

Terms and Conditions

These terms and conditions apply to SportsKidz and its associated schools (referred to hereinafter as ('SportsKidz) and to a course given to students, applied for and consented to by the parent or Guardian (referred to hereinafter as 'student').

Changes to these terms and conditions require the written consent of SportsKidz.

Course times and fees are given in the 'fee note' and the 'welcome letter' for each course. An application will only be deemed to have been accepted if accompanied by the payment/transfer of the require deposit. Receipt of the application and deposit or fees paid at the time of application will be confirmed in writing by email along with all relevant course details and acceptance of any student is not confirmed until that letter has been issued.

Methods of payment at SportsKidz:

- Bank giro/transfer
- Debit or credit card
- Cheque or cash

Balance of fees can be paid in one, two or three instalments across the term, details of which will be included in the welcome letter or continuing student fee note. Fees should be paid in full by week eight of each term at the latest except where prior authority has been given by the Principal for monthly instalments.

Courses take place once a week during the normal academic term time as often as possible, however SportsKidz reserve the right to make adjustments occasionally where either the venue or Easter do not permit that the 12 week term can sit within these dates. The term dates for the following term will be made known at the end of each term when the fee note is issued by email.

Written confirmation from SportsKidz of an application confirming that a student has been allocated a place establishes a contract for the provision or coaching services.

Where a student is attending any course for the first time the contract can be terminated no more than 4 days after the second course day. Any fees paid, over and above the deposit amount, will be refunded. Termination will only be accepted when received by SportsKidz in writing.

Thereafter, the contract automatically continues for the consecutive term unless it is terminated before the end of the sixth course day. In that case the contract will expire on the last day of the current term. Termination will only be accepted when received by SportsKidz in writing.

SportsKidz reserves the right to exclude students from lessons at its discretion.

SportsKidz reserves the right to make changes to the timetable and to the coaching staff.

Fees are reviewed annually in September.

Medical information and Injuries.

Students participate at their own risk and are obliged to inform SportsKidz and its staff of any existing injuries and medical conditions. Students attending with any medication whatsoever must ensure that it is clearly labelled with the child's name and given to the Principal of the school on arrival of each course day. The child's name, medication and dose must be entered into the medical book which is situated on the front desk of each school. The Principal of the school will make an entry in the book each time the medication is administered whether it is administered by the Principal or the child themselves. The information recorded will be the date, time and dose and upon collection the book will need to be signed by the adult collecting the child. It is the parent's responsibility to ensure that any friend or relative collecting their child is made aware of the procedure.

It is the responsibility of the parent to ensure that all medication is 'in date' and that two epi-pens are included if their child is suffers with anaphylaxis.

If a child is unwell or has an accident requiring emergency treatment, the parent or Guardian will be contacted via the emergency contact details provided on the enrolment form. This number must always be contactable whilst the student is attending a SportsKidz course day. Parents are solely responsible for ensuring that the emergency contact details are up to date and must inform the Principal of an adhoc number upon student arrival should a friend or family member be accepting responsibility on that occasion.

Students are obliged to take care of their own belongings. SportsKidz can accept no liability for lost or damaged property.

The liability of SportsKidz and that of its staff is restricted to course days only and then only to gross negligence.

Use of personal information.

The personal data (as it is defined in the Data Protection Act 1998) of a student and/or parent/guardian submitted using the on line enrolment form or a paper application form will be processed by SportsKidz and its supporting systems companies for the purposes of administration and research in relation to the provision of team sports, Individual sports and team building sessions.

SportsKidz will share this information with external agencies (for example organisations with responsibility for children's safe guarding) only when required or permitted by law.

SportsKidz will not disclose personal data to third parties for marketing purposes but may use personal data for their own marketing purposes within the organisation. It is the parent or guardians responsibility to inform SportsKidz if they do not want to be included in marketing communication.

SportsKidz will from time to time take photographs and video footage during courses and workshops for the use in marketing and publicity material. SportsKidz will not

use any such photographs or video footage available where a student or parent/guardian objects. Objections should be made in writing and sent to the Principal.

Complaints procedure.

If you need to complain about a SportsKidz School, its staff, venue or sessions, you should approach the school Principal directly to resolve the situation. If you are not satisfied with the resolution you should submit a formal written complaint by email to the Principal and cc SportsKidz support staff using the email: office@sportskidz.co.uk

Writing a formal complaint. Please provide as much detail as you can to help investigate your complaint. Say what the problem is – say what you want to happen – provide information on any relevant communication with us on the subject including, for example, any emails or letters and the times and dates of conversations. Address your complaint to the relevant school Principal and send a copy to SportsKidz support staff by email: office@sportskidz.co.uk or by post to 10 Manor Gardens, High Wycombe, Bucks. HP13 5HD.

