

Balwearie Gymnastics Club Programme User Agreement

All Balwearie Gymnastics Club participants must abide by the following guidelines. By accepting these terms and conditions you are agreeing that you have read and understood the following rules.

(1) Class Arrival / Departure

1.1. The car park is shared with other businesses in the attracts considerable volumes of traffic. It is the parent, carer or guardian's responsibility to ensure the safe arrival and exit of their children from the car park to the facility and vice versa.

1.2. Participants and their parent, carer or guardian should arrive no more than 5 minutes before the start of the session and either wait in your car or queue outside alongside the path until a coach welcomes you into the facility. At the session end, Balwearie Gymnastics Coaches will open the gym door where your gymnasts will be ready for collection.

1.3. Parents, carers or guardians and other family members are not permitted inside the gymnasium unless prior arrangements have been authorised (except for all adult and baby/toddler classes). Regular parental engagement viewing times will be made available throughout the year.

1.4. Please be on time to collect your child, and please inform the coach in charge if you have arranged for someone else to pick up your child.

(2) Admission

2.1. Balwearie Gymnastics Club reserves the right to refuse admission and to dismiss participants (including the right to ask any participant to leave the class) for any of the following reasons: –

- For misbehaviour or wilful damage.
- For breach of any Balwearie Gymnastics Club rules, conditions, regulations or policies.
- Should the participant not respond appropriately to the in-house programme.

(3) Class Cancellations

3.1. Balwearie Gymnastics Club will make every effort to carry out its part of the booking, but cancellations may be necessary on certain occasions, for example extreme weather conditions, essential repairs and maintenance, or any other extreme unforeseeable circumstances. In the unlikely event that a class needs to be cancelled, Balwearie Gymnastics Club will provide as much notice as possible to its members.

3.2. Balwearie Gymnastics Club will not be held liable or be required to pay compensation for any loss incurred as a result of, or in any way arising out of, the cancellation.

3.3 If Balwearie Gymnastics Club cancels sessions, or must close at short notice, your child may be offered an online class – or catch-up sessions – in lieu of a refund.

3.4 Refunds or part refunds will not be given for sessions if your child is unable to attend due to illness or for any other reason.

(4) Participation in Classes

4.1. Gymnastics activities have an inherent risk of injury and although Balwearie Gymnastics Club will endeavour to minimise risk, accidents may still happen. It is incumbent on all members to abide by the safety rules and codes of conduct at all times. By agreeing to the terms and conditions you are accepting the risks associated with the activities that take place within our classes, private group sessions and camps.

4.2. By agreeing to the terms and conditions you are agreeing to appropriate first aid to be issued to your child in the event of any incident.

4.3. Participants who do not listen, behave in an inappropriate manner, or who breach any of our Balwearie Gymnastics Club rules may be a danger to themselves and/or to others and will be spoken to about their behaviour. If the behaviour does not improve, they may be asked to sit out for the rest of the session. This is for the safety of other members.

4.4. No items of food or drink, other than water bottles, are allowed in the gymnasium at any time other than Camp session where packed lunch is required.

4.5 Participation in our adult baby/toddler class is expected to be one child per one adult. If you decide to bring another child to the class, you are responsible for the safety of both. If at any time we feel that the safety of you, your child/ren or others is at risk we may ask you to refrain from bringing children who are not an active part of the class.

4.6 If you are participating in our adult baby/toddler class, we advise extreme care if you are also carrying a baby in a sling. There are considerable health and safety risks associated with this, bearing in mind our gymnasium environment and apparatus – and the requirement to monitor and potentially catch your older child. Should you choose to carry your baby within a sling during class it is at your own risk. If at any point we feel that the safety of you, your child/ren or others is at risk we may ask you to refrain from bringing children who are not an active part of the class.

4.7 Parents, carers, guardians and friends will only be permitted to observe classes on allocated days, unless prior arrangements have been made. Regular parental engagement viewing times will be made available throughout the year. Please do not be offended if you ask to watch a class and we do not allow you.

4.8 All participants must: –

- Wear appropriate Balwearie Gymnastics Club uniform and follow our uniform requirement guidelines, please see our clothing section for more information.
- Refrain from using the equipment without the supervision of the coach.
- Inform the coach at the start of a session if they are feeling ill or injured or if any medical conditions have changed.

4.9 The use of personal mobile telephones are not permitted within the gymnasium, prior consent must be obtained by the lead coach should you require the use of your device within the facility.

(5) Personal Information / Medical Information

5.1 You must keep the personal information (including medical information) you provided upon registration updated with any changes. **Your personal information can be accessed and updated by contacting balweariegymnastics@hotmail.co.uk.** We recommend that you regularly check your information to ensure it is up to date and accurate.

5.2 Any child who requires an inhaler must have it clearly marked with the child's name. It should be handed to the coach in charge of the class at the beginning of the lesson for safekeeping and collected again at the end.

5.3 Any child who requires medication must have it clearly marked with the child's name. It should be handed to the coach in charge of the class at the beginning of the lesson for safekeeping and collected again at the end.

(6) Clothing

6.1 Balwearie Gymnastics Club uniforms are optional for children attending our classes. All children attending our classes should wear comfortable clothing to allow freedom of movement while at the same time not being open, loose or floppy for safety reasons. Shorts and t-shirts or leotards and shorts are advised.

6.2 All long hair must be tied back so that no loose or long sections pose a health and safety risk of being caught within the equipment.

6.3 It is forbidden to wear jewellery of any description in the gymnasium. This includes our adult and baby/toddler parents, carers and guardians.

