



# Membership Terms & Conditions

## Introduction

At Gymfinity Kids we know that parenting can sometimes feel like a bit of a balancing act. So, to help you get the best out of Gymfinity Kids we've made our terms and conditions easy for parents to follow. After reading through our terms and conditions, if you have any questions a member of our team will be happy to help you.

To help make these terms and conditions simple, we have split them into two parts:

### Part A - Membership terms and conditions

We kindly ask all our members to keep to the same terms and conditions. This section also includes our privacy policy and cookies and helpful information on our fees.

### Part B – Golden rules and regulations for using our facilities

We can't create the best gymnastics and ninja clubs in the world without the help and support of our wonderful parents. So, we kindly ask all members to read through our golden rules and regulations, so we can offer an enjoyable and safe environment for everyone.

This section also includes useful health and safety information as well as more about our club facilities and the services we provide.

### Definitions that apply to this document:

**You** – the lead adult member

**Linked member** – children linked to your membership attending classes, birthday parties & holiday camps and any other onsite activity can be aged between 0years-16 years old (Set age restrictions on all activities must be adhered to. Please speak to you club for further information).

**Your membership** – your membership at Gymfinity Kids including your linked members

**We and us** – Gymfinity Kids Limited

**Your club** – the Gymfinity Kids Club which you are joining

Please be aware that these terms and conditions replace any previous versions and apply at all times.



## Part A - Membership terms & conditions

### Principle terms for members

- This agreement starts once you have shown your acceptance in the 'declaration' section of the web sign-up process.
- An adult must sign-up to the membership process on behalf of the child and where these terms refer to 'you' it will be to the adult who is able to conclude this agreement. Children attending classes, birthday parties, holiday camps and any other onsite activity can be aged between 0 years-16 years old.
- This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted.
- You cannot transfer this agreement to anyone else.

### Fees Charges & Membership

- The joining fee will be collected from you by us via credit/debit card at the point of sign-up. The first linked member will be charged at £30.00 and any additional linked members will be charged at £5.00.
- Your monthly fee will be taken at the point of sign-up, this initial fee will be taken as part of your first month's payment. Your ongoing monthly membership fee will then be taken on or around 1-month after your first class. This means, if your child attended their first class on 14<sup>th</sup> July, the date that the ongoing monthly membership fee will be taken is on or around 14<sup>th</sup> of each month hereafter. This payment will be taken by the card you initially use at the point of sign-up. The monthly fee equals the weekly class price, multiplied by 52 weeks, divided by 12 months.
- You are able to amend your membership by visiting the Parents Area of the website and using your password and email address that you entered at the join-up stage, to log in.
- You can add a bolt-on to your membership at the point of sign-up or at a later stage of your membership in the Parents Area.
  - Skills tracker will allow you to view your child's progression in their class by receiving regular updates via the Parent Zone app. If you add this to your membership, you will receive an email from your next payment date, which will allow you access to the Parent Zone area where you can view the app.
  - By adding this bolt-on to your membership you give us permission to create a Parent Zone account on your behalf.
  - By adding this bolt-on to your membership you agreed to your monthly fee being increased accordingly.
  - You must purchase skills tracker per child.
- If a scheduled monthly payment fails for any reason, we will attempt to take this payment for a second time 5-days later. At this point an additional £10.00 will be added to your monthly fee as a late fee. To avoid this late fee charge, you can login to your Parents Area and pay the outstanding balance on your account before the 5<sup>th</sup> late day.
- Should the second attempt to take this payment not be successful, your membership will be cancelled after 72 hours and your child will no longer be able to attend their class.
- You can amend or cancel your membership subscription by visiting the Parents Area. Should you cancel your membership we will contact you to inform you of this. Please note, by cancelling a subscription, you will lose access to that class the day that your next payment would have been due. No refunds will be issued.
- You may end your membership and/or a single subscription or bolt-on at any point by logging into the Parents Area.
- In the above circumstance, your membership and/or subscription or bolt-on, will cancel with immediate effect following Gymfinity Kids Ltd receiving the cancellation notification.
- On the very rare occasion we may need to cancel a class, if this does happen, we will try to contact to you prior to the class and will also arrange a replacement class.
- Replacement award booklets will be charged at £2.99

