



UNIT 1A, GATESIDE INDUSTRIAL ESTATE, LESMAHAGOW, ML11 0JR

# Terms and Conditions

## Starting Membership and Your Payments

- 1.1 Lunar Gymnastics pricing consists of two parts: (1) the annual membership fee, and (2) monthly tuition fees.
- 1.2 The members master start date will be the date that the member first attends after any FREE (no charge) trial class.
- 1.3 Your first payment will be collected, in advance of your master start date, by a credit or debit card that you agree to register with us and authorise the use for recurring monthly tuition fee payments.
- 1.4 Your first payment will include your annual membership fee and class tuition fees up until your regular monthly tuition fee payment commences.
- 1.5 Your regular monthly tuition fee payment will be processed on the 1st of the month thereafter, which is the date each month when your monthly tuition fee payment becomes due.
- 1.6 It is your responsibility to keep us updated with an 'active' payment card that is within its expiry date and with sufficient credit or funds available for the full amount due for your monthly tuition fee payment.
- 1.7 If your card fails for any reason, we will try to take this payment again and if it continues to fail, we will contact you to request using an alternative card.
- 1.8 We or our agent may charge a fair and reasonable administration fee if your account falls into arrears. We charge a £10 late fee if we have not received your fees by the 28<sup>th</sup> of each month, Fees are due on the 2<sup>nd</sup> of each month.
- 1.9 We may pass any late or missed payments to a collection agency. If this happens, we will charge fair and reasonable fees to cover our costs for such action.
- 1.10 Cancelling your credit card or blocking your payment to us does not mean you have given us notice to end the membership. As shown in the condition 'Ending Your Membership', you must give us one months' notice.
- 1.11 If you do not pay for your monthly tuition fees, we may prevent the member from entering the club. This does not mean we will end the membership and you still remain liable for unpaid tuition fees and annual membership fees.
- 1.12 Provided you maintain your monthly membership payments, no further term fees are due and you will automatically be re-booked into the next term without the need to re-enter your payment details. We will send out term dates in advance of each new term and your booking confirmation will include all the necessary details of date & time
- 1.13 Training Fees are non refundable, if you miss a class due to illness or injury or for any other reason, if space is available in another class & you wish to make up any missed session we will do our best to accommodate

## **2. Annual Membership**

2.1 Annual membership will be due as part of your first payment when deciding to join the club and will run from the members master start date and will become due annually from the 1<sup>st</sup> of September each year or will run continuously if you opt to pay monthly alongside monthly fees.

2.2 Annual membership is non-refundable and non-transferable

2.3 If you are in your notice period when your annual membership is due for renewal, you will receive a pro - rata annual membership fee for the period of your notice.

2.4 After the first 30 days of being a member, if you give your notice to stop tuition after an annual membership has been made, your annual membership fee is non-refundable & non transferable

2.5 Annual membership is due no more than 4 weeks after joining the club & can be paid annually or added onto your monthly training fees.

2.6 The membership year is split into 4 terms, Sept – Dec – full annual fee, Jan – March,  $\frac{3}{4}$  of annual fee, April – June  $\frac{1}{2}$  of the Annual fee & July -August  $\frac{1}{4}$  of the Annual Fee will be due & added onto your first full monthly fees, if this is the option you take. If you opt to pay annual membership monthly this will be added to first full months fees, £2 for Pre-school, £4 for General & £6 for Competition & Display.

## **3. Termination of membership by customer**

3.1 Membership to LUNAR GC runs on a rolling basis until you tell us that you would like to cancel. You are automatically booked into each term until we are told otherwise.

3.2 Subscription payments are taken via your credit/debit card on the 1st of every month. Please note that in order to pass on these savings, your subscriptions are payable during school holiday months where no lessons are taking place. Should you wish to cancel your membership, we require 1 FULL months payable Fees, in writing (via email – lunargymclubboard@gmail.com) to break the contract with Lunar Gymnastics Club. The members class place remains open to attend until the end of this period.

