



## CLUB MEMBERSHIP TERMS AND CONDITIONS

### INTRODUCTION

At Empire we know that parenting can sometimes feel like a bit of a balancing act. To help make these terms and conditions easy to read, we have split them into two parts:

#### **PART A - Membership terms and conditions**

The terms in Part A tell you about who we are, your membership with us, how you and we may change or end your agreement with us and other important information. Please note you must be a member to attend Empire Sports and Performance Studios (herein ESP Studios) unless it is for the sole purpose of attending one of our holiday camps.

#### **PART B – Golden rules and regulations for using our facilities**

The terms in Part B set out the rules and regulations that apply at all times to all of our members (including their linked members), all holiday camp adults and any holiday camp attendees. These are necessary to make sure we can offer a FUN and safe environment for everyone who attends a ESP Studios. Together, Part A and Part B form the “agreement” between you and us. You automatically enter into this agreement when you / your child becomes a member of ESP Studios or attends a trial or attends a holiday camp.

Definitions that apply to this agreement:

- You and your – yourself or the parent / guardian
- Linked member – any child who is linked to your membership, including (but not limited to) children ESP Studios classes, holiday camps and all other activities at the club.
- The club – ESP Studios that you have applied to join or the club your holiday camp attendees will be attending.

Additional information, terms and conditions applies to our safeguarding and policy procedures, details of which can be found on our website.

#### **PART A - Membership terms & conditions**

##### **1. Information about us and how to contact us**

a. We are Empire Cheerleading Academy t/a Empire Sports and Performance Studios. We are a non-profit company registered in England and Wales. Our company registered number is 13569165 and our registered office is at Unit 24 – 26 Island Centre Way, London, EN3 6GS.

b. If you would like to contact us by telephone, please call us on 07930077639.

c. If you would like to contact us by e-mail, or if any clause in this agreement requires you to give us notice in writing, please e-mail us at [info@esp-studios.co.uk](mailto:info@esp-studios.co.uk)

## **2. Your Membership**

- a. You must be over 18 to apply for a membership with us either for yourself or on behalf of a child attending one of our classes.
- b. This agreement will come into existence once you have registered with us and paid your membership fee online. For holiday camps, this agreement will come into existence once you have booked and paid for a child to attend any of our holiday camps.
- c. Your membership will be in your name and any linked members i.e. your child will be linked to your membership.
- d. You must designate another parent/guardian who is also entitled to attend the club to either collect your child or to be available to contact in case of an emergency, if you are unable to attend or we are unable to reach you.
- e. Your membership entitles your linked members to attend the activities you have purchased for them at the club only.

## **3. Fees**

- a. You will need to pay a registration fee for your child/ren when you join. This joining fee is £30 and will be notified to you by us at the relevant time. The joining fee will include your child's club kit for the class that they are joining. The £30 joining fee is NON-REFUNDABLE once paid. Please be sure of your decision to join the programme before paying your joining fee.
- b. All fees at Empire are paid termly in advance. You will also need to pay your termly fee when you join. The termly fee will be notified to you at the time of joining and will be based on the prices on our website.
- c. Your termly fees will be due on the following dates throughout the year:  
  
For Term 1 September – December fees are due by 25<sup>th</sup> August  
  
For Term 2 January – April fees are due by 25<sup>th</sup> December  
  
For Term 3 April – July fees are due by 25<sup>th</sup> March  
  
If you join mid-term or at any points after these dates, your fees will be due immediately. We often do discounted offers and free gifts when signing up and paying in full before a certain date – these dates may differ to the general payment schedule above. I.e Fees may be due on 25<sup>th</sup> August, however we may have an offer for a free bag if paid before the end of July.
- d. You must pay your termly fees on time each deadline. Your child will be unable to attend classes until fees are up to date.
- e. Your termly payments will not be refunded if your child misses classes or if you leave the club before the end of the term.
- f. You will receive a total of 3 payment reminders at 6 weeks, 1 week and 1 day before the deadline. You will then receive a grace period of 3 days to make payment after the deadline has passed. After that a £12 late fee will be automatically applied to your account if we still have not received payment.
- g. All payments are to be made by Direct Debit via our Coacha system which uses Go Cardless. If you do not wish to pay by DD, you may pay by bank transfer however there will be an additional £5

admin charge that you need to add to your payment. You will still be liable to pay your fees on time with the schedule above and late fees will still apply if paid late.

