

Kingston Trampoline Academy – Membership terms and conditions

Introduction

To help you get the best out of Kingston Trampoline Academy and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our online facilities, extra terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.

These terms and conditions apply at all times and take priority over anything a member of our team has told you, unless otherwise agreed in writing by us.

These terms and conditions replace any previous versions.

1. Definitions

In these terms and conditions the following definitions apply:

Definition	Meaning
Activity	an assessment, class, competition, tuition or any other event or activity described on the booking form and " Activities " means more than one Activity
Booking Form	the form relating to the booking or re-booking of you or your Child (as the case may be) for a Term, and as set out at the booking stage of our Website

Definition	Meaning
Child	the child or person who is attending or who is booked on to an Activity or Activities and whose details are specified on the Booking Form
Fees	the value chargeable including VAT for Membership and to attend an Activity or Activities for a Term, as specified on the Booking Form
Membership	the membership of you or your Child (as the case may be) of Kingston Trampoline Academy
Parent	a parent or legal guardian of the Child
Premises	the place where the Activity or Activities take place
Term	the agreed date or period on the Booking Form
You or your	the person applying for Membership either in their own right or as a Parent on behalf of a Child
Website	the website http://kingstontrampoline.co.uk
We, us or our	KTA Sport and Leisure Limited, a private limited company with registered company number 07475667 and whose registered office address is at Suite A, 10th Floor, Maple House, High Street, Potters Bar, Hertfordshire EN6 5BS

2. Responsibilities of Parents and Children

- 2.1. Every person whom agrees to these terms and conditions by completing the registration form on our Website will be jointly and individually

responsible under this agreement.

2.2. This means that:

- (1) if one of those people tells us to do anything in relation to the Membership (including ending it) we will take that as authority from all of them;
- (2) each of those people will be responsible for paying all the appropriate Fees payable
- (3) each of those people will be responsible for paying any extra charges and fees in connection with the Membership or the Child's participation in a Activity or Activities.

2.3. You confirm that the information provided on the Booking Form is accurate and up to date in all respects at the time of booking.

2.4. You acknowledge and accept that it is your responsibility to inform us of any special medical or behavioural condition that affects you or your Child.

2.5. Neither you nor your Child shall attend any Class whilst suffering from any contagious disease or virus.

2.6. Immediately before and after all Activities, you are responsible for the general conduct and care of your Child whilst on the Premises.

2.7. We will require you to leave the Premises whilst your Child participates in an Activity and to collect them on time at the end of the Activity.

2.8. We shall have the right to exclude you or your Child either permanently or for such period as we shall consider reasonable if necessary for the safety and well-being of other children or parents.

3. **Notice**

3.1. We calculate Membership in whole calendar months. This means that the following applies anywhere in these terms and conditions where we ask you to give notice of one calendar month or more. If you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your Membership and we receive your notice on 23 July, your notice will start from 1 August, it will run out on 31 August, your Membership will end on 31 August.

3.2. If you want to give notice, it must be in writing. We will accept notice by e-mail (the e-mail address is on the Website). If you need to give us evidence of certain things, you can provide them as attachments to an

e-mail.

- 3.3. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:
- (1) if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
 - (2) if you hand your notice in at the Premises, ask for a receipt; or
 - (3) if you send us your notice by e-mail, ask for a delivery receipt.
- 3.4. We will confirm we have received your notice within seven (7) days of receiving it. If you do not receive this confirmation within seven (7) days, you must immediately let us know so we can check whether we have received it.
- 3.5. From time to time we will need to contact you about your Membership, so it is important you let us know if your address, contact phone number or e-mail address changes.
- 3.6. If we need to give notice to you:
- (1) it will be effective if we send it to the address or e-mail address we have in the records we hold about you; and
 - (2) if we give notice during a month, our notice will run from the first day of the following month.

4. **Membership**

- 4.1. Your Membership will run for the initial period, and will continue indefinitely until you give us at least one calendar month's notice in writing in line with clause 3 (Notice), unless we cancel your Membership (see clause 10).
- 4.2. The 'initial period' is the full calendar month period, or such longer period as you specify on the Booking Form, from the 1st of the month after we send you confirmation that your Membership is active.

