

Top Sports Academy Terms and Conditions of Service

Top Sports Academy (trading name of A&H Events Ltd), registered at 4 Farmlands Enfield, EN28JE.

This Agreement is governed by and shall be construed in accordance with the laws of England.

**DEFINITIONS**

“Carer” refers to the person / persons who attend the course of any part of it with the pupil.
“Parent” refers to a parent or legal guardian who will be responsible for the payment of the fees and who is the contracting party in this contract
“Top Sports Academy” refers to the company or the person with whom you have entered this agreement
“Course” refers to the Top Sports Academy children’s sports programmes, products and services
“Enrolment Form” refers to the form relating to the enrolment or reenrolment of a pupil on a Top Sports course
“Fee” refers to the monetary cost per course as specified in the enrolment form
“Coach” refers to the individual(s) employed by Top Sports Academy to teach the course. Every effort will be ensued to ensure that the coaching personnel for each venue remain the same, however, retain the right to change coaching personnel when required.
“Premises” refers to the premises where the course takes place.
“Pupil” refers to the child attending the course, whose details are specified by the Parent or Carer on the enrolment form.
“Terms” refers to the terms and conditions set out in this document and any special terms and conditions agreed in writing by Top Sports Academy and the parent / carer / guardian.

**Acceptance of Terms and Conditions**

* All agreements relating to the teaching of the Course by Top Sports Academy to the Pupil are subject to these Terms to the exclusion of all other terms and conditions
* No variation or addition to the Terms shall be binding unless agreed in writing by Top Sports Academy and the Parent
* The Terms shall be deemed to have been accepted by the Parent upon payment of the Fee by or on behalf of the Parent. Payment by the Carer shall be deemed to have been made on behalf of the Parent.
* The Parent and/or Carer agrees to keep the content of the Top Sports Course confidential and not copy or use any aspect of the Top Sports Academy Programme directly or indirectly

**Payment**

* The Parent shall pay the whole Fee to Top Sports Academy prior to the Pupil commencing the selected course
* The Fee is non-refundable under any circumstances whatsoever without the prior written agreement of Top Sports Academy.  Customers who pay by recurring card payment are offered a “pause” facility for breaks of two or more consecutive weeks for family holidays or missed sessions provided we are notified two weeks in advance of these missed sessions, during which the child’s place is still re-served.  These breaks must be less than 10 weeks in duration and can only be used on a maximum of three occasions in a calendar year.
* Monthly fees pay for fixed venue, coaching and associated equipment and overheads required to maintain the course.
* Top Sports Academy operates the highest levels of coach child ratios and therefore places are limited spaces per class and the monthly subscriptions reserves a place whether the child attends the class or not.
* Monthly subscriptions are calculated over 50 weeks of the year and take into account class closures over the Easter weekend, and during the week between Christmas and New Year.
* Monthly subscription fees are recurring.  Single pupil recurring payments are charged at the indicated rate on the payment page (this varies depending on the territory and class attended).  Multiple pupil recurring payments will receive a discount indicated on the payment page.
* Monthly subscriptions and fees for classes and camps are subject to change reflecting increases in venue, coaching and costs associated with legal compliance, OFSTED requirements and government regulation.

**Cancellation**

* Top Sports Academy may cancel this contract at any time before the Pupil commences the course for any rea-son whatsoever. Top Sports Academy shall not be liable for any loss or damage whatsoever arising from such cancellation.
* The Pupil’s monthly membership for skills classes (football, dance, rugby, cricket tennis, golf and other sports and activities) secures the Pupil’s place in the class and the subscription will continue to be collected until Top Sports Academy receive notification via email (enquiries@top-sports.co.uk) from the Parent to cancel the membership. Any refund due to lack of attendance is limited to a maximum of two months.
* The Parent must ensure they give at least two weeks notice before the next renewal date (1st of each month).  Please note, we are unable to issue any refunds if a cancellation request is made within two weeks of the renewal date and the renewal is subsequently collected.
* For Trial bookings, the subscription automatically starts unless you cancel via email (enquiries@top-sports.co.uk) according to the following cancellation policy:

	+ The first subscription is taken on the 1st of the next month following the Trial date.
	+ In the event you wish to cancel following your Trial, please notify us via email within two days following the Trial date.
	+ Once the first subscription has been collected, the subscription can be cancelled by providing at least two weeks notice before the next renewal date (1st of each month).
* During the notice period the Pupil is welcome to attend the sessions that the renewal covers, or alternatively the sessions can be saved as credit to be used in the future or you can send a substitute friend to make use of the place.  Any credit made for future courses must be against consecutive sessions or classes and the credit can only be applied to an active membership (a membership is set-up using card details).
* In the event of cancellation by Top Sports Academy prior to commencement of the Course by the Pupil, Top Sports Academy will refund any fees for outstanding classes.  This condition does not include “acts of God” or cancellations enforced by venues, where we are unable to issue refunds or in the event that a Pupil is banned from attending a course due to violent behaviour during a class.
* If you provide us with over 14 days’ notice before the dates you would like to cancel for a Top Sports Academy Holiday Camp provision, or in-school services (Home Clubs, Breakfast Clubs and single-session After-School Clubs), we will refund all monies paid, move booked sessions to a future date or add credit to the full value to the corresponding customer account. Please allow 3-5 working days to process refunds.
* If you would like to cancel within 14 days before the date of your Top Sports Academy Holiday Camp Booking, or in-school services session (Home Clubs, Breakfast Clubs and single-session After-School Clubs), we will be able to offer credit to the full value of the booking on the corresponding customer account, or move booked sessions to a future date, free of charge.
* If you give us less than 7 days’ notice before the date(s) you would like to cancel, no refund, credit or movement of sessions to a future date is available for Top Sports Academy Holiday Camp provisions, or in-school services (Home Clubs, Breakfast Clubs and single-session After-School Clubs)
* For block booking After School Clubs, we allow a 7-day grace period. This grace period is applied once the first upcoming session within the block booking has commenced.
	+ If you would like to cancel before the 7-day grace period (before the first upcoming session within the block booking has commenced), we will refund all monies paid, offer the option to move to another block booking after school club, or add credit for the full value to the corresponding customer account.
	+ If you would like to cancel within the 7-day grace period, we will refund the remainder of the block booking (partial refund), offer the option to move to another block booking after school club, or add credit for the remainder of the block booking (partial credit).
	+ If you would like to move to another block booking after school club within the 7-day grace period, we will allow another 7 days to try the next upcoming session for the other after school club. If you would like to cancel after moving to another block booking after school club within the additional 7 days, we will refund the remainder of the block booking (partial refund), offer the option to move to another block booking after school club, or add credit for the remainder of the block booking (partial credit). If you would like to cancel after moving to another block booking after school club after the additional 7 days, no refund, option to move to another block booking after school club, or credit is available.
	+ If you would like to cancel after the 7-day grace period, no refund, option to move to another after school club or credit is available.
* For bookings that accept childcare vouchers or government tax free childcare as a form of payment, any refunds, credit or movement of sessions are according to the notice periods outlined above.

