

## Terms and Conditions

Please read these Terms and Conditions carefully as application for membership, squads, centralised training, courses, events, competitions and any other identified service or product with Welsh Gymnastics, is deemed acceptance of them. If you have any questions or require clarification of the content, please contact Customer Support on 0300 300 3127.

These Terms and Conditions apply to all services/products organised and delivered by Welsh Gymnastics and will form the entire agreement between Welsh Gymnastics and the learner in respect of the course and its provision.

For the avoidance of doubt courses, competitions, squads, organised and delivered by external providers will be covered by their own Terms and Conditions, details of which can be obtained by contacting the organiser.

## Products and Services (including but not limited to)

- Membership
- Merchandise
- Recreational Programme and Awards
- Courses
- Competitions
- Events
- Squads

## Terms and Conditions

### 1. Insurance and Liability

- 1.1. Welsh Gymnastics members undertaking a Welsh Gymnastics service have the benefit of membership insurance to provide cover for them in respect of their activities whilst undertaking the service. This insurance does not provide any cover to any person who is not directly registered as an individual member of Welsh Gymnastics.
- 1.2. Welsh Gymnastics shall not be liable and expressly excludes responsibility for any loss, cost, expense or damage to personal belongings suffered during services.
- 1.3. Welsh Gymnastics shall not be liable for any damage or compensation in respect of or in consequence of any accident or injury to any learner whilst engaged in a service, except an accident or injury resulting by negligence on the part of Welsh Gymnastics committed during the currency of the contract.

### 2. Cancellation of services by Welsh Gymnastics

- 2.1. Welsh Gymnastics reserves the right to cancel or reschedule at their discretion, for example but not exclusive to insufficient number of people enrolled, or workforce illness. In such cases, people

shall be offered a refund of the fees paid or a transfer to an alternative provision. In such cases, Welsh Gymnastics' liability shall be restricted to reimbursement of any fees paid to WG alone and will not cover additional fees indirectly associated with the service.

2.2. In the event of a cancellation for a reason outside the control of Welsh Gymnastics, Welsh Gymnastics shall be under no obligation to provide any reimbursement. In the event of any reimbursement being made it shall be a gratuitous payment made without obligation or liability.

### 3. Cancellation charges

3.1. Once an application has been made, the person is liable for the fee, regardless of whether they later decide to withdraw voluntarily from the service.

3.2. If the person cannot attend their chosen service, notice of cancellation must be received by Welsh Gymnastics directly from the person, in writing, whereupon a refund of fees will be given in accordance with the cancellation charges outlined in 3.4 below.

3.3. If written notice of cancellation is not received by the service organiser the person will be liable for the payment of all fees.

3.4. Cancellation charges for any services (including but not limited to competitions, events, training, squads and courses):

- Up to the \*closing date/first session/ deadline of payment – full refund
- After the \*closing date/first session/ deadline for payment – no refund provided
- No refunds of fees will be permitted once the people have started the service for any reason, including but without limitation; early withdrawal from a service or non-attendance unless an extenuating circumstance request is submitted and accepted.

\*in cases where the first session is prior to payment deadline, this will take precedent.

3.5. Any reimbursement approved by Welsh Gymnastics will, wherever possible, be made within 30 days of the date of receipt of the application for such reimbursement.

### 4. Contract and Cooling Off Period

4.1. Upon application to a service organised and delivered by Welsh Gymnastics, the person acknowledges their understanding of and acceptance of these Terms and Conditions and enter into a legally binding contract with Welsh Gymnastics. People have the right to cancel this contract at no cost within fourteen days of receipt of application by Welsh Gymnastics (within the timeframes stated in 3.4). Such cancellation must be in writing to the service organiser.

4.2. In the event of a cancellation under this clause, reimbursement of any fees paid will be made in full, wherever possible within 30 days of receipt of the cancellation request by Welsh Gymnastics.

