



Gymfinity Kids

CLUBS & NURSERIES

CLUB MEMBERSHIP TERMS & CONDITIONS 2021



INTRODUCTION

At Gymfinity Kids we know that parenting can sometimes feel like a bit of a balancing act. To help make these terms and conditions easy to read, we have split them into two parts:

PART A - Membership terms and conditions

The terms in Part A tell you about who we are, your membership with us, how you and we may change or end your agreement with us and other important information.

Please note you **must** be a member to attend a Gymfinity club unless it is for the sole purpose of attending one of our holiday camps or a Birthday party. The terms in this Part A will apply to the lead adult booker ("**holiday camp adult**") and your holiday camp attendees ("**holiday camp attendees**") (where applicable) and or a parent booking a birthday party or a parent registering their child as a guest at a birthday party.

PART B – Golden rules and regulations for using our facilities

The terms in Part B set out the rules and regulations that apply at all times to all of our members (including their linked members), all holiday camp adults and any holiday camp attendees and birthday party adults and attendees. These are necessary to make sure we can offer a FUN and safe environment for everyone who attends a Gymfinity Kids club.

Together, Part A and Part B form the "**agreement**" between you and us.

Definitions that apply to this agreement:

you and your – the lead adult member and the holiday camp adult.

linked member – anyone who is linked to your membership, including (but not limited to) children attending Gymfinity Kids classes, birthday parties, holiday camps and all other activities at a Gymfinity Kids club. For holiday camp adults, this is your holiday camp attendee(s)

your membership – your membership with us including all of your linked members

we, us and our – Gymfinity Kids Limited (company number 10375476)

your club – the Gymfinity Kids club that you have applied to join or the club your holiday camp attendees will be attending

Please note that additional terms and conditions apply to our promotions and bolt-on purchases, details of which can be found on our website from to time.



PART A - Membership terms & conditions

1. Information about us and how to contact us

- a. We are Gymfinity Kids Limited a company registered in England and Wales. Our company registered number is 10375476 and our registered office is at Manor Farm, East Tanfield, Ripon, North Yorkshire, England, HG4 5LN.
- b. If you would like to contact us by telephone, please contact your club. The phone number for each of our clubs is on our website.
- c. If you would like to contact us by e-mail, or if any clause in this agreement requires you to give us notice in writing, please e-mail us at info@gymfinitykids.com.

2. Your Membership

- a. You must be over 18 to apply for a membership with us.
- b. This agreement will come into existence once we contact you to confirm your membership application has been accepted by us. For holiday camp adults, this agreement will come into existence once we have accepted your application for your holiday camp attendees attend any of our clubs.
- c. Your membership will be in your name and any linked members will be linked to your membership.
- d. You must designate another parent/guardian who is also entitled to attend your club with your linked members if you are unable to attend.
- e. Your membership entitles your linked members to attend the activities you have purchased for them at your club only unless otherwise agreed with us as part of a promotional offer or competition.
- f. When off the gym floor, children must be supervised at all times when at your club by a parent or guardian aged 18 or over and remain the responsibility of the parent or guardian at all times when at your club unless you have designated your linked member(s) as an "independent linked member" under clause 11 of this agreement.

3. Fees

- a. You will need to pay a joining fee when you join. This joining fee will be notified to you by us at the relevant time.
- b. You will also need to pay your firstly monthly fee in advance when you join. The monthly fee will be notified to you at the time of joining and will be based on the prices on our website.
- c. Your ongoing monthly fee will then be debited from your account around one month after your linked member(s)' first class at your club. This means, if your linked member(s) attended their first class on 14th July, the date that the ongoing monthly membership fee will be debited from your account on or around the 14th of each month hereafter. This payment will be taken by the card you initially use at the point of sign-up.
- d. You must pay your membership fee by making regular monthly payments to the account notified to you by us from time to time.
- e. Your monthly membership will not be refunded due to your failure to use your membership.

