

Terms and Conditions

Important Information.

1. Definitions

1.1

"Carer" means the person / persons who attend the course or any part of it, with the pupil,

1.2

"Coach" means the individual(s), employed by Mini Sports Stars to teach the Course. Whilst every effort will be taken to maintain the consistency of the Coaches during the Course, Mini Sports Stars unreservedly retain the right to change the coaching staff where necessary,

1.3

"Course" means the Mini Sports Stars you are attending or enrolling on,

1.4

"Enrolment Form" means the online form relating to the enrolment of the pupil on the course, by the Parent,

1.5

"Fee" means the monetary cost per course as specified on the enrolment form,

1.6

"Mini Sports Stars" means the company or person with whom you have entered into this agreement; the title "Mini Sports Stars" where used in this document refers to the Franchise running the Mini Sports Stars course you are attending or enrolling on and no other entity in the Mini Sports Stars Group,

1.7

"New Customers" refers to children of parents / carers who are attending a Mini Sports Stars class for the first time.

1.8

"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,

1.9

"Premises" means the venue where the Course takes place

1.10

"Pupil" means the child attending the course, whose details are specified by the Parent or Carer on the Enrolment Form,

1.11

"Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Mini Sports Stars and the Parent,

1.12

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2. Acceptance of Terms and Conditions.

2.1

Please read these terms carefully before you book our classes. These terms tell you who we are, how we will provide classes to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2.2

All those wishing to attend a Mini Sports Stars Course must agree to the terms and conditions set out below. 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.

2.3

These are the terms and conditions on which we provide Mini Sports Stars Courses to you. No variation or addition to the Terms shall be binding unless agreed in writing by Mini Sports Stars and the Parent.

2.4

All agreements relating to the teaching of the Course by Mini Sports Stars to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.

2.5

In the unlikely event of a customer failing to abide by these terms and conditions, a customer may be requested to discontinue with Mini Sports Stars. In this instance Mini Sports Stars will be under no obligation to provide a refund for any outstanding lessons.

2.6

The Parent and/or Carer agrees to keep the content of the Mini Sports Stars Course and the Mini Sports Stars Training Programme confidential and not to copy or use any aspect of the Mini Sports Stars Programme directly or indirectly. The Parent and/or Carer agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with Mini Sports Stars while the Pupil is a member of Mini Sports Stars and for a period of two years afterwards.

3. Information about Head Office and how to contact us.

3.1

Mini Sports Stars Franchising Ltd is a company registered in England, number 5153525. Our registered office address is c/o Tenon, Springpark House, Basing View, Basingstoke, Hampshire, RG21 4HG. For the purposes of Data Protection Mini Sports Stars is a data controller. Our ICO registration number is: Z1211801.

3.2

For specific questions about your Mini Sports Stars Course, please contact your local provider directly. To contact Mini Sports Stars Franchising Ltd please contact us by email info@littlekickers.co.uk or by post at Mini Sports Stars Franchises Limited, Blewbury Ranch, Bessels Way, Blewbury, Oxon, OX11 9NH.

3.3

If we have to contact you we will do so by text message (including WhatsApp), telephone or by writing to you at the email address or postal address you provided to us upon booking a Course.

4. Booking, Payment & Cancellation

4.1 Booking a class

4.1.1

You can make a class booking over the phone with your local provider or online at www.minisportstars.co.uk

4.1.2

You must provide us with specific personal information in order to book a class with us.

4.1.3

During the booking process, you will be asked to read and agree to our Terms and Conditions (this document), which include our Session Rules. Upon completion, you will receive a confirmation email

detailing what you have booked, information about the time/location of your Course and other information about the programme.

4.1.4

All class timetables are correct at time of publishing. If your class time/location changes, your local provider will contact you.

4.1.5

All our prices include standard rate VAT where applicable.

4.2 Payment

4.2.1

Lessons are paid for monthly in advance and must be paid in full prior to the Pupil commencing the Course. Your initial payment will comprise your first month of Course Fees as well as the Membership Fee. Subsequent monthly payments will be taken automatically on the same date as your first class (i.e. if your Course started on the 9th of the month, this would then become your future monthly billing date). Your monthly Fee will be based on your current class Fee, reduced by any credits that are on your account e.g. cancelled lesson credits.

4.2.2

You hereby authorise Mini Sports Stars to take automatic monthly payments on the basis described in 4.2.1 above ("Continuous Payment Authority") until such time as you give us 30-days written notice to cancel this authorisation. Payments will be taken from the card from which you made your last payment. If you want to change the card details, please contact your local Mini Sports Stars provider.

4.2.3

It is your responsibility to make sure that there are sufficient funds in your account and that the saved card is valid. If an automatic payment has failed, you will be notified and a manual payment to your local Mini Sports Stars provider will then be required to retain your space in the class. You will be responsible for any fees or penalties that Mini Sports Stars incurs as a result of a failed payment.