5. Copyright and Intellectual Property

5.1. The copyright of all material provided by Welsh Gymnastics shall (unless expressly stated or otherwise) remain vested in Welsh Gymnastics and may not be reproduced without Welsh Gymnastics' specific written consent.

6. Data Protection and Personal Data

6.1 Please refer to the [Welsh Gymnastics Privacy Policy](#)

7. Eligibility

7.1. Where required people must be able to provide proof of eligibility to reside, train and/or study within the UK to access specific services.

7.2. People must be able to evidence that they meet any pre-requisite entry requirements, such as age, and qualifications for identified services.

8. Equal Opportunities

8.1. Welsh Gymnastics is committed to promoting equality of opportunity for all to ensure that no-one is discriminated against on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.

9. Payment Terms

9.1. All fees are due at the time of application and should be made in Sterling. If applicable, places will not be held without payment.

9.2. Fee reductions will only apply as indicated on the Welsh Gymnastics membership system/website.

9.3. The individual shall be responsible for the payment of the fees even if a sponsor has agreed to register the individual and pay the fees on their behalf. It is the responsibility of the individual to ensure that the sponsor pays the fees. For the avoidance of doubt, in the event that a sponsor fails to pay the fees as may have been agreed between the sponsor and the learner, the learner will remain solely responsible for payment.

9.4. Welsh Gymnastics reserves the right not to accept applications from individuals/organisations where fees or other costs from previous services remain outstanding until such time as all outstanding fees or other outstanding costs are paid.

9.5. Where successful completion of a service results in the award of a certificate/status, Welsh Gymnastics reserves the right to withhold them where fees or other monies are owed to Welsh Gymnastics.

9.6. In addition, Welsh Gymnastics reserves the right to terminate the individual's right to continue on a service where fees are outstanding and where any agreed instalment payment defaults.

9.7. Welsh Gymnastics may take legal action for the recovery of monies due and in such circumstances WG reserves the right to recover the cost of such action in addition to the outstanding monies.

9.8 Fees include what is promoted at point of purchase. Fees do not include (unless stipulated at point of purchase):

- Insurance for non-Welsh Gymnastics affiliated members or clubs
- Travel expenses
- Replacement logbooks, certificates or study/resource materials. There will be a charge associated to any replacement materials if requested by the learner.
- Re-assessment fees
- Overnight accommodation

10 Education course deferred assessment

10.1. Where the individual is deemed 'not yet competent' or fails to attend any part of their assessment, which forms part of the course, a charge will be made for any further assessment/s.

10.2 Course fees include:

- Certificates of attendance and/or award (as applicable) upon completion
- One assessment where indicated
- Study/resource materials

10.3. Deferral from the original assessment includes:

- Being deemed 'not yet competent'
- Failure to arrive at the allocated assessment at the appointed day or time
- Withdrawal once the assessment invite email has been sent (typically 4 weeks before)
- The logbook not arriving with the assessor by the date indicated on the invitation to assessment email (typically 2 weeks before)

10.4. Deferrals for coaching and judging differ as described below:

- Coaching - A maximum of two deferrals for any part of the assessments are permitted, where a learner is deemed not competent at the third assessment attempt, they will be required to repeat the course.
- Judging - A maximum of one deferral for any part of the assessment are permitted, where a learner is deemed not competent at the second assessment attempt, they will be required to repeat the course.

10.5. In the event of deferral of any part of the assessment a re-assessment fee will be payable in advance of each re-assessment, details of which can be found on the Welsh Gymnastics website or emailing [coaching@welshgymnastics.org](mailto:coaching@welshgymnastics.org)

11. Education Registration Period

11.1. Each course has a specified registration period, and the learner must complete all aspects of the learning programme and assessment within that registration period. For Level 1 courses the registration period is 12 months. For Level 2 and above courses the registration period is 24 months.