#### **4. Amendments to your membership fees**

a. From time to time we may increase the price of termly costs. We will give you at least 30- days' notice of any upcoming price increase and will make it very clear when the price increase will take effect and how much your termly fee will cost after the increase. During this period, you will have the right to end your membership in line with this agreement. If you do not end your membership by the date given to you in the notice, then the price of your membership will be increased in line with our notice.

b. Price increases are communicated to members via email to the email address used in the sign-up process.

c. We reserve the right to increase our advertised prices at any time.

#### **5. Changing your class**

a. You are able to amend your termly class by contacting us. We will always suggest you / your child attends a trial session before fully committing to change the class you are attending.

b. You may sign your child up for multiple classes – please contact the club. Places are subject to the class availability and our acceptance of your request. You will need to pay the difference for any classes that cost more than your current class, however there will be no refunds for any classes that cost less.

c. You may add additional linked members to classes subject to the class availability. If you add another child to the class, you will be required to pay another registration fee per Linked Member. Such joining fee(s) will be notified by us to you at the relevant time. You will also pay a pro-rata (mid-month) payment to cover your additional termly costs.

#### **6. Your rights to cancel your membership**

a. You can cancel your membership at any time. You should do this in writing to our email address. Once you have done this, we will contact you to confirm cancellation. We recommend you cancel at the end of a term as no refunds will be issued on any classes paid for the term if you chose not to continue with immediate effect.

#### **7. Our right to cancel your membership**

a. We are entitled to cancel your membership if you or any of your linked members are being (or are threatening to be) verbally abusive, intimidating, threatening to anyone working or attending the club. We are also entitled to permanently ban you and your linked member with immediate effect from the club in these circumstances.

b. We may also cancel your membership in the following circumstances: i. If you or a linked member breaks or repeatedly breaks this agreement. ii. If you, your linked member uses rude or abusive language, fails to follow teacher instruction and class rules or behaves or threatens to behave in a violent or aggressive way at the club or any of our events or competitions. iii. If you have provided us with incorrect data in relation to you or your linked members.

#### **8. Your failure to pay**

a. If you do not pay your termly fees when it is due, we will give a grace period of 3 days before adding a £12 late payment fee. To avoid this late fee charge, you can login to your Parents Area and

pay the outstanding balance on your account before the 3<sup>rd</sup> late day. If you still have not paid your fee after this date, your child will not be able to start classes until payment has been made in full.

b. Your child will remain on the system for a period of 14 days whilst we await payment, before their space is offered to another child.

c. All termly payments need to be paid in FULL. We do not offer monthly or partial payment options.

d. All payments are to be made by Direct Debit via our Coacha system which uses Go Cardless. If you do not wish to pay by DD, you may pay by bank transfer however there will be an additional £5 admin charge that you need to add to your payment. You will still be liable to pay your fees on time with the schedule above and late fees will still apply if paid late (please see section 3f).

## **9. Safeguarding, health and safety**

a. You and your linked members must pay particular attention to all signs relating to health and safety in our club. If you do not understand a notice or sign, please ask one of our team members at the club. Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you and your linked members should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.

b. If you suffer an accident or injury on our premises, please report it and the circumstances under which it happened to the Club Manager or a team member immediately.

c. Your linked members participate at their own risk and you are obliged to inform us of any existing injuries or medical conditions for all linked members. You must inform us of any known medical conditions at the beginning of your membership and you must notify us of any changes immediately in writing.

d. If your linked member is unwell or has an accident requiring emergency treatment and you are not in the immediate vicinity of your club, you will be contacted via the emergency contact details you have provided to us. If your linked member's injury or condition requires it, we will arrange for an ambulance to be called to the club or arranged for your linked member to be taken to a hospital to receive the treatment they require. For this reason, you must always be contactable whilst your linked member is attending the club.

e. You are solely responsible for ensuring that the emergency contact details we have for you are correct and up to date.

f. The club has its own welfare officer so please feel free to ask for them at reception if you would like to speak to them regarding any welfare issues. The welfare officer is the club owner

g. For legal and health reasons, you must not smoke while using any of the club facilities.

h. It is your responsibility to ensure that all of your linked members safely enter and leave the gym before and after their class. You must arrive 5 minutes before the class start time.

i. Please also read the information detailed on our safeguarding policy, which is available on our website [www.esp-studios.co.uk](http://www.esp-studios.co.uk)

