

# Axel's Skating School

## Terms of Service and Program Policies

### 1) Payment Schedule

- (a.) For a skater to join Axel's Skating School, a credit or debit card must be provided and kept on file for hassle-free auto-renewal each month.
- (b.) Program fees are calculated on the basis of 46 classes per year, per class day. This accounts for scheduled closures due to holidays and special events. Makeups and credits are not provided for up to 6 non-scheduled class days each year. Fees are not charged per class; instead, the annual program cost is divided into 12 equal monthly payments.
- (c.) Payments for each subsequent month will be on the same date number as the day of your skater's initial registration. So, if you join on May 15<sup>th</sup>, you can expect your automatic renewal to happen on the 15<sup>th</sup> of every month.
- (d.) Payments not made within 7 days of the payment due date will be charged an additional \$10 late fee. Payment must be made before the skater may attend their next class.
- (e.) Axel's Skating School Membership and Annual Registration will be cancelled for skaters with delinquent fees in excess of 15 days.
- (f.) Skaters who incur more than three failed payments with a 12-month period may have their skating school membership terminated and may be ineligible for future re-activation
- (g.) Apple Pay / Google Pay: Because these platforms process cards as a single-use transactions, skating school memberships cannot be paid using Apple Pay or Google Pay.
- (h.) By registering and paying for Ice Factory classes, events, services, or products I hereby authorize Ice Factory of Central Florida, inc to charge my credit card or bank account in advance for all applicable fees incurred by me in connection with my chosen service and registration. I hereby understand and agree that in most cases, Ice Factory of Central Florida, inc will be charging my designated credit card or bank account in accordance with the payment schedule of the service for which I have registered, but some service fees may accumulate on my credit card account or bank account before they are actually charged to my account. I further understand and agree that it is my responsibility to notify Ice Factory of Central Florida, inc of any changes to my credit card or bank account or if my credit card has expired otherwise my access to the Service may be discontinued or interrupted. All fees shall be paid in U.S. dollars.

### 2) Annual Registration Fee: All skaters in Axel's Skating School are required to maintain a current annual registration with Axel's Skating School. This registration includes your registration with Learn to Skate USA, which runs July 1 – June 30<sup>th</sup> annually.

- (a.) Your Annual registration will automatically renew on June 30<sup>th</sup> each year at the current renewal rate. We will send a reminder email 30 days prior to this renewal date to remind you of the upcoming renewal payment.
- (b.) Skaters with failed renewal payments, or refusal to renew will not be able to participate in classes and events. You will not receive a prorated class membership refund due to lack of renewal of the annual registration.
- (c.) Fee Coverage: The annual registration fee includes the Learn to Skate USA Membership, which provides:
  - i) Secondary sport accident insurance coverage

- ii) Official Learn to Skate USA Record-keeping for testing and advancement
  - iii) Access to the Learn to Skate USA mobile app, skills videos, and digital badges
  - iv) Skaters Welcome Packet, including Learn to skate USA magazine subscription
  - v) Access to Compete in Compete USA events and other Learn to Skate USA Sanctioned events (such as our in house recitals and shows!)
  - vi) Membership resources and support directly from US Figure Skating
- (d.) Exclusive Axel's Skating School Member Benefits: Active members of Axel's Skating School also enjoy:
- i) A 5% discount on all skate purchases from the Ice Factory
  - ii) Access to exclusive skating school member events, such as exhibitions and special skating events.

### 3) Make-up Classes

- (a.) To be eligible for a make-up class, a 'Make-up Class Form' must be filled out and turned in **before or on** the day of your absence.
- i) You can complete a makeup class form here: <https://link.icefactory.fun/Makeuprequest>
  - ii) Make-up days are subject to availability on the desired make-up day.
  - iii) Make-up classes must be taken after the missed day and within 30 days of the missed day.
  - iv) Skater must be a current member of the program to take make up class. Should the skater cancel their membership, any make-up classes after the end of the paid for billing cycle will not be available.
- (b.) Upon the receipt of your Makeup Class Form, a representative of The Ice Factory will help you schedule a makeup class within 30 days of the missed class.
- i) Makeup Classes are to be taken on the alternate day to the skater's registration.
    - (1) i.e. for a skater registered for Wednesday classes, their makeup class would be scheduled for a Saturday class.
    - (2) Alternatively, for a skater registered for Saturday classes, their makeup class would be scheduled for a Wednesday class.
  - ii) *\*Makeup classes are not available for skaters registered for classes on Wednesdays AND Saturdays\**
    - (1) This is because there is no alternative day to make up a class, skaters would already be entitled to come to that class.
    - (2) The Ice Factory has subsidized the second class to be 50% off, because makeup classes cannot exist.

