



# Gymfinity Kids

## CLUBS & NURSERIES

PROMOTIONAL TERMS & CONDITIONS 2021



## INTRODUCTION

We run a variety of promotional offers from time to time in order to provide you with a tailored and flexible service. The details of our current promotional offers and the terms that apply to such promotional offers are set out below. The definitions used in our membership terms and conditions apply to these terms and conditions.

### 1. General

- a. If you choose to use one of our promotional offers, our membership terms and conditions ([www.gymfinitykids.com/terms-and-conditions/](http://www.gymfinitykids.com/terms-and-conditions/)) will apply in full at all times to your membership.
- b. You will not be entitled to a refund (in whole or in part) if you try to use a promotional offer for your membership after your membership has commenced with us.
- c. Once you have chosen to use one of our promotional offers, you cannot without our prior written consent (and which may be subject to the payment of additional fees):
  - i. transfer such promotional offer to apply in respect of your membership for another linked member;
  - ii. upgrade the class; or
  - iii. use your promotional offer at another one of our clubs.
- d. If you would like to add an additional class or add an additional linked member your membership, you will be charged the membership rate in force at that time.
- e. All of our promotional offers are mutually exclusive and cannot be used in conjunction with each other.
- f. Where we issue codes for a promotional offer, you must quote the correct code at the point you join one of our clubs.
- g. Subject to clause 1(h) below, the promotional offer will only be valid for the period detailed within the promotional literature.
- h. We reserve the right to cancel and/or withdraw any of our promotional offers at any time, notwithstanding any validity dates notified on the promotional literature. We will notify you by email and put up posters at our clubs if we cancel any of our promotional offers prior to their expiry date.
- i. If you cancel your membership at any time or fail to pay your fees, you will immediately lose access to any promotional membership rate. If you then re-join one of our clubs, the applicable rates will be the membership rates in force at that time.
- j. Please see further details in relation our promotional offers on our website [www.gymfinitykids.com](http://www.gymfinitykids.com).

### 2. Price for life offer ("Price for Life Offer")

- a. The Price for Life Offer allows you to join one of our clubs at a price for life. The Price for Life Offer entitles you to one single hour class per week for one linked member.
- b. The membership rate that will apply to your Price for Life membership will be the membership rate in force at that time.
- c. If, following commencement of your membership using the Price for Life Offer, you wish to:
  - i. change your membership to include a multi-hour class;
  - ii. add an additional class; or

- iii. add an additional linked member to your membership, then you will pay the membership rate(s) in force at that time for doing so.
- d. If your linked member moves from preschool to recreational class, you will pay the Price for Life rate at the original introductory offer rate, but you will be responsible for topping up the increase from the preschool price for life (e.g. £7.99) to the recreational price for life (e.g. £8.99 per class) as your Price for Life offer relates to the price we agreed when you joined.
- e. The Price for Life Offer applies to selected new clubs only as an introductory offer.

### **3. Three month offer (“Three Month Offer”)**

- a. The Three Month Offer allows you to join one of our clubs at a reduced membership rate (to be agreed with us) for the first three months of your membership.
- b. Once your Three Month Offer has expired, your membership rate will increase to the membership rate in force at that time.
- c. The Three Month Offer applies to selected new clubs only as an introductory offer.

### **4. Upfront payment offer (“Upfront Payment Offer”)**

- a. The Upfront Payment Offer allows you to join one of our clubs and pay upfront, this may or may not include a reduced membership rate. You must make the full payment for the duration of your membership at the point of sign-up.
- b. Once your upfront payment term comes to an end, you will automatically revert to monthly payment. If you wish to continue paying upfront, you can select to do so in the parent’s area.
- c. If you wish to cancel your membership, you can do so by contacting [info@gymfinitykids.com](mailto:info@gymfinitykids.com) and requesting to cancel. You will receive a refund for any full outstanding months remaining from your upfront payment, minus any discount you may have received on joining.

### **5. Free day**

- a. We may run a promotional offer that allows you to bring one child to one of our holiday camps for one day only free of charge from time to time.
- b. Any children attending a holiday camp must:
  - i. be aged 6 to 14 years; and
  - ii. abide by all of our golden rules and regulations (as set out in our membership terms and conditions from time to time).
- c. We may remove your child from one of our holiday camps at any time if they fail to comply with our golden rules. In this circumstance, we will call you and you will be required to collect your child as soon as reasonably practicable.

### **6. No joining fee**

- a. We may run a promotional offer that allows you to join one of our clubs without paying the applicable joining fee from time to time.
- b. If the offer code has expired or become invalid for some reason, you will not be entitled to a waiver of the joining fee and such fee will become payable at the point of sign-up.
- c. September offer; Offer is valid from 1-30<sup>th</sup> September using code GKZEROJF for the Gymfinity Kids Clubs.
- d. Code GKZEROJF removes the joining fee amount at the joining process
- e. Monthly fee still applies
- f. Can not be used in conjunction with another offer
- g. If promotional code is not use the joining fee will not be discounted at joining and a refund cannot be applied.
- h. If there is miss-use of the code the offer maybe ended at any time

### **7. Refer a friend**

- a. We hope that you love using our clubs and that you will invite your friends to join in the fun. From time to time, we may run promotional offers that reward you for doing so. If your referral results in your friend joining one of our clubs whilst one of these promotional offers is running, you will be entered into a prize draw with a chance of winning a holiday selected by us.
- b. You must be a valid member of one of our clubs to benefit from the promotion.
- c. You must be over the age of 18 years to enter.
- d. You can refer as many friends as you like, however, the chance to enter the prize draw will only be valid for the period as detailed on the offer and its promotional literature.
- e. The prize shall include return economy flights to a destination chosen by us, minimum 3star hotel (as chosen by us), and breakfast (up to a maximum of £3,000) and be on dates as selected by us. We will take into account your requests regarding dates but may not be able to accommodate them.
- f. We will run the prize draw promotion from time to time at our discretion and the winner shall be selected at random by us. At the time of drawing, the winner's membership must be paid in full to date. If your membership is not valid on the date the winner is selected, then you will not be eligible for the prize.
- g. The prize is non-transferable, non-exchangeable and no cash alternative will be awarded.
- h. The winner is responsible for all associated costs including:
  - i. travel insurance;
  - ii. any transport cost (including any care hire or costs for missed flights, upgrades);
  - iii. all food and drinks costs; and
  - iv. any other costs or expenses relating to the holiday save for those detailed at clause 7(e).
- i. The winner is solely responsible for ensuring they have valid travel documentation including, but not limited to:
  - i. passports,
  - ii. visa;
  - iii. visa waiver;
  - iv. travel insurance;
  - v. vaccines; or
  - vi. and any other requirements for the notified destination, which must be valid to the return date of travel.
- j. In the event that (for reasons beyond our reasonable control) we are unable to award the prize as described in these terms, we reserve the right to award a prize of similar nature and value at our sole discretion.

