



THE YARD

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1. DEFINITIONS:

- a. "The Company" refers to the Government Service Tax (GST) registered company operating the services at The Property, namely People In Motion Pte. Ltd. [Co. Registration No.: 201535741C], a company incorporated in Singapore, with registered offices at The Yard @ Jurong, address: 10 Science Centre Road, #01-03 Bestway Centre, Singapore 609079 and The Yard @ Dempsey, address: 72 Loewen Road, #01-03, Singapore 248848.
- b. "The Club" refers to the premises, staff, members and the services provided at facilities known as The Yard.
- c. "The Yard" is the operating name of the business situated in the Property(s).
- d. "The Property(s)" refer to the premises at which The Yard operates, namely The Yard @ Jurong, address: 10 Science Centre Road, #01-03 Bestway Centre, Singapore 609079 and The Yard @ Dempsey, address: 72 Loewen Road, #01-03, Singapore 248848.
- e. "The Management" refers to the person or persons assigned with the management of The Club.
- f. "Member or Student or Gymnast or Athlete" means any individual with a valid membership and paid-up tuition fees to The Yard.
- g. "Staff" refers to any employee of The Company.
- h. "Approving Officer" refers to the employee of The Company that has given the authority to approve requests.
- i. "Membership/Tuition Fees" means all fees relating to the services provided at The Yard.
- j. "Signup Date" means the calendar date a subscription is purchased through The Yard's website booking platform.
- k. "Medical Membership Freeze" means a break in membership due to injury.
- l. "House Credit" Account credit being issued by The Management as a courtesy to the customer.
- m. "Make up" class or token is to be used for classes missed, provided space is available within the billing period. These make ups cannot be used for credit for weekly classes.
- n. "Drop Date" is the process by which you cancel your subscription to a particular class. Once a Drop-date is processed for a member's subscription, this will stop any rolling payments for the following term.
- o. "Tier" dictates the number of children allowed to cater to our child to coach ratio for our birthday parties. If the number of children exceeds eight children per coach, the cost incurred will automatically be increased according to how many coaches are needed.

2. THE CLUB SERVICES

The Club specializes in providing Recreational and Competitive Gymnastics, Recreational Trampoline, Ninja, Tumbling and Freestyle programs for all age groups and ability levels. The Club offers additional goods and services, at selected locations, such as the Nail Bar, The Pro Shop and The Lounge, and provides events such as birthday parties and corporate/special events.

a) RECREATIONAL PROGRAMS

CLASSES AND CAMPS

I. Registration and Fees.

- a. The Yard's recreational classes run year-round for 8-week terms, with six terms in a year.
- b. Members may register at any time during the year with remaining classes in the term charged at a prorated fee.
- c. Tuition Fees will not be prorated for any enrolments affected by public holiday closures/other closures.
- d. Placement in classes/camps is subject to availability, age, and skill level.
- e. Registration for classes is for the full term (8-weeks or for mid-term registrations the remaining weeks of the term).
- f. Tuition Fees for the term (8 weeks) are broken down into easy monthly payments.
- g. Tuition Fees are charged via The Parent Portal Auto billing system on the 25th of each month for the subsequent month of services.
- h. Parent or Responsible Parties are required to store a valid credit card on their personal parent portal account for these monthly billing charges.
- i. The Parent Portal is fully encrypted and secure, The Company has no access to any card details. All charges are made via a third-Party Payment Gateway (Braintree).
- j. For security purposes only the Parent or Responsible Parties are required to maintain and update credit card details on the Parent Portal when necessary.
- k. A one-time, non-refundable registration fee of \$60.00 per student is due the first time a student enrolls in a term of classes.
- l. Members or Responsible Parties agree to pay the dues and fees, as stated during the online purchase of your class subscriptions.
- m. In the event of unpaid fees, parents will be contacted via phone and email. Failure to comply within 14 days will result in a child's entry into their class being denied.