- You can add an additional class or child to your membership at a later date. You will be subject to paying a pro-rata (mid-month) payment to cover your membership costs until your next full months payment. You may also be subject to a joining fee.
- We may charge a joining fee at the point of signing up or when adding another child to your membership. From time to time we may discount this joining fee rate using a promotional discount code.
- We may promote an offer using a promotional code. This code can discount joining fee, monthly subscription fee, holiday camps and other events. Please note these offers may end at any time.
- Be aware, if you are unable to attend a holiday camp these are non-refundable. However, if you contact a member of our team, we may be able to transfer your day depending on availability.
- Joining Promotional offers are for new members only and cannot be used in conjunction with any other offers.
- A promotional code must be used at the point of sign up to guarantee the offer, refunds will not be given if a code is not used.
- Promotional offers are limited offers and can be ended at any point.
- A code may be removed if there is found to be misuse of the code.
- Refunds will not be given if a membership is not used but payment is still being taken from an account.
- It is the parent/guardian's responsibility (not Gymfinity Kids) to ensure that the data entered at the sign-up stage is correct for both adult and child. Failure to do so, may result in the membership (including, but not limited to classes, holiday camps and parties) being terminated. Gymfinity Kids cannot be held liable if data entered is incorrect.

## **Promotions**

### **Price for Life**

*We're happy to help! So please remember to speak to our membership service team before to make any changes, as this may affect the cost of your membership.*

- This introductory rate cannot be used in conjunction with any other offer.
- Please note, if you cancel your membership or fail to pay your fees you will lose your price for life offer. If you do decide to leave and then wish to re-join you will pay the current selling price.
- Your price for life offer cannot be transferred to another child, upgraded class or another Gymfinity Kids club. If you would like to add an additional class or add an additional child to your subscription you will pay the current selling rate.
- If at a later date, you wish to change to a multi-hour class, for example our two-hour classes or squad classes, you will pay the difference from your price for life and any additional hours.
- If your child moves from preschool to recreational class, you will pay the price for life rate at the original introductory offer rate i.e. an increase from the preschool price for life at £7.99 to the recreational price for life at £8.99 per class.
- Applies to pre-opening clubs only, as an introductory offer which may be removed at any time.

### **3 Month Offer**

*We're happy to help! So please remember to speak to our membership service team to make any changes, as this may affect the cost of your membership.*

- This introductory rate cannot be used in conjunction with any other offer.
- Our 3-month offer allows you to sign up to our Gymfinity Kids club membership at a lower rate for the first 3 months, this rate will then increase after 3 months of being a member to the current selling price.
- Please note, if you cancel your membership or fail to pay your fees you will lose your offer price. If you do decide to leave and then wish to re-join you will pay the current selling price.

- Your offer cannot be transferred to another child, upgraded class or another Gymfinity Kids club. If you would like to add an additional class or add an additional child to your subscription you will pay the current selling rate.
- Applies to pre-opening clubs only, as an introductory offer which may be removed at any time.

## Refer a Friend

All Gymfinity Kids members are welcome to take part in the 'refer a friend' offer, T&C's apply:

- Offer is throughout the GK estate
- To be in with a chance of winning you must: register your friends name and email address via the link on the GK newsletter. Your friend must join Gymfinity Kids. You must be a member to register a friend and must still be an active, paying member, not in default at the point of the competition being drawn. You must be over the age of 18yrs to enter.
- You can refer as many friends as you like.
- The prize is up to the value of £3000. 3-night stay for 2 adult and 2 children.
- Winner selected at random
- Prize is non-transferable, non-exchangeable and no cash alternative prize.
- The winner is responsible for all related costs and the winner must organize their own travel insurance.
- Prize includes, return economy flights, min 3star hotel, and breakfast.
- The winner is solely responsible for insuring their have valid travel documentation inc: but not limited to: passports, visa, visa waiver.
- In the event that for reasons beyond Gymfinity Kids reasonable control and not related to a winner, and we are unable to award the prize as described in the T&C's we reserve the right to award a prize of similar nature & value at our sole discretion.

