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Terms and Conditions

Please read through this document carefully.

1. Membership and Your Payments

- 1.1 i-star Academy Ltd pricing consists of two parts: (1) the annual membership fee due in September each year, and (2) tuition fees.
- 1.2 Fees do not include holiday camps, workshops, extra rehearsals, competition entry fees, or use of costumes/leotards.
- 1.3 Payment must be made before attending any of our sessions through our website.
- 1.4 Anyone who has not registered and paid online will not be permitted to enter the club. This does not mean that we will end the individual's membership.
- 1.5 If you leave us part way through a block, the payment for the block you have left in will not be refunded. If you do not subscribe to the next block and then change your mind (and want to rejoin at a later date), you may lose your place and have to rejoin a waiting list. If your daughter is part of a squad programme in gym or dance, we require a 4 week block notice (in writing via email).
- 1.6 Refunds will only be given in exceptional circumstances. If you believe you may be eligible for a refund you must submit a written request to <u>info@i-staracademy.co.uk</u> Your request will then be notified if your request has been approved or not.

2. Annual Membership

- 2.1 Annual membership is due every September and can be purchased via our website
- 2.2 Annual membership is non-refundable and non-transferable

3. British Gymnastics Insurance (rhythmic gymnasts only)

- 3.1 You must register through British Gymnastics and pay for your membership with them. This insurance will cover you in the event of accident or injury.
- 3.2 Recreational gymnasts must have Bronze membership. All competitive squad gymnasts must have Competitive membership.
- 3.3 You will not be able to register for sessions at i-star Academy Ltd unless you have completed membership with British Gymnastics and are fully insured.

4. Squad places (rhythmic gymnastics and dance)

4.1 Gymnasts/dancers will be required to trial before they are offered a squad place at i-Star Academy Ltd.

- 4.2 Gymnasts/dancers will only be offered a squad place at i-Star Academy Ltd should the relevant coach/teacher feel that they meet the standard required. Alternatives may be offered if appropriate.
- 4.3 When in a squad training group, attendance, performance and effort will be monitored. Throughout the year gymnasts/dancers will need to show that they can perform at the level required. Gymnasts/dancers may be subject to re-trialling at any time. This means that their performance will be closely monitored and if necessary, an alternative may be offered to better suit their needs.
- 4.4 Rhythmic gymnastics and dance squad members must ensure that they attend all training sessions within 3 weeks of competition. As a team member you must commit to this schedule.
- 4.5 If your child is selected for a squad programme and leaves part way through the season, you may be charged for any additional costs the club has incurred on your behalf.
- 4.6 Loss or damage to leotards or costumes will incur a replacement fee.
- 4.7 Loss or damage of any i-star Academy equipment used will incur a replacement fee.
- 4.8 We encourage our dance squad members to enrich their dance knowledge and experiences by engaging in extra classes in disciplines not offered at i-star Academy LTD. Dancers may also wish to attend external masterclasses, workshops and intensives. We ask that attendance at these extra sessions is only permitted if they do not conflict with their place on the Dance Squad at i-star Academy Ltd. If unsure, please communicate with Maria Foster.
- 4.9 We ask that if any of our squad members would like to be part of another club, studio or similar, that they must inform and request permission from Miss Maria Foster by emailing <u>info@i-staracademy.co.uk</u> Failure to do so may affect their place on the squad team.
- 4.10 By accepting your squad place, you understand and accept the commitment of that place and the cost implications. The cost of the squad will not be altered if you are unable to commit to all of the sessions allocated in term time and in holiday sessions. If you are unable to attend all of the sessions, you will need to get written permission from Miss Maria Foster to ensure that your child still has a place on that squad.

5. Communication

- 5.1 Any parental concerns must be voiced through the correct channels (social media is not considered the correct or appropriate channel). Please contact the Head Coach, Maria Foster on info@i-staracademy.co.uk who will either respond to your concerns or forward on to the appropriate person. Please note that our coaching team must not be disturbed during training hours.
- 5.2 It is your responsibility to check our notice boards and website for updates.
- 5.4 Should you have any concerns regarding child welfare, please contact our Welfare Officer on <u>istarwelfare@gmail.com</u>
- 5.5 Whilst we appreciate that parents may need to contact coaches on occasions, we ask that you are mindful when doing so. Coaches should not be contacted where possible on days off

or on annual leave. Should you contact a coach/teacher outside of their working hours, please be aware that they may not reply until their next working period.

5.6 Should you need general information about your child's gymnastics/dance, please email <u>info@i-staracademy.co.uk</u> to request a meeting (or use the email address specific to your programme. Coaches/teachers will not be available for discussions at training sessions unless arranged in advance.

6. Termination of membership by i-Star Academy Ltd

- 6.1 We may cancel membership in the following circumstances:
 - Customer or the member breaks, or continues to break, this agreement or club rules.

- Customer or the member use rude or abusive language or threaten or use violent behaviour at the club or by phone or email.

- Customer or the member act in a way which disturbs other members or other customers enjoying the club.

- 6.2 If we end the membership for any of these reasons, you will forfeit any payments that you have made, meaning, we shall not issue a refund for any payments made to date. We will also not grant you or the member future application for membership to the club and you or the member shall not be allowed to enter the club.
- 6.3 If we decide to change the location or permanently close the club, we will, where possible, give you 1 months' notice of the change or closure (either in writing or by email).

