

AQUA ELITE - TERMS & CONDITIONS

Who we are: we are Aqua Elite Ltd, a private company registered in England, company number **14002085**, registered address at Unit A3, Peills Courtyard, Bourne Road, Bromley, England BR2 9NS (“**AQUA**” or “**we**” “**us**” and “**our**”).

These terms and conditions (the “**Terms**”), our Academy Rules and our online policies (link) set out the rules and agreement between us, you should read them carefully prior to any purchases and or enrolments.

Auto Pay: Auto Pay is the method of payment required to pay for class fees. It is automatic payment taken from a registered credit/debit on your account.

No participation is permitted without an account being created.

1. THE BASIS OF OUR CONTRACT

- 1.1. When you ask us to become a member and we, in our sole discretion, agree and create an account, the contract between us comes into existence.
- 1.2. We may vary these Terms as required by legislation and to meet the needs of the business. Such legislation demands are mandatory on the Company and will be deemed to take effect.

2. AQUA CLUB MEMBERSHIP

- 2.1. Club Membership is applicable to students enrolled into any of our classes.
- 2.2. Annual Club Membership at an Aqua Elite Academy class is £20 and is charged upon joining and then every 12 months.
- 2.3. Annual Club Membership at an Aqua School Club is £5 which is paid upon joining and then every October.
- 2.4. Seasonal Membership for any team placements is £60 which is payable upon acceptance of the space.

3. FEES & ADDITIONAL CHARGES

- 3.1. Annual Membership is payable at the time of enrolment to AQUA as detailed above. The membership fee will be taken automatically via Auto Pay. You must ensure that your payment details are up to date to prevent any issues with participation.
- 3.2. Participants will be automatically enrolled, and charges added (for academy classes only) after your child’s trial, unless the office is informed by email or phone no later than 5pm the following day. Failure to inform the office will result in charges being taken automatically, and no refunds will be given.
- 3.3. For all academy classes, annual membership is renewed and payable yearly from the anniversary date of charge, taken automatically via autopay.
- 3.4. For all school clubs, annual membership is payable upon joining and renewed every October at a cost of £5. We do not allow a free trial session at a school club.
- 3.5. For all school clubs, you will be automatically enrolled and charges taken prior to 1st day of class.
- 3.6. Annual membership once paid is non-refundable and will not be credited or refunded.
- 3.7. Participation is not permitted without the membership fee being paid and fully up to date.
- 3.8. Should Membership be cancelled, and the Member should wish to return and reactivate Membership, the Membership Joining Fee shall be payable regardless of the last payment made.
- 3.9. Class fees are payable monthly on the 1st of each month (the “**Payment date**”), collected via AutoPay. Members may log in to their online account from 25th of each month for notification of the charges that shall be deducted. Should the Payment Date fall on a weekend or bank holiday, payment shall be processed on the previous business day.
- 3.10. If there are any outstanding charges, AQUA shall re-attempt to collect payment through AutoPay without any further notice to you.
- 3.11. A Member cannot attend class without the required payment being received by us in advance to the class starting.
- 3.12. If Autopay fails on the 1st of the month, AQUA will notify you at the time via email.
- 3.13. Should fees not be paid in accordance with the above due to incorrect AutoPay information, the correct Autopay information must be supplied, and payment must be made within 48hrs. Failure to do this will result in a Member’s space being allocated to another Member from the waiting list, and the Member will need to re-apply for a space, which may result in being entered onto the waiting list until such a space becomes available.
- 3.14. Class fees are not able to be credited or refunded under any circumstances.
- 3.15. No refunds or credits will be given during forced Government closure due to (but not limited to): Global Pandemics such as COVID19. AQUA will allow for the transfer of fees taken, to be used against either holiday workshops or open hours within a timeframe set whilst **actively enrolled** into classes, at the discretion of the company.
- 3.16. Payment dates may vary from 1st of each month, if forced Government closures occur, and notice of resuming classes are after 1st.
- 3.17. Fees may be increased on a yearly basis at our sole discretion.
- 3.18. Should payments be received later than expected and agreed, a £10 admin charge may apply.
- 3.19. Should any refunds be given, our refund policy can take up to 90 days.
- 3.20. Should parents/guardians arrive five minutes late or more to collect from an academy class or school club, there will be a late fee charge of £20, which will be taken automatically on the day in question. 15 minutes or later will incur an additional £10 late fee for every 15 minutes until child has been collected.

