

TERMS OF SERVICE BETWEEN SPORTYPEOPLE AND CUSTOMER

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

GENERAL TERMS AND CONDITIONS

This site is owned and operated by 1 and 1 Website. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at james@sportypeople.co.uk or 07872 911 171.

1 The contract between us

We must receive payment of the price of the course/s you have selected before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

2 Ownership of rights

All rights, including copyright, in this website are owned by or licensed to SportyPeople . Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

3 Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website.

4 Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

5 Availability

All orders are subject to acceptance and availability. If the courses you have ordered are not available, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the course is re-available or to cancel your order.

6 Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

7 Price

The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy courses of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

8 Payment terms

Paypal will charge your credit account for payment upon receipt of your order. If it is not possible to obtain full payment for the courses from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

9 Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order.

This receipt is proof of purchase and secures your place on the course. Please bring this receipt to the first day of the course as proof of purchase and confirmation.

10 Cancellation rights

All cancellations will be acknowledged by us and are subject to the following cancellation terms:

- | | |
|--|---------------------------|
| * 7 days + prior to the start date of the course: | FULL REFUND |
| * Less than 7 days to the start date of the course : | 50% of course fee. |
| * Less than one day prior to the start date of the course: | NO REFUND. |

(** Cancellation fees may be waived in exceptional circumstances and upon appeal to SportyPeople in writing and send to info@sportypeople.co.uk).

11 Cancellation by us

11.1

SportyPeople takes all measures as are deemed reasonably practicable to ensure it fulfils its obligations with regard to confirmed course provision.

11.2

However, if on or before the date of the course and owing to either unforeseen circumstances, force majeure or emergency, SportyPeople shall exercise the right of absolute cancellation. In such a case, the total fee for the course shall be refunded but in that event, SportyPeople shall not be liable to pay any compensation to candidates or any other person(s) in respect of the cancellation.

11.3

If SportyPeople is rendered wholly or in part to carry out a confirmed course obligation by reason of force majeure, then SportyPeople will give notice and therefore be released from those obligations which can no longer be fulfilled.

11.4

We also reserve the right to cancel the contract between us if:

11.4.1 we have insufficient numbers on courses.

11.4.2 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

12 Transfers

12.1 A candidate may transfer from one confirmed course to another upon request.

12.2 The transfer request must be received by email or a telephone call to one of our general managers and at least 1 day prior to the confirmed start date of the original course for which the candidate was enrolled.

13 Liability and Negligence

13.1 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract

13.2 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

13.3 Neither SportyPeople, nor any person involved with the organisation of SportyPeople courses will be responsible for any losses or additional expenses incurred by any participant or their parents or guardians due to injury or sickness whilst at a sports course due to weather or any other causes beyond their control

13.4 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations

14 Emergency Procedures And Medical Details

14.1 Emergency Treatment. Upon payment of the course you give permission for SportyPeople staff to issue or obtain any medical treatment or assistance for your son/daughter if an accident or injury occurs

14.2 Upon payment of the course you also give permission in the unlikely event of any serious accident or injury for your child to be taken to a hospital; or a doctor, should the situation arise

15 Collecting your child

It is essential that parents/carers always notify a member of staff of their arrival and hand over their child to member of staff.

We must be informed if anyone other than the parent/carer or the persons mentioned as authorised to collect your child changes. You would then need to give sportypeople a password which you would have issued to the person collecting the child.

A child being collected after the session's closing time is also likely to occur from time to time. The following procedures set out action to be taken at the time and subsequently.

Once Sportypeople session time has closed parents and other responsible adult should be on the premises by this time.

If the parent or other responsible adult listed on the registration form are unable to collect the child, the parent should give details to the staff of the person who will be collecting. This must include their name, physical descriptions and any other information staff or parent may deem appropriate or a password which then be shared with the staff on duty would. If your child is not collected on time, our legal liability relating to the staff/child ratio will be infringed as two members of staff must

remain at the school/premises until the last child has been collected – if no school staff is on site or available to help. Any parent/carer who is late collecting their child will have to pay a charge which helps to cover the additional staffing costs incurred for this reason.

The charge is £5 for the first 5 minutes, with an additional £5 for every 5 minutes thereafter. We take lateness very seriously as Sportypeople is only insured until the end of the session when all staff and parent/children should have vacated the premises.

An alternative if the parent/carer is late, we may hand your child to the appropriate school staff, for example teachers or reception staff, in order to wait for the named parent/carer to collect the child.

If you have made no contact to Sportypeople within 30 minutes after closing the Manager/Senior Member of staff will contact Social Services or appropriate emergency services.

Some children who are older and live nearby may be given written permission by the registered parent/carer for the child to walk home on their own. **This permission must be given at the time of registering your child for the chosen course.**

16 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact email address at james@sportypeople.co.uk and all notices from us to you will be displayed on our website from time to time.

17 Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

18 Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

19 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

20 Customer Services

20.1. To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.

20.2. If you are unhappy with any aspect of our service, please contact james@sportypeople.co.uk. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

21 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

22 Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23 Publicity Photos

Publicity shots are often taken during our courses for marketing purposes only. If you would not like your son/daughter to appear please contact us as soon as possible via email

james@sportypeople.co.uk OR call us on 07872 911 17.

PRIVACY STATEMENT

SportyPeople are committed to protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1988

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- (a) To register you with our website and to administer it.
- (b) For assessment and analysis e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.
- (c) To send SportyPeople newsletters.

Cookies

There is a technology called "cookies" which may be used by us to provide you with, for example, customised information from our website. A cookie is an element of data that a website can send to your browser which may then store it on your system. If you wish, you can usually adjust your browser so that your computer does not accept cookies. Please remember cookies do not contain confidential information such as your home address, telephone number or credit card details. We do not exchange cookies with any third party websites or external data suppliers.

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to james@sportypeople.co.uk