7. Changing your monthly payments and changing our terms & conditions

- 7.1 As a customer you agree to follow rules of membership. We may make reasonable changes to these rules at any time.
- 7.2 Annual membership rates and monthly tuition fee rates may be increased, known as a 'price increase'. We will give you reasonable notice of any price changes or increases.

8. Changing our class timetables and operating hours

- 8.1 Upon joining, you and the member/s are in agreement that the class times and/or day may change during membership. This is so that we can cater for class demand and to allow members to be in the most appropriate class for their ability and needs.
- 8.2 Members will move into different classes at different times and/or on different days from the class that they originally join, depending on our class timetables.
- 8.3 From time to time we may make class day and time changes mid-term.
- 8.4 We will give reasonable notice of all changes to the class timetables, days and times.
- 8.5 If circumstances that are out of our control (such as a venue double booking) force us to cancel a regular class date we may attempt to offer an alternative class day, time or date to substitute this cancelled class, this is known as a 'make-up class'. If you are unable to attend, or we are unable to provide a 'make-up class' a refund will not be applicable.
- 8.6 If we decide to change the location of the club, we will give reasonable notice of all changes..

9. Medical Authorisation

- 9.1 It is your responsibility as the parent or legal guardian of the member to inform i-star Academy Ltd of any medical conditions or injuries that child (the member) has or has had in the past, which may affect their 'health or safety' when participating in classes and to list any medication that child (the member) is currently taking or needs to use whilst at class. It is also your responsibility to update i-star Academy Ltd in the future with any medical conditions or medication needed that arise after joining that may affect child's (the member's) 'health or safety' whilst participating at i-star Academy Ltd.
- 9.2 By attending an i-star Academy Ltd class or bringing the member for attendance, it is deemed that you authorise the staff of I-star Academy Ltd to seek treatment for any injury that may occur to your child (the member) whilst participating at i-star Academy Ltd. And in the event that you cannot be reached you authorise the doctor and/or hospital to perform any necessary emergency treatment.

10. Understanding the Risk

- 10.1 Due to the nature of the activities at i-star Academy Ltd, we wish to inform you that the possibility of serious injury does exist. As part of the classes at I-star Academy Ltd, members will participate in vigorous athletic activity, which will include gymnastics, tumbling, stretching and conditioning. In an effort to make the sport of gymnastics at i-star Academy Ltd as safe as it can be, the staff will instruct all members according to the necessary rules and the correct mechanics of all skills.
- 10.2 It is vital that members follow the coach's skill instructions, training rules and club policies in order to decrease the possibility of serious injury.
- 10.3 Members shall be helped in achieving movements by increasing flexibility and by physical shaping of their body by their coaches, under i-star Academy's guidelines and safe training practices.
- 10.4 We wish to inform you that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, those activities include but are not limited to gymnastics and tumbling.
- 10.5 By attending an i-star Academy Ltd class or bringing the member for attendance to i-star Academy Ltd, it is deemed that you assume and ACCEPT ALL RISKS associated with such participation.

11. Use of Photos

11.1 We wish to make you aware that individual and group publicity photos and videos are taken from time to time at i-star Academy Ltd and in consideration for you or your child's participation (unless already advised to us), by attending a class or bringing the member for attendance at i-star Academy Ltd, it is deemed that you grant permission for you or your child to be used in i-star Academy Ltd's publicity or advertising. All imagery is used in accordance to the i-star Academy Ltd Photographic and Child Protection Policies.

Definitions

You – the person who is paying for i-star Academy Ltd services, either as member or on behalf of a member (eg. On behalf of your child)

Customer – the person who is paying for i-star Academy Ltd services, either as a member or on behalf of a member (eg. On behalf of your child)

Member/s and Your Child – the person or persons who are taking part in classes at the club (normally the child or children of the customer)

We and us - i-star Academy Ltd

Your club – i-star Academy Ltd club at which you applied to join or have been transferred to. Annual membership – a fee that is due when joining and each year thereafter. For clarification: Your Annual membership is separate to your tuition payments

Tuition fees – regular payments made in advance for timetabled tuition.

Rights Of Third Parties

A person who is not party to this agreement (i-star Academy Ltd terms & conditions) shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement (i-star Academy Ltd terms & conditions)

Invalidity

If any part of these terms and conditions is unenforceable, the unenforceability of any other part of those conditions will not be affected

Data Protection

Your personal contact information, the member's personal contact information are held on our central database in compliance with GDPR rules and regulations.

We can only discuss your account and the details of the member with the customer (the person who is paying for i-star Academy Ltd services). And, if you are not the members parent, with your permission, the members parents or legal guardians.

Governing Law

This agreement will be governed by the laws of England and Wales

This agreement, codes of conduct, policies and regulation of membership, govern the terms and conditions of membership, member's use of our clubs and your relationship with i-star Academy Ltd.

Please read these documents carefully as they affect your rights and liabilities under the law.

By attending i-star Academy Ltd classes or bringing the member for attendance at i-star Academy Ltd club, it is deemed that you accept these Terms and Conditions and agree to be legally bound by them.