11.2. Each judging course has a registration period of 24 months to complete all aspects of the learning programme and assessment. However, should a judging course be taken less than 24 months prior to the start of a new judging cycle then the course must be completed prior to the start of the new cycle qualifications becoming active.

11.3. If the learner fails to complete all aspects of the course within the registration period a re-registration fee will be charged, except in extenuating circumstances where an extension may be granted at the discretion of Welsh Gymnastics (or 1st4sport where applicable). It is the responsibility of the learner to contact the course organiser as soon as possible with supporting evidence where applicable.

11.4. Where the learner does not apply for an extension or re-register within a year beyond the registration period they will be required to repeat the course.

## 12. Extenuating circumstances & transfers

12.1 Extenuating circumstances can be applied for if you experience exceptional, unforeseeable, short-term circumstances which affect your ability to attend part of, or all of your service with us.

12.2 Extenuating circumstances must be applied for by emailing the service organiser.

12.3 Extenuating Circumstances requests must be submitted to the relevant service organiser within 15 working days.

## 13. Rights and obligations of Welsh Gymnastics

13.2. Welsh Gymnastics reserves the right to make alterations to competitions, courses, assessments, workforce, fees or venues without prior notice provided such alterations shall not substantially affect the course content or qualification and such alterations shall, at best, only entitle the participant to reimbursement of any course fees paid.

13.3. Welsh Gymnastics reserves the right to dismiss any person at any time for behaviour, which is deemed to be unprofessional, inappropriate or disruptive to others or Welsh Gymnastics. No fees will be refundable for any individual dismissed under this section.

13.4. Welsh Gymnastics reserves the right to dismiss any person(s) at any time for malpractice including cheating in assessments, cheating at competition, falsifying records, assisting others to cheat, falsification of logbooks and plagiarism. No fees will be refundable for any person dismissed under this section.

13.5. All Welsh Gymnastics materials are available in English and Welsh at request. If you require any reasonable adjustments, please email [contactus@welshgymnastics.org](mailto:contactus@welshgymnastics.org).

13.6 Everyone shall meet and comply with the requirements and/or standards set out in these Terms and Conditions. Welsh Gymnastics reserves the right to suspend and/or exclude (at its discretion) anyone failing to meet such standards and/or requirements, including:

- Familiarise themselves with all relevant policies and requirements.
- Notify Welsh Gymnastics of any specific requirements required to access the service

- Comply with all identified requirements to access the service; i.e. course requirements such as providing participants for the course and assessment. This will be identified when booking/purchasing a service.
- Comply with all reasonable requests of Welsh Gymnastics staff and authorised contractors or agents.
- Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of Welsh Gymnastics, its staff, or visitors and does not impede or prevent the provision of the service or harm the standing and reputation of Welsh Gymnastics.
- Comply with such special requirements for that may be imposed by law or other applicable third party. For clarification such specialised requirements may include health/medical checks or other conditions of conduct.
- Attend all sessions required for the service and complete the programme in full and in the stated order. People who are unable to complete due to illness or injury, extreme personal circumstances beyond the person's control must inform the organiser and provide appropriate evidence where applicable, e.g. medical certificate.
- People must satisfy themselves that the service that they have chosen meets their requirements by reading all available information before commencing.

#### 14. Health and Safety

- 14.1. People need to take personal responsibility for the health and safety of themselves and others; to observe safe standards of behaviour and dress; and to familiarise themselves with the safety requirements of Welsh Gymnastics venue and activity.
- 14.2. Individuals should not interfere with equipment or materials provided without supervision or authorisation.
- 14.3. Individuals are responsible for monitoring their own health and medical conditions. Any learner requiring extra support due to a medical condition is required to declare this prior to the start of the course.

#### 15. Complaints

- 15.1. Where individuals/organisations have cause to make a complaint, this is covered under the complaints policy which can be found on the [Welsh Gymnastics website](#). All complaints will be responded to in accordance with the complaints policy.