

FLIPS & TUMBLES

Terms of Use, Policies & Conditions



FLIPS & TUMBLES

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These terms, conditions, policies and the website is owned and operated by "Flips & Tumbles".

The Terms outlined below are a legal agreement between the use of the website by visitors and users of the services provided by "Flips & Tumbles".

This document set forth the terms and conditions under which you may use our website and services as offered by us. This website offers but is not limited to tumbling, parkour and trampolining classes, events, workshops, private sessions and more. By accessing or using the website for our services, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 16 years of age, or possess the legal authority, right and freedom to enter into these Terms as a binding agreement on behalf of a minor.

I understand that "Flips & Tumbles" does not carry medical insurance for participants. I hereby consent to have my child(ren) participate in programs and sessions offered by "Flips & Tumbles". 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", facilities and use or its representatives, whether paid or volunteer, for any accidents, injury, damage, or death that may occur in connection with the programmes or activities related to "Flips & Tumbles". I fully understand the risks involved in respect to such programmes, and all such documents will continue to be in effect during any further use of "Flips & Tumbles" facilities or event participation.

I confirm that the participant is enrolled and in good health. I hereby authorise "Flips & Tumbles" 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.

TERM CLASSES

Fees & Pricing:

1. 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*.
2. The full fee amount is due before a child will be confirmed in a class, unless otherwise stated by "Flips & Tumbles".
Enrolment to a class is on a first come first serve basis, if you miss enrolling for a class a waiting list is available, to be able to be added to the waitlist you must download and register your child's profile to the app and then select the class you would like to be waitlisted for.
Students who have left and wish to return will need to re-enrol and places in the class will be allocated as space allow
3. 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.
4. Full payment of term fees are due regardless of whether or not the student attends all classes of that term. Term class fees will only be on a pro rata basis if you are a new student starting partway through a term.
Fees left unpaid at the end of each term may be put into the hands of a debt collector and you will be liable for any additional costs associated with collection and recovery.
5. 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 checkout payment process.
6. 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".
If your request to pay via a different form of payment method has been approved, all details and instructions will be provided to you by "Flips & Tumbles" and must be followed to ensure your enrolment is confirmed.
7. Term fees are calculated on a 9- or 10-week term basis in correspondence with the dates of New Zealand government primary school terms.

8. If you need to drop your child from the program, we must receive, in writing a notice **to be emailed BEFORE** the next session. If we do not receive notice, you will be billed for subsequent sessions until we receive a drop notice.
9. 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.

Credit & Refund Policies:

1. 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.
2. If a term class session or full programme is cancelled or changed by "Flips & Tumbles", it is up to the discretion of "Flips & Tumbles" as to whether a credit or refund will be offered for this class/es.
3. If a customer chooses to cancel their term class less than 7 days before the commencement of the first week, a partial refund may be issued or they may be offered credit.
4. If a customer chooses to cancel their term class 8 days or more before the commencement of the first week of term a full refund will be issued less a \$50.00 cancellation fee
5. If a customer chooses to cancel their term class 8 days or more before the commencement of the first week a full refund will be given.
6. If a child is enrolled in a class but does not attend the classes, the term fees will not be refunded.
7. No refunds or discounts are offered if students need to finish early or arrive late, or take days off.
8. No refunds will be issued without a medical certificate. Non-attendance is not eligible for a credit or a refund.
9. Participants of the term class/es that miss training sessions due to sickness, injury, holidays, personal circumstances, change of mind or if the student voluntarily cancels his / her enrolment or if a class falls on public holiday, are not entitled to a fee reduction, refund or credit.

However, upon application to "Flips & Tumbles" via email, if a participant is sick or injured for more than FOUR consecutive weeks, with a written doctor's confirmation/medical certificate provided -this must accompany all requests- and if "Flips & Tumbles" is notified before the minimum of FOUR weeks missed, then parents may be offered at the discretion of "Flips & Tumbles" the option of a

50% credit for that time missed towards the following term.

Please note that any special circumstances will be considered with written application.

10. If you have a long-term illness or injury and a doctors certificate is provided a credit or refund will be applied at the discretion of "Flips & Tumbles". Long-term is more than 3 consecutive weeks and the office has been informed at the time. In some cases of illness or injury one make up class per term can be arranged. All make up classes must be within the same term and only in classes where positions are available, and subject to the teacher approval.
Refunds can be provided under special circumstances, less an admin fee and only the classes not attended deducted pro rata.
11. Any voluntary change of class made by a participant will be charged an administration fee of \$20 to meet requests for a change of class, day/time during the term - there is ONE exemption, cancellation of class due to insufficient numbers of participants. In this case we may offer a place in another class, or refund / credit for un-attended lessons if the alternative class offered is not suitable.
12. We do not offer make up classes - the quality and safety of classes would be compromised if we allowed members to do make up classes.