5. **Starting your membership**

You will need to pay a joining fee when you apply for Membership.

6. **Membership fees**

- 6.1. The Membership fee is due every year and covers the year to come. You must pay the Membership by making one payment each year, unless we

agree otherwise.

6.2. Our Membership year runs from February to January each year. If you join part way through our Membership year, the Membership fee will be pro-rated.

6.3. In addition to our Membership fee, you will have to become a member of British Amateur Gymnastics Association trading as British Gymnastics and London Gymnastics. We will charge you the cost of their membership fees and pay the fees to them on your behalf. The membership fees for British Amateur Gymnastics Association and London Gymnastics will not be pro-rated should you join part way through a membership year.

7. **Other charges**

7.1. You will have to pay other charges for other services or facilities that you or your Child might participate in from time to time and which you book onto via the Booking Form. You can get a list of the current charges from our Website.

7.2. Charges may vary from time to time and for full details of the charges and fees, please contact our membership team.

7.3. If you or a Child uses these extra services or facilities but does not pay for them at the time, we will take the charges using your debit or credit card (see clause 8 for more information about payment).

8. **Payment and recurring payments**

8.1. We shall send you a statement on the 1st of each month setting out how much you owe us and you shall pay the amount due on each statement submitted by us:

(1) within seven (7) days of the date of the statement; and

(2) in full and in cleared funds without any deduction, set-off or counterclaim.

8.2. Time for payment shall be of the essence of our agreement and your credit or debit card shall be automatically debited on or around the 7th of each month to pay any amounts due. By giving us your credit or debit card details, you agree to us processing recurring payments from your credit or debit card to pay any amounts due to be paid to us by you. The amount of the recurring payment will vary depending upon the number and type of Activities that you or your Child attends and the other services that you sign up for.

9. **If you do not pay your Fees and other charges when due**

9.1. If you do not pay your Fees and other charges when due for payment, we

will write to you, or send you an e-mail, to let you know. If you are paying by debit or credit card, we will try to take the payment from your card again later in the month.

- 9.2. If you fail to make any payment due to us under these terms and conditions by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 9.3. If you do not pay the Fees, we may prevent you and/or your Child from participating in any Activity or Activities or other services that we provide.

10. **Cancelling your Membership**

- 10.1. We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from Kingston Trampoline Academy and to cancel your Membership.
- 10.2. We may also cancel your Membership in the following circumstances:
 - (1) if you or your Child (as the case may be) breaks or repeatedly breaks this agreement or our rules and you do not or cannot put it right within seven (7) days of us writing to you about it;
 - (2) if you or your Child (as the case may be) uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at the Premises;
 - (3) if we receive any complaint about your or your Child's behaviour or if you or your Child persistently behaves inappropriately, or if we believe that you or your Child's continued membership is not in the interests of other members of Kingston Trampoline Academy.

11. **Booking onto an Activity**

- 11.1. The current booking terms and conditions are available on our Website. These rules are part of your terms and conditions of use and include rules on how and when you can book an Activity or Activities or other services that we offer, and information we need from you to allow you to book.
- 11.2. We may change our booking terms and conditions from time to time and

we will tell you about any changes. Alternatively, you can ask us for a copy of the terms and conditions at any time to check if we have made any changes.

- 11.3. Sometimes, due to unforeseen circumstances, we may have to cancel an Activity at short notice. In the event that we have to do this, we shall notify you as soon as possible that the Activity is going to be cancelled.
- 11.4. If we do cancel an Activity under 11.3 above, if you attend the Activity in question once a week, we will credit your account with the cost of that Activity before your next monthly payment is due. However, if you attend the Activity more than once per week, your account will not be credited with the cost of the cancelled Activity because the cost of your multiple Activities are already heavily discounted when you book.

