



## Gymfinity Kids Terms & Conditions & Privacy Policy

### MEMBERSHIP TERMS & CONDITIONS

#### PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. A person over the age of 18years old must sign-up to the membership process on behalf of the child and where these terms refer to 'you' it will be to the person who is over 18 and is able to conclude this agreement. Children attending classes, birthday parties & school camps can be aged between 0years-16years old.
3. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
4. You cannot transfer this agreement to anyone else.
5. It is the responsibility of the parent to administer medication to their child, Club Managers and coaches are not able to do so.

#### FEES CHARGES & MEMBERSHIP

1. The annual membership will be collected from you by us by credit/debit card at the point of sign-up.
2. The application fee is an annual fee that will be charged at sign up and at each 12-month anniversary of joining – please note paying this fee monthly may incur an additional fee.
3. If you choose to pay upfront for this fee we will request it again once per year for as long as the child remains a member with us. We will continue to take the payment monthly if this is the option you select at point of sign-up.
4. Membership is based on a 12-month period. Once you select your class you will then have this class selected weekly for 12-months.
5. Your monthly fee being taken equates to: 1 x session cost multiplied by 52 weeks divided by 12 months.
6. If you are looking to upgrade the membership you can do this directly with your club.
7. If you wish to downgrade the membership you can do this by calling Gymfinity Kids directly on 01444 221057.

8. Your second Direct Debit for your monthly membership fee will be collected one month after joining, unless you joined prior to your site opening in which case it will be collected one month after the site opens. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
9. If any Direct Debit is returned unpaid or any cheque is returned unpaid, you shall pay us on demand an administration fee of £20.
10. Should you cancel your direct debit we will contact you to inform you of this. You will have 7 days to reactivate your direct debit and make payment, after this date we will assume you no longer wish to hold a membership with Gymfinity and will cancel your membership and lose your chosen class booking slot.
11. Should you have a bounced Direct debit we will contact you to inform you of this. You will have 7 days to make payment, we will also attempt a second collection on day 8, if this is also unsuccessful we will assume you no longer wish to hold a membership with Gymfinity and will cancel your membership and lose your chosen class booking slot.
12. If either of the 2 above points take place or you cancel your membership voluntarily and then wish to join at a later date, you will incur the cost of the application fee at the point of re-joining also.
13. You agree to advise us immediately of any change to the Members Details/child details provided.
14. On a very rare occasion we may need to cancel a class, if this does happen we will endeavour to contact to you prior to the class and will also arrange a replacement class at a suitable time to you.
15. There maybe a small charge applied should you need to replace your membership card.
16. Replacement award booklets will be charged at £2.99
17. Replacement membership cards will be charged at £5.00

## PRICES

1. From time to time we may need to increase the price of membership. We will give you at least 1 full months' notice of any upcoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.
2. We offer an exclusive pre-sale offer, this offer may increase at any time, limited spaces available.
3. We may increase our advertised rate at any time, please see the website for the most up to date pricing.

## **TERMINATION**

1. You may terminate your membership at any point by cancelling your direct debit with your bank, allowing 3 to 4 working days for the bank to action this. Please call Gymfinity Kids on 01444221057 for options available to you or for any further information.
2. In the above circumstance your membership will cancel with immediately effect following Gymfinity Kids Ltd receiving cancelation notification from your bank.

## **MONEY BACK GUARANTEE**

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used. As an example of how this works, if your membership fee is £15 per month and you cancel your membership after 10 days of it commencing (having asked us to start it immediately) we shall refund you £10, keeping £5, which represents the membership you had used up to the point of cancellation.
2. A minimum of 50% of the party cost will be taken at the point of sign up. You will be entitled to a full refund should you cancel more than 1 month before the party date, 50% refund if cancelling 2 weeks before and you can reschedule the party free of charge for another date if less the 2 weeks prior. In this instance you will not receive a refund. There will be o refund for cancelled children.

