

CHEL TENHAM & GLOUCESTER GYMNASTICS CLUB **TERMS AND CONDITIONS**

By making a booking at Cheltenham & Gloucester Gymnastics Club, by any means, you warrant that:

- a. You are legally capable of entering into binding contracts;
- b. You are at least 18 years old;
- c. You are the parent or legal guardian of the child(ren) you are booking onto the Session(s),
- d. All participants booked onto sessions are reasonably fit and healthy and capable of participating in the sessions that you have booked, and that you have disclosed any relevant information via the instructed channels.

You acknowledge and agree to abide by the following terms and conditions. Please read this document carefully before proceeding with any purchases or enrolments.

The Club:

We are Cheltenham & Gloucester Gymnastics Club Ltd, a private company registered in England under company number 12542562, with VAT registration number 378 1553 69, and our address is Unit 5, Chancel Close, Gloucester, GL4 3SN. In these terms, reference to “we”, “us”, “our” and “club” pertain to Cheltenham & Gloucester Gymnastics Club.

Terms Acceptance:

These terms, along with our club rules and policies, constitute the agreement between you and Cheltenham & Gloucester Gymnastics Club. By registering for our classes, you acknowledge that you have read, understood, and agree to abide by these terms. The contract will relate only to those sessions whose booking we have confirmed in the Booking Confirmation. We will not be obliged to supply any other sessions.

CoursePro:

CoursePro, by Fitronics, serves as our online booking system. It handles class fees and requires a direct debit mandate. By joining us, you must set up a direct debit mandate, enabling automatic collection of fees from your direct debit account when due. No participation in our classes is permitted without creating an account on CoursePro and paying the relevant fees.

Application of Terms:

These terms and conditions apply to all customers at Cheltenham & Gloucester Gymnastics Club. They govern the relationship between the club and its visitors, ensuring a clear understanding of rights and obligations.

We appreciate your commitment to Cheltenham & Gloucester Gymnastics Club. Should you have any questions or concerns regarding these terms and conditions, please don't hesitate to contact us. Thank you for choosing us as your gymnastics club.

TERMS & COND TIONS

1. THE CONTRACT

- 1.1. The contract between you, as the gymnast or parent or legal guardian of the Gymnast (“you” or “your”), and Cheltenham & Gloucester Gymnastics Club is established when you register for an activity at the club. This includes, but is not limited to; trial sessions, regular classes, holiday camps and masterclasses.

2. TRIAL SESSION

- 2.1. Prospective members may book one trial session at a cost of £10.00. The fee is payable at the time of booking.
- 2.2. The trial session fee is non-refundable and cannot be transferred to a different day/time.
- 2.3. In the event a child does not wish to take part in a booked trial session, no refunds will be given.
- 2.4. At the end of the trial session, your space will be automatically removed from the class. To continue classes, you must rebook and set up a direct debit.

3. GYMNASTICS CLASS INFORMATION

3.1. Term Dates:

- 3.1.1. The Club's classes run in line with Gloucestershire school term dates. The club will confirm half-term/holiday dates and communicate them to members via their website or email.
- 3.1.2. Inset days and bank holidays, during term time, are considered part of the normal week, and classes will continue as scheduled on those days.
- 3.1.3. If a member wishes to take a holiday during term time, no credits or refunds will be given for missed classes.
- 3.1.4. Members do not need communicate if they will be absent for a class, however, it is helpful for the club to be informed if a member is going to be absent for a period of 3 weeks or more.

3.2. Parent & Child:

- 3.2.1. The Parent & Child class necessitates a responsible adult's participation alongside the child. The adult should be physically capable of lifting and manoeuvring the child as per the coach's instructions.
- 3.2.2. Parents must also adhere to the gym's policies regarding clothing and jewellery, removing all jewellery and wearing suitable exercise clothing. Compliance is essential for insurance purposes.
- 3.2.3. Only one parent should accompany the child in the gym during the class, unless otherwise agreed, in advance, by the Head Coach.
- 3.2.4. During the last week of each term, the club runs an open session where members can explore stations set out by coaches. Only members are permitted to participate, as siblings or other family members lack the required participation insurance.