**Parental Responsibility**

The Parent warrants and represents that:

* The information set out in the enrolment form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify Top Sports Academy of any change in such information immediately.
* The Parent will provide all relevant medical health and similar information required to conduct the Service and for the protection of the individual Pupil and other Pupils and third parties and emergency services that may come into contact with the Pupil during the execution of the Service.
* The Parent has read the Top Sports Academy Privacy Policy and has been informed as to their data and privacy rights as well as their personal data, its uses and processing of personal data by Top Sports Academy
* The Parent recognises Top Sports Academy legitimate right to use personal data in the normal course of con-ducting its business, for the execution of the service and the Sport4Kids contractual obligations.
* The Parent recognises the Top Sports Academy duty and responsibility to comply with its legal responsibilities, for OFSTED compliance and governmental regulation with regard to personal data.
* When attending the Course, neither the Pupil not the Carer will be suffering from any illness, dis-ease or anything similar thereto.
* Where the Parent is present during the course of the Service, the Parent acknowledges and agrees that the Pupil shall be deemed to be under the direction, care and control of the Carer throughout the Course and the Carer shall be responsible for the welfare and conduct of the Pupil throughout the Course and whilst the Pupil is on the Premises.
* The Parent recognises that it is the core mission and essence of Top Sports Academy to promote healthy activity, sports, fitness, good behaviour and wellbeing for children and parents and that the use of marketing, communications, education, training and social media play a key element of promoting children’s sports and for the greater good of the community and the individual.
* Where a child is a Ward of Court, the Parent has a responsibility to inform Top Sports Academy of such status and any associated information regarding the child and circumstances around such status as it pertains to the delivery of the service and data protection and privacy responsibilities of Top Sports Academy
* The Parent shall indemnify and keep indemnified Top Sports Academy against the loss (including loss of profit), liability, costs and expenses which Top Sports Academy shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.
* Top Sports Academy asks that children attending a holiday camp or in a school provision has been toilet trained. If a child is still in nappies, he/she is unsuitable for activities where a parent is not in attendance, and Top Sports Academy asks that the child is not booked in for a camp or school service. Top Sports Academy understands that accidents can happen and suggest that younger children bring a change of clothes. If a child is to soil themselves whilst attending one of our services, then the Intimate Care Policy will be followed.
* The Parent shall be responsible for any damage caused by the Pupil to any third-party property or individuals unless due to the direct act to cause any damage and the negligence of Top Sports Academy staff or sub-contractors.

**Privacy & Data Protection**
The Parent recognises that Top Sports Academy takes seriously its obligations and responsibilities and commitments under as defined by Data Protection legislation and common law rights of individuals pertaining to privacy and data protection rights. Top Sports Academy will obtain, retain and only process personal data in line with the UK Data Protection Act and the EU General Data Protection Regulation 2016 as well as respecting individual privacy and data protections rights within common law.

* Top Sports Academy will only process data that is appropriate for the purposes of delivering services to members and as required by government regulatory bodies including OFSTED for the purposes intended to support parents, children over the lifetime membership and the full range of products and services provided by Top Sports Academy including classes over the course of a Life-Time Membership of Top Sports Academy.
* Top Sports Academy will only keep data for a period required by OFSTED and government authorities and to support obligations of individuals including Top Sports Academy lifetime membership and the prevention of fraud.
* Top Sports Academy will not store credit or debit card details.
* Top Sports Academy will not share customer data with any 3rd parties other than for the purposes of executing Top Sports Academy contractual obligations to deliver the service and to comply with OFSTED and government regulation, emergency services, governing sports bodies, protection of the individual and the legitimate interests of society at large including research and analysis.
* Where there are events, tournaments, representative teams, competitive matches, training courses or classes, group travel or functions it may be necessary to share relevant communication information to the group including emails, mobile numbers and social media tags for the purposes of peer group support, safety, protection and for use during emergencies and situations where communications is needed between Children, Parents and Carers for the protection of children and for the legitimate interest of the group and the community.

**Photography**
At training sessions, events, classes, social and sports festivals, Top Sports Academy will be recording with photography and video for the purposes of training, quality and marketing purposes.  This will include group photos and action shots as well as training routines, team and squad pictures.

The parent acknowledges and confirms that you waiver any and all image rights and recognize that all image rights fully vest in Top Sports Academy.