- n. A late fee of \$100 will be charged for fees paid after the 14-day grace-period.
- o. Members or Responsible Parties must have accepted the current Liability Waiver that accompanies this policy, before participating in classes/camps. This may be digitally signed during online registration.
- p. Membership/Tuition Fees constitute a commitment to your space in your class for the term and are non-refundable. Whether or not you attend your classes/camps or use the facilities, you are still required to pay your Membership/Tuition Fees.
- q. Membership Fees paid are personal to the Member and non-assignable, non-transferable, and non-refundable.
- r. Only in extenuating circumstances may Tuition Fees/House Credits be transferred to other Club members. These transfers are subject to Management approval
- s. Students are automatically re-enrolled in the following new term of classes. Fees are collected by Autopay unless a drop-date is requested within the scheduled deadline.
- t. The Yard's parent portal for registration and class/camps enrollment accepts Visa and MasterCard.
- u. Our payment system does not accept American Express.
- v. The Company reserves the right to increase Membership/Tuition Fees once every 12 months. A written notice will be provided in advance of any changes.
- w. The Management reserves the right to introduce and vary the prices and categories of Memberships/Tuition Fees at any time.
- x. House Credit can be utilized within The Yard programs Only.
- y. House Credit can be utilized for tuition and camp fees, and merchandise.
- z. No booking can be reserved or finalized until payment of Fees is received in full.

II. Make-Up Classes

Make-up classes should not be an expectation, we understand that life isn't always straightforward and at times children get sick and unfortunate circumstances may cause children to miss the odd class. Make-up class opportunities are there to assist those in extenuating circumstances to minimise disruption to their athletic development pathway, where availability allows.

- a. The Yard allows one (1) Make-Up class per billing cycle for each active student. This allows children who have missed a class due to illness or Public Holiday to come to an additional class within the term subject to availability.
- b. This Make-Up class is provided as a make-up token on the Parent Portal and is allocated upon request to The Yard team.
- c. Parents must inform The Yard of the missed class via email so a make-up token can be issued via the online portal.
- d. All requests to utilise Make-Up tokens need to be submitted through the parent portal
- e. Make-Up requests must have a momentous reason and must be supported with professional documentation, e.g. medical appointment/illness supported by a doctor's medical Certificate or school commitment with a written letter from a teacher.

- f. Personal or social absences, e.g. attending parties, playdates or feeling tired are not eligible reasons for make-up approval.
- g. All Make-Up classes are subject to availability.
- h. Once a Make-Up class has been booked, it will be non-cancellable and considered as utilised even if the student fails to show up.
- i. Requests to reschedule a booking of a Make-Up Class must be done at least 48hrs before the scheduled class to allow coaches to plan for your child.
- j. A make-up class cannot be used as credit for regular class time. There will be no reimbursement for unused Make-Up classes.
- k. Students can only attend a Make-Up class at the location that they are currently enrolled in.
- l. Make-Up classes must be approved in advance by one of the Yard's approving Officers in order for a child to attend. This ensures there is availability in that specific class and the coach has planned for their attendance.
- m. A Make-Up class is strictly non-transferable to another student.

Make-Up class tokens expire at the end of the billing cycle they were awarded in. They cannot be accumulated or brought forward to the next billing cycle

III. Transfer Classes / Camps

- a. Students are allowed to transfer classes/camps within and across Clubs operated by The Yard facilities subject to availability
- b. Any transfer request must be received in writing by email to the location customer service email or for camps to the camps coordinator email.
- c. Transfers are free of charge. All requests must be approved by the Approving Officer and are subject to availability.
- d. The Yard reserves the right to refuse entry into the gym for transfer classes that have not been approved in advance by the Approving Officer.
- e. Camp or class registrations or credits held under related school or external programs to The Yard facilities are non-transferable to classes/camps operated by The yard purpose-built facilities.

IV. Injury / Medical for Classes

- a. In the event of missed classes due to injuries/illness, students are allowed to request a make-up token and book a make-up class for the missed class.
- b. A Medical Certificate or Doctor's Letter must be produced to the Approving Officer upon request of a Make-Up Token.
- c. Make-Up requests must be submitted through the parent portal and are subject to availability.
- d. The Approving Officer must approve Make-Up requests before the student may attend the Make-Up class.
- e. Once a Make-Up class has been booked, it will be non-cancellable and considered as utilised even if the student fails to show up.

- f. In the event of long-term injuries/illness a House Credit may be offered. A Medical Certificate or Doctor's Letter must be produced, and it is subject to Management approval.