12. **Child protection**

- 12.1. We have a duty of care to safeguard all children whom participate in our Activities from harm. All children have a right of protection and the needs of disabled children and others who may be particularly vulnerable must be taken into account.
- 12.2. We will ensure the safety and protection of all children involved in our Activities through adherence to the Child Protection guidelines adopted by the British Amateur Gymnastics Association. If you have any serious welfare concerns during the time with us, you can e-mail one of our trained welfare officers at welfare@kingstontrampoline.co.uk.
- 12.3. If you or your child are disabled and we are unable to make reasonable adjustments to accommodate you, we may refer you to British Amateur Gymnastics Association to help you.

13. **Liability and your acknowledgment of risk**

- 13.1. We do not accept liability for damage or loss to your property or that of your Child that may happen on the Premises or within the grounds of the Premises, other than liability which arises from our negligence or our failure to take reasonable care.
- 13.2. We do not accept liability for injury or death of any person that may happen on the Premises or within the grounds of the Premises, other than the liability which arises from our negligence or our failure to take reasonable care.
- 13.3. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.
- 13.4. You will be required to confirm that you or your Child is physically fit and healthy and that you acknowledge the risks involved in participating in an Activity by agreeing to our acknowledgement of risk form.

14. **Complaints**

- 14.1. We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your Child has a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- 14.2. If you have a complaint, you should first tell a member of staff at the Premises. If you are not satisfied with their response, you should contact us in writing to info@kingstontrampoline.co.uk.

15. **Data protection**

- 15.1. We keep to the Data Protection Act 1998.
- 15.2. We will deal with all information we hold about you in line with our privacy policy which you can get from our Website. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

16. **Photographs and videos**

- 16.1. We may take photographs and video recordings of our Activities or other services that we provide, including (but not limited to) assessments, competitions, parties and special events, for our own internal use or for use in promotional, marketing or coaching purposes externally, including (but not limited to) for use on our social media channels.
- 16.2. You give us your permission to take photographs and/or videos of our Activities or other services, including of you and/or your Child (as the case may be) for these purposes.

17. **General health and safety**

- 17.1. As your and your Child's health and safety is our main priority, to protect the safety of all members, you must pay particular attention to all signs relating to health and safety on the Premises. If you or your Child do not understand a notice or sign, please ask one of our team members.
- 17.2. Fire exits are clearly marked throughout the Premises. If there is a fire or you or your Child hear the fire alarm, you should make your way out of the Premises through the nearest possible exit.
- 17.3. If you or your Child suffer an accident or injury on the Premises, you must report it and the circumstances under which it happened to a member of our team immediately.
- 17.4. While you are at the Premises, we expect you to behave appropriately, respectfully and politely, and dress appropriately at all times. We can

prevent you from entering the Premises or ask you to leave if we think that your behaviour or appearance is not suitable.

- 17.5. To make sure you or your Child gets the most from every activity that you or your Child participates in in the safest possible way, you should always make sure that you or your Child warms up properly and takes time to cool down after the Activity. We oversee a warm up at the start of every Activity and we oversee a cool down at the end of every Activity. You and/or your Child (as the case may be) must arrive on time for each Activity, participate in the warm up, and must participate in the cool down at the end of every Activity. Failure to do so may result in harm or injury to you and/or your Child (as the case may be) for which we will not be responsible.
- 17.6. You or your Child should not take part in any physical activity that you or your Child may not be fit for. You are responsible for monitoring your own condition during physical activity and that of your Child.
- 17.7. You should tell us when you join about anything that is relevant to your or your Child's physical condition. You should continue to keep this information up to date throughout your Membership.
- 17.8. You and your Child are responsible for monitoring your own physical condition. If you or your Child suffer any unusual symptoms, you must immediately stop the activity and tell a member of the coaching staff.

18. **Competitive classes**

- 18.1. Any competitive classes that we offer are strictly on an invitation only basis and at our absolute discretion. Our coaching staff will make the decision as to which competitive grade or level you or your Child will compete at.
- 18.2. If you or your Child (as the case may be) does not meet the standards required for a particular competitive class, we may ask you or your Child to move to a more appropriate class suitable for your age or gymnastics capability.
- 18.3. You can find out the standards that we require members to meet for each particular competitive class by asking a member of our team.

19. **Governing law**

These terms and conditions are governed by English law.