

## **Premier Gymnastics Academy Membership Terms and Conditions**

- "Member" means – person applying for membership / if under 18 years then parent and child applying for membership at Premier Gymnastics Academy.
- "Venue" means premises where Gymnastics services are provided (including car parking, waiting areas and amenities).

**Agreement** This agreement records the terms on which Premier Gymnastics Academy (The Club) and the member acknowledge these terms and conditions as binding terms of the Membership Agreement. A signed membership form is a signed agreement.

**Privacy** Premier Gymnastics is committed to protecting your privacy. In accordance with the Privacy Act (1998), the information we collect about you/your child will be used primarily for matters specifically related to participating in gymnastics. To assist in providing our services, the organisations to which we disclose information to include: Gymnastics Queensland /Gymnastics Australia /GA Authorised /Sports Insurance /Our professional advisors including Recovery Agency, accountants, auditors, lawyers, government and regulatory authorities and other organisations as required or authorised by law.

**Membership Protection Policy** This policy has been developed to ensure that our members are provided with a safe, respectful sporting environment whilst participating in activities run by the club. Premier Gymnastics is committed to providing a safe environment for each student that is free from harassment and abuse for each gymnast and promotes respectful and positive behaviour and values. This policy provides a code of conduct forming the basis of appropriate and ethical conduct which everyone must abide by. This is an essential part of our organisation's proactive and preventative approach to tackling inappropriate behaviour. This policy relates to gymnast, parents and staff and a full copy is available from the office/web site.

**Performance Opportunities** Children in the General Gymnastics programs will have the opportunity to showcase the skills they have been learning at our in-house Carnivals/showcase. Coaches will teach the required routines/skills in regular classes.

**Training Attire** No club training attire is compulsory. Premier shirts are encouraged to be worn. Leotard for girls and shorts and shirt for boys is recommended, any form fitting clothing free of buttons and clasps is also a great option eg. Bike pants or leggings with a t-shirt or singlet. Hair must be tied back off the face, avoid clips or ribbons as they may get lost in the gym.

**Membership form** All members including trials must complete and return an enrolment form prior to the lesson. It is the parents/guardian's responsibility to update Premier with any changes of contact /personal details.

**Viewing of classes** We would love you to be part of your child's gymnastics journey, but we do ask that you respect our coaches 'classroom'. Like all teachers, coaches also prefer to have 'students' complete attention. Parents are most welcome to stay for classes up to 1.5hr in duration. We also welcome your assistance when required. However, for classes 2 or more hours we ask that you arrive 10 minutes prior to the end of class to collect your child. For classes longer than 2 hr in duration, viewing is generally not permitted without permission from the office/Head Coach. We also ask that you please ask for the coaches' permission to video training at any time. If you have a family member or special circumstances where you would like to view a class, please contact the office and we will arrange for you.

**Lost Property and Car Parking** The Club strongly suggest that you label all clothing and equipment with your child name. Wynnum (Bayside) venue lost property is in a basket near the PE Sports equipment shed (WAG and Aero) and see Head Coach for RG, and Brisbane venue lost property is located at the pool. Sometimes valuables such as watches, jewellery hand guards etc. may be kept in the office for collection. The club accepts no responsibility for any items left behind at the gym. We strongly advise that you do not bring valuables to the gym. Damage to cars, theft from cars or associated costs relating to parking fines or parking in restricted area are not the responsibility of the club. PLEASE NOTE- parking in staff signed parking at any time is not permitted.

**Food & Drink** The Club is strictly a NUT FREE ZONE. All nuts and legumes must not be consumed whilst in our venues, including items that contain traces of nuts eg: Muesli bars. Classes 2 hours and under in length do not generally stop for a food break. Water can be consumed during your child's lesson. Sports drinks are not permitted. Bubblers are located at all venues, but a water bottle is recommended.

**Coaching Staff Changes** On some occasions your child's coach may be unavailable to take their class. While we do our best to keep consistency of coaches, we reserve the right to change coaching staff without notice and notification on all occasions.