## Our Payment Provider

Adyen is fully PCI DSS 3.2 compliant as a Level 1 Service Provider, which is the key security standard within the payments industry.

Adyen is fully supervised by the Dutch Central Bank as a financial institution and complies with the European Union regulation applicable to the provision of payment services (Directive EU 2015/2366) and any other requirements applicable to the financial services it provides. Adyen is compliant with ISAE3402/SOC 1 (Service Organizational Control 1), which evaluates and tests the internal controls around financial reporting of a service organization. It reflects the compliance with policies and procedures of the service organization through monitoring, training, and checks on policies and procedures.

Adyen's Checkout solution provides a highly secured payment solution for Gymfinity Kids members and accepts credit card payments whilst outsourcing many of the requirements for PCI DSS to Adyen. Checkout complies fully with PCI SSC requirements for 'strong cryptography'.

- Cardholder data is only entered on page elements served from Adyen, wrapped in iframes on the members browser, and is never exposed to the Gymfinity Kids ecommerce environment.
- The encrypted cardholder data is sent directly to Adyen, without ever touching Gymfinity Kids ecommerce environment.

## Prices

- From time to time we may increase the price of membership. We will give you at least 30-days' 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 the right to end your membership in line with the membership terms and conditions. If you do not end your membership by the date given to you in the notice, then the price of your membership will be increased in line with our notice.
- Price increases are communicated to members via email to the email address used in the sign-up process.
- We may offer an exclusive pre-sale offer, this offer may increase at any time, limited spaces available.
- We may increase our advertised rate at any time, please see the website for the most up to date pricing.

### **Money Back Guarantee**

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. For example, if your membership fee is £15.00 per month and you cancel your membership after 10 days of it commencing (having asked us to start it immediately) we would refund you £10.00, keeping £5.00, which represents the membership you had used up to the point of cancellation.

In the instance of a party booking, 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 one 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 no refund for cancelled children.

In some locations we do not offer trial classes. You can join as a member and should you wish to not continue with the membership after your first class you can cancel and receive a full refund. You must email [info@gymfinitykids.com](mailto:info@gymfinitykids.com) before your second class to inform us that you wish to cancel and for the refund to be processed. Please note, it may take up to 14 days for the refund to go into your account.

### **Liability**

- 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.
- We do not accept liability for damage or loss to your property or a guest's property that may happen in the club or within the area of your club or any other Gymfinity Kids club, other than the liability which arises from our negligence or our failure to take reasonable care.
- We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of your club or any other Gymfinity Kids Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

### **Miscellaneous Terms**

- We may assign the benefit of this agreement and our rights to a third party on notice to you. Your rights under this agreement will not be prejudiced.
- 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 the resources we have to ensure that such closures are outside of busy periods and are kept to a minimum, in both duration and frequency. If such events happen, we will offer you a catch-up class or credit you for this lost time.
- 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.
- This agreement is governed by English Law.
- We do not allow pets (except for registered working assistance dogs) in the club.

## 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 adult's information for 3 years. Children's data we store until the child is 21 years 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 coach, 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:** Members can update their personal information and preferences by visiting the Parents Area. 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?** 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, for payment and 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 safeguard your child and only in the main public areas of the gym and entrances and exits. Please visit our website to view the CCTV policy for further details.

## Part B – Golden rules and regulations for using our facilities

One of our goals is to create a special place full of encouragement, inspiration and motivation. We can't create this place without the help and support of our wonderful parents and children. So, we kindly ask all members to read through our golden rules and regulations.