How we treat your complaint. When we receive a formal written complaint it will be investigated immediately. The school Principal will reply to you by email or telephone within 7 working days. If it is not possible for them to fully respond within this time they will write to you and tell you what they are doing to deal with your complaint and when you can expect a full reply.

Where a complaint is about the school Principal themselves, SportsKidz support staff will lead the investigation, contact the Principal directly and immediately and be the intermediary to resolve the complaint. SportsKidz will always acknowledge where things could have been done better and tell you what we will do to avoid the same thing happening again. Equally, if we do not agree with your complaint we will let you know why.

SportsKidz owns all the rights, title and interest in and to its websites, including software, data, text, media, logos and brand elements. Nothing within these terms and conditions affects or licences ownership of these rights. Any intellectual property created during any course or workshop is owned by SportsKidz. These terms & conditions together with any fee note or welcome letter to a parent or guardian and software supply to associated SportsKidz constitute the entire agreement between all parties which supersedes and extinguishes, promises, assurances, warranties, representations and understanding between them whether written or oral relating to its subject matter. The agreement shall be governed by, and construed in accordance with the laws of England and Wales and any dispute or claim shall fall within the jurisdiction of the English courts.

Privacy Policy

This privacy policy applies between you, the User of this Website and Grant Felix trading as SportsKidz, the owner and provider of this Website. Grant Felix trading as SportsKidz takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. Please read this privacy policy carefully.

Definitions and interpretation

In this privacy policy, the following definitions are used:

- Data
- Collectively all information that you submit to Grant Felix trading as SportsKidz via the Website. This definition incorporates, where applicable, the definitions provided in the General Data Protection Regulation (GDPR) 2018;
- Grant Felix trading as SportsKidz, or us
- Grant Felix trading as SportsKidz of 10 Manor Gardens, High Wycombe, Bucks, HP13 5HD;

User or you

any third party that accesses the Website and is not either (i) employed by Grant Felix trading as SportsKidz and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Grant Felix trading as SportsKidz and accessing the Website in connection with the provision of such services; and

Website

the website that you are currently using www.sportskidz.co.uk and any sub-domains of this site unless expressly excluded by their own terms and conditions.

In this privacy policy, unless the context requires a different interpretation:

- the singular includes the plural and vice versa;
- references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;
- a reference to a person includes firms, companies, government entities, trusts and partnerships;
- "including" is understood to mean "including without limitation";
- reference to any statutory provision includes any modification or amendment of it;
- the headings and sub-headings do not form part of this privacy policy.

Scope of this privacy policy

This privacy policy applies only to the actions of Grant Felix trading as SportsKidz and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

Data collected

We may collect the following Data, which includes personal Data, from you:

- Name

- Date of Birth;
- Gender;
- Contact Information such as email addresses and telephone numbers;
- in each case, in accordance with this privacy policy.

Our use of Data

For purposes of the Data Protection Act 1998, Grant Felix trading as SportsKidz is the "data controller".

We will retain any Data you submit for 12 months.

Unless we are obliged or permitted by law to do so, and subject to any third party disclosures specifically set out in this policy, your Data will not be disclosed to third parties. This includes our affiliates and / or other companies within our group. All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see the clause below (Security).

Any or all of the above Data may be required by us from time to time in order to provide you with the best possible service and experience when using our Website. Specifically, Data may be used by us for internal record keeping and in each case, in accordance with this privacy policy.

Third party websites and services

Grant Felix trading as SportsKidz may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services do not have access to certain personal Data provided by Users of this Website.

Links to other websites

This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

Grant Felix trading as SportsKidz may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Grant Felix trading as SportsKidz. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

We may also disclose Data to a prospective purchaser of our business or any part of it. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Controlling use of your Data

Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

- use of Data for direct marketing purposes; and
- sharing Data with third parties.
- functionality of the Website

To use all features and functions available on the Website, you may be required to submit certain Data.

Accessing your own Data

You have the right to ask for a copy of any of your personal Data held by Grant Felix trading as SportsKidz (where such Data is held) on payment of a small fee, which will not exceed £0.

Security

Data security is of great importance to Grant Felix trading as SportsKidz and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected via this Website.

If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.

We endeavour to do our best to protect your personal Data. However, transmission of information over the internet is not entirely secure and is done at your own risk.

We cannot ensure the security of your Data transmitted to the Website.

General

You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.

If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.

Changes to this privacy policy

Grant Felix trading as SportsKidz reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations. You may contact Grant Felix trading as SportsKidz by email at office@sportskidz.co.uk

Privacy Policy Last Updated: 27th June 2022