4. CLASS DATES and HOLIDAYS

- 4.1. Academy classes run continuously from September to July excluding bank holidays and the Christmas Break in accordance with our term dates as provided.
- 4.2. Our Warren Road sessions held on a Saturday will change location to Chislehurst School for Girls for all of the school breaks excluding the Summer holidays.
- 4.3. If a holiday is taken, AQUA shall offer alternative sessions (“**Make Up Sessions**”) which Members may attend at any AQUA academy.
- 4.4. The dates a Member wishes to take as holiday **MUST** be during half terms and main school holidays (based on local Borough term dates) and **MUST** be communicated to us via email or telephone prior to the holiday taking place.
- 4.5. Make Up Sessions must be agreed with us and booked in prior to attendance. Please contact the AQUA office to arrange any holiday and Make Up Sessions. Failure to do so will mean that a Member shall not be entered on the register, and will not be permitted to attend the session.
- 4.6. No Make Up Sessions, or holiday periods can be taken during enrolment cancellation or during a cancellation period. For clarity, any holiday dates must be taken during an active enrolment and will not otherwise be accounted for.
- 4.7. Any unused Make Up Sessions shall not be refunded or credited, whether during a cancellation period or during active membership.
- 4.8. Holiday weeks and Make Up Sessions cannot be carried forward to the following holiday year and must be taken during the same year as the holiday is taken.
- 4.9. Make Up Sessions shall not be provided during term time and are not available for Members who have missed classes during term time.
- 4.10. Make Up Sessions cannot be carried over to the following year and any unused sessions will be cancelled.

5. CANCELLATION OF CLASSES (N/A FOR WORKSHOPS AND PARTIES)

- 5.1. **If you need to cancel:** A cancellation period of 30 days is required to cancel a Membership, for which payment for this period still remains payable, regardless of a student’s attendance. 30 days’ notice must be supplied in writing to cancellations@jgagroup.co.uk, or verbally by telephoning our admin office.
- 5.2. Please note that on receiving cancellation notice in accordance with 7.1, we will email you with any details of cancellation including any outstanding amounts to be paid. We will not process cancellation until all outstanding amounts are paid and, until all outstanding amounts are received, the contract shall continue in accordance with these terms, however, please note that attendance shall not be permitted following the 30 days’ notice expiration.
- 5.3. Enrolment may be cancelled within five (5) calendar days of the payment date upon which JGA will refund the balance to you, subject to a £15 cancellation fee, which will be deducted from any final balance. For clarity, the cancellation fee is applicable per enrolment that is to be cancelled.
- 5.4. **If we need to cancel a class.** AQUA reserves the absolute right to cancel classes, alter the times and/or venues of classes, substitute services, teaching staff, or suspend a gymnast’s training without prior notice. Under such circumstances an explanation will always be given - in writing, if requested - and we will endeavour to offer alternative classes which can include class fees becoming transferrable to workshops, open hours or any other activities. Please note that no refunds or credits will be given at any time.

6. NON-ATTENDANCE OF WEEKLY CLASSES DUE TO AN INJURY (N/A FOR HOLIDAY ACTIVITIES)

- 6.1. Should a Member who is enrolled into weekly classes be unable to participate due to an injury please follow the process below:
- 6.2. Notify us straight away and provide us with written correspondence from a medical professional detailing the nature of the injury and expected recovery time.
- 6.3. Payment accounts during a period of absence due to injury will be frozen for a maximum of 12 weeks and shall be reinstated on us being provided with either medical evidence (a letter from a healthcare professional) that a member is able to attend classes again or on the expiry of 12 weeks, whichever is sooner. This allows a space at the academy to be kept open for injured members.
- 6.4. Before returning you must notify us in writing of the Member’s intended date of return, this will allow participation into the class.

7. HOLIDAY WORKSHOPS & ACTIVITIES

- 7.1. Once paid for, payment in respect of holiday workshops and seasonal parties/camps shall not be credited or refunded.
- 7.2. If we receive 48 hours’ notice requesting a change of date for a holiday workshop or seasonal party/camp, an alternative date may be offered at our sole discretion.

