

# TERMS & CONDITIONS



**Please find below our full terms and conditions. By signing up to Fallen Angels Cheer via Class Manager, you are hereby agreeing to the terms and conditions detailed below.**

Any athlete currently enrolled with Fallen Angels Cheer who has not completed our new registration form is also bound by these terms and conditions by their continued attendance at classes.

## 1. PAYMENTS

- a) Taster sessions are free; monthly training fees come into effect when an athlete enrolls in our recreational Skills Development Programme or joins a competition team.
- b) Recurring monthly payments are payable every month of the year and take into account the following closures: two weeks at Christmas/New Year, two weeks at Easter and two half term weeks. Fees are calculated annually and divided equally across the twelve months.
- c) Fallen Angels Cheer reserves the right to increase fees in line with inflation or increased cost of hall hire; you will receive four weeks' notice of this.
- d) All training fees, for recreational and competitive athletes are due on the first of the month (or the next working day where the first falls on a weekend or bank holiday). We reserve the right to suspend an athlete from participating in classes until any overdue payments have been received.
- e) A schedule for payment of competition fees will be released in the Competition Pack before the beginning of each competitive season; these include but are not limited to entry fees, spectator fees, uniform. These payments will also be due on the first of the month.
- f) Where possible additional fees for training kit will be requested in the monthly invoice, with payment due on the first of the month. If the item is required imminently, a separate invoice can be issued.
- g) All payments are requested through Class Manager, and are paid via GoCardless, making all transactions safe and secure. As such, Fallen Angels Cheer has no access to any customer bank details and cannot store/save them.
- h) On logging into Class Manager, any outstanding payment amounts will be shown on the home page, and for more details please see the invoices tab.
- i) On request, payments may be accepted as cash/cheque in exceptional circumstances, and invoices paid in this way will be subject to a £3 administration fee.

## 2. DISCOUNTS

- a) A 20% sibling discount will be applied to customers who have two or more athletes training on a competitive team with Fallen Angels Cheer. This discount is only applicable on first team training and does not include additional classes such as stunt groups, camps or any other optional training, or competition fees, tickets, uniforms, kit or any other fee. This discount will be detailed on each invoice.
- b) Sibling discount will be suspended immediately if one or more of the siblings cease training with Fallen Angels Cheer and only one sibling remains.

## 3. REFUNDS

- a) No refunds will be given for training fees.
- b) No refunds will be given for competition fees (see credit note).

## 4. CREDIT NOTES

- a) Credit notes will be issued in place of refunds for circumstances that are out of Fallen Angels Cheer's control. For example, if a competition is cancelled.
- b) If you find yourself in possession of spectator tickets, and Fallen Angels Cheer can sell this on to other athletes, a credit note will be issued.
- c) All credit notes are added to your account on Class Manager and will be deducted from the next available invoice, until no credit remains.
- d) If an athlete leaves Fallen Angels, and they have no outstanding invoices to be paid, a refund will be issued.

## 5. COMPETITION PLACES

- a) The two full weeks of training leading up to competitions are 'Red Zones'. No absences are allowed during these weeks unless authorised by the Head Coach at the beginning of the season. Intended red zone absences must be communicated in writing within two weeks of receiving the Competition Pack.
- b) Fallen Angels Cheer reserve the right to exclude an athlete from a competition if they have one or more unauthorised absences during any Red Zone. It will be at the coaches' discretion if they return to the competition team.
- c) A place on a competitive team is a privilege and not a right. If an athlete's behaviour or attendance becomes detrimental to the performance of the team, Fallen Angels Cheer reserves the right to remove the athlete from that team
- d) Any athlete removed from a competition team by Fallen Angels Cheer, provided they are not dismissed entirely, or any athlete, at the end of the season, no longer wishing to compete is welcome to attend our recreational class.

## 6. TERMINATION OF CLASSES

- a) If a recreational athlete wishes to leave the squad, we must receive written notice 30 days in advance of the planned exit. Fallen Angels Cheer will not accept continued absence as confirmation of leaving, and scheduled monthly payments will be due until 30 days after written notice has been received.
- b) Competitive athletes are signed up for one season at a time, on the basis of attending all competitions detailed in the Competition Pack, plus red zones. Competitive athletes may not leave midseason (defined as any time between two weeks after receiving the Competition Pack, and the final scheduled competition for their team) unless we receive written notice 8 weeks prior to the next competition.
- c) Absence of notice or late notice for exceptional circumstances will be addressed on an individual basis.
- d) Where appropriate, we will issue a written confirmation by email, upon departure that all outstanding fees have been paid and that the account has been settled. Please ensure that you save this somewhere safe in case of future dispute.
- e) In the event of an athlete leaving Fallen Angels with fees still outstanding, Fallen Angels reserve the right to pursue recovery of the debt by all legal means, including court action.