V. Cancellation / Drops for Classes

- a. Drop-Date requests must be submitted via the Parent Portal before the cancellation deadline (30 days in advance).
- b. Drop Date requests can be made via the online portal or may be submitted to The Yard in writing via email. If you no longer wish to continue with your classes, you will need to give us 30 day's notice. Payment is collected on the 25th of each month for the following month, so all you need to do is notify us 30 days before your next billing to avoid any further charges
- c. A cancellation fee of \$120.00 will apply should you wish to withdraw from classes with immediate effect or before the 30-day notice period has expired.
- d. Drop-Date requests made as a result of medical circumstances will be required to be endorsed by a validated medical statement/certificate. In such cases House Credit for the remainder of the term will be offered, subject to Management approval.
- e. Outstanding Membership/Tuition Fees at the time of cancellation will be due before the final day of Membership. The Management reserves the right to collect outstanding Membership/Tuition Fees after the last day of membership, should they remain unpaid.
- f. In the event of forced closure by the government or mandated moves to other channels of class provision for reasons outside of The Yard's control, the term of classes will continue to be delivered virtually or otherwise recommended by the relevant governing agencies.
- g. In the event of forced closure for reasons outside of The Yard's control, normal cancellation policies apply (see clauses 2.a.v.a – 2.a.v.g).

VI. Gym Attire

- a. We highly recommend leotards are worn by girls and where applicable training vests worn by boys in our programs.
- b. Students new to the sport can wear athletic clothing (shorts, leggings or warm-up pants and a fitted t-shirt or sports top). For the safety of your child NO hats, skirts, dresses, baggy tops, jeans or hoodies are allowed and avoid clothing with pockets, zips, buttons and strings.
- c. Strictly no jewellery (including studded earrings), watches or accessories should be worn whilst participating in classes. Jewellery that cannot be removed must be sufficiently covered with protective tape, sweatbands or similar.
- d. Medical or Religious Bracelets should ideally be removed prior to entering the gym, however if this is not possible, they must be sufficiently covered with protective tape, sweatbands or similar.
- e. Long hair must be tied back. Short hair must be held back from the face. Avoid hard headbands and sharp hairpins. Hair in the face blocks field vision and may be a safety hazard.
- f. Nails must be kept short.

- g. Religious headcover, e.g. hijab must be removed. It may be replaced with a sufficiently secured head cover that leaves the neck free. This is to reduce the risk of an accident.
- h. No footwear on the gym floor at all times.
- i. Socks are not required except for Trampoline classes.
- j. If your child has any transferable skin conditions, e.g., verruca, please cover it with sufficient material (socks) to prevent infection spread and please alert the coaches.
- k. Children over the age of 3 must be diaper free when attending classes. All participants in our independent classes must be able to use the toilet by themselves and be fully potty trained.
- l. The Yard has the right to deny entry to participants who do not comply with the above gym attire rules.

VII. Others

- a. Students are advised to arrive at least 5 minutes before his/her scheduled class/camp time.
- b. The Yard operates with a 15 minute lateness policy. Admission after 15 minutes will be denied as gymnasts must complete the compulsory warm-up. If entry is denied due to lateness, no refund, credit or makeup session will be offered.
- c. The Yard will not be liable for the safety of students before or after their class/camp.
- d. Students are to wait inside the building and should be escorted to and from the premises by a parent/guardian unless the student has parental consent to leave on their own.
- e. Members and their Guests are not permitted to bring outside food and drinks into The Yard, without the express permission of The Management.
- f. Lost property will be held for one (1) month after which The Yard Management reserves the right to dispose of any items.

Goods And Services

- a. Members may purchase additional goods and services offered by The Yard, and non-members, as permitted by the Management.
- b. The fees associated with all additional goods and services are determined at the sole discretion of The Management.
- c. All prices displayed in the premises are inclusive of Government Services Tax (GST).
- d. Goods that have been purchased are not returnable, refundable or exchangeable.
- e. In the event of a faulty product House Credit may be offered.