3.3 Notice to cancel cannot be accepted at by LUNAR GC verbally or to a coach, it must go through in writing via email to the Management board, lunargymclubboard@gmail.com This is to allow the correct data protection security checks to take place.

3.4 We will confirm your cancellation instruction and the date of your last payment and the date of the members last class during your email conversation and re-confirm this by Email. Please retain a copy of this for your records

3.5 It is your responsibility to make sure that we have received your cancellation instruction.

3.6 You can end the membership (no notice period) from the first day of the following month for the following reason: Serious medical illness or injury which cannot be helped by exercise and you by Email to lunargymclubboard@gmail.com a letter from the members doctor with a valid practice stamp.

3.7 The member is not entitled to enter the club if the membership has ended.

3.8 Non-attendance of classes by the member does not mean you have given us notice to cancel. You must give us one months' notice by email, lunargymclubboard@gmail.com. If the member does not attend, this does not mean that you have cancelled and does not mean that we will end the membership and you still remain liable for unpaid monthly tuition payments and annual membership.

## **4 Termination of membership by LUNAR GYMNASTICS CLUB**

4.1 We may cancel the membership in the following circumstances

4.2 Customer or the member break, or continue to break, this agreement or break club code of conduct.

4.3 You or the member use rude or abusive language or threaten or use violent behaviour at any club or by phone or email to our staff.

4.4 You or the member act in a way which disturbs other members or other customers enjoying the club.

4.5 If we end the membership for any of these reasons, you will forfeit any payments that you have made, meaning, we shall not issue a refund for any payments made to date. We will also not grant you or the member future application for membership at Lunar GC and you or the member

shall not be allowed to enter the club.

4.6 If we decide to change the location or permanently close the club, we will, where possible, give you 1 months' notice of the change or closure (either in writing or by email).

## **5 Changing your monthly payments and changing our terms & conditions**

5.1 As a customer you agree to follow rules of membership. We may make reasonable changes to these rules at any time as long as we give you advance notice of the changes.

5.2 Annual membership rates and monthly tuition fee rates may be increased, known as a 'price increase'. We will give you 1 months' notice in writing or by email of any price changes or increases.

## **6 Discounts**

6.1 We operate a discount scheme for additional classes that the member attends. Current prices are available on request, Fees are calculated annually including gym holidays & your fees will remain the same each month. You will pay fees on the 2<sup>nd</sup> of Each month

6.2 We reserve the right to amend or withdraw the discount scheme at any time. We will give you reasonable notice in writing or by email of any price changes or increases or change to the discount scheme.

## **7 Changing our class timetables and operating hours**

7.1 Upon joining, you and the member/s are in agreement that the member/s class times and or day will change during their membership. This is so that we can cater for class demand and to allow members to be in the most appropriate class for their ability and needs.

7.2 Members will move into different classes at different times and or days from the class that they originally join, depending on our class timetables that are published in advance of each club term.

7.3 From time to time, we may make class day and time changes mid-term.

7.4 We will give reasonable notice of all changes to the class timetables, days and times.

7.5 Current class times can be found on the LUNAR GYMNASTICS CLUB Facebook page & are also on the Gym notice board.

7.6 If circumstances that are out of our control (such as bad weather) force us to cancel a regular published class date we may attempt to offer an alternative class day, time or date to substitute this cancelled class, this is known as a 'make-up class'. This may be offered on an alternative day & time to your regular class & will only be offered if we have qualified coaches available. If you are unable to attend, or we are unable to provide a 'make-up class' a refund will not be applicable.

## **8 Customer Obligations**

8.1 You are responsible for paying the appropriate membership costs (annual membership and monthly tuition fees) of all members who are linked to your account. You are also responsible to pay for using facilities, service and products not covered by your membership option.

8.2 you are responsible for keeping up to date on events at the club. There are specific Facebook pages for each section in the club, it is your responsibility to make sure you join the correct pages, ALL MEMBERS SHOULD LIKE & FOLLOW Lunar Gymnastics Club, REQUEST TO JOIN – Lunar General Enquiries page, Lunar Fundraising Page & th page or pages specific to your child's class, Recreation/Trampoline, Acro, tumble, Display. All the links are in your welcome pack.

