

Serious4Sport Terms & Conditions

Definitions

- CARER – is you or the person you have chosen to attend the Serious4Sport class with the pupil
- COACH – is the person employed by Serious4Sport to deliver the class
- ENROLMENT FORM – is the form that the parent/guardian must fill out before the pupil takes a Serious4Sport class
- PAYMENT – is the price of the sessions that are paid for by you the parent/guardian
- SERIOUS4SPORT – is us Serious4Sport
- VENUE – is the place where the class is operated
- PUPIL – is the child that has been named in the enrolment form
- SESSIONS – is the period of classes that as been booked by the parent/guardian
- YOU – is the definition of the parent or legal guardian who has accepted these terms and conditions and who has filled out Serious4Sport's enrolment form
- CLASS – is an individual session

Responsibility

- You confirm that you are the parent or legal guardian of the pupil that is named in the enrolment form
- You confirm that you will stay with said pupil unless prior agreed with Serious4Sport in written consent that said pupil may be left with Serious4Sport during the class
- There is conformation that the pupil set out in the enrolment form is accurate
- You understand that the pupil is under supervision, care and control of a carer at a Serious4Sport class and the carer will be responsible for the welfare and conduct of the pupil while the pupil is at the venue
- Some Serious4Sport classes are held outside in public areas which have been carefully selected by Serious4Sport and it is the carers responsibility for the whereabouts of the pupil during each class
- You will indemnify us and keep us indemnified against all loss, liability, costs and expenses which we may incur directly as a result of any actions of a carer or pupil

Health

- It is your responsibility as the parent/guardian to inform Serious4Sport of any medical issues or injuries that you, the carer, or the pupil may have before the start of a Serious4Sport class and Serious4Sport cannot be held responsible for any information that has not been made aware to them

Discipline

- Serious4Sport have the right to remove any pupil at any time out of a class or sessions if they deem the pupil or carers behaviour unacceptable, this will be with no refund and a cancellation of the contract with immediate effect.
- Unacceptable behaviour will include damage to property, disruptive behaviour, aggressive behaviour towards others, or any other behaviour Serious4Sport determine as unreasonable
- Payment
- You shall pay Serious4Sport via the website for a six session block or a ten session block
- Confirmation of the booking will be sent to the e-mail address that was given in the enrolment form
- Payment must be paid before pupil can start Serious4Sport classes
- If you cannot attend a Serious4Sport class please e-mail Serious4Sport making them aware of your absence and you will not be charged for the class and will not lose out on a payment of a class
- You must contact Serious4Sport within 4 hours prior to start of pupils class if the pupil can not attend a class to receive the no charge stated previously
- Serious4Sport have the right to increase/decrease payment of sessions at anytime with minimal notice

Cancellation or Changes

- We may cancel this contract at any time before the start of any sessions, we will refund payment for classes left in that session unless contract is cancelled for disciplinary issues
- Serious4Sport may change the coach for the class at anytime
- Classes which are held outdoor are weather dependant and Serious4Sport may change the venue or decide to cancel the class on the day of the class, it is your responsibility to check the website or call Serious4Sport to see if your pupils class is still running on that day

Exclusion of Liability

- Serious4Sport, its coaches, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the Pupil or any other party arising directly or indirectly or in any way connected with the attendance of the Pupil at the Classes (or any part of it) or any other act or omission on the part of Serious4Sport or any of its coaches, employees or agents even if such act or omission is negligent.

- You agree as the carer that any claim made against Serious4Sport or its coaches must be brought within 60 days of the event that gave rise to such claim and any claim made thereafter shall be time-barred
- You acknowledge, warrant and undertake that the maximum aggregate liability of Serious4Sport to the parent and or pupil under the terms shall not exceed the payment
- All warranties and conditions whether implied by the statute or otherwise are excluded from this contract provided that nothing in this contract will restrict or exclude liability for death or personal injury cause by the negligence of Serious4Sport, or affects the statutory rights of the carer or pupil

General

- The failure by either party to enforce these conditions shall not be a waiver of them
- These conditions, the enrolment form, constitute the entire agreement between the parent or guardian and Serious4Sport
- You agree that these conditions will apply to the classes run by Serious4Sport and attended by the pupil. By making payment and the pupil attending the class, you are deemed to have accepted these conditions
- These conditions are subject to change at anytime by Serious4Sport
- These conditions shall be governed by English law and shall be subject to the jurisdiction of the English courts