### 4) Non-Class Dates:

- (a.) The monthly program price is based on *46 classes/year divided by 12 months per year. **This has already been considered in the pricing of our programs.** Makeup classes are not eligible the non-class dates. These dates are kept current on our website at [icefactory.com](http://icefactory.com). Expect up to 6 non-class dates where classes will not be hosted.*

### 5) Attendance Policy:

- (a.) *Please arrive early before your class to properly prepare to participate in class.*
- (b.) *Skaters that arrive more than 10 minutes late may not be allowed to join a class at the discretion of the skating director/instructor.*
- (c.) *Credits are not provided for skaters who are late, and unable to attend class.*

### 6) Pausing Your Membership

- (a.) With the Axel's Skating School membership "Pause" feature, you can take a break for up to 3 months per 12 month period.
- (b.) Unlike reversing a cancellation, un-pausing your membership will NOT require skaters pay the annual fee again!
- (c.) Class check-ins, makeup classes and public skating passes are invalid during your pause.
- (d.) Pause periods are effective for billing cycle periods, not full/individual months
  - i) i.e. if your billing cycle renews on the 15<sup>th</sup>, your pause will be from the 15<sup>th</sup> to the 15<sup>th</sup> of the next month.

#### **7) Check In For Class:**

- (a.) Skaters should arrive 15 minutes prior to class to allow time for check-in, putting on skates and warm up.
- (b.) All Skaters must check in and receive their class wristband as proof of check in before entering the ice.
- (c.) Skaters must wait until the instructor signal before stepping onto the ice
- (d.) Skaters who arrive more than 10 minutes late may be denied entry at the discretion of the instructor or skating director for class continuity.
- (e.) Young skaters should not be left unattended in the lobby or rink areas.
- (f.) Axel's Skating School staff are not responsible for supervision outside of scheduled class times.

#### **8) Withdrawal, Suspension and Termination**

- (a.) Voluntary Withdrawal
  - i) Skaters may withdraw from Axel's Skating School at anytime by following the official cancelation policy outlined in section 9.
  - ii) Annual registration fees are non-refundable, and any remaining membership benefits (discounts, passes, event access) will be forfeited at the time of withdrawal
- (b.) Membership Suspension
  - i) We reserve the right to suspend membership in cases including, but not limited to:
    - (1) Repeated disruptive or unsafe behavior
    - (2) Violations of the Anti-Bullying or Parent Behavior policies
    - (3) Failure to comply with facility rules or class safety guidelines
  - ii) Suspended skaters may be reinstated at the discretion of the Skating Director once issues have been resolved.
- (c.) Involuntary Termination: The Ice Factory reserves the right to terminate a membership at anytime for any reason. Skaters whose memberships have been terminated may be ineligible for future re-enrollment.
- (d.) Cancelling your Membership**
- (e.) Membership cancellations **must** be made at least **10 days** before your next billing date
- (f.) If cancellation request is received fewer than 10 days before your next billing date, skater will be billed for one more month's membership.
- (g.) If monthly registration is cancelled, the annual registration is cancelled as well.
- (h.) This includes a resulting loss in all benefits associated with your annual registration, including skate purchase discounts, and skating school exclusive events.

#### **9) Class Cancellation, Refund and Practice Pass Value:**

- (a.) The Ice Factory makes every effort to host classes offered, minus the pre-scheduled non-class days. Cancellation due to acts beyond control of the Ice Factory (power failure, act of god,

hurricane, road obstructions, etc) may be canceled without makeup or refund at Ice Factory's sole discretion.

(b.) The Ice Factory reserves the right to combine classes or adjust class schedule based on enrollment.

(c.) All class fees paid are NON-REFUNDABLE, hold no cash value and are non-transferable.

i) We do not give refunds, credits, pro-rations or discounts for any other reason, including but not limited to illness, injury, vacation, inclement weather, loss of power or ventilation, or other circumstances beyond our control. You are still liable for all due fees regardless of whether you/your child is in attendance. If your child is absent, please follow the makeup class policy, as noted above.

(d.) Practice passes (public skating passes), hold no cash value and may not be transferred or credited at any time for any reason.

10) **Personal Property:** The Ice Factory does not accept responsibility for items lost or stolen, although anything we do find will be placed in lost & found, and held for 2 weeks before being discarded.

11) **Anti-Bullying Policy:** The Ice Factory recognizes that every child has the right to enjoy a life free from bullying; therefore we will always take seriously all allegations of bullying and are committed to deal with it effectively when it does happen. We will always endeavor to work with students and parents according to US Figure Skating's skatesafe policy to prevent bullying and report any allegations.

## 12) Code Of Conduct

(a.) *Skater Expectations:*

i) *Skaters must treat coaches, fellow skaters, staff and parents with respect at all times*

ii) *Unsafe, disruptive, or disrespectful behavior (including horseplay, profanity, or refusal to follow instructions) will not be tolerated.*

iii) *Skaters are expected to wear appropriate skating attire, including gloves and proper-fitting skates, and follow all safety rules on and off the ice.*

iv) *Skaters should give their best effort in class and be supportive of their peers.*

v) *Disruptive or disrespectful behavior may result in removal from class, the facility or termination of their membership without refund.*

(b.) **Parent Behavior:**

i) Parents are expected to behave in professional manner providing a positive role model for all to look up to supporting good sportsmanship.

ii) Parents may not enter the ice, bang on the glass, or speak through the doors/glass during classes or otherwise interrupt classes.

iii) Please do not open the doors to the ice at anytime during class.

iv) Disruptive or disrespectful parent behavior may result in removal from the facility or termination of membership without refund.

v) Please bring all concerns to the Enrollment coordinator or the Skating Director to address.