

# Munchkin Sports Weekend Classes Terms and Conditions

## 1. Definitions

1. "online booking" means the booking system relating to the booking or re-booking of the Participant for a Term as set out at the booking stage of the website.
2. "Carer" means the person who attends the class with the Participant and is responsible for their welfare.
3. "Class(es)" means a Munchkin Sports LLP class described on the website.
4. "Coach" means the individual engaged by Munchkin Sports LLP to teach Classes. Whilst every effort will be taken to maintain the consistency of the Coaches during the Term Munchkin Sports LLP retains the right to retain the right to change the coaching staff where necessary.
5. "term fees" means the value chargeable to attend classes for a term, as specified on the website.
6. "Parent" means a parent or legal guardian of the Participant who will be responsible for the payment of the Fees and who is the contracting party to this contract and who shall (if the Carer is not the Parent) be responsible for compliance with these Terms & Conditions by the Carer.
7. "Participant" means the child who is attending or who is booked on to a Munchkin Sports LLP class whose details are specified by the Parent or Carer upon registering on the website.
8. "Premises" means the premises where the Classes take place.
9. " Munchkin Sports LLP" as named on the website, the company or person with whom you have entered into this contract in respect of the provision of classes and Munchkin Sports LLP in respect of the provision of the Munchkin Sports Kit.
10. "Term" means the agreed dates on the website and as described under "Info & Booking" on the Website.
11. "Terms & Conditions" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Munchkin Sports and the Parent.
12. "Website" means the website at [munchkinsports.com](http://munchkinsports.com).

## **2. Acceptance**

1. All agreements and issues relating to the teaching of the Classes by Munchkin Sports LLP to the Participant and the on-going communication with Coaches, back office staff and Munchkin Sports LLP head office are subject to the Terms & Conditions to the exclusion of all others.
2. No variation or addition to the Terms & Conditions shall be binding unless agreed in writing by Munchkin Sports LLP and the Parent.
3. These Terms & Conditions shall be deemed to be accepted by the Parent and the Carer once the box is ticked on the registration and confirmation of payment of Fees has been received by Munchkin Sports LLP.
4. Munchkin Sports LLP may cancel this contract at any time before the Participant commences a Term, for any reason whatsoever. Munchkin Sports LLP shall not be responsible for any loss or damage whatsoever arising from such cancellation but will refund Fees paid for the remaining Classes in the Term.

## **3. Confidentiality**

1. By agreeing to these Terms & Conditions the Parent and/or Carer agrees not to share any aspects of Munchkin Sports LLP programme with a third party who may be involved in a business that operates in the same market as Munchkin Sports LLP. The Parent and/or Carer will not be involved directly or indirectly with such a company.
2. The Parent and/or Carer will not take, replicate or use any Munchkin Sports LLP material directly or indirectly for his/her own use or for use by any third party.
3. The Parent and/or Carer agree not to directly or indirectly be involved or interested in the any business which competes with Munchkin Sports LLP while the participant is a pupil of Munchkin Sports LLP and for a period on one year thereafter.

## **4. Parent/Carer Obligation**

1. The Parent warrants that the information provided when registering on the website is accurate and up to date in all respects at the point of booking. Any changes will be sent by the Parent and/or Carer to Munchkin Sports LLP immediately.
2. It is the Parent and/or Carer's responsibility to inform Munchkin Sports LLP of any special medical conditions at the point of booking. This includes behavioural disorders.
3. The Participant and/or Parent and/or Carer must not attend any Class whilst suffering from any serious illness or contagious disease or anything similar thereto.

4. During all Classes the Parent and/or Carer agrees and accepts the sole responsibility, general conduct and care for the Participant during the Class and whilst on the Premises.
5. Munchkin Sports LLP does not allow the Parent and/or Carer to leave the Participant for any amount of time before, during or after a Class.
6. Munchkin Sports LLP shall have the sole right to exclude the Participant and/or Parent and/or Carer either permanently or for such period as Munchkin Sports LLP shall (in its entire discretion) determine if deemed necessary for the safety and wellbeing of other participants or parents or carers.

## **5. Limitation of Liability**

1. The Parent and/or Carer agrees that any claim made against Munchkin Sports LLP will be made in writing within 30 days of the incident taking place and failure to report in writing within this time will negate any such claim.
2. The maximum aggregate liability for Munchkin Sports LLP to the Participant, Parent and/or Carer will not exceed the Fees.
3. Neither Munchkin Sports LLP nor any Coach, coaches assistant nor any employee, agent or other representative accepts responsibility in respect of loss, damage or expense incurred by a Participant, Parent and/or Carer arising directly or indirectly or in any way connected with the attendance of the Participant, Parent and/or Carer at Classes (or any Class) or any other act or omission on the part of Munchkin Sports LLP, its Coaches, coaches assistants, employees, agents and/or representatives.
4. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or excluded liability for death or personal injury caused by the negligence of Munchkin Sports LLP, it Coaches, coaches assistants, employees, agents and/or representatives or affects the statutory rights of the parent or Participant.
5. The Parent and/or Carer agrees that any product purchased from the Munchkin Sports LLP merchandise store is to be used at their own risk. Munchkin Sports LLP will not accept responsibility for any personal injury which may occur due to improper use. As a consequence, Munchkin Sports LLP recommends that all equipment is used under the supervision of a Parent/Carer.

## 6. Fees & Payment

1. The Parent shall pay the fees for the term to Munchkin Sports LLP prior to the Participant commencing a term.
2. The Parent will need to pay a one off joining fee which will provide the participant with sports insurance during classes. Upon receipt of this joining fee the participant will receive a Munchkin Sports rucksack, sports kit, water bottle and sticker chart.
3. The term fees are not refundable in any circumstances whatsoever other than with the written consent of Munchkin Sports LLP.
4. If the Participant misses a session they will not be entitled to a free session as a result.
5. If there is an issue with the Premises that is deemed to be out of Munchkin Sports control, then Munchkin Sports can cancel a class and is not obligated to provide a refund or credit. Munchkin Sports will make every effort to contact all parents with the contact details we have available.

## 7. General

1. By agreeing to these terms and conditions the Parent consents that the data provided (non-financial) can be shared within Munchkin Sports LLP.
2. The Parent shall indemnify and keep indemnified Munchkin Sports LLP against all loss (including loss of profit), liability, cost and expenses which Munchkin Sports LLP may incur directly or indirectly as a consequence of any action or inaction of the Parent, Carer and/or Participant.
3. Any notices to be sent by either party to the other shall be sent by pre-paid recorded delivery or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting or immediately if hand delivered.
4. The failure by either party to enforce at any time or for any period any one or more of the obligations arising under this contract shall not be a waiver of them or of the right at any time subsequently to enforce any or all of such obligations.
5. These terms and conditions constitute the entire agreement between the parties hereto and supersedes prior agreements and understandings between the parties.
6. This contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.