b) ADDITIONAL CONDITIONS FOR SPECIALIZED RECREATIONAL PROGRAMS

I. ADULT OPEN GYM SESSION

- a. The time allocated in the gym begins at 7.30 pm and ends at 9.25 pm. All training must end before 9.25 pm (including cooldowns) as participants are required to leave the building at 9.30 pm sharp.
- b. Anyone wishing to use other facilities in the centre, such as showers, must finish doing so and leave the building by 9.30 pm.
- c. The Yard reserves the right to refuse service to abusive customers.
- d. Members are not allowed to perform high-level skills without the correct preparation and supervision.
- e. Wall-running, wall-flips or any wall-related activities are prohibited.
- f. Food and beverages are not allowed in the gym except for bottled water that must be kept in the designated area.
- g. The Medical Membership Freeze is subjected to approval. Members will need to submit their doctors' letters or medical certificate to the approving officer via email.
- h. Photography and Filming is only permitted if all session attendees have given written consent. Strictly no photography and filming in the presence of children under the age of 18.
- i. All personal belongings should be placed in the areas provided: a locker in the changing room. All participants must change in the changing room and enter the gym ready to start the session. The Yard does not take responsibility for lost or stolen items left unattended in the building.
- j. Only wear appropriate sports clothing. Please remember that the gym is to be used by both genders and there may be young children around.
- k. Any members failing to comply with these rules will be given a warning. If failure to comply persists, then members will be banned from the session for one (1) month.

II. PLAYTOTS

- a. All guests must be in good health before entering PlayTots sessions. The management reserves the right to refuse or remove entry to anyone who appears to be unwell.
- b. Each PlayTots ticket and registered membership is valid for ONE child and ONE accompanying adult only. Additional adults or children over the age of 5 will be charged an additional amount.
- c. Adults may bring multiple children; however, they must be able to supervise the children at all times, and every child must have their own membership/ticket.
- d. An adult (aged 18 and above) must be present for the admission of any child during the session. Children under the age of 6 months old at the time of entry, can enter for free when accompanied by a paying child and an adult.
- e. Anti-social behaviour towards other children or adults, including staff, will not be tolerated. If any child/parent/guardian behaves in such a way, then they will be asked to leave the session, and no refund is to be offered.
- f. The Yard Singapore reserves the right to vary and amend these terms and conditions at any given time without any prior notice. In the event of any dispute, the decision of The Yard Singapore is final.

c) CAMPS

General

- a. The Yard's camps run year-round during certain school holidays, up to 20 weeks in a year.
- b. Official Singapore Public Holidays are excluded from the camps.
- c. Registration opens two months before the actual camp week.
- d. Camp registrations are for the full week (5 days) unless a public holiday shortens the week.
- e. Partial week registrations (1,2,3 or 4 day camps) are opened a week prior to the camp start date if there is still availability for that week.
- f. All camp spaces are sold on a first-come, first serve basis.
- g. All camp registrations are to be booked online via The Yard's booking portal.
- h. Competitive camp registration is open for partial bookings two (2) months in advance.

Injury/Medical

- a. Cancellation in advance requires a written request to the Camp Coordinator, and once this has been received, a house Credit will be issued.
- b. Camp fees are non-refundable.
- c. Any cancellation made on the actual camp week will be required to be endorsed by a validated medical statement/certificate. House Credit may be issued, subject to Management approval. No House Credit will be offered without a valid medical certificate.
- d. No Make-Ups are offered.
- e. Any Cancellations made by The Yard will result in options for transferring to other venues, House Credits or a Refund.

CODE OF CONDUCT

Gym Rules

- a. Members are expected to treat the Club, all equipment, and staff with respect, and to use the facility in a safe manner.
- b. Staff are authorized to stop anyone from exercising if he/she is judged unsafe. Gym users must always abide by the instructions of the Staff.
- c. Any member causing any damage whatsoever to The Club's reputation, property, premises, grounds, facilities, technology or staff will be held fully responsible and liable to pay appropriate financial compensation for said damage, at the discretion of The Management.
- d. Members are not allowed in the gym unless instructed by a coach.
- e. Members are to inform any staff on duty should they have an accident or are unwell for class.