## **10. Independent linked members**

a. The safety of your linked member(s) is paramount to us at all times and, for this reason, we have very secure access controls in place at our club which means your linked member(s) cannot exit the club without you being with them. If, for some reason, you wish to change this so that your linked member may attend or exit your club on their own (an "independent linked member"), you must

notify us in writing. Your request to change the access controls we have in place is based solely on your informed assessment and knowledge of your linked member (as their parent or guardian). We recommend that independent linked member(s) should not be below the age of 12 years old.

b. Please note that a request to change the access controls under clause 10(a) above will change the access controls for your linked member from that point onwards (each and every time they attend your club). If you decide that you no longer wish for your linked member(s) to be an independent linked member(s), you can opt-out of this selection by notifying us in writing.

c. In the event that you or we have cancelled your membership and despite the fact that the membership is no longer live, your independent linked member attends our club, we will allow them to enter the club for safety reasons only but they will not be able to attend any classes and we will contact you to come and collect them as soon as possible.

d. Please note any request to designate your linked member(s) as independent linked member(s) will mean that responsibility for such linked member will remain with us whilst they are onsite at the club but will immediately pass to you once they have exited your club and are no longer on our premises.

### **11. Sickness**

a. If your linked member(s) become ill during their class, you will be contacted and asked to pick them up/remove them from the club as soon as possible.

b. Should your linked member have an infectious disease (such as an eye/ear infection or sickness) they should not return to your club until they have been cleared for at least 48 hours

c. You should not visit the club if you or your child have an infectious illness or condition including covid-19

d. Any lifesaving medication such as epi-pens or inhalers can be administered at the discretion of a first aider and must be brought on site at every session.

### **12. Holiday camps**

a. Our club runs holiday camps during school holidays (dates and price may vary).

b. Holiday camps are subject to availability, limited space available on a first come first served basis.

c. Holiday camps can be booked by both members and non-members. Payment is made at the point of booking.

d. Children must be aged between 4yrs-16yrs to attend holiday camps, the age restrictions on all activities must be adhered to. If your linked members attend any of our holiday camps and are not within our age restrictions at their time of their attendance at the holiday camp, we reserve the right to immediately cancel their attendance and we will contact you and ask you to come and collect your linked member(s) as soon as possible. Your linked member(s) will not be able to attend any activities on any days that you have booked for them at the holiday camp.

e. Holiday camp cancellations are non-refundable if cancelled less than 48 hours.

### **13. Linked members**

a. You remain responsible for your linked members and you must ensure that they are adequately supervised at all times whilst waiting for classes to begin or whilst at events or competitions

b. You remain responsible for ensuring that they are complying with the terms of this agreement at all times

#### 14. Liability

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by any event that is outside of our reasonable control.

b. We do not accept liability for damage or loss to your property or a guest's property that may happen in the club or within the area of the club, other than the liability which arises from our negligence or our failure to take reasonable care.

c. We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of the club or any other event, other than the liability which arises from our negligence or our failure to take reasonable care.

d. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence of our employees, agents or subcontractors.

e. Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

#### 14. Freezing your membership

a. We understand that circumstances can change and that from time to time you may need to temporarily freeze your membership. By freezing you guarantee your class space on return.

b. If you want to freeze your membership, you can do for a small fee, by writing to us.

c. Your first freeze date can be from your next payment date or you can freeze for a future date.

d. The fee to freeze is per child/per month and is £15.

e. You can freeze for a maximum of 1 term per year from the first time you set your freeze.

f. No refunds will be issued if you cancel your membership whilst on freeze.

g. No refunds will be given if you cancel a freeze earlier than planned.

h. Your membership fee will return to the rate you were on prior to freezing, unless you have changed/added classes during your freeze period.

#### 15. Changes to this agreement

a. We may make reasonable changes to this agreement at any time as long as we give you notice before we make the changes.

b. We may transfer our rights or obligations (or both) under this agreement, or subcontractor our obligations under it, to another organisation without giving you notice.

