

FLIPS & TUMBLES

TERMS, CONDITIONS & POLICIES

Fees, Pricing, Refunds & Credit Policy:

Parent/Guardian is responsible for making term fee payment on time and in full before the beginning of the term is due to commence. Payment is to be made via the app associated with "Flips & Tumbles" or via the website.

The full fee amount is due before a child will be confirmed in a class, unless otherwise stated by "Flips & Tumbles".

If a child turns up to his/her first class before the total fees have been received by "Flips & Tumbles", their participation in this class may be denied/or there may be extra charges such as but not limited to late fees or administration fees that may be additionally charged on top of the existing cost to you. Unless a written application has been submitted for special circumstances.

Full payment of term fees are due regardless of whether or not the student attends all classes of that term. Term fees are calculated on a 9-week term basis in correspondence with the dates of New Zealand government primary school terms.

If you need to drop your child from the program, we must receive, in writing a notice either dropped off at the front desk or emailed **BEFORE** the next session. If we do not receive notice, you will be billed for subsequent sessions until we receive a drop notice.

Credits and refunds will be issued to parents/guardians only in the case of prolonged illness or serious injury. A written doctor's confirmation must accompany all requests.

If you choose to make payment of your fees via different means, this application needs to be emailed to "Flips & Tumbles"; each circumstance will be looked at individually and the decision will be made at the discretion of "Flips & Tumbles".

When enrolling for each term class, you agree that: you are responsible for reading the full item listing before making a commitment to buy it, you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services and our products are listed on the website. We reserve the right to change our prices or products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Health, Safety & Limitation of Liability Policies & Procedures:

"Flips & Tumbles" will aim to provide a safe learning environment to reduce the risk of injury. It should be recognised by all students / parents & guardians / users of the space that our programmes by their very nature carries a risk of injury or accident. "Flips & Tumbles" have measures and precautions in place to prevent and limit dangers in the space.

It is the student/parent/caregivers responsibility to notify the teacher before the class starts of any prior injury, medical condition or treatment which may prevent a student's full participation in class. Students and parents/caregivers are responsible to ensure that their child/ren are physically and mentally fit to attend a class. A first aid kit is available to any student through their instructor or at reception. "Flips & Tumbles" does not provide anyone with Panadol or the equivalent, or administer any medication without prior written consent from a parent or caregiver.

"Flips & Tumbles" students are under supervision whilst in class time only, while we endeavour to provide a safe environment, staff cannot be responsible for students outside of their allocated class time.

While "Flips & Tumbles" takes all reasonable care in the conduct of its classes, it or any related company, contractor or employee of "Flips & Tumbles", does not:

- Accept responsibility for personal injury or loss caused during a class or while students are at "Flips & Tumbles" premises.
- Accept responsibility for any loss of, or damage to, personal property whilst on "Flips & Tumbles" premises.

Class Policies, Attendance & Dress Code

It is appreciated if parents/caregivers can advise the office if a student is not able to attend class. **Email, text message** or a message **via the Wix app** are the best ways to notify "Flips & Tumbles".

All students are expected to show up on time for class each week in appropriate attire.

"Flips & Tumbles" strives to maintain a friendly, healthy environment for learning, all students and parents/caregivers must show respect towards the instructors, "Flips & Tumbles" management, other parent/caregivers and other students at all times.

"Flips & Tumbles" teachers and management reserve the right to:

- Disallow disruptive students and/or parents/caregivers from participating in the class.
- Immediately dismiss for the remainder of an Enrolment Term disruptive students and/or parents/caregivers from attending classes at "Flips & Tumbles". If a student and/or parent/caregiver is dismissed from the remainder of the Enrolment Term

classes, "Flips & Tumbles" will refund only the untaken classes that have been paid for in advance.

If you are having any issues they should immediately be directed to the "Flips & Tumbles" office via email communication. "Flips & Tumbles" will endeavour to respond to your concern within 3 working days.

All students must be appropriately dressed for class. No primary or secondary school uniforms are to be worn and no excess jewellery is to be worn in class.

Hair should be neatly groomed and secured off the participants face.

Students may attend class in bare feet or socks for tumbling, grippy shoes for parkour and socks for trampoline classes for health and safety reasons.

Any student inappropriately dressed or groomed will not be able to participate in class activities due to health and safety regulations.

Please ensure all students belongings are named.