3.3. Preschool:

- 3.3.1. In Preschool classes, children participate independently, without parental support. Any parents wishing to remain at the club during the class must wait within the designated viewing area.
- 3.3.2. Parents of children who are unable to use the toilet on their own must stay at the club during the class, our coaches are not permitted to assist children using the toilet.
- 3.3.3. During the last week of each term, the club runs an open session where parents are invited into the gym to join Preschool members in exploring stations set out by our coaches. Only members are permitted to participate, as siblings or other family members lack the required participation insurance.
- 3.3.4. During open sessions, the participating parent must also adhere to the gym's policies regarding clothing and jewellery, removing all jewellery and wearing suitable exercise clothing. Compliance is essential for insurance purposes.

3.4. School Age Classes:

- 3.4.1. In School Age classes, children participate independently, without parental support. Any parents wishing to remain at the club during the class must wait within the designated viewing area.
- 3.4.2. In the event that the viewing area is full, you may be asked to wait outside for the duration of the class. This is for the safety and well-being of children and you must follow the instructions of our staff in relation to this.

3.5. Extra Fees:

- 3.5.1. On certain occasions, your child(ren) may be invited to take part in additional activities that are not provided within their normal class booking. You will be made aware of such competitions and/or events as well as any additional fees (if any) required in order to take part.
- 3.5.2. Payment for these additional activities will be due prior to the child(ren) taking part in the additional activity and failure to pay in advance and in full could result in withdrawal of the child(ren) from the aforementioned additional event.
- 3.5.3. The club runs a proficiency award badge scheme which is presented at the end of each academic year. In order to receive your badge and certificate, payment must be made by the due date stated in communication from us.
- 3.5.4. Payments for events/badges can be made as identified when an invitation to attend is given/sent.
- 3.6. Competition/Development Squads:
 - 3.6.1. The club has a range of competition and development squads across a number of disciplines. These sessions are invite-only and a space can only be gained by invitation from the Head Coach.
 - 3.6.2. Prospective squad members must try out for a space in one of our dedicated squad try out sessions.
 - 3.6.3. The Club may consider requests from gymnasts seeking to transfer to the Club. All prospective applicants are required to complete and submit a Squad Transfer Request Form for review. Submission of a form does not guarantee acceptance or placement within any squad.
 - 3.6.4. Squad members will be expected to attend all sessions. Members with consistently low attendance rates may be asked to leave the squad and return to a recreational class.
 - 3.6.5. Our squad programme is progressive and the number of hours trained will increase as gymnasts get older. It is expected that squad members will accommodate any changes to their training programme when they occur.
 - 3.6.6. Squad gymnast will be expected to compete once they reach the age/ability level required for competition.
 - 3.6.7. Squad members must adhere to squad member rules and codes of conduct which can be found in the squad handbook. Failure to adhere to these rules may result in a member being asked to leave the squad.
 - 3.6.8. Squad members must not compete on behalf or in association with any other gymnastics academy, club or school without express prior consent from the Head Coach.
 - 3.6.9. In the event that a squad member withdraws from a competition after the Club has submitted the official entry form, the full entry fee shall remain payable to the Club, regardless of the reason for withdrawal.
 - 3.6.10. Squad members and their parents/guardians must not contact competition organisers directly in relation to entries, withdrawals, scheduling, scoring, or any other competition matters. All communication with competition organisers shall be conducted exclusively through the Club. Failure to comply with this requirement may result in disciplinary action.
 - 3.6.11. Squad members may be provided training/competition leotards by the Club. Any clothing/items provided is on a loan basis and must be returned to the club, upon request, in good condition. Members may be charged for lost or damaged items beyond normal 'wear and tear'.
 - 3.6.12. All squad members are continually assessed and follow their own development programme. If a member is not progressing in line with their personal development programme, they may be asked to leave the squad and return to a recreational class to continue developing their gymnastics skills and conditioning.
- 3.7. Gymnastics at Home:
 - 3.7.1. Members should not try skills they have learned at the club at home. The club has trained coaches with knowledge on how to build advanced skills. This should only be practiced inside the gym where appropriate supervision and safety equipment is readily available.
 - 3.7.2. Coaches may recommend additional conditioning and/or stretching exercises to be completed at home where deemed beneficial to the gymnast's development. Any such exercises must be undertaken under the supervision of a responsible adult.

