

# **TERMS AND CONDITIONS**

#### DEFINITIONS

1.1 "Carer" means the person/persons who attend the Little Hoopers session with the pupil.

1.2 "Parent" means a parent or legal guardian responsible for the payment of the Fees and the contracting party to this contract.

1.3 "Little Hoopers" refers to the basketball program provided under this agreement.

1.4 "Session" means a Little Hoopers session as described on the website.

1.5 "Enrolment Form" means the form relating to the enrolment or re-enrolment of the pupil in a session.

1.6 "Fee" means the monetary cost per session as specified on the enrolment form.

1.7 "Coach" means the individual(s), contracted or employed by Little Hoopers to conduct the session.

1.8 "Premises" means the location where the session takes place.

1.9 "Pupil" means the child attending the session, as detailed by the Parent or Carer on the Enrolment Form.

1.10 "Terms" means these terms and conditions and any special terms and conditions agreed in writing by Little Hoopers and the Parent.

## **ACCEPTANCE OF TERMS AND CONDITIONS**

2.1 All agreements relating to the teaching of the Session by Little Hoopers to the Pupil are subject to these Terms, excluding all other terms and conditions.

2.2 No variation or addition to the Terms shall be binding unless agreed in writing by Little Hoopers and the Parent.



2.3 The Terms shall be deemed accepted by the Parent upon payment of the Fee by or on behalf of the Parent. Payment by the Carer is deemed to have been made on behalf of the Parent.

2.4 The Parent and/or Carer agree to keep the content of the Little Hoopers course confidential and not to copy or use any aspect of the Little Hoopers Program directly or indirectly.

#### **BOOKINGS, PAYMENTS, AND CANCELLATIONS**

3.1 Little Hoopers does not accept children who turn up without prior arrangement.3.2 Participants must be pre-registered before the start date of the session, and all bookings are on a first-come, first-served basis.

3.3 Bookings can be made through our secure website. Confirmation and a receipt will be sent via email. Little Hoopers is not liable for receipt delivery failures to incorrect email addresses.

3.4 Little Hoopers does not issue refunds or credit notes under any circumstances.

3.5 A session is booked for a set period. On sign-up, participants will be allocated a set number of sessions and given their child's date of renewal.

3.6 If a child misses a session, they will not be entitled to any free sessions as a result.

3.7 Payment is taken on a direct debit basis through a secure payment provider.

3.8 Upon signing up, participants agree to a subscription model that automatically renews at the end of the course allocation.

#### CANCELLATION POLICY

4.1 Little Hoopers requires a 1-month notice for the cancellation of any subscription.4.2 If there is an issue with the venue out of Little Hoopers' control, we may cancel a class without providing a refund. Every effort will be made to contact parents using the provided contact details.



4.3 We are not liable to refund sessions not cancelled with written notice or through the Parent Area dashboard.

## PARENT'S RESPONSIBILITY

5.1 The Parent must ensure the accuracy of the information on the enrolment form and notify Little Hoopers of any changes.

5.2 The Parent must ensure that the Pupil and the Carer are not suffering from any contagious illnesses when attending the session.

5.3 The Parent acknowledges that the Pupil will be under the care and control of the Carer at the Premises and is responsible for the Pupil's conduct.

5.4 The Parent shall indemnify Little Hoopers against all losses incurred due to the actions or inactions of the Parent, Carer, or Pupil.

## DISCIPLINE

6.1 Little Hoopers reserves the right to exclude any Pupil or Carer due to unacceptable behavior as determined by Little Hoopers.

# **EXCLUSION OF LIABILITY**

7.1 Little Hoopers and its employees or agents accept no responsibility for any loss or damage arising from the Pupil's attendance at the session, except in cases of negligence.

#### GENERAL

8.1 Notices must be sent by pre-paid delivery and are deemed received within 48 hours of posting.

8.2 Failure to enforce the Terms does not waive the right to enforce them at a later time.



8.3 These Terms constitute the entire agreement between the parties.

8.4 This agreement is governed by English Law and falls under English jurisdiction.

#### MARKETING

9.1 Photographs and videos taken by Little Hoopers may be used for marketing unless we receive written instructions otherwise.

## **REFUND/CANCELLATION POLICY**

10.1 No refunds or credit notes are issued. Cancellation of a subscription must be emailed with 1 month notice. It is your responsibility to ensure we have your correct email address for any communication. The email address must match what we have on the system.

10.2 If there is an issue with the venue that is deemed to be out of Little Hoopers control then Little Hoopers can cancel a session and is not permitted to provide a refund. Little Hoopers will make every effort to contact all parents with the contact details we have available. However, the parent/carer must ensure that we have the correct and up to date contact information for their child.

10.3 Little Hoopers will not be liable for any loss or damage that arises as a result of cancelling a session.

## DATA PROTECTION

11.1 Little Hoopers is committed to protecting member privacy as outlined in our Privacy Policy, in accordance with GDPR. This paragraph explains the way in which we use your personal information. If you have any request about your personal information, please contact our office via email at hello@littlehoopers.org.uk.



We will collect personal information from you through your free session or membership subscription sessions, a change of circumstances form, any information (including personal information) you provide on our website (<u>littlehoopers.org.uk</u>) or our partners' websites, or through your involvement with us, including information (including personal information) you provide for our other services (for example, personal training sessions), competitions, trials and challenges. The information we collect may relate to your child's health or condition.

We can keep, for a reasonable time, copies of all documents and information you have provided as part of your membership application and as a member, even if we refuse your application for membership or if you or we end your membership for any reason.

We may give your personal information to our business partners, those who take over our business and suppliers we ask to provide services on our behalf which relate to these terms. We will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with our Privacy Policy and the General Data Protection Regulation (GDPR) 2016/679.