

# Terms & Conditions

NWG Academy is a specialist company based in London and is owned by NWG.

## Definitions

“Booking Form” means the form relating to the online booking or re-booking of the Participant for a Term as set out at the booking stage of the website

“Carer” means the person who brings / collects the Participant to the class and who is responsible for their welfare

“Class(es)” means a NWG Academy class described on the Booking Form

“Coach” means the individual engaged by NWG Academy to teach Classes. Whilst every effort will be taken to maintain the consistency of the Coaches during the Term, NWG Academy retains the right to change the coaching staff where/when necessary

“Fees” means the value chargeable including VAT to attend Classes for the period, as specified on the Booking Form

“Parent” means a parent or legal guardian of the Participant who will be responsible for the payment of the Fees and who is the contracting party to this contract and who shall (if the Carer is not the Parent) be responsible for compliance with these Terms & Conditions by the Carer

“Participant” means the person who is attending or who is booked on to a NWG Academy Class whose details are specified by the Parent or Carer on the Booking Form

“Premises” means the premises where the Classes take place

“NWG Academy” or NWG Academy Ltd, as named on the Booking Form, the company with whom you have entered into this contract in respect of the provision of classes or clothing.

“Term” means the agreed dates on the Booking Form and as described under “view classes” on the Website.

“Terms & Conditions” means the terms and conditions set out in this document and any special terms and conditions agreed in writing by NWG Academy Ltd and the Parent or Legal Guardian.

“Website” means the website at [www.nwga.co.uk](http://www.nwga.co.uk)

## Acceptance

All agreements and issues relating to the teaching of the Classes by NWG Academy to the Participant and the ongoing communication with coaches, office staff and NWG Academy head office are subject to the Terms & Conditions to the exclusion of all others.

No variation or addition to the Terms & Conditions shall be binding unless agreed in writing by NWG Academy and the Parent.

These Terms & Conditions shall be deemed to be accepted by the Parent and the Carer once the box is ticked on the Booking Form and confirmation of payment of Fees has been received by NWG Academy.

NWG Academy may cancel this contract at any time before the Participant commences a Term, for any reason whatsoever. NWG Academy shall not be responsible for any loss or damage whatsoever arising from such cancellation but will refund Fees paid for the remaining Classes in the Term.

In the event that a class needs to be cancelled due to school/religious holidays, school closure or poor weather, NWG Academy will endeavour to provide a replacement class. No alternative financial refund is available.

While NWGA endeavours to maintain consistency of coaching staff across all venues, this cannot be guaranteed. From time to time, sessions may be delivered by a cover coach, or a coach may be assigned to an alternative venue, at NWGA's discretion. Bookings are made for a specific class time and day with NWGA, rather than with an individual coach.

Bookings for all classes are NON-TRANSFERABLE. A registered and booked participant's place in a class cannot be offered to another child whether they are registered with NWG Academy or not.

## **Confidentiality**

By agreeing to these Terms & Conditions the Parent and/or Carer agrees not to share any aspects of NWG Academy's programme with a third party who may be involved in a business that operates in the same market as NWG Academy Ltd. The Parent and/or Carer will not be involved directly or indirectly with such a company. The Parent and/or Carer will not take, replicate or use any of NWG Academy's material directly or indirectly for his/her own use or for use by any third party. During any NWG Academy classes and during Parent Watching week, no images and recordings of any child (except your own) should be shared or uploaded to the internet.

## **Parent/Carer Obligation**

The Parent warrants that the information provided on the Booking Form is accurate and up to date in all respects at the point of booking. Any changes will be sent by the Parent and/or Carer to NWG Academy immediately.

It is the Parent and/or Carer's responsibility to inform NWG Academy of any special medical conditions at the point of booking. This includes behavioural disorders.

The Participant and/or Parent and/or Carer must not attend any Class whilst suffering from any contagious disease or anything similar thereto.

Immediately before and after all classes, the Parent and/or Carer agrees and accepts the sole responsibility, general conduct and care for the Participant whilst on the Premises.

NWG Academy requires the Parent or Carer to leave the premises whilst their child attends our class (with exception for serious medical conditions) and to collect them on time at the end of the class.

**Arriving Late:** If parents/carers arrive more than 5 minutes late to collect their child after their booked session has finished, they will be charged for the coaches extra waiting time at a rate of £5 per 5 minutes or part thereof.

NWG Academy shall have the sole right to exclude a Participant and/or Parent and/or Carer either permanently or for such period as NWG Academy shall (in its entire discretion) determine if deemed necessary for the safety and well-being of other participants or parents or carers.

NWGA reserves the sole discretion to determine whether a parent or guardian must accompany a child for the duration of a class, multiple classes, or an entire term. In such instances, the parent or guardian is expected to comply with the instructions of NWGA coaches and provide support to the child as directed. If NWGA determines that it is in the best interest of the child to receive professional assistance rather than parental or guardian support, NWGA may arrange for such assistance at the expense of the parent or guardian.

Participants not adequately toilet-trained are not accepted in any of our classes.

All Squad participants - Mini, Pre-Intermediate, Intermediate, Pre-Advanced and Advanced selected gymnasts must be members of British Gymnastics.