Participants

- a. The Yard reserves the right to refuse service to abusive customers.
- b. All members are to treat their coaches and fellow gymnasts with respect.
- c. All members are to treat the equipment with respect
- d. Athletes must not use inappropriate language
- e. Athletes must not eat during a gym session - only still water is permitted.
- f. All personal belongings should be clearly labelled, and be placed in the areas provided.
- g. All participants must change in the changing room and enter the gym ready to start the session.
- h. The Yard will not be liable for lost or missing items left unattended on the premises.
- i. All equipment used during the session should be placed back to where it belongs to by the end of the session.
- j. Fire exits must remain clear and accessible at all times.

Parents/ Guardian

- a. Help your child to recognise good performance, not just results. Help them to enjoy their sport and never force your child to take part.
- b. Parents are required to support the coaches judgement and decision regarding their students.
- c. Always ensure your child is dressed appropriately for the activity and has plenty to drink.
- d. Be on time and always collect your child promptly at the end of a session.
- e. Please do not enter the gym unauthorised – if you wish to talk to the coach please wait until the session has finished.
- f. You must accept the coaches' judgements, please do not be abusive to the coaches.
- g. Please do not shout from the side of the gym as this will disrupt the gymnastics class.

MEDIA POLICY

Photography and Filming.

- a. Strictly no photography and filming in the presence of children under the age of 18.
- b. The Yard staff regularly use photographs and videos as training aids. It is a very effective coaching tool that allows students to track their progress and performance analysis techniques and keep parents updated on their children's progress.
- c. From time to time The Yard Management uses photos/videos taken in classes/camps/programs to showcase our product offering in promotion materials, brochures and on our website.
- d. The Yard Management is dedicated to the safeguarding of children in our programs, any media used for promotion will do so in a positive light, depicting the success programs/services offered by the company and high achievements of our students.
- e. With a granted media release The Yard reserves the right to use any photographs/videos taken during camps/classes/programs on its website and in any of its future publications.
- f. For certain occasions, e.g. school projects, special events, parents may request to take video/photo of their child during their regular session. This must be requested in written form at least 72 hours in advance and is subject to Management's

approval. When approval is granted, The Yard's staff will carry out the recording following the given instruction from parents making sure no other child is recorded. Parents are not allowed in the gymnasium during structured classes.

PRIVACY POLICY

Information Collection

- a. If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent or provide you with an opportunity to say no. If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at any time, by contacting us at enquiries@theyard.com.sg or mailing us at: The Yard 10 Science Centre Road, Singapore, 05, 609079, Singapore

Consent

- a. When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.
- b. If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent or provide you with an opportunity to say no.
- c. If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at any time, by contacting us at enquiries@theyard.com.sg or mailing us at: The Yard 10 Science Centre Road, Singapore, 05, 609079, Singapore

Disclosure

- a. We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

Webstore

- a. Our parent portal is hosted and powered by iClassPro (www.iclasspro.com) and BrainTree (www.braintreegateway.com). The server is private and the software installed is licenced to The Yard to provide us with the online e-commerce platform that allows us to sell our products and services to you.
- b. Your data is stored through iClassPro's and BrainTree's data storage, databases and the general web server application. The data is stored on a secure server behind a firewall.

Payment

If you choose a direct payment gateway to complete your purchase, then Braintree stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

- a. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.
- b. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.
- c. For more insight, you may also want to read BrainTree's Terms of Service here or Privacy Statement.

Third-Party Services

- a. In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.
- b. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.
- c. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.
- d. In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.
- e. As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.
- f. Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.
- g. When you click on the links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

Security

- a. To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.
- b. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

Age Of Consent

- a. By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

Changes To This Privacy Policy

- a. We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.
- b. If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

Questions And Contact Information

- a. If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at enquiries@theyard.com.sg or by mail at The Yard.

d) COMPETITIVE PROGRAMS

Accepting a position in a Yard competitive squad is a year long commitment to a year-long athlete development program. The process of a strong athlete development programme occurs in cycles:

- *Physical preparation*
- *Skill acquisition*
- *Skill consolidation*
- *Competition preparation*
- *Competition season performance*

Missing or skipping any of these cycles disrupts the overall success of this development process for an athlete and impacts rate and effectiveness and value the athlete gains from the programme as a

whole. The Yard's Competitive Squad Programme is focused on building strong athletes with strong athletic pathway opportunities. That can continue to grow and put forward strong competitive performances for the Club and team. The competitive squad policies and athlete expectations (outlined in the Athlete Handbook) reflect what is required to build and resource a sustainable long-term program for our athletes and the requirements needed to meet our athlete development goals successfully.