4. Your right to change your mind

- a. **You have a legal right to change your mind about joining us and receive a refund.** These rights are contained in the Consumer Contracts Regulations 2013 and allow you to change your mind at

any time up to **14 days after the start of your membership**. You must give us notice (in writing) to e-mail address set out in clause 1(c) above that you wish to cancel your membership within the 14 day timeframe so we can refund you. If you have already started using your membership within this 14-day timeframe, we will charge you a proportion of the monthly fee to cover this period and we will refund the balance of any fees you have already paid.

5. Amendments to your membership fees

- a. From time to time we may increase the price of your 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 this agreement. 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.
- b. Price increases are communicated to members via email to the email address used in the sign-up process.
- c. We reserve the right to increase our advertised prices at any time.

6. Changing your membership

- a. You are able to amend your membership by visiting the "Parents Area" on our website. To log in to the Parents Area ([here](#)), you will need to use your password and email address that you selected when applying for your membership.
- b. You may add additional classes to your membership after the point of sign-up subject to your club's availability and our acceptance of your request. You will pay a pro-rata (mid-month) payment to cover your additional membership costs until your next full month's payment.
- c. You may add additional linked members to your membership subject to your club's availability and our acceptance of your request. If we permit you to add additional linked members, we are entitled to charge you a joining fee per Linked Member. Such joining fee(s) will be notified by us to you at the relevant time. You will also pay a pro-rata (mid-month) payment to cover your additional membership costs until your next full month's payment.
- d. You may also add "bolt-ons" (enhanced features/additional services) to your membership at the point of sign-up or at a later stage of your membership in the Parents Area ([here](#)). Available bolt-ons will be notified to you from time to time or advertised on our website. Extra terms and conditions may apply to bolt-ons and may increase your monthly fees.

7. Your rights to cancel your membership

- a. You can cancel your membership by logging into your Parents Area ([here](#)). Once you have done this, we will contact you to confirm cancellation. Please note that your cancellation will become effective on the date of your next monthly payment and at this point your linked member will not be able to your club. No refunds will be issued.
- b. You can also visit your Parents area ([here](#)) to cancel any bolt-ons that you have purchased. Your cancellation will become effective from your next payment date and from this point you will lose access to that bolt-on.

8. Our right to cancel your membership

- a. We are entitled to cancel your membership if you or any of your linked members are being (or are threatening to be) verbally abusive, intimidating, threatening to anyone working or attending any of our clubs. We are also entitled to permanently ban you and your linked member with immediate effect from your club and from all of our other clubs in these circumstances.
- b. We may also cancel your membership in the following circumstances:
 - i. If you or a linked member breaks or repeatedly breaks this agreement.
 - ii. If, with your knowledge or permission, another person uses your membership to gain access to any club.

- iii. 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 your club or any other of our clubs.
- iv. If you have provided us with incorrect data in relation to you or your linked members.

9. Your failure to pay

- a. If you do not pay your membership fee when it is due, 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 ([here](#)) and pay the outstanding balance on your account before the 5th late day.
- b. Should the second attempt to take this payment not be successful, your membership will be cancelled after 72 hours and your linked member will no longer be able to attend any scheduled classes at your club.

10. Safeguarding, health and safety

- a. You and your linked members must 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 and your linked members should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.
- b. 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.
- c. Your linked members participate at their own risk and you are obliged to inform us of any existing injuries or medical conditions for all linked members. You must inform us of any known medical conditions at the beginning of your membership and you must notify us of any changes immediately in writing.
- d. If your linked member is unwell or has an accident requiring emergency treatment and you are not in the immediate vicinity of your club, you will be contacted via the emergency contact details you have provided to us. If your linked member's injury or condition requires it, we will arrange for an ambulance to be called to your club or arranged for your linked member to be taken to a hospital to receive the treatment they require. For this reason, you must always be contactable whilst your linked member is attending your club.
- e. You are solely responsible for ensuring that the emergency contact details we have for you are correct and up to date.
- f. Your club has its own welfare officer so please feel free to ask for them at reception if you would like to speak to them regarding any welfare issues. The welfare officer is the club manager in each club.
- g. For legal and health reasons, you must not smoke while using any of the club facilities.
- h. It is your responsibility to ensure that all of your linked members safely enter and leave the gym floor before and after their class. You must arrive 5 minutes before the class start time.
- i. Please also read the information detailed on our safeguarding policy, which is available on our website www.gymfinitykids.com.