## **GENERAL TERMS & CONDITIONS**

### **MISCELLANEOUS TERMS**

1. Each child will receive their own unique membership code which will be shown on their membership card. This must be used on every entry to the club and is not transferable.
2. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your child's conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.

4. There may be occasions where we have to close all, or part of, the club of which your child is a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavors to ensure that such closures are outside of busy periods and are kept to a minimum, in both duration and frequency. If such circumstances occurs we will credit you for this lost time. .
5. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
6. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
7. This agreement is governed by English Law.
8. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
9. Upgrade/Extra options for your membership may be available at your club. This membership is an additional fee per month and will allow you to change the day of your weekly session to another day/time once per year. Please find further information in club or call Gymfinity Kids directly on 01444221057.
10. Should you be holding your child's birthday party with us you will be asked to provide a contact name and email address of the guardian of each child attending the party so every guardian can complete a waiver document. As the parent booking the birthday party you will also need to sign this document. Any child without a completed waiver will not be able to participate.
11. You can gain access to the party room no more than 15minutes before the food is served. i.e. if your party is due to start at 4pm and food is served at 5pm, you can gain access to the party room at 4:45pm. You must vacate the party room on time.
12. Each child will be reviewed throughout their time at Gymfinity. We will update you when we feel your child is ready to change a class as part of their development requirements.
13. Gymfinity Kids reserves the right to restrict numbers of admission to those viewing, per child, to enable access to all.
14. Refer a friend terms and conditions February 2019

All Gymfinity Kids members are welcome to take part in the 'refer a friend' competition.

To enter, members need to refer a friend to Gymfinity Kids membership and the referral must sign up to membership before midnight 24/02/2019. After the closing date a winner will be picked at random and they can choose between 5 days of holiday camps or a party.

There is no limit to the amount of times a member can enter, the more referrals the greater the chance of winning.

Entrants must be 18 or over and be an active paying member of Gymfinity Kids.  
As a member, you must give your friend's name and contact details to your club's reception team so we can keep a record of your referral.

Alternatively, prior to sign up, your friend must contact the reception team to make them aware that they have been referred by you.

Parties and holiday camps must be booked in advance and are subject to availability, limited spaces available.

Offer doesn't include party food or party bags.

Child must be 5 years + to attend holiday camps or birthday parties.

Holiday camps days are for the Easter 2019 half term only.

Prize cannot be exchanged for cash equivalent.

Prize is non-refundable.

Competition is available to all open clubs including: Reading, Leeds, Colchester, Farnborough and Milton Keynes.

## INFORMATION ABOUT US

1. We are a company registered in England and Wales. Our company registration number is 10375476.
2. If you have any questions or if you have any complaints, please contact us your club directly. The phone number for each club is on the website.
3. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail at (your club name)[@gymfinitykids.com](mailto:gymfinitykids.com) i.e. [Reading@gymfinitykids.com](mailto:Reading@gymfinitykids.com)

## YOUR PERSONAL INFORMATION

1. We will use the personal information you provide to us to:
2. (a) provide you with membership services;  
(b) process your membership payment; and  
(c) inform you about similar products or services that we, or selected third parties provide, but you may stop receiving these at any time by contacting us.
3. We will not give your personal data to any third party.

## DAY PASSES & FREE PASSES

1. Day passes are subject to a fair use policy. 1 pass per person, multiple passes will be cancelled without warning. A child can only use Gymfinity as a guest twice per year.
2. Trials are bookable online and may incur a fee. This fee is non-transferable and a refund will not be given for cancellations.
3. Day passes cost £15 per session if you are attending with a member.

4. Free passes have no resale value and cannot be exchanged for cash or any other product or service.
5. Free passes should be booked to start before the advertised expiry date any passes set for redemption after this date may be cancelled without warning.
6. You cannot transfer this daily membership to anyone else nor transfer to another date.

#### LOST PROPERTY

1. Lost property will be kept in club for one week and then disposed of. Please contact your club reception should you have lost something in club.