Reporting For and Leaving Sessions:

- Participants are not to enter the gymnasium area until invited by their coach at their session time.
- Participants are to report to their coach at the start of their scheduled session (coaches will collect participants from the mezzanine floor to avoid congestion in the foyer).
- Participants may not leave the building or gymnasium without the coach's permission. This includes leaving to gather equipment/belongings from bags, taking a drink, talking with parents, using the toilet facilities.
- Parents/caregivers must collect their children from inside the gymnasium. Please note that the carpark gets busy at times and it is a matter of safety that gymnasts do not leave the building until accompanied by a care giver.
- Coaches are required to ensure each participants has been collected, or is supervised by an adult or senior coach, prior to their departure.

Use of Equipment

- Participants may only use the equipment during their scheduled session and under the supervision of a coach.

- Participants must at no time use the equipment belonging to other codes unless express permission has been given and the equipment is used under supervision by a coach.
- Participants are to check with their coach before going on equipment and are not to attempt any skill that they have not received the appropriate skill development for.
- Participants are required to move/place/store equipment at the request of a coach.

General Behaviour in the Gymnasium

Children are to participate in their class without interfering with other participants and members. Interference may be such behaviour as inconsiderate running through and into equipment areas, removing mats or equipment without the Coach's agreement, excessive noise or rowdiness. Running in the gym (unless under the instruction of the coach as a part of your programme) is not permitted at any time. All care is to be taken to avoid collision with another participant and/or equipment.

Food is to be eaten in the mezzanine area only, not in the gymnasium. Chewing gum is not allowed during gym sessions.

Drink bottles filled with water only may enter the gym area and be stored in one of the cubby holes.

If a participant is feeling unsafe or unwell, they should tell their coach.

Bathroom/toilet visits should be made before the commencement of your session and in any break time allocated by the coach. Should a participant require the toilet during session, the participant must ask permission of his/her coach.

The student and parent/caregiver acknowledge, agree and accept that instructors will need to make physical contact with the students to correct or assist with posture, alignment and skill techniques.

"Flips & Tumbles" provides instructors that actively promote safe practices and are qualified and/or experienced and well trained in their disciplines. However, it remains the student's responsibility to ensure that they follow safe practices to avoid injury. At all times during a class students are responsible for their own personal safety and must conduct themselves in a way that does not put themselves or others at risk.

For safety reasons, students must be collected either from inside "Flips & Tumbles" premises or just outside the buildings main doors. It is the responsibility of the parent / caregiver to ensure their child/ren do not wait outside the building. If a parent /

caregiver is more than 10 minutes late in collecting their child/ren from a final class of the evening and "Flips & Tumbles" is required to keep the premises open, "Flips & Tumbles" will be entitled to charge a late pick up fee of \$10 per 5 minute time slot.

No parents are allowed in the gym area or on the gear, unless authorised by the Flips & Tumbles NZ Manager. Absolutely no children are allowed in the gym area or on the gear until their class starts. If your child is caught playing on the equipment or is in the gym area without the supervision of a Flips & Tumbles NZ employee, your child will be asked to leave the gym. I, as a parent or guardian, understand that any injuries due to my negligence are my responsibility and Flips & Tumbles NZ cannot be held accountable. For the safety of others and the children's safety, there is to be no running up and down the stairs in the building.

While waiting for classes, children under the age of 8 must be actively supervised by a parent / caregiver over the age of 16 years in the allocated mezzanine area. Your child's safety is only the responsibility of the teachers whilst they are in their class.

Food & Drink Policies:

- No food is permitted in the gym area at any time.
 - Children who may need to eat before or after classes must do so on the mezzanine area. All rubbish must be taken home and not left in the building.
- Chewing gum and bubble gum is strictly forbidden.
- All students are recommended to bring their own water bottle to class.
- Noise by students, parents/caregivers or others who may be upstairs in the viewing (mezzanine) area and/or outside The Dance Room studio must be kept to a minimum to ensure minimal distraction to any class that is running at the time.

Safety:

No parents, spectators or other children are allowed in the gym area or on the gear, unless authorised by the Flips & Tumbles NZ Manager. Absolutely no children are allowed in the gym area until their class starts. If your child is caught playing on the equipment or is in the gym area without the supervision of a Flips & Tumbles NZ employee, your child will be asked to leave the gym. I, as a parent or guardian, understand that any injuries due to my negligence are my responsibility and Flips & Tumbles NZ cannot be held accountable.