**Class placement** Our coaching staff will place each child into the class that is most suitable for their skill level and maturity. We ask parents to remember that this is always done with the child's best interest in mind. Although we encourage the friendships made through our gymnastics programs, we cannot always ensure friendship groups stay together with progressive movements. We always keep an eye out for children who might be suitable to enter our development or competitive program. These changes can be recommended at any time through the term. The Club reserves the right to change a position in any group or class without warning or counselling where a coach feels that an individual presents a risk to the safety of him/herself or others. Failure to follow instructions or act in a reasonable, sensible way may constitute such a risk. Physical or verbal abuse of a gymnast to a staff member may constitute such a risk. Children progress at various rates. It is unreasonable to expect that a child will advance to the next class level or next competitive level EVERY year. The Clubs philosophy is to progress students once they attain the correct skills and technique for each level. Progression to the next class is primarily driven by age, however a child may progress sooner or later depending on their individual skill level. If you have a query about your child's progress, please have no hesitation in speaking with your child's coach or the Head Coach by making an appointment through the office.

**School Holiday classes-** Clinics/classes are usually offered during the school holidays at both venues. Please refer to the office or our webpage and social media page for details as the end of term approaches. These clinics/classes are charged for separately and must be paid prior to attending. These classes are non-refundable. Competitive team members will receive a holiday training timetable outlining the required sessions they must attend. In some cases, these are at a separate charge depending on the group your child is in. These classes are non-refundable, and bookings is a must through the office.

**Absent** should your child be absent for their class please contact the office to advise. For gymnast in our competition teams you must advise the office and or the Program Director that you will not be attending the training session **Partial and casual attendance** will be charged at higher rate. **Sickness, Injury & Altered Training Hours & Make-up Lessons** Please do not bring sick children or siblings to the gym. In the case of on-going/long term sickness or injury a request can be made in writing along with a medical certificate to the Director to review the account status. Upon acceptance by the Director of a reduced/discounted tuition fees/monthly fees, the account will be adjusted accordingly, and any outstanding amount must be paid immediately, or any funds will be held in credit. When advised by medical or coach to reduce set hours for the gymnast due to an injury or altered training hours, a minor adjustment may be made to your account on a case by case basis, please note you may be charged at a higher rate for less hours as the competitive teams already received a reduced hourly rate. Gymnasts, may at some time, be required to produce a medical certificate confirming their fitness for classes or their general health status prior to being permitted to participate. The club reserves the right to refuse entry to any persons that show signs of illness. Any persons attending class that have pre-existing injury or special needs must notify the office at the time of booking. The Club understands that from time-to-time children become ill or have an unexpected commitment pop up. Premier Gymnastics offers make up classes in these circumstances. Make-up classes are available **only** for recreational classes when possible. Make up classes are not available for competitive or development teams. Please contact the office to arrange a makeup lesson. Please note that a makeup lesson is dependent upon availability of another suitable class. Make-up lessons must be completed in the same term as the missed lesson. Maximum of **2** make-up lessons per term. Shortened or cancelled sessions due to adverse weather conditions, power outages or other circumstances beyond our control will not be refunded but make up lessons may be provided if applicable where possible. In the event of venue interruption or classes being cancelled we will offer a replacement class. If a gymnast misses a class, leaves early or arrives late this **does not** entitle you to a discount on your fees. Your fees pay for a position in a class and the cost to the club remains the same whether you attend or not.

**Changes to Medical & Contact Details** Please immediately notify the office of any changes in contact details or any medical or disability information. All potentially serious medical conditions require an action plan. E-mail is our only source of communication with our member families. Please advise the office if your e-mail address changes so that your records are kept up to date.

**Drop off & Collection** Please be on time to class, arriving at least 5 minutes prior to the start of your child's class. Please stay with your child until they are called by their coach, at no time are children to be dropped off early and left unsupervised. All gymnasts must be escorted to and from the gymnasium - a gymnast will be released when a parent is in the foyer to collect them. Please be on time to collect your child - staff are not permitted to leave until all their gymnasts have been collected. A fee of \$15.00 for every quarter of hour over the time the child should have been picked up will apply if your child is left in our care after their class time to allow for extra staff wages. If there is a specific person/s not permitted to collect your child, please notify the office in writing.

**Registration/Insurance/Membership** Registration with Gymnastics Queensland/Australia, Sports Insurance, Premier Gymnastics administration fee (included in your membership fee you will receive a gift from Premier Gymnastics this is only available once your fees and membership fee is paid in full). Premier Gymnastics Membership fees are non-refundable & non-transferrable between members. Membership fees must be paid prior to your child's enrolment in a class - either after their trial lesson or prior to their first class for the year. Membership is valid from the time the payment is received until the 31st of December in the current year. This is renewed annually.