## 7. CANCELLATION OF CLASSES

- a) Occasionally it is necessary to temporarily change the date, time or venue of a class. If this occurs Fallen Angels will notify customers using email, the Class Manager notification board, our Facebook/Instagram pages, SMS text messaging, telephone, word of mouth, or any combination of these means.
- b) We reserve the right to cancel any classes at any time up to and including the time the class starts. We will endeavour to give you as much notice as possible via the means outlined in a). Cancelled sessions will be rescheduled at a later date, or if this is not possible, a credit note will be issued.
- c) Fallen Angels Cheer takes no responsibility for any inconvenience or harm arising as a result of miscommunication of cancelled classes, where you have failed to provide up to date contact information, or failed to take note of the information provided.

## 8. PHOTOGRAPHY

- a) Fallen Angels Cheer will take photographs and videos during training, for the purposes of development of its coaches and athletes, and for example, to later review and improve certain aspects of routine choreography.
- b) Parents and/or athletes may give consent from their Class Manager account for the photographs and videos taken during training to be used for promotional purposes, e.g. sharing on social media, our website, or on leaflets. If consent is not given, this material will be shared only with the Coaching Team, or in certain circumstances (e.g. to allow athletes to review their own routine), other parents and athletes from the same competitive team.
- c) Any material that is shared directly with members and has not been shared publicly by Fallen Angels Cheer, must not be shared publicly.
- d) Parents and athletes may only take photographs and videos of other athletes with express permission of their parent or guardian.

## 9. FALLEN ANGELS LIABILITIES

- a) Fallen Angels does not accept responsibility for loss, damage or injury arising from errors or omissions on the registration form whether completed by you or the person in charge of your child at the time of enrolment.
- b) Fallen Angels does not accept liability for personal injury to any athlete attending class, with the exception of such injury being caused by negligence or default of any member of our staff or any other default on our part.
- c) Fallen Angels Cheer does not accept any responsibility for loss or damage to personal property.
- d) Fallen Angels Cheer does not accept responsibility for any loss or expense due to circumstances beyond our control.
- e) Fallen Angels Cheer is only responsible for athletes while they are in their class. Children cannot be supervised whilst they are outside class, and young children especially must be collected promptly at the end of their class.
- f) Fallen Angels Cheer holds Public Liability Insurance.

## 10. RESPONSIBILITIES OF PARENT OR GUARDIAN

- a) These Terms and Conditions, and any enrolment forms you have signed, electronically or otherwise, constitute an agreement between you and us in connection to classes or any services, and supersede any prior agreement.
- b) Attendance at class is deemed to be acceptance of the current Terms and Conditions.
- c) It is the responsibility of the Parent or Guardian to notify Fallen Angels Cheer of any illness or injury that may affect the child's participation at class.
- d) It is the responsibility of the Parent or Guardian to ensure that we have the correct details for you and your child and to keep us updated of any changes to health, or other information contained within your Class Manager account.
- e) It is the responsibility of the Parent or Guardian to read all correspondence from ourselves, and to check the notification board in Class Manager regularly, in order to be fully aware of all upcoming events, and commitments.
- f) It is the responsibility of the Parent or Guardian to ensure that their athlete understands and abides by these Terms and Conditions.
- g) In the event that we consider you to be in breach of these Terms & Conditions or that you/your child is disruptive or abusive to other athletes, coaches, competition venue staff, or other individuals when representing the team, we reserve the right to exclude or dismiss you/your child from any activity within the team.
- h) All payments are tracked within Class Manager, except for occasional payments as stated in 1i. above, for which a receipt will be issued. Please retain all payment receipts as chequebook stubs will not be accepted as

proof of payment. Where there is a dispute, if the Parent or Guardian cannot provide proof of payment, they must accept Fallen Angels Cheer's records.

- i) Fallen Angels Cheer hires the training venue for classes; therefore all Fallen Angels Cheer coaches, parents and athletes must be respectful to the local community and arrive & leave responsibly. This includes removing their rubbish from the training hall and disposing of it appropriately.
- j) This Terms and Conditions are not exhaustive, and all members are also bound by the policies found on our website.

Any changes to these Terms and Conditions will be shared by email.