11. Independent linked members

- a. The safety of your linked member(s) is paramount to us at all times and, for this reason, we have very secure access controls in place at all of our clubs which means your linked member(s) cannot exit your club without you being with them. If, for some reason, you wish to change this so that your linked member may attend or exit your club on their own (an "**independent linked member**"), you must either (i) make this selection in the Parents Area ([here](#)); or (ii) notify us in writing. Your request to change the access controls we have in place is based solely on your informed assessment and knowledge of your linked member (as their parent or guardian). We recommend that independent linked member(s) should not be below the age of 12 years old.
- b. Please note that a request to change the access controls under clause 11(a) above will change the access controls for your linked member from that point onwards (each and every time they attend your club). If you decide that you no longer wish for your linked member(s) to be

independent linked member(s), you can opt-out of this selection in the Parents Area ([here](#)) or by notifying us in writing.

- c. In the event that you or we have cancelled your membership and despite the fact that the membership is no longer live, your independent linked member attends our club, we will allow them to enter your club for safety reasons only but they will not be able to attend any classes and we will contact you to come and collect them as soon as possible.
- d. **Please note any request to designate your linked member(s) as independent linked member(s) will mean that responsibility for such linked member will remain with us whilst they are onsite at a/your club but will immediately pass to you once they have exited your club and are no longer on our premises.**

12. Sickness

- a. If your linked member(s) become ill during their class, you will be contacted and asked to pick them up/remove them from the club as soon as possible.
- b. Should your linked member have an infectious disease (such as an eye/ear infection or sickness) they should not return to your club until they have been cleared for at least 48 hours.
- c. You should not visit the club if you or your child have an infectious illness or condition.
- d. Any lifesaving medication such as epi-pens or inhalers can be administered at the discretion of a first aider.

13. Promotions

- a. We run a variety of promotional offers and details of these are available on our website.
- b. If you use one of our promotional offers, your membership will be subject at all times to:
 - i. this agreement; and
 - ii. the promotional offer terms and conditions.
- c. If there is a conflict between this agreement and the promotional offer terms and conditions, the terms of this agreement shall prevail.

14. Party bookings

- a. 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.
- b. We provide you with a designated area for the exclusive use of your party for 30-minutes at our club and 1 hour of activity on our gym floor.
- c. Your club will be able to provide food at an additional cost, you must state all dietary requirements.
- d. 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. Any child without a completed waiver will not be able to participate.
- e. You can gain access to the party area no more than 15 minutes before the food is served. For example, if your party is due to start at 4pm and food is served at 5pm, you can gain access to the party area at 4:45pm.
- f. You must vacate the party area on the time notified to you by us.
- g. 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.

15. Holiday camps

- a. Our clubs run holiday camps during school holidays (dates and price may vary per club).
- b. Holiday camps are subject to availability, limited space available on a first come first served basis.

- c. Holiday camps can be booked by both members and non-members via the Parents Area ([here](#)) of the website. Payment is made at the point of booking.
- d. Children must be aged between 6yrs-14yrs to attend holiday camps, the age restrictions on all activities must be adhered to. If your linked members attend any of our holiday camps and are not within our age restrictions at their time of their attendance at the holiday camp, we reserve the right to immediately cancel their attendance and we will contact you and ask you to come and collect your linked member(s) as soon as possible. Your linked member(s) will not be able to attend any activities on any days that you have booked for them at the holiday camp.
- e. Holiday camp cancellations are non refundable.

16. Linked members

- a. You remain responsible for your linked members and you must ensure that they are adequately supervised at all times.
- b. You remain responsible for ensuring that they are complying with the terms of this agreement at all times.

17. Liability

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by any event that is outside of our reasonable control.
- b. 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.
- c. 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.
- d. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence of our employees, agents or subcontractors.
- e. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

18. Freezing your membership

- a. We understand that circumstances can change and that from time to time you may need to temporarily freeze your membership.
- b. If you want to freeze your membership, you can request to do so by completing a freeze request form (which is available in the Parents Area ([here](#))). We must receive your freeze request form at least 14 days prior to the payment date you would like to freeze your membership in respect of.