8.3 you are responsible for checking your emails & the clubs notice board for any information relating to your child's class or events coming up!

8.4 You are responsible for ensuring your child has the correct kit on (leotard & Shorts, hair in a Bun, no jewellery) It is also your responsibility that your child has the correct uniform.

Competitive/Display full kit, 2 t shirts, tumblers also need the tumble leotard. General gymnasts will be required to purchase the new club leotard from October & this is what gymnasts will train in, General Gymnasts are also advised to get the club T shirts & hoody, leggings etc but can still purchase the full kit if they wish.

## **9 Medical Authorisation**

9.1 It is your responsibility as the parent or legal guardian of the member to inform LUNAR GC of any medical conditions or injuries that child (the member) has or had in the past, which may affect their 'health or safety' when participating in classes at LUNAR GC. And to list any medication that child (the member) is currently taking or needs to use whilst at class. Also to update LUNAR GC in the future with any medical conditions or medication needed that arise after joining that may affect child's (the member) 'health or safety' whilst participating at LUNAR GC.

9.2 By attending LUNAR Gymnastics club or class or bringing the member for attendance at LUNAR Gymnastics club, it is deemed that you authorise the staff of LUNAR GC to seek treatment for any injury that may occur to your child (the member) whilst participating at LUNAR GC. And in the event that you cannot be reached you authorise the doctor and, or hospital to perform any necessary emergency treatment.

## **10 Understanding the Risk**

10.1 Due to the nature of the activities at a LUNAR Gymnastics Club, we wish to inform you that the possibility of serious injury does exist. As part of the classes at LUNAR, members will participate in vigorous athletic activity, which will include Trampolining, Gymnastics, Acrobatics, Tumbling, Performing on equipment, Stretching and Conditioning. In an effort to make the sports of Gymnastics, Trampolining, Tumbling and Acrobatics at LUNAR GC as safe as it can be, the staff will instruct all members concerning the necessary rules and the correct mechanics of all skills.

10.2 It is vital that members follow the coach's skill instructions, training rules and club policies in order to decrease the possibility of serious injury.

10.3 Members shall be helped in achieving movements by increasing flexibility and by physical shaping of their body by their coaches, under LUNAR GC guidelines and safe training practices.

10.4 We wish to inform you that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, those activities include but are not limited to gymnastics, tumbling, acrobatics and trampoline.

10.5 By attending Lunar Gymnastics club or class or bringing the member for attendance at a LUNAR Gymnastics club, it is deemed that you assume and ACCEPT ALL RISKS associated with such participation.

## **11 Use of Photos**

11.1 We wish to make you aware that individual and group publicity photos and videos are taken from time to time at LUNAR GYMNASTICS club and in consideration for you or your child's participation, by attending a LUNAR GC class or bringing the member for attendance at LUNAR GC, it is deemed that you grant permission for your or your child's likeness to be used in LUNAR GC publicity or advertising, eg, Website, Facebook, Instagram & newspapers. All imagery is used in accordance to the LUNAR Photographic and child protection policies.

## **12. SCOTTISH/BRITISH**

### **Gymnastics Membership**

#### **Join or renew your membership**

As a member of Scottish/British Gymnastics, you'll enjoy a number of benefits, including insurance and savings at top UK attractions. To help you complete the process, please note the following information:

<https://register.british-gymnastics.org/gymnet/register/registerstart>

- You'll need to be at least 16 years old. If not, please ask a parent or guardian to complete the process on your behalf.
- Whoever completes the process will need an email address.
- You need to pay for membership, this must be done via BACS to the club within 2 weeks of joining the club
- Membership renews 1st October each Year
- Lunar GC has no say in the cost of Scottish gymnastics Membership.
- All Lunar Gymnasts must be affiliated with Scottish gymnastics to take part in Lunar

classes

- You have 2 weeks to complete registration with Scottish Gymnastics, failure to do so will result in your child not being allowed to participate in classes.
- Pre School, not a school yet, General, beginner gymnast. Competitive, any gymnasts actively taking part in competitions outside of the club.