**Tuition Fees** must be paid by the due date and PRIOR to the start of your child's first class for the term. Term fees pay for your child's position in a class or team. New gymnasts starting part way through the term are charged on a pro-rata basis. Non-attendance does not qualify you for a refund or credit. Your class booking is automatically carried over from term to term until you advise us otherwise. You will receive your invoice in week 8 or 9 for the following term.

**Term Fees** are issued to gymnasts enrolled in our recreational, educational and development programs pay their tuition fees each Term. Tuition fees are calculated on the number of weeks in the term. Terms are calculated using State School term dates. *Specific Somerville House and MBC (Pre Prep, Prep, Jnr Som and MBC Rec Jnr) may have altered dates depending on the school year.* Non-attendance does not qualify you for a refund or credit. No rebates/adjustments are applicable if the athlete trains fewer sessions than scheduled due to injury/competitions/trips/tours/clinics/trials/workshops/displays/state squad/national squad/cancellation of classes or adjustment of classes.

**Other Activities** Internal/external competitions, private lessons, day's camps, clinics, sleepovers, etc – are to be paid in full and prior to these activities. These costs are non-refundable. Clubs fees must be up to date.

**Fundraising** The Club must approve all Fundraising ventures/events however these will be organised by the parent body and money raised will be held by the office until funds are requested for relevant distribution. Current financial members will only receive benefits of the monies raised.

**Monthly Tuition Fees** Some Competitive Team fees are calculated on a monthly basis, annual tuition, averaged over 12 months allowing for 2 to 6 weeks of holidays (depending on the team), which will be scheduled by the head coach. Monthly tuition fees pay for your child's position in a class or team. Non-attendance does not qualify you for a refund or credit. No rebates/adjustments are applicable if the athlete trains fewer sessions than scheduled due to injury/competitions/trips/tours/clinics/trials/workshops/displays/state squad/national squad/cancellation of classes or adjustment of classes. Fees are calculated already taking into account all holiday periods/public holidays and training breaks. Training fees are not varied by periods of family absence, periods of coaching absence (where the usual coach is away at an event, or ill), or athlete illness/injury. Monthly invoices include holiday training. However, if your holiday training **exceeds** your normal weekly hours an additional fee **will be** charged. Accounts for monthly fees are generated on 15<sup>th</sup> of each month and are due in their entirety on the 1st of the month. New gymnasts starting part way through the month are charged on a pro-rata basis. Teams that do not have included holiday training are calculated using State School term dates.

**Payments & Payment Methods** Once you have received an invoice via e-mail please follow the prompts for payment as stated on your invoice. Payments can be made by direct bank transfer, credit card over the phone (surcharge applies) or Eftpos or cash in person at the office.

**Automatic Credit Card Payment** Please see the office should you wish to opt to have your account charged automatically to your credit card (surcharge charge will apply).

**Payment plans** Applications for payment plans must be applied for in writing to the office before the due date. A detail summary of the payment plan must also be email through with the application advising details. Payment plans must be paid in full 1 week before the end of each term. \$20 per term will be charged for all payment plans. Should there be default from planned payments, normal stated administration costs will apply.

**Other costs that may apply** as gymnasts progress and, if they become involved in a competitive program, they will be eligible to enter inter-club, Regional, State and National competitions, tours, clinics, workshop and trials. Parents will be required to pay, Competition/Level test entry fees. An Official and or admin levy will be added to **all** entry fees. This contributes to the cost of extra admin and staffing/coaching at events which is not included in weekly tuition fees. We may not enter your child into any competition/clinic/Workshop/tour/event/additional classes should you have an overdue invoice. Note, not all costs are covered by this levy and for some events there will be additional costs for travel/extra official expenses, but you will be informed of an approximate costing prior to commitment if possible. Standard costs for 2020. Events \$25, Regional Events \$30, State Events \$30 or \$50 for 2 rounds of competition. Events held out of Brisbane (but within QLD) \$40 or \$70 for 2 rounds of competition, National Clubs \$35 or \$50 for 2 rounds of competition, National Championships—\$140 official levy will be charged to all competitors on top of the Gymnastics QLD costing to offset some of the costing to send Premier Coaches/Judges to support our own athletes. Gymnasts in the competitive program also require items such as loops, RG apparatus, Aerobics shoes, strapping tape etc. Parents will be advised when your child requires these items. Travel costs associated with transporting children to training and competitions. Choreography and music (when required). Outfit gymnasts for training and competition in the required Premier uniform. Officials costs to accompany gymnasts to “away” events. All tours are completely user pays for all official’s travel and accommodation expenses and coaching costs. Specialty clinics, State Squad program ( \$30 or \$50 for 2 days) involvement, private lessons, boot camps, additional holiday training, that exceeds your normal weekly hours, development workshops and any other opportunity available to your child will also incur an extra fee. **Please note that should you have not paid your entry fee and or invoice your child will not be entered into the event/workshop/tour/trip/clinic/competition/display/trial/state squad/national squad.**

