

TERMS AND CONDITIONS OF GYM GENERATION GYMNASTIC CLASSES

The decision to participate in classes arranged by GYM Generation is acknowledgement, acceptance, and agreement to follow the Terms and Conditions in the document below. In the case of children, the obligation includes their legal guardians.

HEALTH AND SAFETY

- Children and adults having gymnastic activities should be dressed in comfortable clothing that allows freedom of movement. NO zippers, belts, shoes, socks, jewellery, watches are allowed.
- Feet must be bare. Keep all long hair tied back. Make sure all eyewear is secure.
- For safety and hygiene purposes, no food (including gum) or warm drinks are allowed in the gym area.
- Water dispensers are available at all sites. We encourage children to use the dispensers with their own water bottles. Paper cups are available at the reception for a 2PLN donation.
- GYM Generation does not insure Participants from accidents and is not liable for accident or injury incurred during the course and encourages personal sports insurance for Participants.
- GYM Generation does not take responsibility for members outside of their allocated class times.
- GYM Generation is not responsible for lost or stolen items.
- Children and parents or guardians who show visible signs of the disease, such as cough, runny nose, increased temperature, sore throat, skin rash, bloodshot eyes, high racing heart, shortness of breath, diarrhoea as well as allergy with several or one of the symptoms above are NOT allowed in the club.

MEMBERSHIP AND PAYMENTS

- All new children are allowed 1 free trial class only.
- Participation in classes (including free trial class) is possible only after prior reservation of a place.
- The membership price: 150 PLN should be paid annually prior to enrolment but maximum 2 times. After paying the it twice 2 times, the member no longer needs to pay a membership fee.
- Membership is valid for all immediate siblings of the same family.
- Each member is required to check-in at the reception before their classes.
- Class payments are available only in semester ticket packages. Each ticket is allocated to one Participant by name.
- All members are entitled to discounts on GYM Generation Birthday parties, camps and special activities as well as a special discounts for the future tickets.
- Payments for all GYM Generation classes are done in advance for the whole semester or in monthly instalments before the end of the previous month.
- The customer has the right to terminate the monthly (instalment) contract at any time with a one-month notice period beginning at the end of the calendar month. The notice of termination must be submitted in writing in person at the facility or by e-mail.
- GYM Generation has the right to refuse admission to classes in case of non-payment.
- All fees are non-refundable.
- All classes must be used within the time-period of their specific ticket. All unused classes will not be recoverable.
- If all classes are used before the end of the semester, members can buy additional classes at the discounted price.
- Payment of semester fees is synonymous of agreeing to GYM Generation policies.

- GYM Generation semesters operate from 1st of September to 31st of January and 1st of February to 30th of June, including school breaks.
- A reservation in a particular class will be only held for the Member until the end of the current semester.
- Tickets can be transferred at any time to a person who is not a current Member.
- Tickets can be transferred to siblings.
- Payment of semester fees is tantamount to acknowledging, accepting and agreeing to abide by the following Regulations.

GROUP ASSIGNMENT

- Child should be allocated to the group for the first trial class strictly by age.
- New students whose age is between class groupings should register for the younger class.
- Trainers reserve the right of decision to which age group the child should be placed in.
- One semester reservation is mandatory for each participant – this is for the child’s benefit that the preferred class is always there for the Participant.
- Although GYM Generation does its best to assign constant trainers to specific groups, substitutions may happen in some circumstances.

CLUB ORGANIZATION

- The number of participants in groups is limited. If the group is full, permanent reservations will not be accepted. The only possibility to use this group is by the reserve list and the release of a space by the participant.
- In unique situations, GYM Generation has the right to cancel classes. Participants are asked to make up this class as their convenience. If a Participant cannot take part in a given semester, the class can be made up in the following semester after agreement with GYM Generation.
- GYM Generation has the right to change the schedule for classes in the new semester.
- GYM Generation reserves the right to terminate a group because of the insufficient number of participants of the class. If such changes prevent the Participant from continuing the semester, GYM Generation will reimburse the unused portion of the fee.

ILLNESS OR HOLIDAYS

- The date and the time of a Participant’s class can be changed in case of illness or holidays. In this case the Parent should use the online reservation system 6 hours before the class is held to cancel. This can also be done by email, text or at either club.
- GYM Generation reserves the right to refuse entry to a child that the trainers deem ill. The child will be allowed to make up the class.
- Information about the GYM days off will be communicated to all members in advance.
- If a class falls on a national holiday, it is the responsibility of the member to make up the class.
- Suspension/extension will be granted for periods of four consecutive weeks (or more) of injury or illness if a Doctor’s certificate is provided to GYM Generation within one week of the ‘start’ date indicated on the certificate.

