Jamies Gymnastics Academy Ltd – Terms & Conditions

Who we are: We are Jamies Gymnastics Academy Ltd ("JGA", "we", "us", "our"), a private company registered in England, company number 09029054, with registered address at The Langley Court Pavillion, Unit 2 Mosaic Way, Beckenham, Kent BR3 3SW

These Terms & Conditions ("Terms"), together with our Academy Rules and Club Policies, set out the agreement between us. By enrolling your child, creating an account, booking a free trial or making any payment, you confirm that you have read, understood, and agree to be bound by these Terms, the Academy Rules, and all Club Policies.

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.

1.3. These Terms apply to each account created with JGA and to all children registered under that account. By creating or maintaining an account, you confirm that you agree to these Terms for every child enrolled under the account, including any children added at a later date.

1.4. JGA reserves the right to refuse membership or enrolment to any individual at our sole discretion. Reasons may include, but are not limited to, a history of non-payment, breaches of these Terms, behaviour that may compromise the safety or wellbeing of other members or staff, or any other reason deemed appropriate by JGA. No liability shall arise from such refusal.

2. JGA ANNUAL CLUB MEMBERSHIP

2.1. Annual Club Membership is applicable to students enrolled into any of our classes.

2.2. Annual Club Membership at a JGA Academy class is £21 and is charged upon joining and then every 12 months.

2.3. Annual Club Membership at a JGA School Club is £6.50 which is paid upon joining and then every October.

3. BRITISH GYMNASTICS ANNUAL MEMBERSHIP (ACADEMY CLASSES ONLY)

3.1. Following a trial class, all Members must ensure that they hold valid British Gymnastics Bronze Insurance. It is the obligation of the Member to ensure that this insurance is in place and can be applied for at https://www.british-gymnastics.org/memberships

3.2. JGA shall not be responsible for obtaining a Member's insurance and shall not make applications on behalf of a Member. Renewal of insurance must be completed by September each year, regardless of when initial insurance is purchased.

3.3. The cost of insurance is currently £19 (pre-school)/£26 *(2026-2027)* however this may vary in accordance with British Gymnastics' own policies, and JGA shall not be held liable for any increases in the insurance fees.

3.4. Membership and participation in classes shall not be permitted without the required insurance being in place and evidence provided to JGA.

4. FEES & ADDITIONAL CHARGES

4.1. Annual Membership is payable at the time of enrolment to JGA at a cost of £21 per Member *(Membership Joining Fee)*. 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.

4.2. 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.

4.3. For all academy classes, annual membership is renewed and payable yearly from the anniversary date of charge, taken automatically via autopay.

4.4. For all school clubs, annual membership is payable upon joining and renewed every October at a cost of £6.50. We do not allow a free trial session at a school club.

4.5. For all school clubs, you will be automatically enrolled and charges taken prior to 1st day of class.

4.6. Annual membership once paid is non-refundable and will not be credited or refunded.

4.7. Participation is not permitted without the membership fee being paid and fully up to date.

4.8. Should Membership be cancelled, and the Member should wish to return and reactivate Membership, the annual membership would be payable again, regardless of the last payment made.

4.9. 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.

4.10. If there are any outstanding charges, JGA shall re-attempt to collect payment through AutoPay without any further notice to you.

4.11. A Member cannot attend class without the required payment being received by us in advance to the class starting.

4.12. If Autopay fails on the 1st of the month, JGA will notify you at the time via email.

4.13. 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.

4.14. Class fees are not able to be credited or refunded under any circumstances.

4.15. No refunds or credits will be given during forced Government closure due to (but not limited to): Global Pandemics such as COVID19. JGA 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.

4.16. Class fees are payable regardless of attendance. Fees are non-refundable, transferable, or credited for any missed sessions, absences, or periods when a member does not attend, except where explicitly stated in these Terms (e.g makeup sessions, injured periods as outlined).

4.17. Parents/Guardians are responsible for ensuring that all payments made to JGA are authorised and valid. In the event of a chargeback or disputed payment, the parent/guardian will be liable for the full amount of the class or service in question, plus any fees, costs, or losses incurred by JGA as a result of the chargeback. JGA reserves the right to take legal action or recover such amounts directly from the payment card on file.

4.18. In the event that fees remain unpaid, despite reminders and attempts to resolve the matter, JGA reserves the right to pass the debt to a credit control or debt recovery agency. Any additional costs incurred in recovering unpaid fees will be the responsibility of the parent/guardian and may be added to the outstanding balance.