### Golden rules for kids:

- **Uniform** - Gymfinity Kids must all wear the right clothing for their class, which is shorts and t-shirt, leggings and a t-shirt or leotard. Remember, no footwear is allowed on the gym floor. Long hair needs to be tied back and take off any jewellery– if ears have recently been pierced, they must be covered up with sticky tape or plasters.
- **No food** - It's thirsty work being a Gymfinity Kids so remember to bring a water bottle to your class. Remember no food or chewing gum is allowed onto the gym floor at any time.
- **Respect** - We all matter at Gymfinity Kid and only the "nicest humans in the world" are coaches, so we ask everyone at our club to treat others the way they would like to be treated, with respect. We also kindly ask all Gymnasts and Ninja Knights to treat all equipment with respect too.
- **Be Safe** - We want to make sure everyone in the club stays safe. This means listening to your coach's instructions and at the end of your class waiting patiently for your parent to collect you.
- **Have fun & celebrate** - Not only do we want to teach you all how to be great Gymnasts and Ninjas Knights, we also want to create great sportsmanship and have lots of fun learning. Cheer your friends on and celebrate their achievements too!

### Golden rules for grown-ups:

- **Be on time** - We understand how parenting can sometimes feel like a bit of a balancing act, so we kindly ask all our parents to try their best to arrive 5 minutes before their child's class begins.
- **Language** - We want to make sure our clubs are family friendly, so we ask all our parents to be mindful of the language they use whilst in the club.
- **Don't distract** - Try your best not to distract any child before they perform a move. We want to keep all children safe whilst they are training, so it's important they have time to focus on learning and have fun mastering new "superhero flying tricks".



- **Keep us in the loop** - We want your child to get the most out of their tailored gymnastics or ninja classes. So, we ask all our members to keep us in the loop with any changes. If your child is going to miss their class due to illness, injury or holiday let us know.
- **Encourage** - Not only do we want to create great gymnasts and ninjas; we also want to create great sportsmanship. We ask all members to set a good example by encouraging not only their own child but others too.
- **Stay safe** - We are fully committed to safeguarding and promoting the well-being of all our members. So, members are encouraged to be open and share any concerns or complaints that they may have with the Club Manager directly. Please note it is also the parent's responsibility to ensure that their child safely enters and leaves the gym floor before and after their session.

At Gymfinity Kids we're committed to following principals of equality and good moral and ethical frameworks. We encourage people from all communities to get involved, because we agree the following:

- Everyone must respect the rights, dignity and worth of every human being.
- People must be treated fairly and equally regardless of gender, age, ethnic origin, religion, political persuasion or disability.
- An equal and professional service will be provided for all participants and discrimination through race, gender or disability will not be tolerated.
- Sexual and racial harassment and discrimination will not be tolerated

### **Regulations:**

At Gymfinity Kids we don't tolerate any person being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from your club and all other Gymfinity Kids Clubs and to cancel your entire membership.

We may also cancel your entire membership in the following circumstances:

- If you or a linked member breaks or repeatedly breaks this membership agreement or the Golden rules.
- If, with your knowledge or permission, another person uses your membership to get into any club.
- If you, your linked member or guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at any club.

### **Lost Property**

- Lost property will be kept in club for one week and then disposed of. Please contact your club reception team if you lose something in club.

### **Sickness**

- 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.
- 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 48 hours.
- You should not visit the club if you or your child have an infectious illness or condition.
- Any lifesaving medication such as epi-pens or inhalers can be administered at the discretion of a first aider.

### **Facilities and services:**

## **Gymnastics and Ninja Programs**

Our mission is to deliver the very best child-focused gymnastics and ninja programs in structured classes that adapt to each child's ability. Every class your child spends with one of our coaches is designed to focus on developing their skills.