3.8. Behaviour:

- 3.8.1. All participants, parents and visitors are expected to treat coaches, staff, fellow participants, and equipment with respect and courtesy at all times.
- 3.8.2. Safety is our top priority. Participants, parents and visitors must follow all safety instructions provided by coaches and staff and refrain from engaging in any behaviour that may endanger themselves or others.
- 3.8.3. We encourage a positive and supportive atmosphere where members uplift and encourage one another during classes and events.
- 3.8.4. The following behaviours are strictly prohibited by participants and visitors:
- Bullying, harassment, or discrimination in any form.
 - Use of inappropriate language or gestures.
 - Damage to club property or equipment.
 - Disruptive behaviour that interferes with the learning environment.
- 3.8.5. In the event that a participant poses a danger to themselves or others due to disruptive behaviour or refusal to follow safety instructions, the club reserved the right to physically remove the child from the class to ensure the safety of everyone involved.
- 3.8.6. Parents or guardians are responsible for ensuring that their child understands and abides by the behaviour guidelines outlined in this section.
- 3.8.7. Violation of these behaviour expectations may result in disciplinary action, including suspension or termination of membership at the discretion of the club management.
- 3.8.8. In order to facilitate good behaviour and constructive communication, the club has prepared Codes of Conducts for Parents, Participants and Coaches to follow. It is a requirement of your membership that you abide by these codes of conduct. You can access them at any time via our website. Failure to adhere to the codes of conduct may result in the termination of your membership.
- 3.9. Provision of sessions:
- 3.9.1. We will provide the Session(s) to the Participant(s) on the date(s) set out in the Booking Confirmation.
- 3.9.2. We will make every effort to carry out the Session(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the Sessions as soon as reasonably possible.
- 3.9.3. We may have to suspend a Session if we have to deal with technical problems, or to make improvements to the Session. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 3.9.4. We reserve the right to modify a Session(s) due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.
- 3.9.5. On occasion we may be required to cancel Sessions as a result of factors such as low attendance/bookings, venue or facility issues, adverse weather conditions or other unforeseen circumstances. We will notify you of any such cancellations as soon as possible by email and/or telephone.
- 3.10. General Information:
- 3.10.1. All participants should have a water bottle with them at every class. It should only contain water – not squash, juice or energy drinks of any kind. This is in line with British Gymnastics' hydration policy.
- 3.10.2. Participants, parents and visitors are responsible for their personal belongings. The club is not liable for lost, damaged or stolen items.
- 3.10.3. Those visiting the club via car should park appropriately in accordance with parking regulations, you may park;
- Directly outside of Unit 5, in front of our loading bay doors,
 - In our dedicated car park, in the corner of Chancel Close
 - Curbside along Chancel Close, maintaining access for HGV's to navigate through the estate.
- 3.10.4. You may not park;

- In front of other businesses along Chancel Close,
- In bays marked for other businesses along Chancel Close, or
- In a way which restricts the road access along Chancel Close

4. HOLIDAY ACTIVITIES

- 4.1. During half-term/holiday breaks, our recreational classes pause and the club runs a variety of activities including; Gymnastics Camps, Masterclasses & Open Sessions....
- 4.2. Some Holiday Activities are open for members and non-members to book. The fee is payable at the time of booking via our booking provider – CoursePro.
- 4.3. Once booked, fees for holiday activities are non-refundable.
- 4.4. Should you no longer be able to attend a booked holiday activity session, we may, at our sole discretion offer an alternate date. Requests to change the date of a holiday activity must be submitted with at least 48 hours' notice and will depend on availability.
- 4.5. Holiday Activities must be booked in line with booking guidance and age restrictions of classes must be respected.