I. Registration and Fees

- a. Places in The Yard's Competitive squads are by invitation only and are subject to either a trial or assessment with one of the The Yard competitive coaches.
- b. Places are offered based on various criteria such as but not limited to; skill level, work ethic, ability to commit to the training program and their profile of support. The decision of squad allocation is fully determined by the club.
- c. The Yard's Competitive program is an all-year round program running from August to July and requires the commitment of athletes for the full year to complete the yearly training program.
- d. Fees for all competitive squads are based on the full 12-month program and broken down into 12 monthly installment payments.
- e. Annual fees are based on a 46-week year with 6 weeks of holidays built into the monthly fee installments (whether you take the holidays or not).
- f. The monthly fee installments also include a Multi-hour discount where rates are reduced the higher the required training hours become.
- g. Squad fees are charged on the 25th of every month via the The Yard's Parent portal to the credit card on file.
- h. The Yard operates a full squad program closure twice a year for coaches to take their leave and athletes to have holidays. These closures are typically during the periods when most families are on holiday (Christmas and Summer).
- i. Squad closure periods are subject to change and are determined by the development needs of the athletes at that point in time.
- j. There is no training for squads on public holidays unless otherwise stated by the coaching team.
- k. Squad memberships cannot be frozen for any period of time during the year.
- l. Squad fees are non-refundable and non-transferable.

II. Injury And Medical

- a. In the event that an athlete sustains injury athletes are encouraged to seek medical treatment from a sports doctor preferably one of our recommended doctors with sport-specific knowledge of gymnastics.
- b. As per much of the scientific recovery and rehabilitation medical research all athletes are expected to continue training under a modified training program whilst injured and/or recovering from injury.

- c. Working with The Yard's recommended Sports Doctors and/or Physiotherapists aids collaborative communication between the Yard coaches and Doctors helping speed up the recovery process.
- d. Fee installment payments must continue to be carried out as per the normal payment schedule to maintain the athlete's place in their squad programme, whether they attend or not.
- e. Fees structures for squad athletes in long-term extenuating medical circumstances will be reviewed on a case by case basis. Any fee reductions will be at the discretion of the management.
- f. There are no refunds for any competitive squad programs.

III. Cancellation / Drops

- a. Athletes are required to complete the full training year.
- b. Cancellation/drop request within the training year are only accepted for athlete relocating out of the country
- c. A 30 day notice period is required for any cancellation/drop request of this nature or at the end of the training year.
- d. Cancellation/drop requests before the end of the training year will only be accepted for consideration in the presence of extenuating circumstances. These requests are still subject to review on a case by case basis and approval is subject to management approval.
- e. In the event of forced closure by the government or mandated moves to other channels of class provision for reasons outside of The Yard's control, the term of classes will continue to be delivered virtually or otherwise recommended by the relevant governing agencies.
- f. In the event of forced closure for reasons outside of The Yard's control, normal cancellation policies apply (see clauses 2.d.iii.a – 2.d.iii.f.).

IV. Gym Attire

- a. Female athletes in The Yard's Competitive squads are required to wear leotards to all training sessions. Shorts are optional unless otherwise specified by the coach
- b. Male athletes are required to wear their training vests, with either shorts and/or gymnastics long where appropriate.
- c. Athletes are required to have their own chalk for training and training aids like grips, wrist guards, tape where appropriate.
- d. All Yard Squad athletes are required to have their own team leotards and competitive kit specific to the needs of their squad - outlined in the Athlete Handbook.
- e. Competitive leotards and competitive kits are charged additionally to monthly squad fees.
- f. Strictly no jewellery (including studded earrings), watches or accessories should be worn whilst participating in classes. Jewellery that cannot be removed must be sufficiently covered with protective tape, sweatbands or similar.
- g. Medical or Religious Bracelets should ideally be removed prior to entering the gym, however if this is not possible they must be sufficiently covered with protective tape, sweatbands or similar.

- h. Long hair must be tied back. Short hair must be held back from the face. Avoid hard headbands and sharp hairpins. Hair in the face blocks field vision and may be a safety hazard.
- i. Nails must be kept short.
- j. Religious headcover, e.g. hijab must be removed. It may be replaced with a sufficiently secured head cover that leaves the neck free. This is to reduce the risk of an accident.