## COVID TERMS & CONDITIONS

-Please ensure you read all the up-to-date COVID-19 information that is displayed on the COVID notice board at Gym.

- Parents can now enter the building to drop off & pick up their child. Please limit your time indoors to 15 minutes. If you must remain in the waiting area or you are staying to the entire session because you are in a parent & child class, please ensure you sign in & out of the building with times. We are still advising that parents return to their car while waiting on their child rather than waiting in the seated area. This is just temporary.
- All over 12's must wear a mask while entering & moving around the building. All adults must keep their mask on while in class.
- All Parents entering the building should be regularly washing & sanitising hands throughout their time in the building.
- Gymnasts, please remember to wash hands regularly, before coming into the hall, after going to the toilet & before you eat & please sanitise after each station.
- If your child is feeling unwell, please do not send them to gym.
- Lateral Flow Tests are advised twice a week as per Government guidelines

## Fees & Covid

- As per in our terms & conditions fees are non-refundable if your child must isolate or tests positive with covid. If there is space available in another class for your child to make up any missed session, we will do our best to accommodate.
- If we must close due to the Head Coach having to isolate or testing positive for covid, we will make arrangements for catch up session at a later date.
- - if we go into another lockdown enforced by the government, fees will be paused until we reopen, you don't need to do anything.

**Definitions** You – the person who is paying for LUNAR GC services, either as member or on behalf of a member (eg. On behalf of your child) Customer – the person who is paying for LUNAR GC services, either as a member or on behalf of a member (eg. On behalf of your child) Member/s and Your Child – the person or persons who are taking part in classes at the club (normally the child or children of the customer) We and us – LUNAR Gymnastics Club Your club – Lunar Gymnastics club at which you applied to join Annual membership – a fee that is due when joining and each year thereafter. For clarification: Your Annual membership is separate to your monthly tuition payments Monthly tuition fees – monthly payments made in advance for timetabled tuition. Regular Club- The club at which the member attends classes.  
**Rights Of Third Parties** A person who is not party to this agreement (The LUNAR Gymnastics Club terms & conditions) shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement (The Flair terms & conditions)  
**Invalidity** If any part of these terms and conditions is unenforceable, the unenforceability of any other part of those conditions will not be affected.  
**Data Protection** Your personal contact information, the member's personal contact information are held on our central database in compliance with the Data Protection Act 1998. Your payment card information is securely stored in compliance with the PCI data security standards.

If your account falls into arrears we may share your contact information with our collection agent for purposes of payment collection. We can only discuss your account and the details of the member with the customer (the person who is paying for LUNAR Gymnastics Club services). And, if you are not the members parent, with your permission, the members parents or legal

guardians.

**Governing Law** This agreement will be governed by the laws of Scotland

If you have any questions, please feel free to ask a member of our coaching team at Lunar GC. Or you can contact our management team by Email: [lunargymclubboard@gmail.com](mailto:lunargymclubboard@gmail.com)

The LUNAR Facebook Page: Lunar Gymnastics Club has contact info & club news.

Each member will be given a welcome pack once they have paid, containing the clubs code of conduct & an information pack containing copies of membership rules, policies and answers to frequently asked questions. This agreement, the members rules, parents rules and all associated rules, policies and regulation of membership, govern the terms and conditions of membership, members use of our club and your relationship with Lunar Gymnastics Club. Please read these documents carefully as they affect your rights and liabilities under the law.

Please note that by attending Lunar Gymnastics club or class or bringing the member for attendance at Lunar Gymnastic club, it is deemed that you accept these Terms and Conditions and agree to be legally bound by them.

Lunar Gymnastics Club – Registered in Scotland – Scottish Gymnastics & Registered Charity  
SCO47478

Lunar Gymnastics Club, Gateside Industrial Estate, Lesmahagow, ML11 0JR