NWGA Terms & Conditions

Incorporating the Year-Round Structured Classes Policies (QP and Hampstead)

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 of the Participant for Classes or a Camp as set out at the booking stage of the Website.

'Camp' means a NWG Academy holiday or specialist camp with fixed dates as set out on the Booking Form.

'Carer' means the person who brings/collects the Participant to the class and who is responsible for their welfare during this time.

'Class(es)' means a NWG Academy class described on the Booking Form, including Structured Classes, Parent and Toddler Classes, Drop-In Classes, Adult Classes and Squad Classes.

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

'Direct Debit' means the recurring payment facility set up via the Parent Portal through which Fees for Membership are collected.

'Fees' means the value chargeable, including VAT, to attend Classes or a Camp, as specified on the Booking Form or elsewhere in these Terms & Conditions.

'Membership' means a Participant's ongoing enrolment in a Class under the Monthly Payment Plan or other monthly membership arrangement described in these Terms & Conditions.

'Monthly Payment Plan' means the recurring monthly Direct Debit payment arrangement for Structured Classes described in the Class Fees Policy.

'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 keeping the Carer compliant with these Terms & Conditions.

'Parent Portal' means NWG Academy's online portal through which Direct Debits and other Membership details are set up and managed.

'Participant' means the person who is attending or who is booked into a NWG Academy Class or Camp whose details are specified by the Parent on the Booking Form.

'Premises' means the premises where the Classes or Camp take place.

'NWG Academy' or 'NWG Academy Ltd', as named on the Booking Form, means the company with whom you have entered into this contract in respect of the provision of Classes, Camps or clothing.

'Squad' means a NWG Academy squad training group (Mini, Pre-Intermediate, Intermediate, Pre-Advanced or Advanced) which a gymnast joins by invitation only.

'Term' means, in relation to a Camp, the agreed dates on the Booking Form and as described under "view classes" on the Website. Structured Classes, Parent and Toddler Classes and Drop-In Classes run year-round and are not organised into Terms.

'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.

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.

Administration of First Aid - Accepting our Terms and Conditions gives our qualified first aiders permission to provide first aid when necessary on site ensuring the welfare of the child is provided. Bookings made are

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 attending Classes or a Camp, for any reason whatsoever. NWG Academy shall not be responsible for any loss or damage whatsoever arising from such cancellation but will refund any Fees paid for Classes or Camp sessions not yet delivered.

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 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 will not be involved directly or indirectly with such a company.

The Parent 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, competitions, 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 to NWG Academy immediately.

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

The Participant and Parent/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. This fee must be paid before the Participant may attend their next scheduled Class.

NWG Academy shall have the sole right to exclude a Participant, Parent aor 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, 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 period of Membership. 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.

Limitation of Liability

The Parent 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, volunteers, 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.

Year-Round Structured Classes Policy

NWGA structured classes operate throughout the year rather than in fixed terms.

Regular classes will run every week, apart from a short closure over Christmas, Easter Sunday and any other dates when NWGA is unable to deliver sessions. Parents will be notified of planned closures in advance wherever reasonably possible.

Class Fees Policy

Fees for NWGA classes are as follows:

- Structured classes: £20 per session, payable through a Monthly Payment Plan of £85 per month by Direct Debit.
- Parent and Toddler monthly membership: £42.50 per month, payable by Direct Debit.
- Squad classes: Participation is by invitation only. The applicable training schedule and fees will be confirmed when a squad place is offered.
- Memberships paid in any way other than by Direct Debit will incur a monthly admin fee of £5.
- NWG Academy does not accept cash as payment.
- **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.

The Structured Classes Monthly Payment Plan is calculated across the full year and already takes the planned Christmas closure into account. As the cost is averaged across the year, the monthly fee remains the same regardless of the number of scheduled sessions within an individual calendar month.

No refund, credit or replacement session is provided where a Participant misses an individual scheduled Class.

NWG Academy will provide reasonable notice of any changes to its class fees.