4.19. If fees remain unpaid and a child is brought to class, JGA reserves the right to discuss the status of the account upon arrival. Such discussions may take place at the entrance or reception area and could be in the presence of other parents or members. Parents/Guardians are encouraged to contact the office in advance to resolve any outstanding fees to avoid such situations.

4.20. Payment dates may vary from 1st of each month, if forced Government closures occur, and notice of resuming classes are after 1st.

4.21. Fees may be increased on a yearly basis at our sole discretion.

4.22. Class fees are due on the 1st of each month. If payment has not been received within 48 hours of the due date, a £10 late payment administration fee will automatically be added to the outstanding balance.

4.23. Should any refunds be given, our refund policy can take up to 90 days.

4.24. Parents/Guardians are responsible for ensuring that their child is collected promptly at the scheduled end time of their class, school club, workshop or other JGA activity, unless the child has permission to leave unaccompanied in accordance with these Terms. Where a child has not been collected within **five (5) minutes** of the scheduled finish time, a **£20 late collection fee** will be charged automatically to the payment card held on the account. Where collection is **15 minutes or more** after the scheduled finish time, an additional charge of **£10 for every further 15-minute period, or part thereof,** will apply until the child is collected. JGA will continue to supervise the child until they are collected by an appropriately authorised person aged 16 or over. The child will not be released to an unauthorised person or a person under the age of 16 for the purpose of avoiding or reducing a late collection charge. Repeated late collection may be treated as a breach of these Terms and may result in further action, including termination of enrolment in accordance with Section 17.

4.25. **Langley Academy only**. An administration fee of £15 will be charged for the processing and removal of any parking fines issued as a result of a customer failing to enter their vehicle registration. Clear signage is displayed throughout the premises advising customers to register their vehicle, and it is the customer's responsibility to ensure that this information is correctly entered. This £15 administration fee must be paid for us to process the cancellation of any fine. We will not be covering this cost.

5. COMPETITIVE PROGRAMME

5.1. If a Member is participating in any of JGA's competitive programmes *(Competitive Member)*, that Competitive Member is expected to maintain the values of JGA at all times, this includes but is not limited to the following:

5.1.1. Competitive Members agree that they will not compete on behalf or in association with any other gymnastics academy, club or school.

5.1.2. Competitive Members are expected to attend all JGA, GFA and other invitational competitions set by Head of Masters.

5.1.3. If informed by head of masters that a Competitive Member is to move class from minis to masters, Competitive Members agree to comply with this.

5.1.4. Competitive Members must purchase JGA prescribed uniform within 4 weeks of becoming a Competitive Member.

5.1.5. Any Competitive Member who fails to adhere to the above shall no longer be permitted to attend competitive programmes and shall no longer be a Competitive Member.

6. CLASS DATES and HOLIDAYS

6.1. Academy classes run continuously throughout the year excluding bank holidays and the Christmas Break in accordance with our term dates as provided.

6.2. If holiday is taken, JGA shall offer alternative sessions ("Make Up Sessions") which Members may attend at any JGA academy. This does not apply to those enrolled into our homeschool classes; please refer to point 6.10)

6.3. 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.

6.4. Make Up Sessions must be agreed with us and booked in prior to attendance. Please contact the JGA 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.

6.5. 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.

6.6. Any unused Make Up Sessions shall not be refunded or credited, whether during a cancellation period or during active membership.

6.7. 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.

6.8. Make Up Sessions shall not be provided during term time and are not available for Members who have missed classes during term time.

6.9. Make Up Sessions cannot be carried over to the following year and any unused sessions will be cancelled.

6.10. For those enrolled into our homeschool classes, if you take a family holiday during term time we will allow up to a maximum of four credited sessions in any 12-month period. The holiday dates must be communicated to us no later than two weeks prior to the missed session. The cost of the class will be credited to your account with us to be used towards the next month's class fees.

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

7.1. 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.

7.2. 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.

7.3. Enrolment may be cancelled within five (5) calendar days of the first 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.

7.4. If we need to cancel a class. JGA 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.

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

8.1. Should a Member who is enrolled into weekly classes be unable to participate due to an injury please follow the process below:

8.1.1. Notify us straight away and provide us with written correspondence from a medical professional detailing the nature of the injury and expected recovery time.

8.1.2. 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.

