fees will be due from the date that you provide notice to terminate membership. During the notice period the class place will remain open for the member to attend and once this period has been served membership will be terminated.

**3.3** Notice to terminate membership cannot be accepted at your club and must be provided in writing. This can be done in the form of an email to: paul@excelgym.co.uk or by post to our Head Office: Excel Gymnastics Academy, The Old Fire Station, Corrie Road, Addlestone, Surrey, KT15 2HS. This is to ensure the information is properly documented and input on the central system at the correct date.

**3.4** You will receive written confirmation via email of your membership termination. This will notify you the date of your final payment and the final class date for the member. Please retain a copy of this for your records.

**3.5** It is your responsibility to make sure that we are correctly notified about your request to terminate your membership at Excel.

**3.6** You may terminate your membership without serving the 'notice period' if you are diagnosed with a serious medical illness or suffer an injury which prevents you from participating in gymnastics. In these cases, termination without a notice period will only be granted if a doctor's letter with a valid practice stamp is emailed to: paul@excelgym.co.uk stating that the member must not participate in gymnastics.

**3.7** The member is not entitled to enter the club once their membership has been terminated.

**3.8** Non-attendance in classes will not result in termination of your membership nor does it act as notice of termination. As stated in condition 3.3 you must provide us with two months notice in writing if you wish to terminate your membership. Until such time that we receive your two month notice in writing you will remain liable for any unpaid monthly training payments.

**3.9** You are not required to serve a notice period if you choose to terminate your membership during the first 30 days. The 30 days are calculated from your official start date (see condition 1.2). You are however still required to provide Excel with written notification that you wish to terminate your membership. Providing your written notification is received by Excel within the first 30 days you will not have to serve a two month notice period (see condition 3.3 on how to provide written notification).

## **4 Termination Of Membership By Excel Gymnastics Academy**

**4.1** The following circumstances may result in Excel cancelling your membership either on a temporary or permanent basis.

**4.2** A breach of the terms and conditions set out in this document.

**4.3** A breach of the Excel codes of conduct by a club member or their parent/guardian (see 'Gymnast Code of Conduct' and 'Parents/Guardians Code of Conduct' on the club website at [www.excelgym.co.uk](http://www.excelgym.co.uk))

**4.4** The use of rude or abusive language, or threatening and violent behaviour towards another club member or member of staff either in person, over the phone or via email.

**4.5** Causing a disturbance which effects other members and prevents them from enjoying their experience at Excel.

**4.6** If Excel choose to end your membership as a result of the reasons stated in notes 4.2 to 4.5, you will forfeit any payments that you have made to date and you will not be eligible for any refund. Your membership will be terminated with immediate effect.

**4.7** If Excel terminate your membership you will not be allowed to attend any classes after the termination date. You or the member will not be able to apply for membership at any of the Excel venues in the future nor will you be allowed to enter any of the venues.

**4.8** If Excel decide to change the location of a venue or permanently close the club, we will, where possible, give you 1 months notice of the change or closure in writing (either in letter form or by email).

## **5 Changing Your Monthly Payments And Changing Our Terms & Conditions**

**5.1** As a customer and valued member of Excel you agree to follow the club rules and codes of conduct set out by Excel Gymnastics Academy. At any time we may need to make reasonable changes to these rules and you will be notified in advance of any changes.

**5.2** At any time the monthly training fees may be increased to accommodate price increases of rent, coaches and equipment etc. We will provide you with reasonable notice of any price changes in writing (either in letter form or by email).

## **6 Discounts**

**6.1** We offer sibling discounts as well as discounts on each additional hour that gymnasts train per week. For information on current prices and discounts visit our website at [www.excelgym.co.uk](http://www.excelgym.co.uk).

**6.2** We reserve the right to amend or withdraw the discount scheme at any time. We will provide you with reasonable notice of any changes to the discount scheme in writing (either in letter form or by email)

## **7 Changes To Class Timetables And Operating Hours**

**7.1** When signing up to Excel you agree that during your membership period you will be required to change class times and or days to ensure that the member is always in a class that is suitable for their age, ability and needs.

**7.2** Prior to the start of each term the class timetable will be issued and, if appropriate, members will be moved into a more suitable class for their age, ability and needs. You will be notified of any class

changes in writing (either in letter form or by email). Members may also be moved mid-term if space becomes available in a more suitable class and if it is in the best interest of the member.

**7.3** Occasionally we may need to make changes to the class timetable (either class times or days) mid-term. If this is necessary then we will give reasonable notice of all changes to the class timetable.

**7.4** The up to date information on our current class timetable can be found on the Excel website [www.excelgym.co.uk](http://www.excelgym.co.uk).

**7.5** If circumstances out of our control (such as a venue double booking or extreme weather) force us to cancel a regular published class we will attempt to offer a 'make-up class' on an alternative day, time or date to substitute this cancellation. This may be offered at an alternative venue to the one you regularly train at within the Excel network. If you are unable to attend the 'make-up class', or we are unable to provide a 'make-up class' a refund will not be applicable.

**7.6** If we decide to change the location of a venue that you are a member of then we will automatically transfer your membership to the new venue. We reserve the right to change the location of your venue within a 7 mile radius of the existing venue. We will give reasonable notice of all changes to the club venues in writing (either in letter form or by email).