### **We provide:**

- Safe, state-of-the-art, purpose-built clubs with traditional gymnastics equipment and a ninja course.
- Recreational gymnastics and ninja programs for children aged 4.5 – 16 years that follow an award scheme.
- Members with a guaranteed space on a weekly class and prices may vary per club.
- Fully qualified and DBS checked Coaches that lead the gymnastics and ninja programs.
- Club Week every 3 months, which is an opportunity for parents to come and celebrate their child's developments with us.
- Each child will receive regular reviews 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.
- Annual friendly in-house competitions for members, subject to availability limited space available.
- A viewing area for parents/guardians. Gymfinity Kids reserves the right to restrict numbers of admission to those viewing, per child, to enable access to all.

### **Pre-school Program:**

- Pre-school programs for children walking – 4.5 years that follow an award scheme.
- Club Week every 3 months, which is an opportunity for parents to come and celebrate their child's developments with us.
- Each child will receive regular reviews 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.
- Members with a guaranteed space on a weekly class and prices may vary per club.
- Fully qualified and DBS checked Coaches that lead pre-school programs.
- A 30-minute baby balance classes for children aged 3 months – walking, these maybe subject to a fee in some clubs.
- A viewing area for parents/guardians. Gymfinity Kids reserves the right to restrict numbers of admission to those viewing, per child, to enable access to all.

### **Birthday Parties:**

- Parties are subject to availability and limited spaces are available on a first come first served basis. Please contact your club well in advance to avoid disappointment and prices may vary per club.
- We provide the party room for 30-minutes at our club and 1 hour of activity on our gym floor.
- Your club will be able to provide food at an additional cost, please make apparent any allergies.
- Should you be holding your child's birthday party with us you will be asked to provide a completed waiver for every child attending the party/event. document. Any child without a completed waiver will not be able to participate.
- 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. We kindly ask all parties to vacate the party room on time.

### **Holiday Camps:**

- Holiday camps are from 8.30am-4pm Monday to Friday during the school holidays, these dates and prices may vary per club.
- Holiday camps are subject to availability, limited space available on a first come first served basis.

- Holiday camps can be booked by both members and non-members via the Parents Area of the website. Payment is made at the point of booking.
- Children must be aged between 6yrs-16yrs to attend holiday camps, the age restrictions on all activities must be adhered to.
- Please be aware, if you are unable to attend a holiday camp these are non-refundable. However, if you contact a member of our team, we may be able to transfer your day depending on availability.

## **Health and Safety**

At Gymfinity Kids we recognise the duty we have under the health and safety acts and regulations to ensure the safety, health and well-being of children, coaches and parents when they are involved in club activities.

In particular we recognise our responsibility to:

- Provide a safe and healthy training environment for children and coaches through assessing the risks associated with participation and controlling them to ensure they are minimised.
- Ensure that adequate arrangements are in place in the event of an accident, fire or other incident.
- Ensure that coaches and helpers have the appropriate coach training.
- Keep our arrangements under review and introduce additional measures considered necessary and practical in relation to the operation of the club business.

In turn we ask our members to:

- Comply with the Golden Rules which are displayed prominently in the Club and in the terms and conditions. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
- Pay particular attention to all signs relating to health and safety in our clubs. If you do not understand a notice or sign, please ask one of our team members at the club. Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.
- If you suffer an accident or injury on our premises, please report it and the circumstances under which it happened to the Club Manager or a team member immediately.
- For legal and health reasons, you must not smoke while using any of the club facilities.
- Please note it is the parent's responsibility to ensure that their child safely enters and leaves the gym floor before and after their class. Parents must be onsite 5 minutes before the class has ended and be ready to collect their child.
- You should not visit the club if you or your child have an infectious illness or condition.
- Please also read the information detailed on our Safeguarding policy, which is available on our website [www.gymfinitykids.com](http://www.gymfinitykids.com).

## **Information About Us**

We are a company registered in England and Wales. Our company registration number is 10375476. If you have any questions or if you have any complaints, please contact your club directly. The phone number for each club is on the website.

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 (location))@gymfinitykids.com i.e. [Reading@gymfinitykids.com](mailto:Reading@gymfinitykids.com)