5. CGGC CLUB MEMBERSHIP FEE

- 5.1. All participants who enrol in regular classes with us are required to pay the CGGC Club Membership Fee. Participants joining us for a trial session or activity camp are not required to pay the Club Membership Fee.
- 5.2. The CGGC Club Membership Fee is due at the time of enrolment and costs £20.00 per member. A link to our website portal to process the payment is provided in the welcome email.
- 5.3. The CGGC Club Membership Fee is an annually recurring charge due on January 1st each year, regardless of the initial membership registration date.
- 5.4. If you join the club on or after July 1st, your first membership payment will be reduced to £10.00 and will then renew on January 1st, in line with clause 5.3.
- 5.5. Once paid, the CGGC Club Membership Fee is non-refundable and cannot be credited, refunded or transferred under any circumstances.
- 5.6. Participation in classes is strictly conditional upon the CGGC Membership Fee being paid.
- 5.7. If a member cancels their membership and later wishes to re-join the club, the CGGC Club Membership Fee must be paid again, irrespective of the last payment date.

6. BRITISH GYMNASTICS MEMBERSHIP

- 6.1. Following a trial session, all members must hold a valid British Gymnastics membership. The specific tier of membership necessary will depend on the member's age and level of participation. It is the member's responsibility to ensure they hold the correct tier of membership.
- 6.2. The club is not responsible for obtaining a member's insurance or making applications on their behalf. Renewal of insurance must be completed when due.
- 6.3. You are responsible for ensuring all the details pertaining to your British Gymnastics Membership are correct and kept up to date.
- 6.4. The cost of British Gymnastics' membership may vary based on British Gymnastics' own policies. The club shall not be held accountable for any increases in insurance fees.
- 6.5. Membership and participation in classes will not be permitted without the required insurance being in place. Once a member has purchased their British Gymnastics membership, our system will receive a notification and you will be cleared to continue classes.

7. CLASS FEES

- 7.1. Payments for classes are taken automatically, by Direct Debit, via our booking provider – CoursePro.
- 7.2. Your first payment will be calculated pro-rata and may end up being more or less than the usual monthly amount, depending on when in the month you join.
- 7.3. Payments will then be requested on your account on the 21st of each month and will leave your account a few days later.
- 7.4. Class fees are totalled over the whole year and divided into 12 equal monthly instalments. This means that there is still a payment over summer, even though there are no classes in August. The charge is based on Gloucestershire School Term Dates which normally equates to 38-40 weeks per year.
- 7.5. If your payment fails, you will be asked to make an online payment for the missed amount via our website. This needs to be actioned within 3 days or at your next class, whichever is sooner. You will also need to provide your Direct Debit details again.
- 7.6. If you have not made payment for the missed collection within the 3-day grace period, you will be removed from the class and your space will be offered out to anybody on the waiting list, or for the general public to book.
- 7.7. Should you wish to continue classes after the 3-day grace period, you may need to book a different day/time or go onto a waiting list. This is in light of the fact that we have waiting lists for most sessions and will fill your child(ren)'s place as soon as a space becomes legitimately available.
- 7.8. A member cannot attend classes without the required fees being received by us in advance of the class.
- 7.9. Class fees are reviewed annually and 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.
- 7.10. 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).
- 7.11. Payment dates may vary if forced government closures occur, and notice of resuming classes are after the payment date.
- 7.12. Should any refunds be given at the discretion of the Club, they can take up to 30 days to process.