8. GOODS THAT WE SELL

- 8.1. **We sell third party goods online or by order form (which we supply to you).** We do not manufacture these goods and do not supply guarantees for these goods, but we do allow for returns subject to 11.2 below.
- 8.2. **Returns:** We will credit/exchange any item you are not completely happy with when you return it to us in saleable condition within 14 days of receipt. In the interests of hygiene, we do not offer refunds/exchanges on leotards if the hygiene seal has been removed.
- 8.3. Please note that any goods ordered by you which are personalised in any way, or which cannot be resold due to hygiene reasons, cannot be returned.

9. OUR RESPONSIBILITIES AND LIMITS OF LIABILITY

- 9.1. **Coaches:** We aim for consistency with coaches at all our classes. However due to unforeseen circumstances that are out of our control it is not always possible to guarantee this. Therefore, it is important that we highlight coaches can and will change from time to time.

- 9.2. **Cancelled Classes:** Should a class be cancelled through an event beyond our control, such as floods, strikes, a problem with the building, then we will provide an alternative time and day of this session to be made up, giving as much notice as adequately possible. In the event you are unable to attend the alternative session then this will not be credited or refunded to you.
- 9.3. **Discipline.** Cheerleading is a sport that requires a high level of safety to be involved. In order to meet our safety guidelines, a certain level of verbal discipline will need be used with a student(s), to minimise injuries and accidents to the best we can. You acknowledge this and agree that we may coach the students accordingly.
- 9.4. **Physical contact.** Supporting and shaping a student is an essential part of coaching cheerleading, in that it helps the athlete understand shapes, movement patterns and complex skills, but also reduces the risk of injury due to a fall or error in performance. Therefore, some physical contact will need to be used with students, to enable good practice. Physical contact will be appropriate in accordance with Aqua's supporting techniques. You acknowledge this and agree that we may coach the students accordingly.
- 9.5. **Personal property:** AQUA will not be held responsible for any lost, damaged or stolen items in the facility where the cheerleading is taking place. It is advisable for items of clothing to be clearly marked with the child's name and for students not to bring any items of value such as watches & mobile phones with them.
- 9.6. **Equality:** At AQUA, we aim to offer quality classes to all, and acknowledge it is illegal to discriminate on any basis. Where possible we try to cater for special needs within our regular classes.
- 9.7. **Anti-bullying.** AQUA work on a strict anti-bullying policy, JGA will not allow any student, parent/guardian or coach to be seen to be abusing this.

10. COMPLAINTS

- 10.1. **Complaints Procedure:** If you have a complaint, please email us at info@jgagroup.co.uk or call us on 020 8464 1477.
- 10.2. We will confirm receipt of your complaint and will then forward your email to the necessary department who will conduct a full investigation into the matter for you and respond within five working days.
- 10.3. We pride ourselves on responding to all complaints with promptness and great customer care.

11. DATA PROTECTION

- 11.1. We are registered with the Information Commissioner as a data controller and we take our responsibilities towards you and your child's personal information very seriously, we only hold data that we need for the purposes of providing our services.
- 11.2. **How we will use your personal information.** We will use the personal information you provide to us in accordance with our privacy policy and, in summary:
- 14.2.1.1 to supply the Services to you; and
- 14.2.1.2 if you agreed to this during the order process, to give you information about similar Services that we provide, but you may stop receiving this at any time by contacting us.
- 14.3 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

12. CONFIDENTIALITY

- 13.1 The Parent/Guardian agrees to keep the content of the AQUA Course and AQUA Training Programme confidential and not to copy or use any aspect of the AQUA Programme directly or indirectly. The Parent and/or Guardian agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with AQUA while the student is a member of AQUA and for a period of two years afterwards.
- 13.2 AQUA shall not at any time disclose to any person any of your confidential information concerning except as permitted by 13.3 below
- 13.3 Each party may disclose the other party's confidential information:
- 13.3.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement; and
- 13.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4 Neither you nor AQUA shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

16 FORCE MAJEURE

- 16.1 AQUA shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17 TERMINATION

- 17.1 A breach of AQUA's terms and conditions or any misconduct that affects Membership, other Members or any other person or body associated with AQUA, or AQUA's ability to perform its obligations under this Contract not specifically mentioned herein may result to temporary or permanent suspension of a Member or gymnast's training with AQUA.

18 WAIVER

- 18.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 SEVERANCE

19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20 **JURISDICTION**

20.1 Each party irrevocably agrees that the laws of England and Wales shall apply to our contract and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.