

Terms and Conditions

1. Definitions

- 1.1 "Carer" means you or the person/persons who attend the course or any part of it with the pupil.
- 1.2 "Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract.
- 1.3 "Pupil" means the child named on the enrolment form and who attends the course.
- 1.4 "Kids Works", "we" or "us" means Kids Works Soccer School Ltd, the company or person with whom you have entered into this agreement.
- 1.5 "Coach" means the individual(s) employed by Kids Works to teach the course. Whilst consistency is sought, Kids Works retain the right to change the coaching staff where necessary.
- 1.6 "Course" means the Kids Works course as set out on the Term Time Programme.
- 1.7 "Premises" means the place where the course takes place.
- 1.8 "Enrolment Form" means the form relating to the enrolment or re-enrolment of the pupil on the course, which has been completed and signed.
- 1.9 "Fee" means the price per course as set out on the enrolment form.
- 1.10 "Terms" means the terms and conditions set out in this document.

2. Acceptance of Terms and Conditions

- 2.1 The terms shall be deemed to have been accepted by the Parent/Carer upon the payment of the Fee by, or on behalf of the Parent/Carer.

3. Fees and Payment

- 3.1 To certain of their inclusion on the Course, the Parent shall pay the Fee to Kids Works (Soccer School) Ltd PRIOR to the Pupil commencing the Course.
- 3.2 The Fee is non-refundable except, if after the first or second Class only of their (NEW customer) Course, notice is given within a week of attending, then a refund will be given. For EXISTING (re-enrolled) customers, the refund amount will be 50% of the Course Fee.
- 3.3 Cheques which are returned by a bank as unpaid will incur an administration charge of £10.
- 3.4 In the event of a serious illness/accident where a number of Classes are to be missed, a credit note may be issued. Kids Works may request a medical certificate to be produced.

4. Cancellation

- 4.1 Kids Works may cancel this contract before the start of any Term. In such event Kids Works will refund any fees for outstanding Classes.
- 4.2 In the event that Classes are cancelled due to local authorities deeming the grounds unplayable, no refund will be given. Kids Works may defer or credit one Class per Term if a succession of Classes are cancelled in that one Term. During adverse weather conditions, Parents are advised to check the web site for up to date information on possible cancellations.

5. Parent's Responsibility.

- 5.1 The Parent acknowledges that the information set out in the enrolment form (whether or not completed and/or signed by the Parent) is accurate in all material respects and that the Parent will inform Kids Works of any changes immediately.
- 5.3 The Parent shall indemnify and keep Kids Works indemnified against all loss, liability, costs and expenses which Kids Works may incur directly or indirectly as a result of any action or inaction of the Parent, the Carer or the Pupil.
- 5.4 Whilst the Parent acknowledges their child under the direction, care and control, of the Coach, with the under 5 age group, Parents/Carers should be nearby to ensure their child stays within the boundaries demarcated by Kids Works.

6. Health

- 6.1 The Parent shall inform Kids Works and the Coach of any medical condition physical or behavioural, or injuries that the Pupil may have, prior to the start of the Term. If there are any health concerns that may affect participation within the Class, it is advisable that a GP's advice is sought. If a child has an epi-pen this must be kept on the premises with a Parent who is close by at all times.

7. Discipline

- 7.1 In the event that Kids Works determines the behaviour of the Pupil and/or the Carer to be unacceptable, Kids Works shall be entitled to exclude the Pupil and the Carer (or either of them) from Course and Premises permanently or for such period as Kids Works shall (in its entire discretion) determine.
- 7.2 The standard of behaviour which is to be regarded as unacceptable at a Course or on Premises shall be determined by Kids Works but shall include damage to property, disruptive behaviour, aggression towards the coach or other pupils.

8. Exclusion of Liability

- 8.1 Except in the case of fraud Kids Works, and its coaches, 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 Course (or any part of it) or any other act or omission on the part of Kids Works or any of its coaches, even if such act or omission is negligent.
- 8.2 The Parent agrees (for and on behalf of the Parent and the Pupil) that any claim by the Parent or the Pupil against Kids Works or any coach, Employee, of Kids Works must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.
- 8.3 The Parent acknowledges, warrants and undertakes (for and on behalf of the Parent and the Pupil) that the maximum aggregate liability of Kids Works to the Parent and/or Pupil under these terms shall not exceed the Fee.

9. General

- 9.1 The failure by either party to enforce at any time any one or more of these conditions arising under these Terms shall not be a waiver of them.
- 9.2 These Terms constitute the entire agreement between the Parent and Kids Works. By making payment of the Fee and the Pupil attending the Class, a Parent is deemed to have accepted these Terms.
- 9.3 This entire agreement shall be governed by English Law and fall under the jurisdiction of the English Courts.

10. Image photography

- 10.1 Kids Works may on occasion take photographs of sessions for use in our email newsletters, brochures and general publicity material. If you would prefer your child(ren) not to be shown, please inform Kids Works in writing: Kidsworks Soccer School Ltd, 47 /Lincoln Avenue, Twickenham, Middlesex TW2 6NH.
- 10.2 Photography is not allowed without the permission in writing of Kids Works Soccer Schools Ltd.