If you fail to give us such notice, we will be unable to freeze your membership for your required payment date and we will not refund any fees paid before your membership was frozen.

- c. We charge an administration fee of £10 per linked member you wish to freeze your membership in respect of. For example, if you would like to freeze your membership in relation to 2 of your linked members, you will need to pay £20 in total.
- d. You may freeze your membership for up to one month only and in respect of one payment date only.
- e. You are not entitled to freeze your membership more than once in every 12-month period.
- f. We will automatically start taking your membership fee again, on the payment date following the payment date you froze your membership in respect of.
- g. If you wish to resume your membership before freezing of your membership has expired, you may do so provided that you contact our Member Services team, You must pay a fee that will be calculated on a pro-rata basis and notified to you by our Member Services team.
- h. If you have chosen our upfront payment offer and freeze your membership, we will extend your membership period by one full calendar month.
- i. Your linked members will not be allowed to use your club whilst your membership in respect of them is frozen.

19. Changes to this agreement

- a. We may make reasonable changes to this agreement at any time as long as we give you notice before we make the changes.
- b. We may transfer our rights or obligations (or both) under this agreement, or subcontractor our obligations under it, to another organisation without giving you notice.

20. Force majeure clause

- a. In this agreement, the term “Force Majeure Event” means: any circumstances beyond our reasonable control including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), acts of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including without limitation those caused directly or indirectly by the coronavirus (COVID-19) outbreak), sanctions, embargo, accident, power failure, breakdown of plant or machinery, fire, flood, drought, storm, earthquake or other natural disaster, disease, epidemic, pandemic or other notifiable disease, default of suppliers or sub-contractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts or machinery, or import or export regulations or embargoes.
- b. If we are prevented, hindered or delayed in the performance of any of our obligations under this agreement (in whole or in part) by a Force Majeure Event, or if such performance is rendered more onerous (in whole or in part), we shall have no liability or be deemed to be in breach of this agreement in respect of the performance of such of our obligations as are prevented by the Force Majeure Event during the continuation of such Force Majeure Event, and for such time after they cease as is necessary for us, using all reasonable endeavours, to recommence our affected operations in order for us to perform our obligations, and the time for performance of any obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or prevented.
- c. We shall as soon as reasonably practicable, serve notice in writing on you specifying the nature and extent of the circumstances giving rise to the Force Majeure Event.
- d. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not release you from your obligation to pay any sums due under the terms of this agreement unless otherwise agreed by us in writing.

21. Other important terms

- a. We will need to process the personal data of you, your children and any other adults or children in your party. We have a separate privacy notice that explains what personal data we collect about you, what we will do with it, how we look after it and what rights anyone has in connection with the data about them that we process. A copy of this notice can be found on our website (www.gymfinitykids.com) and may be updated from time to time.
- b. Lost property will be kept in your club for one week and then disposed of. Please contact your club reception team if you have lost something.
- c. We do not allow pets (except for registered working assistance dogs) in the club.
- d. If we need to cancel a class on the day, we will try to contact to you prior to the class to let you know.
- e. There may be occasions where we have to close all, or part of, your club. We will try to let you know about such closures in advance of them taking place, unless the problem is urgent or an emergency.
- f. This agreement is between you and us and no other person shall have any rights to enforce any of its terms.
- g. This agreement replaces any previous versions and applies at all times.
- h. This agreement is governed by English Law and subject to the jurisdiction of the English courts.

PART B – Golden rules and regulations for using our facilities

Definitions that apply to this Part B:

children – any of your linked members

parents – you

Golden rules for kids:

- **Uniform** – Children must all wear the right clothing for their class, which is shorts and t-shirt, leggings and a t-shirt or leotard. No footwear is allowed on the gym floor. Long hair needs to be tied back and all jewellery must be taken off. All piercings must be covered at all times.
- **No food** – Our classes are thirsty work 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 clubs 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 / guardian to collect you.
- **Have fun & celebrate** - Not only do we want to teach you all how to be great Gymnasts and Ninja 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.
- **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 an encouraging environment. 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 club before and after their class.