8. CLOTHING, HAIR & JEWELLERY

- 8.1. The club has a legal responsibility for the health and safety of everybody taking part in gymnastics. As a British Gymnastics registered club, we abide by their policies relating to clothing, jewellery and body adornments.
- 8.2. Participants in all gymnastics activities at Cheltenham & Gloucester Gymnastics Club must wear suitable clothing for exercise. For all classes except; Parent & Child and Holiday Activity Camps, members will need to wear the club's uniform (leotard & shorts), after the completion of a trial session.
- 8.3. For Parent & Child classes and Holiday Activity Camps, the participating adult and child should wear clothing suitable for exercise. This can include: t-shirt, vest, shorts or leggings. Items of clothing's containing buttons, zips, tassels and belts should be avoided as these may cause discomfort when completing gymnastics activities.
- 8.4. Hair long enough to be tied up, must be tied back into a bun/lazy bun.
- 8.5. British Gymnastics' policy for body piercing and adornments states that body piercings are inappropriate for safe practice in gymnastics and trampolining. In order to facilitate safe participation in gymnastics, the following rules apply;
 - 8.5.1. All jewellery must be removed to participate in classes/activities, this includes adults accompanying children in the Parent & Child class.
 - 8.5.2. It is acknowledged that in some circumstances, it may be impossible to remove a ring and/or dermal piercings. Should this be the case; the ring must be sufficiently covered with protective tape; and the piercings covered sufficiently in order to eliminate any risk. (For the avoidance of doubt; any jewellery which can be

removed, should be removed. This includes any jewellery in new piercings.) In which case, participants must provide their own tape/coverings.

- 8.5.3. With regards to the wearing of jewellery; sensitivity to religious beliefs and medical requirements/reasons should be afforded, but safety is paramount and any jewellery that is considered by the coach to be a safety hazard, should be changed or participation may be participated. Any concessions on religious or medical jewellery must be within the bounds of reasonable safety.
- 8.5.4. Newly pierced stud earrings may be covered with protective tape, but must be removed by the sixth week after piercing. We recommend new piercings be completed at the beginning of the summer holidays so that they have time to heal before returning to gymnastics.

9. MEDICAL INFORMATION AND INJURIES

- 9.1. Gymnasts participate at their own risk and you are obliged to inform the Club and British Gymnastics of any existing injuries and medical conditions. You must provide us, in sufficient time, with any information and instructions relating to the sessions that is or are necessary to enable us to provide the sessions in accordance with these terms and conditions. This information includes completion of participant information in respect of each child, together with any other information about the Participants that you think is relevant for us to know in respect of the session(s), e.g. disability/injury. If you do not, or provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Contract by giving written notice.
- 9.2. Participants with emergency medication (such as asthma inhalers, diabetes glucose tablets and EpiPens) must bring their medication with them to every class. They should store them with their stuff, in their cubby hole ensuring that they are easily accessible.
- 9.3. It is the responsibility of the parent to ensure that all medication is 'in date' and labelled with the gymnast's name.
- 9.4. If a child is unwell or has an accident requiring emergency treatment, the parent or guardian will be contacted via the emergency contact details provided on the enrolment form, or via their insurance policy at British Gymnastics. This number must always be contactable whilst the participant is attending the Club. Parents are solely responsible for ensuring that the emergency contact details are up to date and must inform the Club if they have updated their details.

10. NON-ATTENDANCE DUE TO AN INJURY

- 10.1. If a member sustains an injury that prevents them from attending classes, Cheltenham & Gloucester Gymnastics Club is unable to hold their place within the class without payment in full.
- 10.2. You have the choice to either maintain your membership in its regular status, thereby ensuring the gymnast's position upon their complete recovery, or to opt for membership termination, as outlined in Clause 11.
- 10.3. Should you decide to terminate your membership, re-enrolment will be necessary once your child becomes capable of participating in gymnastics activities again. You will be considered as a new starter and will need to pay all the fees associated with joining the club again. In the event that the class is running at capacity upon your child's recovery, you will need to be placed on a waiting list.