MEMBER CONDUCT

- Members must inform the trainers of any injuries or illness they may have before the warm-up begins. The relevant injuries or illness should be specifically written in the Contract by the parents.
- Warm up is very important, try to be on time. For safety purposes children, late for 10 minutes or more, will not be allowed to participate in the class.
- 10 minutes after the class starts, your reservation is cancelled. We will allow kids from the reserve list to come in.
- Members must not go on the equipment without supervision of a trainer.
- Members that do not listen, behave in an inappropriate manner, who may be a danger to themselves and/or to others, will be asked to sit out. This is for the safety of the child and all other children in the club.
- Children who are in the venue but not participating in classes are to remain under the direct care of an adult at all times. Only participants under the direct supervision of a trainer may enter the gymnastics area.
- Membership at GYM Generation serves as acknowledgement that there are risks and dangers associated with participation in the sport of gymnastics as members participate in activities involving height, rotation and motion.

PARENT CONDUCT

- With the exception of the Bold Hedgehogs and Nimble Frogs groups as well as Show Week, GYM Generation has a policy of 'No Parents in the Gymnastic area'.
- All parents, siblings and guests are welcome to observe the class from the reception.
- Parents should not leave the building during their kids' class.
- Classes where parents participate need to have parent child ratio of 1:1.
- Phones are not allowed inside the gymnastic room at any time.
- GYM Generation has a 'no shoes' zone, that should be respected by taking the shoes off or using the recyclable shoe covers available at the reception for a 2 PLN donation.
- It is not the responsibility of GYM Generation staff to supervise a child outside of class.
- If you need to speak to trainer – please do so before or after your child's lesson.
- Keep GYM Generation updated on any change to contact details.

DISSOLUTION OF THE CONTRACT

- In the event of not complying with the provisions of these Terms and Conditions and the provisions of the relevant Articles of Association, GYM Generation may remove the Participant from the list immediately.
- Deleting a Participant from the list of the GYM Generation facility is synonymous with dissolution of the Contract.
- The participant may be deleted by GYM Generation from the list if:
 - no fee was paid for participation in classes on the terms specified in the concluded contract;
 - despite being reminded, the Participant does not comply with applicable internal regulations, including the Regulations, the relevant Statute, health and safety regulations and fire safety;
 - when signing up for the classes there was a false statement that there were no health contraindications to participate in the classes;
 - The participant in his behaviour poses a threat to the life or health of his or third parties;
 - The participant commits vandalism, theft or extortion at the GYM Generation facility;
 - Due to its inappropriate behaviour, the Participant makes it impossible to work in the Group and conduct classes;
 - The participant, by his behaviour, violates good customs and / or rules of social coexistence.
- The dissolution with the Client of the contract on the basis of the above does not cause claims on the part of the Customer for reimbursement of fees paid.

INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights to advertising materials, word marks or graphics, names, images, graphics, sound effects and gymnastic exercises are only vested in GYM Generation or its partners who have transferred certain GYM Generation materials for use. Using the services provided by GYM Generation and the above the content does not in any way result in the purchase by the Participant or / and the part acting on the client's behalf or in whole thereof intellectual property rights.
- It is forbidden without the consent of GYM Generation expressed in writing: copying, reproduction or any other use in whole or in part of intellectual property rights to the content referred to in the previous paragraph.

PRIVACY POLICY

- Please be informed that the Personal Data Administrator is GYM Generation Sp. z o.o with the registered office in Warsaw (01-531), ul. Wybrzeże Gdynskie, NIP 527-26-72-992, e-mail: biuro@gymgeneration.pl. Contact details of the Data Protection Supervisor are identical to the Administrator's contact details indicated in the previous sentence.
- Personal data will be processed for the purposes of the execution of the concluded civil law agreement and in accordance with the content of the consents given to the Administrator. The legal basis for the processing are activities related to the performance of the contract, fulfillment of the legal obligation incumbent upon the Administrator resulting from the administrative provisions and the consent of the data subject. Providing data is an obligation resulting from administrative provisions, and failure to do so will result in failure to contract. Recipients of personal data are authorized public authorities.
- The data will be processed within 10 years (limitation of claims), until the time when the purpose for which they were collected and in accordance with the dates indicated in the administrative provisions ceases, whichever comes later. Everyone has the right to request from the Administrator access to personal data, rectification, deletion, processing restrictions, as well as the right to transfer data. Everyone has the right to withdraw consent to the processing of personal data, which he gave to the Administrator. Withdrawal of consent does not affect the lawfulness of the processing that was carried out prior to its withdrawal. Everyone has the right to lodge a complaint to the Supervisory Body [after 25 May 2018 to the President of the Office for Personal Data Protection].
- Data processing is part of the processing of personal data. The effects of the activities referred to in the previous sentence are the selection of a commercial offer and the possible transmission of marketing correspondence. Opposition to the profiling activities, as well as all other rights of the data subject, may be made by submitting a statement using the contact details of the Administrator or the Data Protection Inspector indicated in the introduction.

GENERAL POINTS

- The Terms and Conditions are available at www.gymgeneration.pl, in the Receptions of individual locations and on request of the Participant.
- GYM Generation members agree to use their image for the promotion of GYM Generation for the publication of photos and videos from classes and events organized by GYM Generation and its partners. Under no circumstances will the names of the children be divulged.
- GYM Generation reserves the right to make changes in the Terms and Conditions in writing, relevant annexes and announcements.
- The Terms and Conditions come into force on December 15th. 2023.