### **Limitation of Liability**

The Parent and/or Carer agrees that any claim made against NWG Academy will be made in writing within 30 days of the incident taking place and failure to report in writing within this time will negate any such claim.

The maximum aggregate liability for NWG Academy to the Participant, Parent and/or Carer will not exceed the Fees.

Neither NWG Academy nor any Coach, coach's assistant, any employee, agent or other representative accepts responsibility in respect of loss, damage or expense incurred by a Participant, Parent and/or Carer arising directly or indirectly or in any

way connected with the attendance of the Participant, Parent and/or Carer at Classes (or any Class) or any other act or omission on the part of NWG Academy, its Coaches, coaches assistants, employees, agents and/or representatives.

All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of NWG Academy, its coaches, coaching assistants, employees, agents and/or representatives or affects the statutory rights of the parent or Participant.

Children attending a waiting class run by another firm or the school before or after our classes are the responsibility of the providers of the waiting class and are not the responsibility of NWG Academy.

## **Fees, Payment, and Cancellation Policy**

### **Payment Terms:**

All bookings are considered provisional until full payment is received.

Provisional bookings will be automatically cancelled if payment is not received within 10 days of the date of the booking confirmation email, or no later than 2 days prior to the start of the session, whichever occurs first.

For bookings made within 2 days of the session, full payment must be made to secure the place.

Where fees are paid only in part, NWG Academy reserves the absolute right to refuse the participant entry to any class or session until the outstanding balance is settled in full.

For after-school classes, NWG Academy reserves the right to require the participant to refrain from taking part in any session that has not been paid for in advance.

**Consumer Contracts Regulations 2013**, leisure activities that are due to take place on a specified dates are excluded from any cancellation rights, however NWGA offer a **7-Day Cooling-Off Period**. Customers have the right to withdraw from this transaction within a 7-day cooling-off period starting from the date of booking. If a customer cancels within this period but after classes have commenced, they will be charged for any sessions held before receiving the cancellation notice.

**Administrative Fee:** NWG Academy applies a termly administration fee of £10 to cover administrative costs.

**Session Changes and Cancellations:** If you wish to switch to a different NWG Academy class within the same term, a £20 + VAT admin fee will be applied.

**Sibling Discount:** NWG Academy offer a 10% sibling discount on a booking for a 2<sup>nd</sup> or subsequent child residing at the same address. Please email [admin@nwga.co.uk](mailto:admin@nwga.co.uk) to have the discount applied.

**Missed Sessions:** If a class booked as part of the term is missed, NWG Academy does not provide refunds or alternative sessions for absences.

**Childcare Voucher Refunds:** Refunds processed through childcare voucher providers incur an additional £15 admin fee due to the complexity and time required. Under current tax regulations, refunds can only be returned to the childcare voucher provider and cannot be transferred to the payee's personal account. Please note that Edenred vouchers cannot be refunded to Edenred; any unused funds will be credited to the customer's NWG Academy account for future use.

**Fee Adjustments:** NWG Academy may periodically review and adjust class fees based on inflation, rising costs, and the need to maintain service quality. Any price changes will take effect at the beginning of a new term.

**Lateness Fees:** A lateness fee of £5 is charged for every 5 minutes (or part thereof) of delay. This fee must be paid before the next scheduled class or, if it occurs during the final class of the term, within one week.

## Camp Booking Cancellation Policy

To cancel a camp booking (either in full or in part) and receive a credit to your account, NWG Academy requires at least 2 full working days' notice via email at [admin@nwga.co.uk](mailto:admin@nwga.co.uk). Please note that a cancellation fee of £20 + VAT will apply.

For cancellations made with 1 full working days' notice or less, no refund or credit will be provided.

NWG Academy's working days are Monday through Friday

## General

By agreeing to these terms and conditions the Parent consents to the following

### PRIVACY POLICY

NWG Academy does not store nor intend to store any financial details (credit or debit card numbers).

The Parent shall indemnify and keep indemnified NWG Academy against all loss (including loss of profit), liability, cost and expenses which NWG Academy may incur directly or indirectly as a consequence of any action or inaction of the Parent, Carer and/or Participant.

Any deliveries to be sent by either party to the other shall be sent by pre-paid recorded delivery or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting or immediately if hand delivered.

The failure by either party to enforce at any time or for any period any one or more of the obligations arising under this contract shall not be a waiver of them or of the right at any time subsequently to enforce any or all of such obligations.

These terms and conditions constitute the entire agreement between the parties hereto and supersedes prior agreements and understandings between the parties.

This contract shall be governed by the laws of England and Northern Ireland.

### **Complaints**

If you have cause to complain about our service, please speak to the senior teacher concerned. If you feel you have not had a satisfactory outcome, please contact [admin@nwga.co.uk](mailto:admin@nwga.co.uk) and put your complaint in writing. We will follow up the points raised and give you an update on any action taken within 10 working days. If you are not satisfied with the response, please put your complaint in writing to the Welfare Officer and post it to

NWG Academy, 30A Bounds Green Road, London N11 2QH.