



## Activ8 Terms and Conditions

(updated January 2022)

### 1. Definitions

- i). "Participant" means the child who is attending or who is booked on to an Activ8 session
- ii). "Activ8", ("we", "our") means a class operated by Debbie Webb or an employed person of the company. "Activ8" is a Trading Name of Activ8 For Kids Limited.
- iii). "Activ8 "sessions" mean the weekly class held and means the agreed dates as described under view classes at [www.activ8forkids.co.uk](http://www.activ8forkids.co.uk). In the event of cancellation of classes due to "conditions out of our control" such as weather a refund shall not be given.
- iv). "Carer" or "Parent" means the person who attends the class with the Participant and is responsible for their welfare.
- v). "Cost" and "Fees" means the value chargeable to attend an Activ8 session.
- vi) "Contract" the contract between Activ8 and the Parent or Carer, as applicable, for the supply of services in accordance with these terms.

### 2. Acceptance

- i). All issues pertaining to the coaching during a Activ8 class operated by Activ8 and the on-going communication with coaches, back office staff & Activ8 head office are subject to these terms and will not be replaced unless pre-agreed in writing by the Parent and Activ8.
- ii). These terms shall be deemed to be accepted by the Parent or Carer once the enrolment form and payment has been received at which point, and on which date the Contract shall come in to existence.

### 3. Confidentiality

- i). By agreeing to these terms the Parent or Carer agrees not to share any aspects of Activ8 programme with a third party who may be involved in a business that operates in the same market as Activ8. The Parent or Carer will not be involved directly or indirectly with such a company.
- ii). The Parent or Carer will not take, replicate or use any Activ8 material directly or indirectly for use with any other organisation.

#### 4. Company Information

i).The classes in any given area are operated by our Lead Coaches and trading in business under the name "Activ8 For Kids Limited".

#### 5. Parent/Carer Obligation

i).The information provided on the enrolment form is accurate and up to date at the time of booking. Any changes need to be sent to Activ8 and either of the Lead Coaches notified, by the Parent/Carer, in person by telephone or in writing as soon as the change needed is apparent.

ii).It is the Parent or Carer's responsibility to inform the Activ8 Lead Coaches of any special medical conditions at the point of booking. This includes behavioural, learning or medical and any other condition that may be significant in either of the Lead Coaches being able to conduct a class without disruption. .

iii).The Parent or Carer must ensure the participant does not attend the class whilst suffering from any serious illness unless pre-agreed in writing.

iv).During all Activ8 pre-school classes the Parent or Carer agrees and accepts the sole responsibility, general conduct and care for the Participant during the class

v).Activ8 does not allow the Parent or Carer to leave the Participant for any amount of time before, during or after a Activ8 pre-school class.

vi).Activ8 have the sole right to cancel or exclude the Participant and the Parent or Carer if deemed necessary for the safety and well-being of other Participants or Parents or Carers.

#### 6. Limitation of liability

i). The Parent or Carer agrees that any claim made against Activ8 will be made in writing within 14days of the incident taking place and failure to report in writing within this time will negate/void any such claim. The notification will then be forwarded on to our insurers. The claim cannot be made directly against Debbie Webb or any director of the business. To this end the maximum aggregate liability for Activ8 will not exceed the total fee paid to [Activ8] by the Parent or Carer when entering in to the Contract.

ii).Neither Activ8, a coach, coaches assistant nor any other employee accepts responsibility in respect of loss, damage or expense incurred by a Parent or Carer during a Activ8 class.

iii) Nothing in these terms shall limit or exclude [Activ8] liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

iv) Subject to clause 6)iii) above:

(a) [Activ8] shall under no circumstances whatever be liable to the Carer and/or Parent, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) [Activ8] total liability to the Parent and/or Carer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fee paid by the Parent or Carer to [Activ8] when entering in to the Contract.

v) The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

vi) This clause 6 shall survive termination of the Contract.