8.1.3. Before returning you must notify us in writing of the Member's intended date of return, this will allow participation into the class.

9. HOLIDAY WORKSHOPS & ACTIVITIES

9.1. Once paid for, payment in respect of holiday workshops and seasonal parties/camps shall not be credited or refunded.

9.2. 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.

9.3. Parents and Guardians are not permitted to wait on site during workshops or holiday camps. Parents must drop off and collect their children promptly and leave the facility unless otherwise directed by JGA staff.

10. DROP-OFF, COLLECTION & DISMISSAL OF CHILDREN

10.1. Responsibility before handover: Parents/Guardians remain responsible for their child until the child has been directly handed over to a JGA coach or other authorised member of JGA staff at the start of their session.

10.2. Unattended children: Children must not be left unattended at a JGA venue before their session begins. This includes, but is not limited to, leaving a child alone in a changing room, reception area, waiting area, corridor or other part of the venue before a JGA coach has taken responsibility for them. Parents/Guardians must ensure that a member of JGA staff is present and has accepted the child into the session before leaving the venue.

10.3. Responsibility following the session: JGA's responsibility for the supervision of a child ends when the child has been released in accordance with the collection or independent dismissal arrangements set out within this section.

10.4. Authorised collection: Unless JGA has been notified otherwise in advance, children will only be released to the named Parent/Guardian or account holder recorded on the child's JGA account.

10.5. Alternative collectors: Where somebody other than the named Parent/Guardian or account holder will be collecting a child, JGA must be informed in advance. JGA reserves the right to request information reasonably required to verify the identity or authority of the person collecting the child and may refuse to release a child where staff are not satisfied that appropriate authorisation has been provided.

10.6. Minimum age for collection: Any person collecting a child from a JGA class, school club, workshop or other applicable JGA activity must be aged 16 years or over. This requirement also applies to siblings and other family members. JGA will not knowingly release a child into the care of a person under the age of 16.

10.7. Independent dismissal: A child may only be permitted to leave a JGA session without being collected by an authorised person where:

a) the child is aged 11 years or over; and

b) JGA has received a completed Permission to Leave Unaccompanied Form from the child's Parent/Guardian. Permission forms are available from coaches upon request.

10.8. No permission on file: Unless the requirements of clause 10.7 have been satisfied, a child will not be permitted to leave a JGA session unaccompanied, regardless of any verbal instruction given by the child.

10.9. Parental responsibility following independent dismissal: Where permission has been provided for a child to leave unaccompanied, responsibility for the child transfers back to the Parent/Guardian once the child has been dismissed from the session and leaves the supervision

of JGA staff. Parents/Guardians are responsible for determining whether their child is sufficiently mature and capable of travelling or making their way from the venue independently.

10.10. Emergency contacts: Parents/Guardians must ensure that every child's JGA account contains details for a minimum of two emergency contacts who can reasonably be contacted during the times that the child attends JGA.

10.11. Keeping information up to date: It is the responsibility of the Parent/Guardian to ensure that all contact details, emergency contacts, authorised collection arrangements and other relevant information held on the child's account remain complete and up to date. JGA must be informed promptly of any changes.

10.12. Safeguarding: These requirements form part of JGA's safeguarding procedures. JGA reserves the right to refuse to release a child where staff have reasonable concerns regarding the identity, age or suitability of the person attempting to collect them, or where the collection arrangements do not comply with these Terms.

10.13. Late collection: Parents/Guardians must ensure that children are collected promptly at the scheduled end of their session. Late collection charges will apply in accordance with clause 4.24 of these Terms.

10.14. Compliance: Repeated failure to comply with JGA's drop-off, collection or dismissal procedures may be treated as a breach of these Terms and may result in action being taken in accordance with Section 17 (Termination).

11. BIRTHDAY PARTIES

11.1. Booking is not confirmed until £60 deposit has been received. Deposits are non-refundable.

11.2. Remaining payment to be received on month before party. Any delay in payment being received may result in party being cancelled.

11.3. Additional children to be confirmed and paid for one week before party.

11.4. Added extras to be confirmed and paid for one week before party.

11.5. Party times are either a total of 1.5 hours or two hours depending on which package has been booked.

11.6. Party parent/guardian will have 15 minutes prior to the party booking to setup.

11.7. All rubbish must be placed in bin liners and left outside the building for our team to dispose of.

11.8. You will have 15 minutes at the end of your party to remove any rubbish, etc. after 15 minutes should your party have not left the premises, additional fees maybe incurred due to additional hall hire, along with staff's wages.