Permission for Medical Treatment:

I confirm that the above participant/s is in good health. I hereby authorise Flips & Tumbles NZ to administer simple first aid. I also authorise a medical exam, x-rays, or a medical/surgical diagnosis as deemed necessary by the participant's physician or hospital.

Promotional Emails & Content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices please notify us at any time.

Customer Support Details & Contact Info

Our contact information is made available on the website for users and customers to receive customer support services and to correspond with the website and its operators.

Ownership of Intellectual Property, Copyrights and Logos

"Flips & Tumbles" services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of "Flips & Tumbles" owners. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Photo Release & Consent Policies

I understand that "Flips & Tumbles" from time to time produces promotional materials about its classes, events, sessions and other facilities, programs and competitions where "Flips & Tumbles" is represented. I, on my own and my child/athlete's behalf, hereby give permission to my child/athlete to be photographed, videotaped and/or audiotaped for use in print or broadcast media, including brochures, websites, and/or otherwise as deemed appropriate for promotional and informational purposes, and authorise "Flips & Tumbles" and/or its agents, successors, licensees and assigns, the right to photograph and/or videotape my child/athlete's face, likeness, voice and appearance, without limitation or reservation, or for any form of compensation. "Flips & Tumbles" and its agents will not sell its photos for any purpose. I further understand that "Flips &

Tumbles" is under no obligation to exercise any of such rights, licenses or privileges. "Flips & Tumbles" is not responsible for the actions of others.

Media will gladly be removed upon parent/guardian request, however due to the large number of students participating simultaneously, photos may not be opted out of in advance of publication.

Parents may not take any photographs and/or videos of students in a class for the safety and wellbeing of each student and to comply with the Privacy Act 1993 regulations.

Privacy Act & Policy

To ensure we have all relevant personal details about our students, we will collect and keep information about you from time to time.

This information includes the information you provide on your enrolment form and updates you may provide us with.

You need to ensure that the information you give us is true, correct and complete.

Under the Privacy Act 1993 you are entitled to have access to, and request correction of this information.

Please note we do operate security cameras in the premise for safety purposes. All recordings will remain private and confidential property of "Flips & Tumbles".

Communication Policy

For the purposes of the Unsolicited Electronic Messages Act 2007 you consent to receive communication from "Flips & Tumbles", it is the responsibility of all parents and students to read emailed newsletters and updates. Please note we do not provide printed copies of newsletters.

Note: If you have not received our newsletter via email, please check your junk inbox, you may need to make us a safe sender.

Any changes to personal details (email address, phone numbers, address etc) should be immediately updated through your login on the Wix app associated with "Flips & Tumbles" website to ensure our records are kept up to date.

If you are experiencing difficulties getting emails please contact "Flips & Tumbles" by phone or face-to-face interaction.

Please do not converse with the teachers during or between class times as they need to concentrate on their class and provide uninterrupted attention to their students

For your information, if you become a member on the "Flips & Tumbles" website / app, you will become a part of "Flips & Tumbles" community and when you join, you will be able to keep track of all your bookings and be updated regularly on what's happening.

Right to Change & Modify Terms

"Flips & Tumbles" reserves the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Agreement & Release:

I understand that Flips & Tumbles NZ does not carry medical insurance for participants. I hereby consent to have my child(ren) participate in programs offered by Flips & Tumbles NZ. Precautions will be taken to prevent accidents. Simple first aid will be administered to all minor injuries. Parent or emergency contact will be notified if necessary. I hereby agree that myself and my child(ren), waive and release all rights and claims that I may have at any time against Flips & Tumbles NZ, facilities and use or its representatives, whether paid or volunteer, for any accidents, injury, damage, or death that may occur in connection with the gymnastics program or activities related to Flips & Tumbles NZ. I fully understand the risks involved in respect to such programs, and all such documents will continue to be in effect during any further use of Flips & Tumbles NZ facilities or event participation.

I understand that the programmes of "Flips & Tumbles"; tumbling gymnastics, trampolining and parkour and other sessions run, like any other situation involving height and movement, involves risk and the chance of serious injury. Any participant has no problem that might compromise their safe involvement. I agree that my child will participate in the session in accordance with the specific safety rules and instructions that we have received from Flips & Tumbles NZ before and during the session(s).

When you enrol and pay/register for any service, event, class or programme whether payment is needed or not, run by "Flips & Tumbles" you hereby agree to the Terms, Conditions and Policies set out above.