

## 1. Affinity Academy T&C's

(All services excluding competitive cheerleading teams & cheer supporting classes)

## 2. Sapphire Elite Cheerleaders T&C's (see below)

### 1. Affinity Academy T&C's

#### Q: HOW DOES IT WORK? The Terms and Conditions

A By registering for our classes you are also confirming for the participant whether that be for a child or yourself that you agree to our terms and conditions. Please ensure you read all the appropriate sections below

#### Q: How does it all work?

A For all of our term time classes we work out a monthly plan for ALL members. For each class attended we calculate the cost of attending the classes for the entire year taking into consideration termly and half termly breaks and divide the entire payment over 12 months of the year. Our monthly plan includes class fees, Affinity Club membership and stickers badge certificate medal fees. Athletes must also have IGA Independent Gymnastics Association Membership insurance cover. This is payable as a one off fee when joining and every September thereafter as long as you stay a member.

New athletes starting between 1st - 15th inclusive we will charge an initial payment for that month's membership fee pro-rated if applicable together with IGA fee upon confirming your space and setting up your direct debit mandate. Then the monthly membership fee will be requested on the 1st of each month, collection date will vary which secures your athlete's space for the following calendar month.

New athletes starting between 16th - end of the month your initial payment will be a pro-rated membership fee for that month together with IGA fee AND the monthly membership fee to secure your athlete's space for the following calendar month upon confirming your space and setting up your direct debit mandate. Then the monthly membership fee will be requested on 1st of each month, collection date will vary starting from the following calendar month.

We're confident you will love our classes and will want to stay with Affinity. However, if after 2 classes you really don't like gymnastics with us, we will refund the remainder of the first month's fees at this point and IGA payment. You must decide this by 2 weeks though within 48 hours after your 2nd class, as after this the term fees and membership become non-refundable. So please keep us informed as to how you and your athlete are getting on to avoid unnecessary charges and help us to help you.

Your monthly payment will always be the same and will only change e.g. if moving up a class or taking additional classes. We also reserve the right to reassess our pricing on an annual basis normally around April. However, in all cases we will email you in advance to advise you of this change.

**Q: Do I need to re-enrol for the next term?**

A: No with our rolling monthly billing your athlete will remain in classes until you tell us you no longer wish to be in class

**Q: How do I pay for holiday classes, competitions, 121s or events?**

A: If you are currently a member of Affinity Academy and we have your payment details this will be taken via direct debit. We will send you confirmation of the payment that will be requested and which date that payment will be taken. If you are new to the club we will send you a confirmation email and details of how to set up payment for these classes

**Q: What if I wish to cancel a holiday class booking or 121 class?**

A1: HOLIDAY CLASSES: If you need to cancel a holiday class we will fully refund this if you give us more than 14 days notice. If you give us at least 7 days notice we will refund 50% of the fee. If you cancel within 7 days of the class the fee is non-refundable and it will be at our discretion and availability whether we can move your athlete to another holiday class in the same holiday period.

A2: 121 CLASSES: If you give us 24 hours notice we will refund half the fee. If you cancel within 24 hours of the session the fee is non-refundable. It is at our discretion and availability whether we can move your session to a different date.

**Q: What if I can't make a competition or event that I have paid for:**

A: We will remove your child from the competition however no refunds will be provided once payment has been requested for any competitions.

**Q: Uniform**

A: ALL Squad athletes are required to purchase our club leotard for competitions as per the athletes squad requirement. Payment is non-refundable. All club merchandise uniforms are non-refundable. Recreational members can choose to purchase merchandise this is not mandatory.

**Q: Must I have IGA Membership?**

A: It is a condition of participation that ALL athletes attending termly except parent child classes MUST have IGA membership. The cost of this membership varies each academic year but will be advised in our ongoing instructions and is payable on ongoing and then annually in September. We will pass on your details Name, DOB and photo permission for events directly to IGA. This forms part of our contract of service with you. Refunds will not be given if we have processed your membership after 24 hours of your 2nd class.

**Q: What happens when I want to leave?**

A: Please complete our [cancellation form here](#) should you wish to leave and cancel your membership.

Cancellation requests received between 1st and 15th inclusive of each month receive a minimum of 2 weeks notice. Your direct payments will be cancelled and the athlete can attend up until the end of that month. Cancellation requests received between 16th and the end of the month inclusive we may be unable to stop cancel your payment being

processed that month and the athlete can then attend up until the end of the following month

No refunds will be given once the monthly membership payment is being processed and we will send you an email confirmation of your last class date. Cancellation requests cancelled direct debit mandates received between 1<sup>st</sup> and the last day of the month (inclusive) will still require payment for the following month to ensure the necessary notice period is given.