V. Competitive and Club Representation

Competitions & Club Representation - Competitive Squads

- a. Athletes accepting a place in a competitive squad are expected to represent the club at all designated competitions sanctioned as part of The Yard's competition season.
- b. Competition participation is compulsory unless injury prevents performance.
- c. Athletes may be required to compete on public holidays should this be the event schedule.
- d. Competition Fees are charged additionally to Squad monthly fees.
- e. Competition Fees may vary and are determined by the event organisers.
- f. During the competition season coaches may make changes to the training schedule by adding or reducing training sessions to ensure athletes are best prepared to compete.
- g. Each Competitive event comes with its own set of rules that are not in The Yard's control. Sometimes they limit the number of athletes that can participate in an event. Coaches will pick their line-up in line with the goals of the team for that particular event.

e) EVENTS

I. Birthday Parties

- a. Once payment has been made, services provided will only include products & services listed in the Birthday Package purchase.
- b. Any additional service(s) may or may not incur charges during the event. Any costs incurred must be paid during the event.
- c. The Yard operates a Bring You Own (BYO) for bottled alcohol brought to be consumed at selected facilities that has a flat fee corkage charge of \$30.00 (Applies to Jurong location only).
- d. The Yard event personnel must be informed of any additional guests attending the event gym activities at least seven days before the event date. Any requests for gym entry within seven days leading up to the event will not be accepted.
- e. The Yard reserves the right to deny entry to the premises to anyone without prior notice.
- f. Any variance fee caused by an upgrade in Tier after payment of your booking must be paid during the event.
- g. All guests entering the gym must have a signed Liability Waiver form under their account on <https://app.iclasspro.com/parentportal/theyard/>.
- h. Any payments made to book a party are non-refundable under any circumstances.

Special Events

NOTES
Corporate Events
NOTES

3. THE CLUB – GENERAL CONDITIONS

I. LIMITATIONS OF LIABILITY

In consideration of the Management accepting his/her application for Membership of The Club, and for he/she becoming and remaining a Member of The Club, the Member agrees that:

- a. Neither the Company, its associated companies, employees or agents shall be responsible for any claims, demands, injuries, damages, or actions of negligence arising on account of death or due to injury, loss, damage or theft to a member's person or property arising out of, or in connection with the use by a Member of any of the services, facilities or premises of The Club. The Member as a result of this holds The Company, its associated companies, employees and agents harmless from all claims which may be brought against them by or on a Member's behalf for any such injuries or claims aforesaid.
- b. Any guest of a member or temporary visitor to the Club agrees to abide with the Club rules and the same limitation of liability as a member.
- c. The Member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he or she is not capable of engaging in active or passive exercise and that such activity would not be detrimental to his/her health, safety, comfort or physical condition.
- d. The Member shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other ailments such as open cuts, abrasions, open sores or minor infection, where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other Members.

II. EXPULSION OF MEMBERS

The Management may terminate the Membership of any Member

- e. Without notice and with immediate effect if the Member's/Student's conduct, whether or not such conduct is the subject of a complaint by another Member or Members, is such that in the reasonable opinion of the Management, it may be injurious to the character or interests of the Club.
- f. If any membership fees remain unpaid after the due date for payment.
- g. Upon notice in writing, if the Company is of the opinion that the Member is not a suitable individual for continued Membership of the Club. All decisions of the Management under this clause are final and binding.
- h. Whose Membership is terminated by the Management shall forfeit all the privileges of membership with immediate effect without claim for any refund of his/her Sign Up Fee or Monthly Membership/Tuition charges, other than any Monthly Membership or Tuition

charges paid in advance. On termination of his/her membership, the Member shall return any other evidence or property of Membership provided to that Member by the Club and shall settle any outstanding debts.

4. BILLING AUTHORISATION

- I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honoured by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties.
- I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a 30 day written notice is required to terminate billing for all all programs and Drop-Date requests need to be submitted before the Drop-Date deadline for all recreational program subscription cancellations. **I am responsible for payment whether or not my student attends classes until I notify this facility in writing to drop my student from class(es).**
- Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.