## 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 this 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 18th of each month (collection date will vary) which secures your athletes space for the following calendar month.

New athletes starting between 16th – end of the month, your 'initial' payment will be a prorated membership fee for that month, together with IGA fee AND the monthly membership fee to secure your athletes 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 18th 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 standard monthly payment will always be the same unless your athlete moves to a different class or takes on additional classes. We also reserve the right to reassess our pricing annually, typically around April. In all cases, we will notify you of any changes via email in advance. Please be aware that monthly membership payments may on occasions be adjusted upwards upon approval should school holidays fall within that month. Our monthly membership fees have already been calculated to account for school holidays.

#### 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 competitions 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: How do I pay for holiday classes, 121s or Open Gyms?

A: These will be available to purchase in our online shop. Some may be available publicly or may be sent to you by email as a direct link to club members only. These are payable through Paypal by card payment.

#### 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 48 hours notice we will refund half the fee. If you cancel within 48 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, it 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 joining instructions) and is payable on joining 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 48 hours of your 2nd class

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

A: Please complete our <u>cancellation form here</u> should you wish to leave and cancel your membership.

Cancellation requests received between 1st and 15th (inclusive) of each month (i.e., 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 16th 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 their exclusion period, you can contact us for availability.

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

A: Unfortunately, our termly billing by direct-debit does not allow for payments by cash or cheque. Short courses, Day Camps, Open Gym's Skills Labs, 121's etc are payable through Paypal by card payment.

#### 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) is 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 5 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 5% and a further £50 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 18th of each month.

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

A: Athletes skills are checked regularly by coaches for the appropriate level. Stickers/badges/certificates/medals (depending 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'll contact you to arrange a suitable class day and time. Once you accept, we'll 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'll always do our very best for you. If we have any issues with your gymnast'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 or other athletes. Any breach of the above may result in removal of you/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'll need to remove you from class and refill 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: 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 FAQ's 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 <a href="https://affinityacademy.co.uk/privacy-policy">https://affinityacademy.co.uk/privacy-policy</a>. This gives information on how we keep your information secure and GDPR complaint.

#### 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 1-2-1 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 about ongoing health and Safety including covid?

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 franchises, 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 37 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 18th of each month (collection date will vary) which secures your athletes space for the following calendar month.

New athletes starting between 16th – end of the month, your 'initial' payment will be a prorated membership fee for that month, together with IGA fee AND the monthly membership fee to secure your athletes 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 18th of each month (collection date will vary) starting from the following calendar month.

For Bronze pathway, we're confident you will love our classes and will want to stay with Sapphire Elite. However, if after 2 classes you really don't like the cheerleading 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.

For Platinum, Gold and Silver pathways, we offer one free tryout session and if the athlete would like to continue, they need to complete the registration form within 48 hours of the trial class. We're confident you will love our classes and will want to stay with Sapphire Elite. However, if after one class you really don't like cheerleading with us, we will refund the remainder of the first month's fees at this point and IGA payment. You must decide this within 48 hours of your 1st class as after this the monthly fee 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.

Upon acceptance of a space, a non refundable joining fee will be required as detailed in our Athlete Pack.

We 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 season?

A: Yes. We hold annual tryout sessions where it is decided on the athlete's team for the upcoming cheer season.

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

A: Unfortunately, our termly billing by direct-debit does not allow for payments by cash or cheque. Short courses, Day Camps, Open Gym's Skills Labs, 121's etc are payable through Paypal by card payment.

#### Q: How do I pay for competitions or events?

A: If you are currently a member of Sapphire Elite 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: How do I pay for holiday classes, 121s or Open Gyms?

A: These will be available to purchase in our online shop. Some may be available publicly or may be sent to you by email as a direct link to club members only. These are payable through Paypal by card payment.

#### 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 holiday class or Open Gym session, 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. It will be at our discretion and availability whether we can move your athlete to another holiday class in the same holiday period.

A2: Open Gym Session / 121 CLASSES. If you give us 48 hours notice we will refund half the fee. If you cancel within 48 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 happens if I can't make a competition 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. We also reserve the right to withdraw an athlete from a competition should they have a high level of non-attendance in class - no refunds will be provided.

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

A: Sapphire Elite will not reimburse any monies paid out in relation to competitions if you/your child is unable to attend, whether through the decision of Sapphire Elite or the athlete/the parent themselves. Sapphire Elite is not responsible for any agreement of payment between the athlete/the parent and any third parties (i.e. hotels/spectator tickets), nor will Sapphire Elite reimburse any funds paid to third parties.

#### Q: Uniform

A: ALL Sapphire Elite athletes are required to purchase the correct uniform for their team. Payment is non refundable.

#### 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 Athlete pack and joining instructions) and is payable on joining 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 may not be given if we have processed your membership after 48 hours of your 2nd class.

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

A: Please complete our <u>cancellation form here</u> should you wish to leave and cancel your membership.

Bronze Pathway - As these are non-competing teams the athlete can continue to attend classes up until the end of the month that has already been paid. Cancellation requests received between 1st and 15th (inclusive) of each month (i.e., 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.

Silver, Gold and Platinum Pathway - As these are competitive teams the athlete position in the team will need to be replaced with immediate effect. Upon receiving your cancellation request your membership with us immediately. Once we have received your confirmation, we will remove the athlete from the team with immediate effect. No refunds will be provided even if your monthly membership payment has been processed and paid for that month.

Cancellation of your direct debit mandates will automatically cancel your membership with us and we will advise you of any outstanding balance that you may owe.

### Q: What is your Lockdown plan?

A: In the event of a local or national lockdown, we will automatically move all members onto an online programme and/or offer replacement classes, goods or services. Our terms and conditions and fees remain unchanged in this situation.

#### 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 1-2-1 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/your child are absent for several sessions due to unexcused absences, you/your child may be removed from the upcoming competition or the competition team. If you/your child miss any compulsory sessions in the two week run up to competition, you/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) is 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 5 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 5% and a further £50 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 18th 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 refill 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 FAQ's 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 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: 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 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 <a href="https://affinityacademy.co.uk/privacy-policy">https://affinityacademy.co.uk/privacy-policy</a>. This gives information on how we keep your information secure and GDPR complaint.

#### Q: What about ongoing health and Safety including covid?

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 franchises, owners, employees, agents and representatives for any and all reasons including injury, damages or lost/stolen items in and around the club premises.