



## TERMS AND CONDITIONS

**Who we are:** we are J'amies Gymnastics Academy Ltd, a private company registered in England, company number 09029054, registered address at Unit A3, Peills Courtyard, Bourne Road, Bromley, England BR2 9NS ("JGA" or "we" "us" and "our").

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

Auto Pay: Auto Pay is the method of payment required to pay for class fees. It is automatic payment taken from a registered credit/debit on your account.

No participation is permitted without an account being created.

### **1. THE BASIS OF OUR CONTRACT**

- 1.1. When you ask us to become a member and we, in our sole discretion, agree and create an account, the contract between us comes into existence.
- 1.2. We may vary these Terms as required by legislation and to meet the needs of the business. Such legislation demands are mandatory on the Company and will be deemed to take effect.

### **2. JGA ANNUAL MEMBERSHIP**

- 2.1. Annual Membership is only applicable to student(s) enrolled into an academy (school clubs are not applicable).
- 2.2. Annual Membership is compulsory to participating in any academy class.
- 2.3. Annual membership is payable at the time of enrolment to JGA at a cost of £29 per Member (Membership Joining Fee). If you enrol online and/or sign a billing authorisation form at class, the membership fee will be taken automatically via Auto Pay.
- 2.4. For all academy classes, annual membership is renewed and payable yearly from the anniversary date of charge, taken automatically via autopay.
- 2.5. Annual membership once paid is not able to be credited or refunded.
- 2.6. Participation is not permitted without this being paid.
- 2.7. Should Membership be cancelled, and the Member should wish to return and reactivate Membership, the Membership Joining Fee shall be payable regardless of the last payment made.

### **3. BRITISH GYMNASTICS ANNUAL INSURANCE**

- 3.1. For all academy classes under 1 hour in duration per week, insurance to British Gymnastics is included within the JGA Annual membership fee.
- 3.2. For all academy classes over 1 hour in duration per week, an additional insurance fee is payable directly to British Gymnastics at the time of enrolment and renewed on the 1<sup>st</sup> October.
- 3.3. British Gymnastics Insurance is not able to be credited or refunded.
- 3.4. Membership and participation in classes shall not be permitted without the required insurance being in place.

### **4. TRIAL CLASSES**

- 4.1. Following any trial session or classes, on receipt of a signed billing authorisation, automatic enrolment of the child attending will take place.
- 4.2. Upon enrolment, the initial payment towards the enrolment will be taken and the balance of these Terms shall apply immediately.



## 5. **FEES**

- 5.1. Class fees are payable monthly on the 1<sup>st</sup> of each month (the “**Payment date**”), collected via AutoPay. Members may log in to their online account for notification of the charges that shall be deducted. Should the Payment Date fall on a weekend or bank holiday, payment shall be processed on the next business day.
- 5.2. If there are any outstanding charges, JGA shall re-attempt to collect payment through AutoPay without any further notice to you.
- 5.3. A child cannot attend class without the required payment being received in advance to the class starting.
- 5.4. If Autopay fails on the 1<sup>st</sup> of the month, JGA will notify you at the time via email and text.
- 5.5. The process for non-payment on the 1st is as follows: The correct Autopay information and payment must be made within 48hrs. Failure to do this within this time will result in the space being allocated to our waiting list, and the child will need to re-apply for a space.
- 5.6. Class fees are not able to be credited or refunded.
- 5.7. Fees may be increased on a yearly basis.
- 5.8. Should payments be received later than expected and agreed, a £10 admin charge may apply.

## 6. **CLASS DATES**

- 6.1. Academy classes run continuously throughout the year excluding bank holidays and the Christmas Break in accordance with our term dates.
- 6.2. A student may take 3 weeks’ worth of holiday per year (from January-December) during half terms and main holidays as set by JGA term dates. These weeks will be credited to the following monthly bill and may be moved across on a prorated basis if the student’s membership moves from an academy to a school club run by JGA.
- 6.3. The dates you wish to take **MUST** be during half terms and main holidays and **MUST** be communicated to us via email or telephone prior to the holiday taking place.
- 6.4. No credited sessions, or holiday periods can be taken during enrolment cancellation or during a cancellation period. For clarity, any holiday dates must be taken during an active enrolment and will not otherwise be accounted for.
- 6.5. Any unused credited sessions shall not be refunded or credited, whether during a cancellation period or during active membership.
- 6.6. Should you join part way through the year the 3 weeks’ will be prorated accordingly:  
Joining in January to April = 3 weeks permitted  
Joining in May to August = 2 weeks permitted  
Joining in September to December = 1 weeks permitted

Should you decide to cancel your membership partway through the year, your holiday entitlement will be prorated accordingly as above also.

- 6.7. Holiday weeks cannot be paid in lieu nor carried forward to the following holiday year.

## 7. **CANCELLATION OF CLASSES (N/A FOR WORKSHOPS AND PARTIES)**

- 7.1. **If you need to cancel:** A cancellation period of 30 days is required, for which payment for this period still remains payable, regardless of a student’s attendance. 30 days’ notice must be supplied in writing to [cancellations@jagroup.co.uk](mailto:cancellations@jagroup.co.uk).
- 7.2. Please note that on receiving cancellation in writing in accordance with 6.1, 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.