#### SICKNESS

1. If a child becomes ill during the class, their parent(s)/guardian will be contacted and asked to pick their child up as soon as possible. During this time the child will be cared for in a quiet, calm area with a member of the team.
2. Should a child have an infectious disease, such as an eye/ear infection or sickness, they should not return to Gymfinity Kids until they have been cleared for at least 48hours.

## Privacy Policy & Cookies

At Gymfinity Kids we are committed to protecting your privacy. This statement is made in the light of the requirements of the Data Protection Act 2018 in order to advise you of Gymfinity Kids data processing practices which will govern the processing of your data. If you have any queries about this statement please contact us at Gymfinity Kids, BE Offices, 500 Avebury Boulevard, Milton Keynes, MK9 2BE

or by email to [datarequest@gymfinitykids.com](mailto:datarequest@gymfinitykids.com)

#### WHEN DO WE COLLECT INFORMATION?

We will obtain personal information from you when you register with us, both in club and when you complete an online Membership Agreement

## **WHAT INFORMATION DO WE STORE?**

The types of information we collect includes name, date of birth, e-mail address, postal address, telephone number and your bank details. Note that we do not store your bank details on our web servers.

For insurance purposes, we store adults information for 3 years. Children's data we store until the child is 21years old.

## **HOW DO WE USE THIS INFORMATION?**

We have a legitimate reason to contact our members/customers, we will use your personal information to update you with any changes such as a change of teacher, a cancelled class etc as well as provide you with the services, products or information that you have requested and for administration purposes.

We will deliver this information on these changes via SMS/text/email to ensure you get the message as soon as possible.

## **DO WE USE COOKIES?**

Gymfinity Kids uses cookies to ensure that you can interact with our web site successfully, to identify you when you visit our web sites and to keep track of your browsing patterns. The use of cookies does not give us access to the rest of your computer.

If you want to prevent our cookies being stored on your computer in future, you may do so by referring to your internet browser's instructions. Please note however that if you disable our cookies you may not be able to access certain services or facilities on our sites and your use of our sites may be restricted.

## **HOW DO WE PROTECT PERSONAL INFORMATION?**

We use a secure server and also take appropriate measures to ensure that the information disclosed to us is kept secure, accurate and up to date and kept only for so long as is necessary for the purposes for which it is used.

## **RIGHT OF ACCESS**

You have the right to ask for a copy of the information we hold about you (for which we may charge a small fee) and to have any inaccuracies in your information corrected.

## **CHANGES**

If your personal details change, please help us to keep your information up to date by informing your club directly or via email to [datarequest@gymfinitykids.com](mailto:datarequest@gymfinitykids.com). Debit, Credit and Bank account changes can be changed by calling our member services team – Harlands. Harlands LTD control the direct debit agreement and information is given to them at the point of sign up and card payment through ISnap on our website.

We reserve the right to amend this privacy statement. If we do so, we will post notice of the change on our website and you will be deemed to have accepted such changes.

## **IS MY PERSONAL INFORMATION SAFE?**

We take your security very seriously, that is why the Gymfinitykids.com website uses a secure connection, so your information is private when it is sent to this site and your direct debit details are stored using the Advanced Encryption Standard.

Credit card details are entered on Sage Pay's website and are stored by Sage Pay using 256-bit encryption standards. Sage pay is also audited annually under the Payment Card Industry Data Security Standards (PCI DSS) and is a fully approved Level 1 payment services provider, which is the highest level of compliance.

Gymfinity Kids Ltd hereby confirm that information and personal data submitted by you in relation to Classes, Parties or events related to Gymfinity Kids shall be collected, processed and stored in accordance with the requirements of personal data protection laws of the European Union as defined in the GDPR.

By submitting your data you agree that the data shall be processed and stored for the

duration of the purpose indicated herein and in cases provided for by applicable laws after initial processing as long as it would be required.

The data collected will not be transferred to third parties, except for Harlands Group, for billing and Aviva for insurance purposes, if that would be required for data processing within the purpose indicated herein or in case such duty is imposed by applicable laws.

## **CCTV**

We have CCTV cameras in all clubs to protect and safe guard your child.