Cancellation of direct debit mandates will automatically cancel your membership with us. We will inform you of your final class date and any outstanding balance that you may owe.

Due to the nature of our monthly membership please also note that a 2 month exclusion period occurs after you leave. Any athlete enrolling before the 2 months exclusion period has ended we reserve the right to cancel your space and refund your payments. Athletes wishing to return to classes after the exclusion period you can contact us for availability.

**Q: Can I pay by cash or cheque?**

A: Unfortunately our billing by direct debit does not allow for payments by cash or cheque.

**Q: What if I miss a payment?**

A: Failed payments upon first or second attempt may be subject to an administration charge of £20 as it takes us time and resources to check and chase payments. This must be paid along with your membership payment.

If your Direct Debit payment fails the first time you will receive notification via LoveAdmin and we will also notify you via email and/or text of the outstanding amount. Payment including any late payment fees will be expected to be received within 24 hours of notification. Alternatively we may at our discretion attempt to retake the payment one more time via your Direct Debit mandate.

Should the Direct Debit payment fail for a second time then we will issue you a final reminder via email letter and request payment including any late payment fees to be received within 24 hours of the reminder. If we do not receive correspondence within 24 hours after the final reminder then we reserve the right to remove the athlete from classes and cancel your membership. We will inform you of any outstanding balance that you may owe including any additional fees and will require payment within 7 days of our formal notice.

Should your membership payment fail for 3 consecutive months or more we reserve the right to remove the athlete from classes and cancel your membership.

Your account may also be passed over to a debt collection company and will incur interest on your account of 10% and a further £10 administration charge. This may affect your credit rating so please work with us to not reach this stage.

However if you are experiencing financial difficulties please do get in touch with us as soon as possible as we may be able to help.

We are not able to move/change your requesting date from the 1<sup>st</sup> of each month.

**Q: When are the Award Testing Dates?**

A: Athletes skills are checked regularly by coaches for the appropriate level. Strikers badges certificates medals depend on the area of the club that athletes train are awarded on completion of the required skills for each level usually termly however we reserve the right to vary this.

**Q: What happens if a class has to change?**

A: Affinity Academy reserves the right to vary class dates and times or offer a suitable alternative class or product service in the event of a cancellation that is out of our control or constitutes a force majeure. For example but not limited to: Public Holiday venue access issues snow health lockdown or safety issues etc. We will not offer refunds where we have been able to offer a suitable alternative.

Class time changes occasionally have to occur to ensure the smooth running of all club activities. We will always aim to ensure that we give a minimum of one month's notice to those affected.

**Q: What about Attendance?**

A: Non attendance of classes whether in person or online will not be refunded and we will be unable to offer a replacement class.

**Q: What about changing up a class level?**

A: We review all classes monthly and will invite your child to join a different class level when they are eligible by age and or we feel they are suited to the next class. We will contact you to arrange a suitable class day and time. Once you accept we will confirm the date of the move plus alter your direct debit amount as needed to account for any increase in the monthly fee.

**Q: What if I've a question or are unhappy?**

A: If you are unhappy with anything Affinity Academy related please contact us via email at your earliest convenience so we can try to resolve any issues quickly and satisfactorily. We will always do our very best for you. If we have any issues with your gymnast's conduct at class we will work with you to manage this. We may unfortunately have to ask your athlete to leave if we have been unable to resolve any issues. We will not tolerate any poor language threats or aggression towards any of our staff coaches or other athletes. Any breach of the above may result in removal of your child from our classes.

**Q: What if my gymnast has an injury or long term illness and can't participate?**

A: We are able to freeze your membership payment and your class place will be frozen for one month only if you provide a doctor's certificate or hospital letter to confirm that you are unable to participate. After this we will need to remove you from class and re-bill your place. We will work with you to find a place for you when you are able to return but unfortunately can't guarantee this.

**Q: My schedule has changed, can I change class?**

A: Of course. Should your circumstances change and you wish to move your athlete's class, we will always do our best to find them a suitable alternative class, however this is subject to availability and a 10 administration fee.

**Q: What do I need to wear? How does everything work at class?**

A: We've got lots of FAQs answered [HERE](#).

**Q: What about medical information?**

A: By signing up to our services you agree to supply and keep up to date Affinity Academy with any medical condition that affects the participant. You also need to ensure you give any additional information on conditions that may require extra consideration by staff. You agree to inform Affinity of any change to medical information or contact information in the future.

