



## EGA SUMMARY of Terms & Conditions & Waiver

\*\*To be read in conjunction with EGA Hand book

\*\*To be read in conjunction with *EGA COVIDSAFE protocols*

By registering yourself or your children in a class or holiday camp you **acknowledge acceptance of these terms and conditions.**

### 1. Annual registration fees

Gymnastics New South Wales (GYMNSW) Registration & Eastern Gymnastics Academy (EGA) Club fees are due annually. Registration fees are set by GYMNSW annually. GYMNSW registration fees and EGA Club fees expire at the end of each year. The Annual GYMNSW registration fee is transferable to another club on condition that your fees are paid in full.

**2. Term fees** - All enrolled gymnasts must pay for the full term once enrolled regardless of attendance. All term fees set each term by Eastern Gymnastics Academy (EGA) are for TRAINING only. The fee schedule is available upon request. **Fees are calculated over an 8 week** period to accommodate public holidays, illness, etc. All Term fees must be paid in full to EGA before the gymnast can participate in any activities. Class sizes are limited and your child's spot is only secured with full payment. Failure to pay may result in losing your spot.

Late payments (paid after due date) will attract an interest charge and administration fee of 10% on the total owing.  
\*Please see Late payment Policy

Payment plans must be approved by EGA and finalised within 6 weeks of Term commencing. Failure to finalise in 6 weeks will attract interest charge and administration fee of 10% on the total owing.

Term fees, Holiday training fees are not refundable and non-transferable. Once an invoice is rendered by EGA, payment is due within seven (7) days.

Unpaid /Overdue accounts will be handed over to an external debt collection agency, with all subsequent costs incurred by EGA being passed onto the client.

### 3. Refunds

There will be **NO** refund on fees paid for change of mind except if due to medical condition validated by medical certificate. Refunds are not given for missed classes or the Registration fee under any circumstances. Annual Registration & Club fee is non-refundable. This includes natural disasters beyond our control.

### 4. Make up classes

Two make-ups per term are permitted (if 3 or more are missed) if due to illness or injury which must be validated by a medical certificate. The makeup class must be taken within the current term in a class with vacancies. We will need 24 hours' notice so make ups can be arranged. Failure to show for a pre booked makeup class will be counted as taken. Missed classes are not transferable to other gymnasts.

### 5. Additional fees

Competition fees, clinics, choreography, coaches or judge's fees for attending any competitions & insurance fees are to be paid on request as applicable.

### 6. Uniforms.

All gymnasts will need to purchase full uniform i.e. leotard when enrolling except Kindergym class

## **7. Progress reports.**

Any parent requesting progress report on their children or any information whatsoever with regard to EGA should contact the office. Parents will be invited to view their child's progress as per EGA Event Calendar.

**8. PARENTS** - PLEASE do not enter the gym and do not interrupt any classes under any circumstances. No parent or any other person is permitted in the gym without specific permission whilst training is in progress.

## **9. Medical Conditions.**

If your child has a medical condition that we need to be aware of, please provide a medical details as pertinent i.e. EpiPen, allergies, etc as well as a certificate of clearance. Please advise us of any important information that is pertinent to your child training at EGA ie custody orders, changes to pick up arrangements etc

## **10. Video surveillance.**

EGA training centre is under constant surveillance by video cameras for your child/children's safety and security and EGA reserves the right to use this video (at EGA's discretion) of your child/children or any participants at EGA training centre, including use for publicity purposes unless otherwise advised.

## **11. Injury /Accidents**

Activities undertaken are for the purpose of recreation, enjoyment & leisure which involves significant exertion or physical risk and EGA excludes all liability of death or personal injury relating to any participation in such activities. I understand that any gymnastic activities or other recreational activity in gymnastics is dangerous. Participants taking part in such activities, do so at their own risk. EGA takes no responsibility for any injury that occurs as a result of participation.

By enrolling in a class/holiday camp or clinic, you hereby grant authority for your child/children to train at EGA and will abide by EGA Terms & Conditions and in so doing agree that EGA coaches, officers, agents are to be free and clear of all responsibilities whatsoever for any accident or illness during your child/children's participation in any activities relating to gymnastic enrolment.

Gymnastics is a hands on sport which requires coaches to be "spotting", helping and developing skills by hand and I understand that gymnastics is an aerial sport and therefore injuries and accidents may occur at no fault of EGA staff and coaches.

## **12. Insurance claims**

EGA will not be responsible if claimants do not request or claim their insurance within **30 days** of sustaining an injury whilst registered and training at EGA.