Drop-In Parent and Toddler Class Payment Policy

Drop-in Parent and Toddler classes cost £12 per class.

Payment must be made at the gym using the card machine before the class begins. Card payment is the only accepted payment method. Cash, bank transfers and other forms of payment will not be accepted.

Attendance at drop-in sessions is subject to class availability.

Mid-Month Joining Policy

When a gymnast joins partway through a calendar month, a partial payment will be required for the remaining sessions in that month.

The amount due and payment instructions will be provided in the gymnast's welcome email. The regular Monthly Payment Plan will begin by Direct Debit on the first day of the following month.

Direct Debit and Failed Payment Policy

All monthly membership fees must be paid through the Direct Debit facility on the NWGA Parent Portal. The Direct Debit must be set up before the gymnast's first session.

Parents and guardians are responsible for ensuring that their payment information is accurate and remains up to date.

If a Direct Debit has not been set up, or a payment is missed, declined or otherwise unsuccessful, the outstanding membership fee must be paid before the gymnast may return to training. A £5 administration charge will also be added to the outstanding balance.

The gymnast will be unable to participate in further sessions until:

- the full outstanding balance has been paid
- the £5 administration charge has been paid

Cancelling a Direct Debit does not cancel the gymnast's membership. Membership must be cancelled separately in accordance with NWGA's Membership Cancellation Policy, and all applicable fees will remain payable.

Membership Cancellation Policy

To cancel a Participant's Membership, the Parent or Carer must give NWG Academy at least 10 working days' written notice by completing the online cancellation form found on the Hampstead & Queen's Park webpage https://nwga.co.uk/contact-qp-hampstead/ Working days are Monday to Friday.

Membership always ends on the last day of any month. The Fees due for that final period remain payable in full, regardless of the number of Classes attended.

Cancelling or amending a Direct Debit instruction with the bank does not, by itself, cancel Membership. Membership is only cancelled once NWG Academy has confirmed the cancellation in writing.

Gym Closure and Alternative Class Policy

If a scheduled class falls on Easter Sunday or another day when NWGA is unable to deliver the session, NWGA will offer an alternative class.

The alternative class may take place on a different day or at a different time and will be subject to availability. Refunds and account credits will not be issued where an alternative class has been offered, even if the participant is unable to attend any replacement class offered.

Adjustments for planned closures, including the Christmas closure, are already included in the calculation of the monthly fee.

British Gymnastics Membership Policy

Every gymnast must obtain a British Gymnastics Recreational Membership (www.british-gymnastics.org/membership-join-and-renew) no later than their third session.

British Gymnastics membership is mandatory and provides insurance cover during training, subject to the terms of British Gymnastics. A gymnast who does not hold the required membership will not be permitted to participate after their third session until it has been arranged.

Membership also provides access to the RISE award scheme and home portal, allowing parents and guardians to monitor their gymnast's progress.

Class Changes Policy

Parents and guardians may request to move a gymnast to a different class, day or time. All class changes are subject to availability and cannot be guaranteed.

A class change will only be confirmed once NWG Academy has approved the request and notified the parent or guardian. Gymnasts must continue attending their existing class until the change has been formally confirmed in writing.

If the requested class is full, NWG Academy may offer a suitable alternative or place the gymnast on a waiting list.

General Payment Terms

Consumer Contracts Regulations 2013: leisure activities that are due to take place on 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.

Sibling Discount: NWG Academy offers a 10% sibling discount on the Monthly Payment Plan or membership fee for a 2nd or subsequent child residing at the same address. Please email queenspark@nwga.co.uk or hampstead@nwga.co.uk to have the discount applied.

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

queenspark@nwga.co.uk. or hampstead@nwga.co.uk Please note that a cancellation fee of £20 + VAT will apply.

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

Camp cancellations within the 7-day cooling-off period will be subject to the 48hr cancellation period due to staff having been engaged to work the camp.

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 coach concerned. If you feel you have not had a satisfactory outcome, please contact 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.