It may be necessary to seek medical advice to confirm that participation in gymnastics activity will not have a negative impact on health. Medical information will be sought and where necessary any screening carried out prior to participation in the sport.

**Q: Where's your privacy policy?**

A: Please read our Privacy Policy which can be viewed on our website <https://affinityacademy.co.uk/privacy-policy>. This gives information on how we keep your information secure and GDPR compliant.

**Q: What about photographs and filming?**

A: We may use photographs and videos taken to either help the athlete with their progress or to assist with coach training or onsite security. Any material taken for these purposes is for internal use ONLY and WILL NOT be used for promotional purposes. Consent to filming in this way forms part of the service we deliver to you. This includes the use of CCTV at our venues.

We may also use photographs and video footage taken during classes for promotional purposes. I confirm that I have indicated whether YES I give consent or NO I do not consent for the participant to appear in photographs for promotional use. This material may appear on our website, social media and in printed marketing. I understand that no personal information will be displayed with the image.

If you would like to get a photo of your child doing their gymnastics, please ask the coach to arrange a time after class to take an individual photo. We kindly ask parents/guardians NOT to take photos of their children while they are participating in their class.

**Q: Cancellation of Online Membership**

A: Should you not be able to attend our online programme, then you may cancel your membership in line with our cancellation policy above. Alternatively, we will hold a credit on your account which can be exchanged for 121 sessions or holiday classes, online class cancellations only.

Any fees including competition and registration fees will not be refunded due to cancellation of membership applies to online and in person classes

**Q: What about ongoing health and covid Safety?**

A You and we must abide by all relevant legislation and best practice guidance issued in relation to illnesses and the coronavirus pandemic or any future related situations

Participants must not attend class and will not be offered a refund if they are required to self-isolate or are unwell. We may consider offering alternative classes to you at our discretion. You must follow all the measures set out for classes to run Covid safely we will ensure these are clear and communicated to all

**Q: What about potential injuries?**

A By registering for and accessing our services you recognise and fully understand the potential for injuries which can occur in sporting activities. You consent to participate in all activities set by Affinity Academy and Sapphire Elite and fully understand that with any physical activity there is potential risk involved. You release any and all rights for claims against Affinity Academy and Sapphire Elite its franchisees, owners, employees, agents and representatives for any and all reasons including injury, damages or lost/stolen items in and around the club premises

## 2. Sapphire Elite Cheerleaders T&Cs

**Q: HOW DOES IT WORK? The Terms and Conditions**

A By registering for our classes you are also confirming for the participant whether that be for a child or yourself that you agree to our terms and conditions. Please ensure you read all the appropriate sections below

**Q: How does it all work?**

A Sapphire Elite competitive cheerleading termly classes membership is paid over 11 equal monthly payments, no payment in August to cover the 3 weekly classes plus extra training sessions will be provided

Athletes must also have Independent Gymnastics Association (IGA) Membership insurance cover. This is payable as a one-off fee when joining and every September thereafter as long as you stay a member

New athletes starting between 1st - 15th inclusive we will charge an initial payment for that month's membership fee pro-rated if applicable together with IGA fee upon confirming your space and setting up your direct debit mandate. Then the monthly membership fee will be requested on the 1st of each month, collection date will vary which secures your athlete's space for the following calendar month

New athletes starting between 16th - end of the month your initial payment will be a pro-rated membership fee for that month together with IGA fee AND the monthly

membersh p fee to secure your athletes space for the follow ng calendar month upon con rm ng your space and sett ng up your d rect deb t mandate Then the monthly membersh p fee w ll be requested on 1 th of each month collect on date w ll vary start ng from the follow ng calendar month

We offer one free tryout sess on and f the athlete would l ke to cont nue they need to complete the reg strat on form w th n hours of the tr al class We re con dent you w ll love our classes and w ll want to stay w th Sapph re El te However f after one class you really don t l ke cheerlead ng w th us we w ll refund the rema nder of the rst month s fees at th s po nt and IGA payment You must dec de th s w th n hours of your 1st class as after th s the monthly fee and membersh p become non refundable So please keep us nformed as to how you and your athlete are gett ng on to avo d unnecessary charges and help us to help you

Upon acceptance of a space a non refundable o n ng fee w ll be requ red as deta led n our Athlete Pack

We reserve the r ght to reassess our pr c ng on an annual bas s normally around Apr l However n all cases we w ll ema l you n advance to adv se you of th s change

**Q: Do I need to re-enrol for the next season?**

A Yes We hold annual tryout sess ons where t s dec ded on the athlete s team for the upcom ng cheer season

**Q: Can I pay by cash or cheque?**

A Unfortunately our b ll ng by d rect deb t does not allow for payments by cash or cheque

**Q: How do I pay for holiday classes, competitions, 121s or events?**

A If you are currently a member of Sapph re El te and we have your payment deta ls th s w ll be taken v a d rect deb t We w ll send you con rmat on of the payment that w ll be requested and wh ch date that payment w ll be taken If you are new to the club we w ll send you a con rmat on ema l and deta ls of how to set up payment for these classes.

