



TERMS AND CONDITIONS OF ENROLMENT:

Updated 1st May 2022 by Manami Jenden

By registering your child ("participant") in a Gymnastics class or activity you acknowledge acceptance of the Gymnastics terms and conditions below:

TERM DATES & PUBLIC HOLIDAYS:

- Term 1 generally starts from the 4th week of August and runs to the 3rd week of December, just before the Winter holidays. Term 2 runs generally from the 2nd week of January until the 3rd week of June. The term dates follow mostly the Zug school calendar and will be published on our website. Some class dates may differ slightly, please check the dates of your particular class carefully.
- Classes do not operate on Zug public holidays and the Zug local school holidays.

ENROLMENT AND CLASSES:

- Participants that register **for Term 1 (Aug-Feb) will be automatically registered for Term 2 (Feb-June)**. Enrolment for a participant with Gymnastics is for the **two entire terms** and constitutes a one-year programme. If a participant does not wish to continue after the first term, notice in writing by e-mail must be given on or before the **10th December**. After this date, there is a **CHF80 cancellation fee**. If Term 2 has started when notice is given all fees for Term 2 are due and liable. There are no exceptions under any circumstance.
- All Participants must re- register for each new year, i.e. for Term 1. Existing participants will be given notice for priority registration usually in May. If they do not register within the priority registration period granted, a place in their existing class may not be guaranteed for the following term.
- Registration is made only via the online registration form.
- Registration is personal and not transferable.
- New participants are entitled to one trial class only before committing to the course. The online registration form must be completed before a participant can attend a trial. A trial class is allowed only by pre-arrangement with the coach and is only permitted if there is a space in a particular class. If a gymnast does not wish to continue as a participant after the trial, the trial class will be free of charge. If the gymnast wishes to continue as a participant the trial class will be calculated as part of the term's fee.
- After participation in a trial class, parents have 24hours to accept the place, otherwise the place maybe offered to another interested party.
- Gymnastics will accept registration at any time during the term (based on availability). Fees will be prorated accordingly. One exception is enrolment in the first 3 weeks of Term 1 when full term fees are due and charged.
- Fees are charged per term. Fees are based on enrolment (guaranteed spot) and is not a reflection of attendance, therefore missed classes by the participant for whatever reason will not be refunded or re-scheduled.
- Fees are due and payable on or before the first day of term. Admission to the classes is subject to full payment of the fees.
- There is a late fee charge of CHF10 for each month a payment is overdue.

In the case of a cancelled class because of coach illness and a replacement coach cannot be found, a make-up class will be offered on another date at Gymnastics sole discretion. No refund is due in the event the alternative date

is not suitable to the participant. Participants must sign up for a make-up class through parent portal and attend the class within 1 month of the cancelled class.

- Waitlists students are kept on the waitlist for 1 full-year only. If a place has not been found they must re-register for the following year.

REFUND:

- Upon registration of a participant the fees for the entire term are due and payable and there is no refund or part refund except for the following event:
- Gymnastics reserves the right to cancel or reschedule classes under any circumstance or if there are not enough participants to make up a class. Notification will be sent to the participant prior to the start of the class. In this case there will be a full refund (unless the reason for cancellation is an event of force majeure, see below).
- Refunds will not be due and paid if Gymnastics are forced to cancel, or in any way unable to continue with classes due to war, threat of war, invasion, riot, civil war, strike, rebellion, revolution, industrial dispute, terrorist activity, infectious disease/epidemic/pandemic, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport, official order or other circumstance which constitutes an event of force majeure.
- Should classes be cancelled in the event of force majeure (such as COVID-19) and other reasons beyond Gymnastics control (such as burst waterpipe at the premises) for an extended period only, classes - at Gymnastics own discretion - may be continued virtually through our online programme or through pre-recorded classes. Online classes are adapted for safety to suit online training and focus is on gymnastics drills, flexibility, core gymnastics strength. Class times and dates may differ from the original physical classes to suit the circumstance. Online classes may not be equal to the exact number of physical classes. Online classes fully replace physical classes and no refunds are possible.