6.4 The only exception to clause 6.3 is if your child has newly pierced ears Balwearie Gymnastics Club will allow these to be covered by tape for the first 6 weeks, Balwearie Gymnastics Club will not be responsible for providing tape.

6.5 Participants must be barefoot during training unless there are any medical reasons, which should be discussed with the coach in charge of the class when joining.

6.6 Parents, carers or guardians in our adult and baby/toddler classes who enter the gymnasium must remove their shoes but can wear socks.

(7) Personal Property and Car Park

7.1 We recommend that all items of clothing are clearly marked with the child's name.

7.2 We do keep lost items in a lost property box and this can be accessed by asking a member of staff. Please note that on the last day of each Term the contents of the box will be disposed of.

7.3 Personal belongings are left at your own risk and we would therefore advise against taking high-value items into the building.

7.4 It is hereby understood and agreed that participants are solely responsible for their own belongings whilst visiting Balwearie Gymnastics Club. Balwearie Gymnastics Club does not accept liability for loss of, or damage to personal property (including for the avoidance of doubt any loss or damage to any vehicle in the shared Balwearie Gymnastics Club car park).

(8) Fees and Payments

8.1 Fee payments must be made and up to date prior to class attendance. Members will not be allowed to participate in classes until a monthly subscription has been paid for, or set up on our payment system.

8.2 Monthly invoices are issued on the first of every month in advance of classes, payments are required upon receipt of the invoice. New members who begin classes mid-month will be asked to make a prorated payment. The following month will revert to the normal price.

8.3 Existing members may be subject to a subscription price change if they change or add classes outside of their original payment plan. If the change takes place mid-month, we may ask you to make a pro-rated payment. Members will be informed by email of the price change if a change to their payment plan is made.

8.4 Members who do not wish to continue with their classes must provide written notice via email to balweariegymnastics@hotmail.co.uk. The subscription will finish at the end of the month in which notice is provided, as long as notice is received by the 23rd of the month at the latest. If notice is provided after the 23rd of the month, we cannot guarantee that it will be possible to cancel the subscription before the next payment on the 1st of the following month. Refunds will not be given for subscription payments that have been taken due to insufficient notice being provided.

8.5 Classes cannot be transferred, offered as credits, or refunded once payment has been made.

8.6 If you have set up a monthly subscription payment is not made on time a late fee of £5 will be applied. If the payment is still unsuccessful, your subscription may be cancelled. We cannot guarantee that a space will be available if you must re-join due to missed payments.

8.7 Balwearie Gymnastics Club reserves the right to change fees, payment options or timetables without prior notice. We will, however, try to inform parents, carers and guardians of any changes as soon as possible.

(9) Medical Emergencies

9.1. It is hereby understood that the staff of Balwearie Gymnastics Club are not physicians or medical practitioners of any kind.

9.2. All medical conditions (mental or physical) that your child suffers from must be detailed in full when registering your child in our programme, and as noted above under "Personal Information / Medical Information", it is essential that you keep that information updated by contacting Balwearie Gymnastics Club at balweariegymnastics@hotmail.co.uk.

9.3. Certain medical conditions may require a doctor's letter advising that your child is fit to participate in our classes.

(10) Limitation of Liability

10.1 It is hereby understood and agreed that except as noted in clause 10.4 below Balwearie Gymnastics Club accepts no responsibility for accident, injury, illness, loss or misadventure

caused to or suffered by the participant on Balwearie Gymnastics Club premises howsoever caused.

10.2 By agreeing to these Terms and Conditions you agree to waive any and all rights, claims, damages or actions of any kind or nature whatsoever which you have or your child has against Balwearie Gymnastics Club, or an agent, employee, representative or other acting on their behalf.

10.3 By agreeing to these Terms and Conditions you agree to indemnify and keep indemnified Balwearie Gymnastics Club, or any agent, employee, representative or other acting on their behalf for any injuries suffered by you or your child as a result of engaging in those activities offered by Balwearie Gymnastics Club.

10.4 Nothing in these Terms and Conditions will exclude or limit Balwearie Gymnastics Club's liability in respect of any: –

- Death or personal injury caused by Balwearie Gymnastics Club negligence.
- Fraud or fraudulent misrepresentation on the part of Balwearie Gymnastics Club.
- Matter in respect of which it would be illegal or unlawful for ETKO Sports Academy to

exclude or limit, or to attempt or purport to exclude or limit, its liability. Governing Law – These Terms and Conditions shall be governed by and construed in accordance with Scottish law and the Courts of Scotland shall have exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with same.

Liability Waiver:

I/my child agree(s) to use the apparatus, facility or service provided safely and in accordance with the instructions provided. It is hereby understood that my/my child's participation in physical exercise or training activities may involve risk, including accidents, injury, illness or even death. I agree that by participating in physical exercise or training activities, I/my child do(es) so entirely at my/their own risk.

By agreeing to this waiver, I assume full responsibility for any injuries, losses or damages to myself, my child and/or my property. I hereby expressly agree to waive all claims against Balwearie Gymnastics Club, its staff, instructors, or other associated individuals, for any and all injuries, claims or damages that might incur. This waiver does not exclude or limit Balwearie Gymnastics Club's liability in respect of any death or personal injury caused by Balwearie Gymnastics Club's negligence.

Acceptance:

When you book any session Balwearie Gymnastics Club, you'll be confirming your agreement to the above Conditions of Entry.

Thank you in advance, we look forward to welcoming you to Balwearie Gymnastics Club