**Q: What if I wish to cancel a holiday class booking, open gym session or 121 class?**

A1 HOLIDAY CLASSES If you need to cancel a hol day class or Open Gym sess on we w ll fully refund th s f you g ve us more than 1 days not ce If you g ve us at least days not ce we w ll refund 0 of the fee If you cancel w th n days of the class the fee s non refundable It w ll be at our d scret on and ava lab l ty whether we can move your athlete to another hol day class n the same hol day per od

A2 Open Gym Sess on 121 CLASSES If you g ve us hours not ce we w ll refund half the fee If you cancel w th n hours of the sess on the fee s non refundable It s at our d scret on and ava lab l ty whether we can move your sess on to a d fferent date

**Q: What happens if I can't make a competition that I have paid for:**

A We w ll remove your ch ld from the compet t on however no refunds w ll be prov ded once payment has been requested for any compet t ons We also reserve the r ght to w thdraw an athlete from a compet t on should they have a h gh level of non attendance n class no refunds w ll be prov ded

**Q: If I/my child is unable to attend a competition, will I be reimbursed for monies already paid out?**

A Sapph re El te w ll not re mburse any mon es pa d out n relat on to compet t ons f you your ch ld s unable to attend whether through the dec s on of Sapph re El te or the athlete the parent themselves Sapph re El te s not respons ble for any agreement of payment between the athlete the parent and any th rd part es e hotels spectator t ckets nor w ll Sapph re El te re mburse any funds pa d to th rd part es

**Q: Uniform**

A ALL Sapph re El te athletes are requ red to purchase the correct un form for the r team Payment s non refundable

**Q: Must I have IGA Membership?**

A It s a cond t on of part c pat on that ALL athletes attend ng termly except parent ch ld classes MUST have IGA membersh p The cost of th s membersh p var es each academ c year but w ll be adv sed n our Athlete pack and o n ng nstruct ons and s payable on o n ng and then annually n September We w ll pass on your deta ls Name DOB and photo perm ss on for events d rectly to IGA Th s forms part of our contract of serv ce w th you Refunds may not be g ven f we have processed your membersh p after hours of your 2nd class

**Q: What is your Lockdown plan?**

A In the event of a local or nat onal lockdown we w ll automat cally move all members onto an onl ne programme and or offer replacement classes goods or serv ces Our terms and cond t ons and fees rema n unchanged n th s s tuat on

**Q: What happens when I want to leave?**

A Please complete our [cancellation form here](#) should you w sh to leave and cancel your membersh p

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### **Q: Cancellation of Online Membership**

A Should you not be able to attend our online programme then you may cancel your membership online with our cancellation policy above. Alternatively we will hold a credit on your account which can be exchanged for 12 1 sessions or holiday classes online class cancellations only.

Any fees including competition and registration fees will not be refunded due to cancellation of membership applies to online and in person classes.

### **Q: What happens if a class has to change?**

A Sapphire Elite reserves the right to vary class dates and times or offer a suitable alternative class or product service in the event of a cancellation that is out of our control or constitutes a force majeure. For example but not limited to Public Holiday venue access issues snow health lockdown or safety issues etc. We will not offer refunds where we have been able to offer a suitable alternative.

Class time changes occasionally have to occur to ensure the smooth running of all club activities. We will always aim to ensure that we give a minimum of one month's notice to those affected.

### **Q: What about Attendance?**

A Non attendance of classes whether in person or online will not be refunded. Please see the Sapphire Elite Attendance Policy page in the Season Athlete Pack for more information.

### **Q: What happens if I/my child does not have good attendance throughout the season and in the run up to competition?**

A If you or your child are absent for several sessions due to unexcused absences you or your child may be removed from the upcoming competition or the competition team. If you or your child miss any compulsory sessions in the two week run up to competition you or your child will be removed from the upcoming competition with no refunds provided. Please see the Sapphire Elite Attendance Policy page in the Season Athlete Pack for more information.

### **Q: What if I miss a payment?**

A Failed payments upon first or second attempt may be subject to an administration charge of £20 as it takes us time and resources to check and chase payments. This must be paid along with your membership payment.

