## **Terms and Conditions of Sporty Bees Ltd**

The following document provides a set of terms and conditions for customers of Sporty Bees Ltd.

# 1. Booking and Services

1.1 By booking a session/s with Sporty Bees Ltd, signing up your child or children, and/or paying the fee, you agree on behalf of yourself and your child or children to be bound by the conditions set out in this document.

# 2. Payment

2.1 The payment of all fees includes in the invoices may be made by any of the following payment methods: credit card; debit card, or cash. To avoid doubt Sporty Bees Ltd is not responsible for any fees; bank charges; rate of exchange, or any other type of charges or commission imposed by any local bank; international bank; payment platform, credit or debit card provider. Any charges must be paid by the customer. Bank payment must include all bank transfer charges.

# 3. Information about you and your child

- 3.1 Parents and carers will be required to provide Sporty Bee Ltd with children's personal information and may be required to provide identification for age verification purposes. Sporty Bees Ltd requires parents to ensure that such personal information is updated in the events of any changes. Parents and carers permit Sporty Bees Ltd to store records of the child's and parent's personal information.
- 3.2 From time-to-time Sporty Bees Ltd will photograph and video record sports sessions for promotional purposes. Sporty Bees Ltd reserve the right to take photographs and videos during sports sessions and social activities such as birthday parties and all other events we lead and use them accordingly for promotional purposes on newspapers; magazines; website, social media channels and any other type of marketing channel.
- 3.3 Parents and children's testimonials provided via email; letters; feedback forms, and questionnaire may also be used for promotional purposes on local national or international advertisers such as magazines, newspapers and websites including the production of brochures, leaflets, flyers or any of the literature and used on our website by or social media channels. Please inform us in writing if you do not wish your child's image to be used in this way we will also remove images from our website and social media outlets upon request.

## 4. Administration of sports sessions

4.1 Should ever a parent or carer wish to change the date of a session, then an appropriate request in writing must be made to Sporty Bees Ltd at least 72 hours in

advance before this session takes place for the transfer to be effective. All changes are subject to availability and an administrative fee of £10 may apply. The fee is used to deter parents and carers from constantly changing sessions and disrupting classes for staff and other children. Note that, should a session be missed, or not attended, the fee cannot be moved or swapped for future dates. To avoid doubt, missed sessions will not be refunded or exchanged for future dates, unless the session was cancelled by Sporty Bees Ltd (due to unforeseeable circumstances such as staff illness or shortage or bad weather for outdoor activities).

- 4.2 If a change of session or sessions is accepted then Sporty Bees Ltd will use reasonable adjustment to accommodate children in relation to the time of classes but reserves the right to change sports-types, exercises, topics and staffing if appropriate. In avoidance of doubt, changing a session may mean that the class may look different to the previous class booked.
- 4.3 Sporty Bees Ltd reserves the right to start a sports session with a minimum of three children. Sporty bees Ltd also reserves the right to accept or deny any bookings without providing reason. To avoid doubt Sporty Bees Ltd is not obliged to accept or approve any bookings. The approval of any bookings is at the discretion of Sporty Bees Ltd. All bookings must be approved by Sporty Bees Ltd in writing. In most cases Sporty Bees Ltd will wish to run sports sessions with a minimum of twelve children and reserves the right to cancel sessions with less children. A session may be cancelled if we feel that the sessions will not run appropriately or cannot be costed effectively with limited bookings.
- 4.4 Sporty business Limited will use its reasonable endeavour to accommodate request regarding specific arrangements on a sports coaching session. This may include having siblings, relatives, or school friends work together on sports tasks within the same group. Please note that Sporty Bees Ltd cannot guarantee that such request can be accommodated on every occasion.
- 4.5 Sporty Bees Ltd use its reasonable endeavour to accommodate requests regarding the ability, age and advancement of a child. We aim to support and develop children's abilities but cannot guarantee that requests to develop a particular child's ability can be accommodated. Please note that Sporty Bees has values based on inclusivity, sports fun, and educational learning.
- 4.6 Sporty bees Limited runs sports sessions, classes, camps, workshops, and other activities that are not specific to one particular age. In other words when participating in any of our activities children of different ages will be working together and taught together during these sessions.

#### 5. Conduct of Children and Adults

5.1 Sporty bees Ltd has the right to expel a child from any session for unacceptable behaviour, poor performance (lack of commitment) or lack of interest. No refund will be given.