11.9. Additional fees- £12.50 each 10 minutes that are incurred due to late finishing, along with an additional £14 each 10 minutes for staff's wages. This will be charged the following working day.

11.10. After your 1 hour or 1.5 hours in the gymnasium, your party must not use any of the equipment. The gymnastics part of the party has finished, and the team will be setting down.

11.11. All team members will be setting down the equipment whilst you are having your party tea.

11.12. No shoes allowed on the equipment by any of your party, including adults.

11.13. No alcohol allowed on site.

11.14. No nuts permitted due to allergies.

11.15. We have the right to reschedule any party due to, but not limited to, facility closure or any unforeseen circumstances.

11.16. Any rude or abusive behaviour towards staff, may result in cancellation of the party altogether.

11.17. No animals allowed on site.

11.18. Tables & chairs are provided for up to 20 children. Any parties that have 20+ children, additional foldable tables will be provided, up to 32.

11.19. Any damage incurred to tables, chairs, gymnastics equipment, walls, flooring or the facility in general will be charged directly to the card on file. This includes, but is not limited to, damage caused by decorations, banners, adhesive materials such as tape, cellotape, blu-tac or similar items being attached to walls, equipment or fixtures. Any costs associated with repair, cleaning, or restoration required as a result will be the responsibility of the party parent/guardian and may be charged accordingly.

11.20. Any children that have not been paid for or confirmed two weeks prior to the party, however, have arrived on the day, will be charged at £10 per child which will be taken automatically the same day.

11.21. No confetti or sparkler candles. Should these be used, there will be an additional charge of £25.

11.22. Decorations may only be attached using methods approved by JGA staff. No tape, adhesives, pins or fixings may be applied to walls, equipment, fixtures or fittings without prior permission.

11.23. Langley Academy Parties only. An administration fee of £15 will be charged for the processing and removal of any parking fines issued as a result of a customer failing to enter their vehicle registration. Clear signage is displayed throughout the premises advising customers to register their vehicle, and it is the customer's responsibility to ensure that this information is correctly entered. This £15 administration fee must be covered by the party parent for us to process the cancellation of any fine. We will not be covering this cost.

12. GOODS THAT WE SELL

12.1. 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.

12.2. 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.

12.3. 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.

12.4. JGA operates a third-party café at our purpose-built facility. All sales, products, and services provided by the café are managed exclusively by the third-party operator. JGA accepts no liability for the quality, availability, or safety of the products or services sold, nor for any personal injury, loss or damage arising from their use.

12.5 Parents/Guardians must notify the third-party café operator and JGA of any allergies or dietary requirements. Whilst reasonable care will be taken to accommodate these, JGA and the café cannot guarantee the absence of allergens. Parents/Guardians remain responsible for their child's safety and for providing any necessary precautions.

13. OUR RESPONSIBILITIES AND LIMITS OF LIABILITY

13.1. 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.

13.2. 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.

13.3. Discipline: Gymnastics 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.

13.4. Physical contact: Supporting and shaping a student is an essential part of coaching gymnastics, in that it helps the gymnast 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 British Gymnastics supporting techniques. You acknowledge this and agree that we may coach the students accordingly.

13.5. Personal property: JGA will not be held responsible for any lost, damaged or stolen items in the facility where the gymnastics 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.

13.6. **Equality:** At JGA, 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.

13.7. **Anti-bullying**: JGA work on a strict anti-bullying policy, JGA will not allow any student, parent/guardian or coach to be seen to be abusing this.

13.8. Parents/Guardians are not permitted to remain on site during regular classes, except where a designated waiting area is provided by JGA or where otherwise authorised by JGA staff. Parents/Guardians must comply with the drop-off, collection and dismissal requirements set out within these Terms and must leave the facility once their child has been safely handed over to JGA staff, unless otherwise directed.

13.9 JGA reserves the right to restrict or block any individual from our social media accounts, online communities, or digital platforms in cases where posts, messages, or content may be considered abusive, defamatory, offensive, or in breach of these Terms. This includes, but not limited to, posts tagging JGA or its staff that could bring the organisation into disrepute.