13. EGA has the right to refuse membership to any child/children if deemed necessary.

16. We are a **Drop off & pick facility** – our priority is safety for all concerned

**Carpark safety.** Parents must escort children into the gymnasium at all times and not drop off at the door. EGA will only accept a duty of care inside the gym. Parents are responsible for their children in the waiting area & outside the building which includes the car park & driveways. For safety reasons, children are not to exit the premises after a class unless with an adult. Children are not to meet parents in the car park but must be collected from the premises and must hold parent's hands when walking to and from the centre. Children are not permitted to run or play in the car park/driveway and must go to the car immediately. We ask that parents do not stand and talk in the car park.

## **Pick up**

Please assist us to ensure a smooth flow for gymnasts entering & leaving the training area by waiting either inside the centre, behind the orange bollards or at the front door (not in the student zone area) Students will collect their belongings and make their way to you.

Please do not wait in the carpark for your child to come to you. You need to come into the centre to collect your child. Children are not to exit the premises after a class unless with a Parent/Carer. Please enforce this with your child as they are not allowed to leave the child zone if they do not see you (Parent/Carer).

All children that are not picked up on time are required to wait in the office until you pick them up.

**Late pickups:** Charges will be incurred for late pick up more than 15 minutes at \$15 for every 15 minutes.

EGA is a drop off pick up facility which operates under a closed door policy. We do not have a viewing room or seating for parents in the gymnasium.

**17. Parking is limited.** Parents are never to park in front of the roller doors or across neighbouring businesses at any time. Please ONLY park in the designated areas.

**18. Privacy** – The information contained in the above form will be used primarily for matters specifically relating to gymnastics participation. While we limit the use and disclosure of personal information provided to us, we may need to disclose personal information to assist in providing our services to the following organisations for specific purposes for which it was supplied:

- Gymnastics NSW & Gymnastics Australia
- Our advisors- Accountants, Lawyers, Auditors, Insurers
- Regulatory Authorities and other organisations as required by law. If you choose not to provide the personal information, we may not be able to provide the level of service that you require (see Privacy Statement Policy for more information)

#### **PARENT' S DECLARATION/DISCLAIMER**

I have read & understand EGA Terms & Conditions (As above). I hereby grant authority for my child/children to train at EGA and will abide by EGA Terms & Conditions and in so doing agree that EGA coaches, officers, agents are to be free and clear of all responsibilities whatsoever for any accident or illness during my child/children's participation in any activities relating to gymnastic enrolment. I understand that gymnastics is an aerial sport and therefore injuries and accidents may occur at no fault of EGA staff and coaches.

I further authorise EGA coaches, officers, agents of EGA to obtain such medical assistance as deemed necessary and agree to meet any expense attached thereto. I understand that unless advised with a medical certificate that all absences from class must still be paid for and no refunds will be given and non-transferable. Unless otherwise advised in writing, I give consent for my child to be photographed / videoed while participating in gymnastic activities. I consent for these photos/videos to be used for publicity purposes if required unless advised otherwise .

Legal Binding Agreement

I understand that by accepting these Terms & Conditions that this agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly, weekly or individual basis.

#### **EGA NOTICE AND WAIVER OF LIABILITY**

Please be advised that all activities held within this Facility can be dangerous and carry risk of harm including, without limitation, obvious risks and inherent risks as defined in the Civil Liability Act 2002 (NSW).

YOU ARE PARTICIPATING AT YOUR OWN RISK AND/OR ACCEPTING THE RISK ON BEHALF OF YOUR CHILD OR THE CHILD FOR WHICH YOU ARE GUARDIAN.

This includes all activities undertaken at EGA such as running, jumping, vaulting, rolling, flipping, trampolining and climbing. By entering the Facility and being involved in any activity you accept these risks as a part of general participation.

By paying fees or participation in any activity of EGA you agree and state that you understand the risks and declare that:

EASTERN GYMNASTICS ACADEMY (EGA) SUMMARY TERMS & CONDITIONS

- I understand that all the activities at EGA can be dangerous and there is a risk of injury, serious disability or death.
- The participant is in good health and does not have any pre-existing conditions or injuries that could be triggered or exacerbated through participation in the activities.
- I accept that these activities are physically challenging and may cause abrasions, sprains, fractures, dislocations, spinal and other injuries.
- I have considered the associated risks and agree to participate voluntarily and at own risk. I accept the risks of injury, serious disability or death.
- I hereby release Eastern Gymnastic Academy CAN 602899650, its officers, employees, contractors, volunteers and any other person from any liability, demand, suit, claim or compensation due to any injury, serious disability or death or any damage to personal property that may occur whilst participating in activities at the Facility.
- I agree that this waiver and release applies to all activities now or in the future undertaken at the Facility and will also be binding on all heirs, administrators, executors and assigns.
- I am over the age of 18 and am legally competent to understand and agree to the contents of this document OR I am a parent or guardian and am legally competent to understand and agree to the contents of this document
- I accept and agree to abide by and follow all the rules, policies, procedures and conditions of EGA. All policies are accessible on request by contacting us at [admin@ega.academy](mailto:admin@ega.academy)

Thankyou