If your Direct Debit payment fails the first time you will receive notification via LoveAdmin and we will also notify you via email and/or text of the outstanding amount. Payment including any late payment fees will be expected to be received within 24 hours of notification. Alternatively we may at our discretion attempt to retake the payment one more time via your Direct Debit mandate.

Should the Direct Debit payment fail for a second time then we will issue you a final reminder via email letter and request payment including any late payment fees to be received within 24 hours of the reminder. If we do not receive correspondence within 24 hours after the final reminder then we reserve the right to remove the athlete from classes.

and cancel your membership. We will inform you of any outstanding balance that you may owe including any additional fees and will require payment within 14 days of our formal notice.

Should your membership payment fail for 3 consecutive months or more, we reserve the right to remove the athlete from classes and cancel your membership.

Your account may also be passed over to a debt collection company and will incur interest on your account of 10% and a further £10 administration charge. This may affect your credit rating so please work with us to not reach this stage.

However, if you are experiencing financial difficulties, please do get in touch with us as soon as possible as we may be able to help.

We are not able to move/change your requesting date from the 1<sup>st</sup> of each month.

**Q: What if I've a question or are unhappy?**

A: If you are unhappy with anything Sapphire Elite related, please contact us via email at your earliest convenience so we can try to resolve any issues quickly and satisfactorily. We'll always do our very best for you. If we have any issues with your gymnast's/athlete's conduct at class, we'll work with you to manage this. We may unfortunately have to ask your athlete to leave if we have been unable to resolve any issues. We will not tolerate any poor language, threats or aggression towards any of our staff, coaches, Team Mum's or other athletes. Any breach of the above may result in removal of you/your child from our programme.

**Q: What if my gymnast has an injury or long term illness and can't participate?**

A: We are able to freeze your membership payment and your class place will be frozen for one month only if you provide a doctor's certificate or hospital letter to confirm that you are unable to participate. After this, we'll need to remove you from class and re-allocate your place. We'll work with you to find a place for you when you are able to return but unfortunately can't guarantee this.

**Q: My schedule has changed; can I change class?**

A: With Team Sports, it's not easy to change classes. However, please email us to discuss any difficulties you may have and of course we'll do all we can to help.

**Q: What do I need to wear? How does everything work at class?**

A: We've got lots of FAQs answered [HERE](#).

**Q: What about medical information?**

A: By signing up to our services, you agree to supply and keep Sapphire Elite up to date with any medical condition that affects the participant. You also need to ensure you give any additional information on conditions that may require extra consideration by staff. You agree to inform Sapphire of any change to medical information or contact information in the future.

It may be necessary to seek medical advice to confirm that participation in cheerleading activities will not have a negative impact on health. Medical information will be sought and where necessary any screening carried out prior to participation in the sport.

**Q: What about photographs and filming?**

A: We may use photographs and videos taken to either help the athlete with their progress or to assist with coaching or ensure their safety. Any material taken for these purposes is for internal use ONLY and WILL NOT be used for promotional purposes. Consent to filming in this way forms part of the service we deliver to you. This includes the use of CCTV at our venues.

We may also use photographs and video footage taken during classes for promotional purposes. I confirm that I have indicated whether YES I give consent or NO I do not consent for the participant to appear in photographs for promotional use. This material may appear on our website, social media and in printed marketing. I understand that no personal information will be displayed with the image.

If you would like to get a photo of your child doing their cheerleading, please wait until the end of term / watch week or ask the coach to arrange a time after class to take an individual photo. We kindly ask parents/guardians NOT to take photos of their children while they are participating in their class.

**Q: Where's your privacy policy?**

A: Please read our Privacy Policy which can be viewed on our website <https://afinityacademy.co.uk/privacy-policy>. This gives information on how we keep your information secure and GDPR compliant.

**Q: What about ongoing health and covid Safety?**

A: You and we must abide by all relevant legislation and best practice guidance issued in relation to illnesses and the coronavirus pandemic or any future related situations.

Participants must not attend class and will not be offered a refund if they are required to self-isolate or are unwell. We may consider offering alternative classes to you at our discretion. You must follow all the measures set out for classes to run Covid safely; we will ensure these are clear and communicated to all.

**Q: What about potential injuries?**

A: By registering for and accessing our services, you recognise and fully understand the potential for injuries which can occur in sporting activities. You consent to participate in all activities set by Afinity Academy and Sapphire Elite and fully understand that with any physical activity there is potential risk involved. You release any and all rights for claims against Afinity Academy and Sapphire Elite to its franchise owners, employees, agents and representatives for any and all reasons including injury, damages or lost/stolen items in and around the club premises.