11. CANCELLATION OF CLASSES

- 11.1. If you wish to cancel your membership, you must inform the reception by email at admin@cggcgymnastics.com. Please do not give cancellation requests verbally, either in person or via the telephone, as we require all cancellation requests to be made in writing.
- 11.2. We require 4 weeks' notice prior to the payment request date for all cancellations.
- 11.3. If we receive your cancellation request within the 4-week's notice period, your cancellation request will be applied to the following payment cycle.
- 11.4. No refunds will be given once the monthly class payment is being processed and we will send you an email with confirmation of your last class date.

- 11.5. 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 your cancellation request until all outstanding amounts are paid and, until all outstanding amounts are received, the contract shall continue in accordance with these terms.
- 11.6. Attendance shall not be permitted following the leaving date.
- 11.7. 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.

12. GOODS THAT WE SELL

- 12.1. We sell third party gifts in store. We do not manufacture these goods and do not supply guarantees for these goods, but we do allow for returns subject to Clause 12.2.
- 12.2. 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 purchase. In the interests of hygiene, we do not offer refunds/exchanges on leotards unless they are faulty.
- 12.3. Please note that any goods ordered by you which are personalised in any way cannot be returned unless they are faulty and within 7 days of purchase.

13. OUR RESPONSIBILITIES AND LIMITS OF LIABILITY

- 13.1. **Coaches:** The Club aims for consistency with coaches at all our classes. However, due to circumstances 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.
- 13.2. **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 an alternate class 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.
- 13.3. **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.
- 13.4. **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.
- 13.5. **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.
- 13.6. **Gymnastics at Home:** Members should not try skills they have learned at the club at home. The club has trained coaches with knowledge on how to build advanced skills. This should only be practiced inside the gym where appropriate supervision and safety equipment is readily available. The Club cannot be held responsible for accidents/injuries occurring outside of the premises.
- 13.7. **Equality:** We aim to offer quality classes to all, and acknowledge it is illegal to discriminate on any basis. At the same time, it's important to understand that there are risk management protocols which may supersede individual requirements in order to safely participate in gymnastics activities. Whilst some suitable accommodations can be made, safety is always the top priority.
- 13.8. **Anti-Bullying:** The Club adopts a strict anti-bullying policy which can be found on our website.

14. COMPLAINTS

- 14.1. Our complaints procedure can be found on our website.

14.2. We will confirm receipt of your complaint and will then forward your email to the necessary person who will conduct a full investigation into the matter for you.

15. DATA PROTECTION

- 15.1. 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.
- 15.2. We will use the personal information you provide to us in accordance with our privacy policy and, in summary:
- 15.2.1. To supply the services to you; and
 - 15.2.2. 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 preference or contacting us.
- 15.3. We will only give your personal information to third parties where the law either requires or allows us to do so.
- 15.4. For further guidance, please see the club's Privacy Policy and GDPR which can be found on our website.

16. CONFIDENTIALITY

- 16.1. Members (including parents/guardians) agree to keep the content of the club's training programmes confidential and not copy or use any aspect of the club's programme directly or indirectly.
- 16.2. Members (including parents/guardians) also agree to not directly or indirectly manage, operate or assist in the organisation of any business which competes with the club while the gymnast is a member.
- 16.3. The club shall not at any time disclose to any person any of your confidential information except as permitted by clause 16.4
- 16.4. Your information may be disclosed;
- 16.4.1. To the Club's employees, officers, representatives or advisors who need to know such information for the purposes of carrying out the its obligations under or in connection with this agreement' and;
 - 16.4.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.5. 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.

17. FORCE MAJURE

- 17.1. 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.

18. TERMINATION

- 18.1. 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.

19. WAIVER

- 19.1. No failure or delay by 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.

20. SEVERENCE

20.1. 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.

21. JURISDICTION

21.1. 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.

22. CHANGES TO THESE TERMS AND CONDITIONS

22.1. We may change, amend, add to, or delete any term or condition of this Agreement. 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. The change will be effective upon the date of the notice unless otherwise provided.

These terms and conditions were last reviewed on 19/08/2024.



Jimmy Taylor Cardoso