

Terms and conditions for Wetherby Gymnastics Online

26th March 2020

Wetherby Gymnastics Online is a service provided by Gymfeva for the benefit of Wetherby Gymnastics Club members. The following constitute the terms and conditions to which members agree when signing up for Wetherby Gymnastics Online.

1. Eligibility for sign up to Wetherby Gymnastics Online

Gymnasts who are current members of Wetherby Gymnastics Club are eligible to sign up for Wetherby Gymnastics Online.

13 years old and under

Where gymnasts are under the age of 13 sign up must be on their behalf by the parent/guardian of the gymnasts, Parent/guardians of gymnasts aged 13 years old or under are responsible for managing and supervising gymnasts access.

14 years old – 17 years old

Where gymnasts are aged 14 years old – 17 years old, gymnasts are legally able to sign up on their own behalf however we recommend that sign up is agreed and supervised by parents/guardians. Parent/guardians of gymnasts aged 14 years old – 17 years old are responsible for managing and supervising gymnasts access.

18 Years Old +

Gymnasts over the age of 18 years old are able to sign up on their own behalf.

2. Registration with the Wetherby Gymnastics Online (creating an account)

When registering for access to Wetherby Gymnastics Online we require you to register and provide us with certain information about yourself. In doing this, you agree to:

- I. Provide true, accurate, current and complete information about yourself as prompted by the registration form.
- II. Maintain and promptly update the data we hold by logging into your account and updating via 'profile'
- III. Not share log in and membership with any non- member of the club or any unauthorised person. Doing so may result in your membership of Wetherby Gymnastics Online and/or Wetherby Gymnastics Club being terminated without notice.
- IV. To log out when not using the service to prevent any unauthorised use or access to the information and service.
- V. To pay the required membership fee to the club by standing order, failure to pay or cancellation of the standing order will be considered as relinquishing membership

3. Prices and Fees

Membership of Wetherby Gymnastics Online is included as part of the membership fees to the club. Under normal business these will be full membership fees.

Wetherby Gymnastics Online reserves the right to change the fees for the service and membership as required with due notice of 2 weeks communicated to members via the provided contact email address.

Covid 19 Statement: During the 2020 period of Covid 19 Lockdown the membership fees may be reduced to accommodate the unusual circumstances, the fee level notified by the committee and the club will be the required amount to maintain membership and gymnasts places at the club as well as access to Wetherby Gymnastics Online. Failure to pay will be considered termination of membership as per section 1.

4. Payment

Payment is monthly via standing order payable within 5 working days of the 1st of the month.

5. Prevailing terms and conditions

Please note that this and all other Wetherby Gymnastics, Wetherby Gymnastics Online and Gymfeva pre-contractual documentation shall not constitute an offer. All services provided by Wetherby Gymnastics, Wetherby Gymnastics Online and Gymfeva are on the basis of these Terms and Conditions and if you wish to engage any Wetherby Gymnastics, Wetherby Gymnastics Online and Gymfeva services we shall only provide them if you accept the Terms and Conditions.

6. Changes to Terms and Conditions

- After registering providing the terms and conditions are agreed and met including payment by standing order your account will be activated and you will have access as a member under these terms and conditions.
- Whilst we make every effort to keep changes to the site to a minimum, we reserve the right to make any amendments to the terms and conditions at any time to reflect changes affecting our services, including but not limited to, changes in technology, payment methods and legal and regulatory requirements. By continuing to use this site you agree to accept any changes made to the terms and conditions.
- By continuing to use this site you agree to accept any changes made to the terms and conditions.

7. Ownership and intellectual property rights

Material uploaded to Wetherby Gymnastics Online remains the intellectual property of Gymfeva. Wetherby Gymnastics Online and its members is granted a non-exclusive, non-transferable, revocable licence to access the materials. No content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without Gymfeva's prior permission. Any such use is strictly prohibited and will constitute an infringement of Gymfeva's intellectual property rights.

Gymfeva agrees to not sell or share video or other material which includes images or details of any Wetherby Gymnastics club members without written permission from both the club, the individuals and/or their parents or guardians as appropriate. Gymfeva acknowledges and respects the rights of individuals regarding their personal data including images in photos and videos under the Data Protection Act 2018 (GDPR). Details on the management of personal data including images in photos and videos can be found under the Wetherby Gymnastics Online Privacy Policy.

8. Health and safety of using the services at home

Individuals (or their parents or guardians) using the Wetherby Gymnastics Online services remain responsible for ensuring that the activities are conducted safely.

It remains the responsibility of the Individuals (or their parents or guardians) to ensure that any equipment used is suitable, secured and used correctly.

It remains the responsibility of the Individuals (or their parents or guardians) to ensure that there is suitable clear space without hazards to perform any activities shown on Wetherby Gymnastics Online.

If it is not possible to complete any activities shown by Wetherby Gymnastics Online safely it remains the responsibility of the Individuals (or their parents or guardians) to not attempt those activities. Completion of the activities are not compulsory in order to retain membership to Wetherby Gymnastics Club or Wetherby Gymnastics Online.

9. Behaviour

The Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva reserves the right to revoke access and if necessary, membership where behaviour is deemed inappropriate by the Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva. This includes (but is not limited) to unauthorised sharing of the material, commenting in a derogatory or defaming manner on the club or it's services including on any form of social media. In these circumstances, Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva will neither refund any fees nor reimburse any other costs.

10. Coaches and Presenters

Gymfeva shall provide such coaches, gymnasts or individuals to present the material as it, in its sole discretion, deems fit and Gymfeva shall be entitled at any time to substitute any coach, gymnast or individuals with any other person who, in Gymfeva's sole discretion, is deems suitably qualified to present the relevant material.

11. Liability

Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva does not accept responsibility for anyone acting as a result of information in, or views expressed on, its services including online materials. Opinions expressed are those of individual coaches, gymnasts or individuals presenting the material and not necessarily those of the Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva. Participants should take professional advice when dealing with specific situations.

12. Technology

Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

13. Cancellation

If you wish to revoke your membership to Wetherby Gymnastics Online you must notify Wetherby Gymnastics Club via email giving 28 days notice. Fees paid or payable within the notice period are non-refundable.

14. Transferring your membership

Access and membership is non – transferable without exception.

15. Changes and/or Cancellation

Where circumstances dictate, Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva reserves the right to alter published programmes, presenters, coaches, fees, dates or venues without prior notice. In extreme circumstances, Wetherby Gymnastics Club, Wetherby Gymnastics Online and Gymfeva may be forced to cancel online services. Fees are for retained

membership to Wetherby Gymnastics Club and would not be refundable on cancellation of its online service.

16. Non-attendance

If you fail to use the Wetherby Gymnastics Online service there will be not refund of fees. Fees are for retained membership to Wetherby Gymnastics Club and would not be refundable on cancellation of its online service.