13.10. Parents/Guardians agree to not make, publish, or distribute any statements, comments, or content about JGA, its staff, coaches, members or services that may reasonably be considered defamatory, abusive, misleading, or damaging to the reputation of the organisation. This includes, but is not limited to, posts made on social media platforms, review sites, messaging groups, or online forums. If JGA believes that such behaviour has occurred, we reserve the right to take appropriate action which may include requesting the removal of the contents, restricting access to JGA platforms, or terminating membership in accordance with these Terms. In such circumstances, no refunds will be given.

13.11. Parents/Guardians are responsible for any damage caused by themselves or their children to JGA property, equipment or facilities. JGA reserves the right to charge the cost of repairs or replacement directly to the payment card on file without prior notice.

13.12. Parents/Guardians may be held responsible for loss of earnings to additional costs incurred by JGA as a direct result of their child's actions or failure to disclose relevant health information. This includes, but is not limited to, staff absence caused by contagious illnesses that the parent/guardian was aware of prior to attendance. JGA reserves the right to recover such losses, including charging the payment card on file or taking legal action if necessary.

13.13. Parents/Guardians must park responsibly and considerately when attending any JGA class, activity or event, whether on-site or on surrounding roads. This includes complying with all local parking restrictions, site rules and any instructions provided by JGA staff or venue operators. Vehicles must not block driveways, access routes, emergency exits or cause disruption to neighbouring properties or businesses. Where repeated complaints or breaches of parking rules occur, JGA reserves the right to take appropriate action, which may include issuing warnings, restricting attendance at certain locations, or terminating membership in accordance with these Terms. In such circumstances, no refunds will be given.

13.14. Parents/Guardians and any associated individuals are not permitted to promote, advertise, market or distribute flyers, materials or information relating to any external business, club, activity or event on JGA premises or at any JGA venue without prior written consent from JGA. This includes, but is not limited to, handing out flyers, displaying promotional materials, or directly soliciting other Members or parents. Any individual found to be in breach of this clause may be subject to an immediate charge of £100, which may be taken directly from the payment card on file. JGA also reserves the right to take further action, including suspension or termination of membership in accordance with these Terms.

14. COMPLAINTS

14.1. **Complaints Procedure:** If you have a complaint, please email us at info@jgagroup.co.uk or call us on 020 8464 1477.

14.2. 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.

14.3. We pride ourselves on responding to all complaints with promptness and great customer care.

15. DATA PROTECTION

15.1. 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.

15.2. **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:

15.2.1. to supply the Services to you; and

15.2.2. 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.

15.3. We will only give your personal information to third parties where the law either requires or allows us to do so.

15.4. Accounts created with JGA and all associated personal data will be retained for a period of six (6) years from the date of creation. This retention period is necessary to allow JGA to process payments, respond to queries, manage chargebacks, and comply with legal and regulatory obligations. After this period, data can be securely deleted. Requests to delete account data before this period may not be possible if it conflicts with these requirements.

16. CONFIDENTIALITY

16.1. The Parent/Guardian agrees to keep the content of the JGA Course and JGA Training Programme confidential and not to copy or use any aspect of the JGA 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 JGA while the student is a member of JGA and for a period of two years afterwards.

16.2. JGA shall not at any time disclose to any person any of your confidential information concerning except as permitted by 13.3 below

16.3. Each party may disclose the other party's confidential information:

16.3.1. 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

16.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither you nor JGA 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.

16.4. The coaching methods, lesson structures, class formats, training techniques, skill progressions and programme materials used by JGA form part of the Academy's proprietary training system and intellectual property. Parents/Guardians and Members must not copy, reproduce, distribute, publish, sell, share for commercial purposes or otherwise commercially exploit JGA's proprietary materials or confidential programme information without JGA's prior written permission.

17. FORCE MAJEURE

17.1 JGA 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.

18. TERMINATION

18.1 A breach of JGA's terms and conditions or any misconduct that affects Membership, other Members or any other person or body associated with JGA, or JGA'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 JGA.

18.2 JGA reserves the right to terminate a Member's enrolment or membership with immediate effect where the behaviour of a parent/guardian, Member, or associated individual is considered by JGA to be unreasonable, disruptive, abusive, or in repeated breach of JGA's policies, Academy Rules, or facility regulations. This includes, but is not limited to, the repeated failure to comply with site rules such as parking requirements, safety procedures, or instructions provided by JGA staff. Where termination occurs under this clause, all payments made to JGA, including membership fees and class fees, shall remain non-refundable and any outstanding balances will remain payable in accordance with these Terms.

19. 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.

20. 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.

21. JURISDICTIONS

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.