WAIVER:

- By registering and allowing your child to participate in the classes and/or activities offered by Gymnastics you acknowledge that gymnastics is a sport and carries inherent risks of injury as with any physical activity that involves motion, rotation and height. Participation in Gymnastics' class is at the participant's own risk. Any liability of Gymnastics for any direct or indirect damages of a participant resulting from an accident, injury or illness is (to the extent permitted by law) excluded and waived.
Any liability of Gymnastics for any direct or indirect damages resulting from an accident, injury or illness and caused by a Gymnastics coach is expressly excluded and waived by the participant and his parent(s) respectively.
Proper insurance is the sole responsibility of the participant.
- Gymnastics is not liable for the loss of any objects, money, clothes etc. Also excluded is the liability for any items deposited or left in the venues or premises used by Gymnastics. Proper insurance for any such loss is the sole responsibility of the participant.
- If the parent(s) or any other responsible person indicated upon enrolment cannot be contacted in the case of illness or accident of the child during a class, Gymnastics is herewith authorised to seek any medical, hospital or ambulance services as it sees fit and the parent(s) agree(s) to meet all expenses involved.
- By registering a child the parent(s) confirm(s) that the child has the appropriate medical insurance, that the child is medically fit to take part and that any medical history of the child has been declared upon enrolment.
- The parent(s) acknowledge(s) to be fully responsible for the cost of any damage their child causes at any of the venues, equipment, property or to any other participant and to have the appropriate insurance.

- For online classes, parents must enrol their child into a class that is at the child's current level as in the child's physical class. Parents acknowledge and confirm that they will supervise their child's activity during the child's class and the attending of the online class is at their own risk. Parent acknowledge and confirm that they have explained to their child that the child should not attempt any skills that are beyond the child's abilities or should not join in the activity if the child is not fit to do so.

CONDUCT:

- Gymnastics reserves the right to refuse or terminate enrolment or to exclude a participant from class who poses a disciplinary problem and/or if the participant's conduct interferes with the safety or comfort of other participants, guests or coach under exclusion of the right to a refund of fees.
- It is a requirement for admission to the venue and/or class that all participants and guests follow the instructions of Gymnastics coaches including rules, regulations and policies as published, distributed or posted from time to time.
- A child who is in the venue but not participating in classes must be supervised by an accompanying adult at all times. Gymnastics in no event may babysit or supervise a child (such as siblings or friends) that is not in the class. Only participants under the direct supervision of a coach may be admitted to the gymnastics area. All other children are not allowed to use any gymnastics equipment.

MEDIA POLICY:

- Parents acknowledge that from time to time their child's image may be captured by photo, video or otherwise recorded classes or events and placed on our website or social media platform (facebook, Instagram, website etc) for promotional purposes during the delivery of any of Gymnastics' programme. By accepting these terms and conditions you give your express consent to Gymnastics to do so without further permission being necessary unless you have expressly instructed Gymnastics in writing by e-mail that you do not wish any photos/videos being taken of your child before such images may be captured.

SECURITY AND PRIVACY STATEMENT:

- By enrolling via and using our website you acknowledge that Gymnastics may collect and process personal data on a confidential database as stated below:
- Gymnastics uses your and your child's personal information ("personal data") for registration and administration purposes only. Gymnastics will retain and process the personal data for as long as is necessary to fulfil these purposes in accordance with the relevant applicable legislation.
- You authorise Gymnastics to send you marketing and other Gymnastics' information from time to time unless advised by e-mail that you do no longer wish to receive such information.
- You further acknowledge that personal data is stored in an external data base management system.
- Gymnastics may be contacted at info@gymnastics.com if you would like further information about the way in which Gymnastics processes and collects your and your child's information.
- Please go to https://b960b91e-5f97-4462-b96e-846685016d91.filesusr.com/ugd/754a8c_bfb4da947180492dbec9961e4b048c7c.pdf for a detailed statement of Gymnastics Privacy Policy.

Gymnastics may amend these terms and conditions at any time at its discretion. You will be updated and informed of these changes prior to their coming into effect.