- 5.2 Should expulsion occur Sporty Bees Ltd reserve the right to withhold the completion of certificates or awards.
- 5.3 Sporty Bees Ltd views unacceptable behaviour as including but not limited to causing damage to its own property and or contractor's property; causing disturbance or nuisance; abusive or disrespectful conduct; failure to observe fire and safety rules, as well as smoking in unauthorised areas, and/or consuming alcohol or illegal drugs.
- 5.4 Sporty Bees Ltd expects both children and adults to show tolerance and respect to others regardless of race, religion, disability, gender, sexual orientation or any other difference.
- 5.5 Should a child cause damage to Sporty Bees Ltd property or to any of its contractors their parents must pay the full cost of repairing or placing such items. Sporty Bees Ltd reserve a right to produce an invoice to replace the item plus any other costs incurred. The invoice must be settled within 28 days starting from the date the invoice was issued.
- 5.6 Sporty Bees Ltd reserves the right to withdraw from its classes, workshops and/or sport camps, children whose parents, relatives, carers, guardians and all the representatives caused to it staff children and other stakeholders any harm, abuse or fear. We will not tolerate any negative or confrontational attitudes; disturbance nuisance; argumentative behaviour; intimidating behaviour; disrespectful conduct; threatening or verbal abuse, or any other type of antisocial behaviour. This may include shouting or raising the voice on a telephone to Sporty Bees staff.
- 5.7 In the event of insufficient demand for sports activities or should there be a restrictive tier imposed by government (such as COVID-19) in the case of a national lockdown or any other appearance or reason we will issue a credit note only. We will not charge administrative fees. For avoidance of doubt, fees are non-refundable for children arriving late; leaving early; being ill or missing a day of sports session.
- 5.8 We will inform parents and carers on a weekly basis of sports activities are not going to be delivered.

### 6. Liability

- 6.1 Sporty Bees Ltd will not be held liable for loss, damage or injury to persons.
- 6.2 Sporty Bees Ltd will not be liable or responsible for any fail to perform or delay performance of any of its obligations in relation to the children's sessions, classes, or workshops that is caused by events outside of Sporty Bees reasonable control.
- 6.3 Situations beyond our reasonable control include strikes; shortages of personnel; labour disputes; riot; war; acts of God; civil commotion; malicious damage, threats to safety not compliant with any law or governmental order.

6.4 Sporty Bees Ltd reserves the right to alter programmes of sports activities, itineraries, prices, premises, and personal as it thinks fit and without notice.

#### 7. Medical

- 7.1 It is the responsibility of parents, guardians and/or legal representatives to inform Sporty Bees Ltd upon the submission of the application form of any issue or condition that may affect the performance of children during sessions or workshops. These include but are not limited to SEN; ADHD; disability; diet; medical behavioural; social issues and significant information regarding the child's history.
- 7.2 Sporty Bees Ltd cannot guarantee if any drinks, snacks or lunch brought by another child or adult to its sports camp is free of traces of nuts and nut oils or may not have been made alongside other products containing nuts.
- 7.3 It is parents, guardians and all representatives' responsibility to inform Sporty Bees Ltd upon submitting the application form, that the information is given to administer medication or if there is 'first-aid' required for a condition related to their child.
- 7.4 Sporty Bees Ltd will not be held responsible for any issue resulting from food allergies.

#### 8. Valuable items and lost items

- 8.1 Sporty Bees Ltd will not be liable for any damage or loss of items of clothing, jewellery and all electronic devices such as tablets or other property brought to the location by children and/or their parents.
- 8.2 Sporty Bees Ltd will not be responsible for any property left at the location by the child or parents and may dispose of any such property if not claimed and collected by you within 30 days after the item was found.

### 9. Personal searches

9.1 As an education provider working with children, Sporty Bees Ltd reserves the right to search the bags and other personal property of all children in appropriate circumstances to maintain the safety and well-being of all children at class.

#### 10. Child Protection

10.1 Sporty Bees Ltd will contact the local safeguarding children's board if we suspect abuse or in the event of a disclosure. Also see our safeguarding policies.

## 11. General

11.1 This agreement drawn up in this document is governed by the laws of England and the parties submit to the exclusive jurisdiction of the English court of law in the UK.