



## Terms and Conditions

### 1. These terms and conditions

- 1.1. What these terms cover. These are the terms and conditions that govern your membership of Velocity which is a trading name of Coaching Connection Ltd. (referred to in these terms as the "Club").
- 1.2. Please read these terms carefully before you submit your request to join our classes. These terms tell you who we are, how we will provide services to you (and your dependants), how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. Information about us and how to contact us

- 2.1. Who we are. We are Coaching Connection Ltd (trading as Velocity), a company registered in England and Wales. Our company registration number is 06276347 and our registered office is at Velocity, Marsh House Sports & Community Centre, Marsh House Avenue, Billingham, TS23 3HB.
- 2.2. How to contact us. You can contact us by telephoning our team on 01642 988 009 or by emailing us at [enquiries@velocitysports.org.uk](mailto:enquiries@velocitysports.org.uk).
- 2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your membership application form.
- 2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5. Notice in writing is deemed to have been served at the point that the Club sends an email to the email address provided in the online parent/customer portal.

### 3. Our contract with you

- 3.1. A contract exists between ourselves and the member/parent/guardian from the first payment made for a class/session/training camp.
- 3.2. Due to limitations on capacity in our classes it may be necessary to be placed on a waiting list until a place becomes available in a suitable class.
- 3.3. No contract exists whilst the participant is on the waiting list.
- 3.4. Participants require individual club membership when they attend any of our regular, weekly, coach lead classes.
- 3.5. Participants require associate membership when they attend any sessions that are not coach lead classes or attend any stand alone sessions.
- 3.6. For insurance reasons, in order to maintain individual club membership, the participant must also hold the required level of British Gymnastics membership and provide evidence of such upon request. Failure to provide the evidence will result in immediate suspension of the participant's individual Club membership.
- 3.7. By joining any class you agree that the participant is capable of engaging in exercise at the Club, and you do not think doing so would be detrimental to their health, safety, comfort or physical condition. You also confirm that the participant does not have any of the medical conditions that British Gymnastics determine, would exclude them from participation, or require further investigation before permitting participation. These conditions currently include rodged spine, detaching retina and Downs syndrome. If the participant has any of the British Gymnastics conditions which require further investigation please contact us on the above contact details.

- 3.8. Membership of the Club is personal and may not be transferred to another individual.
- 3.9. Membership criteria. We accept membership from any suitable participant regardless of age, gender, ability, religious beliefs or ethnicity. We do, however, reserve the right to refuse membership, and admission to the venue, to any individual who has previously had membership to the club or British Gymnastics revoked or who we believe poses a threat to other members or the smooth running of the club.

#### **4. How long membership will last**

- 4.1. The Club membership year runs from 1<sup>st</sup> October to 30<sup>th</sup> September each year. Any membership fees will cover the participant until 30<sup>th</sup> September.
- 4.2. Participants who cease attending classes will maintain their Club membership status until the end of that membership cycle. No refund will be provided for periods of the membership year during which the participant does not access classes.

#### **5. Session fees and membership fees**

##### **5.1. Membership fees.**

- 5.1.1. Prior to the participants first session a charge will be placed on your account, as per our pricing policy at [www.velocitysports.org.uk/documents](http://www.velocitysports.org.uk/documents), to cover Club membership for the remainder of the Club membership year.
- 5.1.2. At the end of each Club membership year, any members, who are active participants, will automatically be billed for the next Club membership year unless we have been notified of their intention to cease participation prior to the commencement of the new Club membership year.

##### **5.2. Session Fees**

- 5.2.1. Session fees are paid by continuous payment authorisation on 1<sup>st</sup> of each month to cover sessions during that month. At the end of each month, unless clauses 7 or 8 below apply, the Initial Fixed Term will be renewed for another month (the "Subsequent Fixed Term"). The same renewal process will apply at the end of any Subsequent Fixed Term, so there will be consecutive Subsequent Fixed Terms until either you or we end your membership, or you cancel the class booking, in accordance with clauses 7 or 8 below. We will continue to charge you the session fees during any Subsequent Fixed Term.
- 5.2.2. If you commence a new session booking part way through a month, the monthly session fees will be prorated from the date of the first session to the end of that month.
- 5.2.3. If you terminate a session booking part way through a month, the monthly session fees will be prorated from the beginning of the month to the final date of the notice period.
- 5.2.4. Unless you tell us otherwise, using our online customer/parent portal, before the end of the Initial Fixed Term (or where relevant your current Subsequent Fixed Term), we will assume that you want this to continue and we will continue to collect the session fees in the same way.
- 5.2.5. Your session fees will be payable whilst your booking continues regardless of whether, or how much, you use the Club facilities.