**Overdue invoices** Premier Gymnastics uses the ‘pay before your play’ policy. When fees are not paid as required your preferred class time may not be available and an administration charge of \$25.00 will be charged each time a reminder is sent. **Gymnasts that have outstanding accounts after 7 days, or new athletes who have not paid their account within 7 days of the invoice being due, will not be permitted to enter any competitions, clinics or other events until the fees are paid for in full. Any athlete that has an outstanding account exceeding \$500.00 will not be permitted to train until the account has been brought up to date.** If your invoice remains unpaid, notification will be sent in writing via the email. Should payment still not be received another email or phone call will be sent and suspension of gymnastics services could apply. If the account remains unpaid, a letter of demand will be sent from a recovery agency. If no payment is received the outstanding debt will be forward to our nominated Debt Collection Agency. All fees incurred by this Agency will also be payable by the member. Once payment has been received in full, gymnastics services may resume. However, no refunds/credits will be available for the non-attendance period. **Please note that no gymnast with an outstanding invoice will be permitted to compete or travel.**

**Refunds** The Club is committed to providing quality services through all areas of their business. Anyone that believes that the agreed service has not been delivered is welcome to discuss this with the Director and/or complete a claim procedure. The Director will be responsible for responding promptly with concerns with respect to the non-delivery of agreed services in line with the Premier Gymnastics refund policy. Staff are responsible for working ethically at all times when delivering agreed services. Please note non-attendance at general training sessions does not qualify a customer for a refund, transfer, credit. Annual club membership/registration fee are non-refundable under all circumstances. Claims for refunds, transfer and credit will not be considered unless all accounts are paid up-to-date or in credit. All Refunds are to be requested in writing.

**Refunds for competitions** after the closing date will be given to the Event Manager and will require a valid and relevant medical certificate. Refunds will not include official levy or administration cost; a percentage of the competition entry will be refunded according to the event organiser.

**Ceasing at your Request** If you decide not to continue with your child’s gymnastics program please advise the office in writing. Once the office has received this notification a cancellation form will be sent. There will be a 2-week cancellation fee and a credit will be given to the remainder of the term. The date of the notification will be used to calculate your two-week cancellation fee and a credit will be given for the remainder of the term fees, unless a medical certificate is given. If a gymnast has been inactive and a credit exist for more than 30 days, these credits will lapse and be written off. Please note if you are requested to advise if you are continuing due to not attending classes, your cessation date (for accounting purposes) will be the date of your reply or notice.

**Suspension/Termination** If for any reason the Code of Conduct is not followed by parent or gymnast and resolution cannot be achieved this may result in a suspension or termination of membership. This will be advised in writing by the director.

**Grievance Procedure** Administrative & payment related matters should all be directed to the Office Manager. If the matter is not resolved to your satisfaction, then your matter will be forwarded on to the Director. Coaching related matters should be brought to the attention of the office to be forwarded on to the Director. Should an issue arise that is related to another parent or another gymnast’s behaviour issue this must also be reported to the office to be forwarded to the Director. No complaint or request will be considered unless the correct grievance procedure is followed.

**Feedback** We welcome feedback positive and negative regarding our program and the services we offer. We would appreciate this feedback given directly to the Office Manager or Director only. Please avoid discussing issues you may have with other club members. If management become aware of any situations that are of a negative or damaging nature these matters will be addressed and may affect your child’s membership with Premier Gymnastics. Remember we can only help, if we are made aware of any situation.

Signing your membership form confirms that you agree to the Term and Conditions set out by Premier Gymnastics.