HOLIDAY PROGRAMME

Fees & Pricing:

1. Parent/Guardian is responsible for making holiday session/s fee payment on time and in full before the commencement of their session. Payment is to be made via the app associated with "Flips & Tumbles" or via the website.
2. The full fee amount is due before a child will be confirmed into a session, unless otherwise stated by "Flips & Tumbles".
If a booking is requested for the same day, then it will only be accepted if the session is not full and there is space available.
3. If a child turns up to a holiday programme session before the total fees have been received by "Flips & Tumbles", their participation in their session 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.
4. Full payment of the session cost is due regardless of whether or not the student attends the session.
5. A change of holiday programme booking may be made at the request of the customer if the session is not full and there is space available, there is a \$15.00 processing fee, this fee is to cover all expenses charged to "Flips & Tumbles".
6. When registering for any holiday programme session/s, 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.
7. 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.

Credits & Refund Policies:

1. 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.
2. If a holiday programme session is cancelled or changed less than 7 days before the session, it is up to the discretion of "Flips & Tumbles" as to whether a credit will be offered for this booking.
3. No refunds will be issued without a medical certificate. Non-attendance is not eligible for a credit or a refund.

BIRTHDAY PARTIES

Fees & Pricing:

1. Parent/Guardian is responsible for making birthday party payment on time and in full before the commencement of their booking. Payment is to be made via the app associated with "Flips & Tumbles" or via the website.
2. If you choose to make payment of your birthday party booking 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". Additional fees will be charged to cover all expenses to "Flips & Tumbles".
3. When making your booking, 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 checkout payment process.
4. 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.

Credits/Refunds Policies:

1. 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.
2. Cancellation of a birthday party booking by the customer within 7 days before their session is due to commence will receive a refund of 20% or can have full credit to be used toward other Flips & Tumbles sessions, classes, events, workshops etc.
3. Cancellation of a birthday party booking by a customer 8 or more days before the commencement date of their booking will receive a full refund less the deposit amount.
4. If a birthday party booking is cancelled by "Flips & Tumbles" the customer will receive a full refund.

GENERAL POLICIES

Health & Safety:

1. Participants, spectators and other users of "Flips & Tumbles" must follow the instructions of "Flips & Tumbles" staff and authorised personnel at all times.
2. No parents or spectators are allowed in the gym area or on the gear, unless authorised by the "Flips & Tumbles" Manager/s.
3. Absolutely no children, adults or spectators 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" employee, your child will be asked to leave the gym.
4. You, as a parent or guardian, understand that any injuries due to your negligence are your responsibility and "Flips & Tumbles" cannot be held accountable.

Fees & Pricing:

1. Parent/Guardian is responsible for making full payment of term fees, session/event/workshop fees on time and in full before the commencement of their booking. Payment is to be made via the app associated with "Flips & Tumbles" or via the website.
When purchasing a class or session, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) 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.
2. Payment made via different means will need to be emailed for consideration (email: flipsandtumbles@outlook.com), each circumstance will be looked at individually and the decision will be made at the discretion of "Flips & Tumbles".
Additional fees will be charged to cover all expenses to "Flips & Tumbles".
Full payment is needed to confirm placement in the class or session.
3. The customer is responsible for reading the full item listing before making a commitment to buy it, you enter into a legally binding contract and are committed to the item of purchase when you complete the check-out process.

4. 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.
5. We may without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason. "Flips & Tumbles" reserves the right to change / cancel / combine classes or sessions at any time due to low enrolment or any other extenuating circumstances. Efforts will be made to ensure each child affected is able to participate, if unable to other options will be looked at.
6. All credits and/or refunds are issued at the discretion of "Flips & Tumbles".

Ownership of Intellectual Property, Copyrights and Logos:

1. "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 the "Flips & Tumbles" owners.
2. 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.
3. You agree to indemnify and hold "Flips & Tumbles" harmless from any demands, loss, liability, claims or expenses (including lawyers fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.
4. To the maximum extent permitted by applicable law, in no event shall "Flips & Tumbles", be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.
5. To the maximum extent permitted by applicable law, "Flips & Tumbles" assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any

unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

Right to Change and Modify Terms

1. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these 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.

Promotional Emails and Content + Customer Support:

1. 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 either notify us at any time or use the "Unsubscribe" links provided at any time.
2. Also provided on the website are contact forms and contact details to enable the users and customers to receive customer support services and to correspond with the website and its operators.
3. "Flips & Tumbles" website operator, Wix, offers its users the ability to create communities for the users of their websites, in order to interact with such users in a better way. All users that join a community must have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website. Users can opt-out at any time and exit the community, and upon doing so, such user's profile will not be publicly visible. Naturally, in such event the user will not be able to use the community features (e.g. liking, commenting or writing posts).

4. Voluntary Photo Consent Release:

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.

Law and Dispute Resolution:

1. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of New Zealand, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the city of Christchurch.

DATE IN-EFFECT:

These terms have been updated on Tuesday 29th December 2020 and are in effect from Wednesday 30th December 2020.

Every time there is a material change or an update occurs this document will be amended and a new effective date will be applied.