##### **5.3. Other Fees**

- 5.3.1. Additional charges may be debited from your account where you specifically opt in to an additional product or service. Examples of these include but are not limited to; holiday training camps, additional one-off sessions attended, tickets for social events, purchases of club kit and venue hire/party bookings.
- 5.3.2. We may add additional charges, by providing 30 days' notice in writing, where we believe them to be beneficial to the participant or their participation in specific sessions would require them to access the service. These include but are not limited to; additional costs for competitors such as competition entry fees or temporary Club support payments during closure. Members may opt out of these payments by informing the club, in writing, within the 30 day notice period.

- 5.4. Currently session fees do not incur VAT. Should it be necessary to charge VAT in the future we will pass on the additional cost to customers. We will pass on changes in the rate of VAT. If the rate of VAT changes whilst you are a member, we will adjust the rate of VAT that you pay, and this will result in a change to your fees.
- 5.5. When we can change your membership or session fees. We can increase your membership and/or session fees at any time for any reason stated in clauses 9.3 or 9.4 below by giving you at least 30 days' notice in writing. If you do not want to pay the higher fees, you can cancel your contract by giving us notice to cancel (in accordance with clause 7.1 below) at any time before the increase in membership fees comes into force. If you give us notice to cancel, until that notice of cancellation takes effect, you will continue to be charged the previous fees.
- 5.6. Late payment administration fee. If you pay your membership fees by continuous payment authority and you miss a payment because your continuous payment authority has been cancelled or has failed, we will charge you any processing fees incurred due to the failed transaction plus a fee of £10.00 for each missed payment, to cover our reasonable administration costs.
- 5.6.1. When missed payments are re-attempted, should they fail again, subsequent missed payment fees will be incurred.

## **6. Your obligations**

- 6.1. Your conduct at the Club. You agree that you will comply with the codes of conduct as set by the Club and available at [www.velocitysports.org.uk/documents](http://www.velocitysports.org.uk/documents). These codes of conduct are applicable, not just to the participants, but to parents/guardians/carers and anyone who visits the Club.

## **7. Your rights to end the contract and cancel session bookings**

- 7.1. You may end the contract between us, or specific session bookings, by giving us not less than 30 days' written notice at any time. Session cancellations or transfers must be requested online through the parent/customer portal. The sessions, which will be charged, during the 30 day notice period, may still be accessed by the participant.
- 7.2. Cooling off period. You can cancel your membership within 14 days of the commencement of the contract (referred to as the "cooling off period") without giving a reason.
- 7.2.1. To cancel within your cooling off period please let us know by email to [classes@velocitysports.org.uk](mailto:classes@velocitysports.org.uk), providing the participant's name, home address, and the sessions that had been booked.
- 7.2.2. Any session bookings that fall within the cooling off period, whether accessed or not, will be charged at our 'one off' rate as per our pricing policy.
- 7.2.3. Payments will be refunded, after the deduction of the fees identified in 7.2.2, within 30 days of receipt of your notice of cancellation.

## **8. Our rights to end the contract**

- 8.1. We may end the contract if you break it. We may suspend your membership or end the contract and your membership immediately at any time by giving you notice in writing if:
- 8.1.1. you commit a serious breach of any provision of these terms, including the codes of conduct;
- 8.1.2. you commit frequent or repeated breaches of these terms, even if each one may by itself seem minor;
- 8.1.3. we require time to investigate potential breaches of our code of conduct and/or conduct appropriate disciplinary procedures;
- 8.1.4. you fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first;
- 8.1.5. your membership has previously been revoked; or
- 8.1.6. we reasonably believe that your continued membership of the Club poses a risk to the safety or wellbeing of other members or our staff, of the Club, or to the smooth operation or reputation of Velocity.