- 7.3.** The enrolment may be cancelled within five (5) calendar days of the payment date upon which JGA will refund the balance to you, subject to a £15 cancellation fee, which will be removed from the final balance. For clarity, the cancellation fee is applicable per enrolment that is to be cancelled.
- 7.4. If we need to cancel a class.** JGA reserves the absolute right to cancel classes, alter the times and/or venues of classes, substitute 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 alternative classes. Please note that no refunds or credits will be given.
- 8. NON-ATTENDANCE OF WEEKLY CLASSES DUE TO AN INJURY (N/A FOR PARTIES AND HOLIDAY ACTIVITIES)**
- 8.1.** Should a child currently enrolled into weekly classes be unable to participate due to an injury please follow the process below:
- 8.2.** Notify us straight away and email in a copy of a hospital letter.
- 8.3.** To keep a space in the class payment for sessions will continue as normal.
- 8.4.** Upon returning you must notify us in advance in writing, this will allow participation into the class.
- 8.5.** The missed classes from the date of receiving the hospital letter to the date of return will be calculated and added as a credit onto the account and offset against future fees.
- 8.6.** We can only credit missed classes for a maximum period of 12 weeks at one time.
- 9. CREDITS ON ACCOUNT**
- 9.1.** All authorised credits hold a 6-month validation period, after this period credits become void.
- 9.2.** Credits cannot be refunded.
- 10. HOLIDAY WORKSHOPS, ACTIVITIES AND BIRTHDAY PARTIES**
- 10.1.** Once paid the payment is unable to be credited or refunded.
- 10.2.** If we receive 48 hours' notice requesting a change of date, an alternative date may be offered.
- 11. GOODS THAT WE SELL**
- 11.1. We sell third party goods online or by order form (which we supply to you).** We do not manufacture these goods and do not supply guarantees but we do allow for returns subject to 11.2 below.
- 11.2. Returns:** We guarantee to refund/exchange any item you are not completely happy with when you return it to us in saleable condition within 14 days of receipt. In the interests of hygiene we do not offer refunds/exchanges on leotards if the hygiene seal has been removed.
- 11.3.** Please note that any goods ordered by you which are personalised in anyway or which cannot be resold due to hygiene reasons cannot be returned.
- 12. OUR RESPONSIBILITIES AND LIMITS OF LIABILITY**
- 12.1. Coaches:** We aim for consistency with coaches at all our classes. However due to unforeseen circumstances that are out of our 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.
- 12.2. 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 provide an alternative time and day of this session to be made up, giving as much notice as adequately possible. In the event you are unable to attend the alternative session then this will not be credited or refunded to you.



**12.3. 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 a student(s), to minimise injuries and accidents to the best we can. You acknowledge this and agree that we may coach the students accordingly.

**12.4. Physical contact.** Supporting and shaping a student 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 a fall or error in performance. Therefore, some physical contact will need to be used with students, to enable good practice. Physical contact will be appropriate in accordance with British Gymnastics supporting techniques. You acknowledge this and agree that we may coach the students accordingly.

**12.5. Personal property:** JGA will not be held responsible for any lost, damaged or stolen items in the facility where the 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.

**12.6. Equality:** At JGA, 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.

**12.7. Anti-bullying.** JGA work on a strict anti-bullying policy, JGA will not allow any student, parent/guardian or coach to be seen to be abusing this.

### **13. COMPLAINTS**

**13.1 Complaints Procedure:** If you have a complaint please email us at [info@jgagroup.co.uk](mailto:info@jgagroup.co.uk) or call us on 020 84641477.

**13.2** 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 5 working days.

**13.3** We pride ourselves on responding to all complaints with promptness and great customer care.

### **14. DATA PROTECTION**

**14.1** We are registered with the Information Commissioner as a data controller and we 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 our services.

**14.2 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:

**14.2.1** to supply the Services to you; and

**14.2.2** 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 contacting us.

**14.3** We will only give your personal information to third parties where the law either requires or allows us to do so.

### **15. CONFIDENTIALITY**

**15.1** The Parent/Guardian agrees to keep the content of the JGA Course and JGA Training Programme confidential and not to copy or use any aspect of the JGA Programme directly or indirectly. The Parent and/or Guardian agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with JGA while the student is a member of JGA and for a period of two years afterwards.

**15.2** JGA shall not at any time disclose to any person any of your confidential information concerning except as permitted by [17.3](#).

**15.3** Each party may disclose the other party's confidential information:



**15.3.1** to its employees, officers, representatives or advisers 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

**15.3.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**15.4** Neither you nor JGA 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.

## **16. TERMINATION**

**16.1** A breach of JGA's terms and conditions or any misconduct not specifically mentioned herein may result to temporary or permanent suspension of a gymnast's training with JGA.

## **17. WAIVER**

**17.1** 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.

## **18. SEVERANCE**

**18.1** 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

## **19. JURISDICTION**

**19.1** Each party irrevocably agrees that the laws 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.