## **8 Customer Obligations**

**8.1** You are responsible for paying the appropriate monthly training fees for all members who are linked to your account. You are also responsible for paying any additional charges for the use of facilities, services and products not covered in your monthly training fee.

## **9 Medical Authorisation**

**9.1** It is your responsibility as the parent or legal guardian of the member to inform Excel of any medical conditions or injuries that the member has or had in the past, which may affect their 'health and safety' when participating in classes at Excel. You must also list any medication that the member is currently taking or needs to use whilst in a class and under the supervision of Excel staff. It is vitally important that medical information is up to date and therefore you are responsible for notifying Excel immediately if any of the medical information for the member changes during your membership period at the club.

**9.2** You are responsible for notifying the lead coach of any medication that the member may require during the class (eg. Asthma inhaler). You are also responsible for ensuring that the medication is handed to the coach before each session that the member participates in.

**9.3** Please note that Excel staff are unable to administer 'Epi-pens' or the like. If your child has an epi-pen and is unable to administer it themselves then it is your responsibility to remain on site during their session in the event that it is required. Please ensure you notify staff if this is the case so that they are aware of where the epi-pen is and where you will be located during the session.

**9.4** By allowing your child to attend a class at Excel, it is deemed that you authorise the Excel staff to seek treatment and medical assistance for any injury that may occur to the member whilst participating at Excel. In the event that you cannot be reached you authorise the First Aider, Doctor and, or Hospital to perform any necessary emergency treatment.

## **10 Understanding the Risk**

**10.1** While actively participating in the sport of Gymnastics there is an inherent risk of injury. The club and coaching staff will endeavour to minimise any risk through practicing good sound coaching

technique and risk assessing all of the equipment and training stations, however there is still a risk that accidents may happen.

**10.2** Severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, those activities include but are not limited to gymnastics.

**10.3** To minimise the potential of risk all members must abide by the safety rules and codes of conduct set out by the club at all times.

**10.4** It is the responsibility of the participant/parent to ensure that the member is healthy and physically fit enough to participate in the gymnastics session.

**10.5** By attending an Excel class it is deemed that you agree with and understand ALL OF THE RISKS associated with participation in the sport of gymnastics, that you confirm the member is healthy and physically fit enough to participate and you agree to adhere to the safety rules and codes of conduct set out by Excel Gymnastics Academy at all times.

## **11 Use Of Photos And Videos**

**11.1** Occasionally we do take individual and group publicity photos and videos at the Excel venues or during events. These images are solely for use in Excel's publicity and advertising such as on flyer's, the clubs website and the clubs social media. It is deemed that you grant permission for your or your child's likeness to be used in Excel's publicity or advertising. If you do not wish for your child to be included in photographs or videos then you must notify us in writing. This can be done in the form of an email to: paul@excelgym.co.uk or by post to our Head Office: Excel Gymnastics Academy, The Old Fire Station, Corrie Road, Addlestone, Surrey, KT15 2HS.

### **Definitions**

*You, Your, Customer* – The account holder and person paying for Excel services, either as member or

on behalf of a member (eg. on behalf of your child)

*Member, Your Child* – The person or persons who are taking part in classes at Excel Gymnastics Academy (normally the child or children of the customer)

*We, Us, Excel* – Excel Gymnastics Academy Ltd

*Venue* – Excel Gymnastics Academy run classes at a number of different venues.

*Monthly Training Fees* – Monthly recurring payments made in advance for our timetabled term time classes.

### **Rights Of Third Parties**

A person who is not party to this agreement (The Excel Terms & Conditions) shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement (The Excel Terms & Conditions)

### **Invalidity**

If any part of these terms and conditions is unenforceable, the unenforceability of any other part of those conditions will not be affected

### **Data Protection**

Your personal contact information, the member's personal contact information are held on our central database in compliance with the Data Protection Act 1998. Your payment card information is securely stored in compliance with the PCI data security standards.

If your account falls into arrears we may share your contact information with our collection agent for purposes of payment collection. We can only discuss your account and the details of the member with the customer. If you are not the member's parent, with your permission, we will discuss details with the member's parents or legal guardians.

### **Governing Law**

This agreement will be governed by the laws of England and Wales

If you have any questions, please feel free to ask a member of our coaching team at an Excel Venue. Alternatively you can contact Paul Reeve (Head Coach) by email: [paul@excelgym.co.uk](mailto:paul@excelgym.co.uk) or by phone: 07970 826126. You can view all of the club policies on the Excel website: [www.excelgym.co.uk](http://www.excelgym.co.uk). If you wish to contact us by post the address of our Head Office is: Excel Gymnastics Academy, The Old Fire Station, Corrie Road, Addlestone, Surrey, KT15 2HS.

This agreement along with the 'Gymnast Code of Conduct', 'Parents/Guardians Code of Conduct' and all associated policies, rules and regulations govern the terms and conditions of membership, the member's use of our venues and your relationship with Excel Gymnastics Academy Ltd. Please ensure you read these documents carefully as they affect your rights and liabilities under the law.

Please note that by attending a class at Excel or bringing a member to a class at Excel, it is deemed that you accept these Terms and Conditions and agree to be legally bound by them.

Excel Gymnastics Academy Limited is Registered in England and Wales. Company Number: 9640541  
Registered Office Address: Excel Gymnastics Academy LTD, The Old Fire Station, Corrie Road, Addlestone, Surrey, KT15 2HS.