

## **TERMS OF SERVICE – BANORA INDOOR SPORTS**

### **INTRODUCTION**

The BANORA INDOOR SPORTS (“Terms of Service”) is a legally binding agreement between BANORA INDOOR SPORTS and you.

By engaging in services provided by BANORA INDOOR SPORTS you are acknowledging that you have read, understand and consent to be bound by all terms and conditions of the agreement. If you do not agree to all the terms set out in these terms of service and terms of agreement, you should not use the BANORA INDOOR SPORTS service.

BANORA INDOOR SPORTS reserve the right to modify these terms for any reason - at any time – by posting a new version on our website ([www.springloadedbp.com.au](http://www.springloadedbp.com.au)).

### **DATA PROTECTION**

Banora indoor sports shall implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and the BANORA INDOOR SPORTS Privacy Policy. For further information on our policy please email [admin@springloadedbp.com.au](mailto:admin@springloadedbp.com.au)

### **LIMITATION AND EXCLUSION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL BANORA INDOOR SPORTS (INCLUDING BUT NOT LIMITED TO; AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES ETC.) BE LIABLE TO ANY OTHER PARTIES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES. INCLUDING LOST SALES OR BUSINESS

### **WAIVER**

Springloaded (referred to as SL) wishes to advise you of the significant risk of injury that is entailed while engaging in action sport activities such as trampolining, gymnastics and parkour. **I acknowledge that my participation in any SL activities entails known and unanticipated risks that could result in physical or psychological injury, paralysis, death, damage to myself, property or to third parties.** I understand that such risks cannot be avoided without jeopardising the essential qualities of the activity. I agree to abide by the rules at all times whilst on the premises, and to listen to and follow all instructions from SL staff. I agree that at the time of entry I am in good physical shape, I am under 130kgs in weight and I am not under the influence of Drugs or Alcohol.

By agreeing to this waiver, I expressly agree to assume all liability for my health and wellbeing whilst I am engaged in the activities provided by SL. I further agree to indemnify and forever hold harmless all staff and entities associated with SL. Should I for any reason file legal action against SL I agree to do so solely in the State of NSW. I further agree to allow SL to use my image or likeness in any promotional materials without claim for compensation.

## TRIALS

Springloaded offers all potential members the opportunity to trial their first class free before committing to full enrolment. If additional trials are required, they will be charged according to the casual rate associated with that class. Trials must be booked prior to class commencing.

## TERM FEES (DUE BY YOUR 4<sup>TH</sup> LESSON)

FEE STRUCTURE:	CASUAL	ENROLLED
• 45MIN CLASS	\$18	\$16
• 1 HOUR CLASS	\$23	\$19.5
• 1.5 HOUR CLASS	\$27	\$23.5

Fees are calculated on a term basis and are aligned as closely as possible to NSW Public School terms. Term Fees will be payable according to the number of weeks in the given term. Term fees may vary due to variations in term length. Participants starting part-way through a term may qualify for pro rata payment for the remaining weeks of the term.

NOTE: You are responsible for payment for your student's classes whether or not your student attends class until a drop request has been received. Verbal notification from a student will not be accepted as a drop request. If a student ceases to attend class without notification the student's account will be charged for an additional 30 days. This charge is incurred for holding the student's place in that class which could have been offered to those on waitlists.

## MEMBERSHIP: INSURANCE

All participants of Springloaded are required to pay an annual fee for insurance with an approved provider. This fee covers the cost of insurance, administration and Springloaded membership. Membership includes discounts on both entry and birthday parties.

As registration expires at the end of each calendar year, the fee varies based on the term the student's classes commence, no partial payments for partial enrolments.

For example: if you are looking at doing Term 2 only you will not be able to pay for just an individual term and would be charged \$80pp.

- Term 1 \$90pp
- Term 2 \$80pp
- Term 3 \$70pp
- Term 4 \$50pp

## **SETTLEMENT OF ACCOUNT**

Failure to pay your account within timeframe specified by Springloaded will result in the outstanding balance being debited from the card provided upon registration. Fees will be billed on dates specified by Springloaded via email (these dates will also be viewable via the parent portal). It is the parent/guardian's responsibility to ensure funds are available, failure to do so may incur additional fees including but not limited to a rejected payment fee (may be charged from Payrix) and/or a debt collection fee (from third party collectors).

## **BILLING AUTHORISATION**

I represent and warrant that if I am purchasing something or paying for a service from MALDAIN PTY LTD or from other merchants through this facility that any credit card or bank account information I supply is true and complete, charges incurred by me will be honoured by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.

I hereby authorise (if online payment is made or autopay information is provided) this facility to charge the primary payment method attached to my account.

I understand that a 30 day confirmed notice is required to terminate billing and **I am responsible for payment whether or not my student attends classes until I notify this facility in writing/email to drop my student from class(es).**

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

## **PUBLIC HOLIDAYS**

Where a Public Holiday would fall within the public-school term; no classes will operate, however our facility will be operational. Full term fee is required, and makeup classes will be available from week 1 of term.

## **MAKEUP CLASSES/TOKENS**

If a student (who does not attend casually) is unable to attend their allocated class, they will automatically be granted a Make-Up Token. Make-Up Tokens can be used to book a makeup class via the parent portal. Alternatively, tokens may also be used for a casual session on weekends of the enrolled term or during the holidays following. Make-Up Tokens may not be carried over from one term to another and expire upon the beginning of said new term.

## **REFUNDS**

Springloaded does not offer refunds for a change of mind. Extraordinary circumstances (as deemed by BANORA INDOOR SPORTS) will be dealt with on an individual basis. For prolonged injury or illness medical certificates may be requested.

For further information please email [admin@springloadedbp.com.au](mailto:admin@springloadedbp.com.au)

## **CLASS CANCELLATION PROCEDURE:**

In the event a class is cancelled by Springloaded, parents/guardians will receive email notification of the cancellation. Cancellations will also be viewable via the parent portal.

## **WHAT TO WEAR**

Participants may wear shorts/leggings and a singlet/t-shirt OR leotards for girls (no dresses/skirts or overly loose clothing). Hair should be pulled neatly and securely away from the face so that it would stay up for the entire lesson. Participants should not wear bows, other large hair ornaments or dangling jewelry (including watches or body piercing) that may cause discomfort or injury during activity. Personal items should be left in cubby holes provided. PLEASE LEAVE JEWELRY ARTICLES AT HOME. Springloaded is not responsible for ANY items that may be lost or stolen. It is highly recommended that students' personal items are marked with their name.

## **ARRIVAL AND DEPARTURE**

Please arrive at least 5 minutes early for class to ensure that you can complete all relevant sign-in procedures with our administration staff and begin class on time. The warm-up is a critical part of all gymnastics programs and is essential to prevent injury. When a class is due to commence, a Springloaded Gymnastics coach will call upon students to come to the area where their group warm up is performed. Students may participate in combined group warmups dependent on the number of students and classes in the time slot.

Please inform us if you know you will be late picking up your child. Instruct your child to wait inside the centre until your arrival and once there, escort them from the building to your car. During drop-off/pick-up times the parking area is crowded, please be alert and drive slowly & carefully.

Springloaded Gymnastics accepts no responsibility for children dropped off early or picked up late from class. The staff have other duties and classes they are responsible for and therefore cannot continue to supervise children if they are not collected before the next class commences. Children should be advised to notify a Springloaded staff member or coach if nobody has arrived to pick them up.

## **GENERAL HYGIENE**

All people who are feeling unwell or showing any kind of signs/symptoms of illness may not be permitted to participate. It is the responsibility of parents and guardians to ensure their child is fit to participate.