## 7. Data protection

i).By agreeing to these terms and conditions the Parent or Carer consents that the data provided (non financial) can be shared within the Activ8 organisation only

ii).We process and hold all personal information in accordance with the Data Protection Act and we are members of [www.ico.org.uk](http://www.ico.org.uk) ( A8165672)

## 8. Photography

i).Activ8 may use photography in their classes and Parents and Carers have the right to refuse participation in such events. Inclusion in the photographs means that Activ8 has the right to use these images for promotional purposes until such time the Parent or Carer requests otherwise. Where official photographers are employed consent forms shall be signed, these are subject to the same terms and conditions as above. Please see Photo Policy.

## 9. Activ8 Standards

i). Activ8 Lead Coaches have completed the following:

- minimum level 1 coaching course and/or NVQ in teaching sport and PE
- Child protection
- First Aid course

Some of our senior coaches are also trained as 'Qualified PE Teachers'

ii). Activ8 Lead Coaches hold the relevant enhanced DBS Check and they can be seen on request.

## 10. Insurance

Activ8 holds the following insurance.

Public Liability £10,000,000

## 11. Events outside of our control

i). We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an Event outside Our Control.

ii). An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

iii). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of services to you, we will restart the services as soon as reasonably possible after the Event Outside Our Control is over.

iv). You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the services. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than 4 weeks in accordance with Our cancellation rights in clause 13.

## 12. Your rights to cancel and applicable refund

i). Before we begin to provide the services, you have the following rights to cancel an order for services, including where you choose to cancel because we are affected by an Event Outside Our Control or if we change these Terms under clause 16vii) to your material disadvantage:

(a) you may cancel any order for services within 7 calendar days of placing an order or up to 7 days before a service starts by contacting us. We will confirm your cancellation in writing to you.

(b) if you cancel an order under clause 12i) and you have made any payment in advance for services that have been provided to you, we will refund these amounts to you.

(c) however, if you cancel an order for services under clause 12i) and we have already started work on your order by that time, you will pay us any costs we reasonably incurred in starting to fulfil the order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. however, where you have cancelled an order because of our failure to comply with these terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.

ii). Once we have begun to provide the services to you, you may cancel the contract for the services at any time by providing us with 30 calendar days' notice in writing. Any advance payment you have made for services that have not been provided after the notice period will be refunded to you.

iii). Membership fees are NON-REFUNDABLE

iv). Once we have begun to provide the services to you, you may cancel the contract for services with immediate effect by giving us written notice if:

(a) we break this Contract in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;

(b) we go into liquidation or a receiver or an administrator is appointed over our assets;

(c) we change these terms under clause 16vi) to your material disadvantage;

(d) we are affected by an Event Outside Our Control.

### 13. Our rights to cancel and applicable refund

i). If we have to cancel an order for services before the services start:

(a) we may have to cancel an order before the start date for the services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which we cannot provide the services. We will promptly contact you if this happens.

(b) If we have to cancel an order under clause 13i)(a) and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you.

(c) Where we have already started work on your order for services by the time we have to cancel under clause 13i)(a), we will not charge you anything and you will not have to make any payment to us.

ii). Once we have begun to provide the services to you, we may cancel the contract for the services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you.

iii). We may cancel the contract for services at any time with immediate effect by giving you written notice if:

(a) you do not pay us when you are supposed to when entering in to the Contract; or

(b) you break the Contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing.

#### 14. Notices

i). Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing when entering in to the Contract or to such other address as is notified by one party to the other from time to time, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

ii). A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14i); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one business day after transmission.

iii). The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 15 Variation

i). We may revise these terms from time to time to account for any changes in relevant laws and regulatory requirements or with the consent of both parties. Where we revise these terms due to changes in relevant laws or other regulatory requirements, we will give you at least one months' written notice of such changes to apply.

#### 16. General

i). We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.

ii). You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

iii). The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

iv). Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

v). If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

vii) These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.