- 8.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any Club membership or session fees you have paid in advance, prorated for the remainder to the period they cover, but we may deduct (or charge you additionally) for any reasonable compensation for the net costs we will incur as a result of your breaking the contract. This may include repair or replacement costs of items damaged or stolen and the costs incurred by Velocity for instructing a debt collection agency to recover any fees that you owe us.
- 8.3. Should membership be temporarily suspended, participants may choose to relinquish their booked space in classes or to continue payment in order to retain their space upon expiration of the suspension.
- 8.4. We may end the contract if the Club closes. If the Club closes or becomes unusable in circumstances we did not plan or foresee (for example if there is extensive damage to the Club or the area around it), we can end the contract immediately by giving you notice.
- 8.5. In the event of a temporary club closure we may retain payments made for future scheduled classes which will then be provided upon the reopening of the Club.

## **9. Our right to make changes**

- 9.1. Changes to the Club's facilities. We may make changes to the Club's facilities, equipment and sessions offered at our discretion from time to time for any of the reasons listed in clauses 9.3 or 9.4. Where that change is material, such as changing the location of the club, or permanently ceasing to provide an important facility we previously provided, we will give you at least 30 days' written notice of the change. Upgrading works to the Club's facilities or premises does not constitute a material change for the purposes of these terms.
- 9.2. Changes to these terms. We may make changes to these terms, or any of the referenced documents, at any time for any of the reasons listed in clauses 9.3 or 9.4. We will give you 30 days' written notice of any changes to these terms.
- 9.3. Reasons for making changes. We may make changes to the club facilities or to the terms of the contract, or to the price we charge you, for any of the following reasons:
  - 9.3.1. we may change, remove, or improve or add to our service offering at our discretion as this ensures we respond to customer needs and remain competitive;
  - 9.3.2. the cost to us of providing the facilities or other costs associated with running our business increase (for example, we have to pay third parties more to provide services or goods to us);
  - 9.3.3. to introduce new charges or increase charges where the cost of running our business increases or to maintain or upgrade our facilities or the services we provide;
  - 9.3.4. changes in the availability of suitably qualified staff;
  - 9.3.5. we reorganise the way we structure or run our business;
  - 9.3.6. other valid legal or regulatory reasons; or
  - 9.3.7. we change the terms to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our members have the same contract.
- 9.4. Other reasons for changes. We provide access to the Club's facilities on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes for reasons other than those set out above.

## **10. Our responsibility for loss or damage suffered by you**

- 10.1. By entering into this contract you recognise that any participation in sport carries an inherent risk. While we endeavour to minimise the risk to participants, by following British Gymnastics recommended coaching practices, it is not possible to remove the risk completely.
- 10.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees.
- 10.3. We are not liable for business losses. This contract specifically covers the supply of services for private use. If you use the services for any commercial or business purpose we will have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 10.4. We are not liable for valuables. We are not liable in any circumstances to damaged, lost or stolen valuables whilst participants, parents, guardians, spectators or other associated individuals are on the Club's premises regardless of the item or where it is located. We recommend that no valuables are brought to the Club.

## **11. How we may use your personal information**

- 11.1. How we will use your personal information. We will use the personal information you provide to us to:
- 11.1.1. provide the services associated with your membership;
  - 11.1.2. process your payment for such services; and
  - 11.1.3. to inform you about other products or services that we provide, but you may stop receiving these communications at any time by contacting us.
- 11.2. We may pass your personal details to British Gymnastics, the North of England Gymnastics Association, the North of England Trampoline Technical Committee or any similar parties for insurance purposes, entry into competitions, maintaining the safety of yourself or other members or other reasons associated with supplying a service to yourself.
- 11.3. We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 11.4. We will collect images and videos of participants for internal purposes in order to provide and improve the service we offer. An example of this would be for (but not limited to) coach education. In addition, where consent has been provided, we may publish the images and videos more widely for publicity purposes.
- 11.5. Privacy Notice. More information about how we use your personal information can be found in our Privacy Notice available at [www.velocitysports.org.uk/documents](http://www.velocitysports.org.uk/documents).

## **12. Other important terms**

- 12.1. We are not responsible for things outside our control. If our performance of our obligations under the contract is affected by an event outside our control we will not be liable to you for this provided we try to work around the issue.
- 12.2. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3. If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not bring it to your attention but we continue to allow you to access the Club, we can still require you to make the payment, for all services provided, at a later date.
- 12.5. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.