#### 16. Force majeure clause

a. In this agreement, the term "Force Majeure Event" means: any circumstances beyond our reasonable control including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), acts of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion,

revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including without limitation those caused directly or indirectly by the coronavirus (COVID-19) outbreak), sanctions, embargo, accident, power failure, breakdown of plant or machinery, fire, flood, drought, storm, earthquake or other natural disaster, disease, epidemic, pandemic or other notifiable disease, default of suppliers or sub-contractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts or machinery, or import or export regulations or embargoes.

b. If we are prevented, hindered or delayed in the performance of any of our obligations under this agreement (in whole or in part) by a Force Majeure Event, or if such performance is rendered more onerous (in whole or in part), we shall have no liability or be deemed to be in breach of this agreement in respect of the performance of such of our obligations as are prevented by the Force Majeure Event during the continuation of such Force Majeure Event, and for such time after they cease as is necessary for us, using all reasonable endeavours, to recommence our affected operations in order for us to perform our obligations, and the time for performance of any obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or prevented.

c. We shall as soon as reasonably practicable, serve notice in writing on you specifying the nature and extent of the circumstances giving rise to the Force Majeure Event.

d. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not release you from your obligation to pay any sums due under the terms of this agreement unless otherwise agreed by us in writing.

#### **17. Other important terms**

a. We will need to process the personal data of you, your children and any other adults or children in your party. We have a separate privacy notice that explains what personal data we collect about you, what we will do with it, how we look after it and what rights anyone has in connection with the data about them that we process. A copy of this notice can be found on our website ([www.esp-studios.co.uk](http://www.esp-studios.co.uk)) and may be updated from time to time.

b. Lost property will be kept at the club for half a term and then disposed of. Please contact the club if you have lost something.

c. We do not allow pets (except for registered working assistance dogs) in the club.

d. If we need to cancel a class on the day, we will try to contact to you prior to the class to let you know.

e. There may be occasions where we must close the club. We will try to let you know about such closures in advance of them taking place unless the problem is urgent or an emergency.

f. This agreement is between you and us and no other person shall have any rights to enforce any of its terms.

g. This agreement replaces any previous versions and applies at all times.

h. This agreement is governed by English Law and subject to the jurisdiction of the English courts.

#### **PART B – Golden rules and regulations for using our facilities**

Definitions that apply to this Part B:

children – any of your linked members

parents – you

Golden rules for kids:

- Uniform – Children must all wear the right clothing for their class, which is their respective club t-shirt, hair bow (cheerleading), cheer shoes (cheerleading only) with BLACK BOTTOMS i.e. shorts, leggings, joggers etc. Black leotards and skirts are worn for acro. No outdoor footwear is allowed on the gym floor. Long hair needs to be tied back and all jewellery must be taken off. We do not accept plasters over piercings. These must be removed or you must have our ‘safety ear studs’ in place.
- Snack – Our classes are thirsty work so remember to bring a water bottle to your class and a light snack. Remember no chewing gum is allowed into the studio at any time.
- Respect - We all matter at ESP Studios and only the “nicest humans in the world” are coaches, so we ask everyone at our club to treat others the way they would like to be treated, with respect. We also kindly ask all athletes to treat all equipment with respect; as well as the premises by putting all rubbish in the bin.
- Be Safe - We want to make sure everyone in the club stays safe. This means listening to your coach’s instructions and at the end of your class waiting patiently for your parent / guardian to collect you.
- Have fun & celebrate - Not only do we want to teach you all how to be great athletes, we also want to create great sportsmanship and have lots of fun learning. Cheer your friends on and celebrate their achievements too!

Golden rules for grown-ups:

- Be on time - We understand how parenting can sometimes feel like a bit of a balancing act, so we kindly ask all our parents to try their best to arrive 5 minutes before their child’s class begins.
- Language - We want to make sure our clubs are family friendly, so we ask all our parents to be mindful of the language they use whilst at the club.
- Keep us in the loop - We want your child to get the most out of their classes. So, we ask all our members to keep us in the loop with any changes. If your child is going to miss their class due to illness, injury or holiday let us know.
- Encourage - Not only do we want to create great athletes; we also want to create an encouraging environment. We ask all members to set a good example by encouraging not only their own child but others too.
- Stay safe - We are fully committed to safeguarding and promoting the well-being of all our members. So, members are encouraged to be open and share any concerns or complaints that they may have with the Club Manager directly. Please note it is also the parent’s responsibility to ensure that their child safely enters and leaves the club before and after their class.
- Be present – ensure your child has the best attendance they can possibly have, it will only serve to support them in their progress.

If you have any questions about these terms and conditions, please contact us: [info@esp-studios.co.uk](mailto:info@esp-studios.co.uk)