4.2.4

The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Mini Sports Stars, unless the child has attended the first class of their Course and given notice (in writing) that they will not be continuing to attend classes within 24 hours of attending the first class, in which case the course fees, excluding any Membership Fee, will be refunded in full within 30 days.

4.2.5

If classes are cancelled as a result of an "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, etc), strikes, terrorist activity, or where local authorities/public guidance advise that classes should be temporarily suspended for health or other reasons, then no refunds nor credits shall be given.

4.2.6

If your class fee changes you will be notified of your revised payment schedule by your local Mini Sports Stars provider.

4.2.7

Birthday Parties and Holiday Courses are run separately from our regular Courses. Payment for these will be taken separately from your automatic monthly payments and will not affect your regular payment due dates.

4.2.8

When paying online, we will accept:

Visa Credit,
Visa Debit,

MasterCard Credit,
MasterCard Debit,
Visa Electron,
JCB.

5. Cancellation by Mini Sports Stars

5.1

Mini Sports Stars may cancel this contract at any time before the Pupil commences the Course for any reason whatsoever. Mini Sports Stars shall not be liable for any loss or damage whatsoever arising from such cancellation.

5.2

In the unlikely event of 'last minute' lesson changes or a lesson cancellation by us, Mini Sports Stars will notify you with as much notice as possible. Mini Sports Stars will not reimburse any expenses incurred by a customer failing to pick up their message.

5.3

If a lesson is cancelled by Mini Sports Stars, we will offer you a credit for the value of the cancelled lesson to be added to your account, which will be deducted from your next automatic payment.

5.4

Should you decide to leave Mini Sports Stars before the Credit has been used we will refund the Credit to you.

5.5

If insufficient children are booked into your class, we reserve the right to cancel the class. In this instance we will offer you either an alternative class to attend or a refund will be given for any remaining sessions after the cancellation.

5.6

In the event of cancellation by Mini Sports Stars prior to the commencement of the Course by the Pupil, Mini Sports Stars will refund any fees for outstanding classes within 30 days

5.7

The Parent understands that sessions are ongoing and to be used consecutively. No credits or refunds will be issued for missed classes (see Clause 6).

6. Attendance

6.1

Your lesson payment has reserved your place just for you and if you miss a lesson for any reason we are unable to refund you. If you know you are unable to attend a lesson, please let us know giving at least 48 hours notice by emailing or telephoning your local provider.

6.2

If, having let us know you are unable to attend your normal lesson, your circumstances change and you are, in fact, able to attend the lesson, you must speak to your local provider first. Please do not just turn up to your normal lesson as; if the lesson is full, your child will not be able to play for insurance reasons.

6.3

If you are unable to attend your session you may choose to "Send-a-Friend" instead. The Mini Sports Stars send-a-friend option enables parents to send a 'substitute' child, in place of their own for any missed sessions. Subject to availability. Please contact your local provider for more details. The substitute child must be the correct age to attend the customer's class.

7. Cancellation by the Parent / Carer

7.1.

The cancellation rights generally available to consumers in accordance with their statutory rights do not apply to the classes provided by us.

7.2

For New Customers our customer guarantee is that you will love the Mini Sports Stars programme, however if for any reason you attend your first session and decide that it is not for you, we will offer you a full refund as long as you notify us in writing of your intention not to continue, within 24 hours of attending your first session. If your request is not received in writing and/or is received after 24 hours of your first session, you will not be eligible for a refund.

7.3

Existing customers who want to cancel their course can do so by notifying their local provider, in writing, and giving 1 month's (30 days) notice. Mini Sports Stars will confirm the date of the customer's final class when the notice has been received. No refund nor credit will be given for any class(es) that are unattended prior to and including the customer's final class, unless Mini Sports Stars cancels a session (see clause 5).

8. Parent's Responsibility.

8.1

The Parent warrants and represents that;

8.1.1

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 Mini Sports Stars of any change in such information immediately.

8.1.2

When attending the Course, neither the Pupil nor the Carer will be suffering from any contagious illness, disease, injury or anything similar thereto.

8.1.3

It is the customer's responsibility to inform the local provider of any condition that could affect their own* or their child's capabilities during sessions. You must agree to inform us of any changes, as soon as you become aware of them. This can be updated by contacting your local office. All information provided to us will be treated as strictly confidential.

*Little Kicks classes require Parent participation.

8.1.4

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*.

*Except during classes where the Pupil is NOT accompanied by the Parent (Mega Kickers classes) and for these classes the Parent must inform Mini Sports Stars prior to the lesson of any concerns they have.

8.1.5

The Parent shall indemnify and keep indemnified Mini Sports Stars against all loss (including loss of profit), liability, costs and expenses which Mini Sports Stars shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

8.1.6

Customers are expected to behave in a civilised and respectful manner at all times towards the Coaches, other customers and any members of the public who are on the Premises. In the event that Mini Sports Stars determines the behaviour of the Pupil and/or the Parent/Carer to be unacceptable, Mini Sports Stars shall be entitled to exclude the Pupil and the Parent/Carer (or either of them) from Course and Premises permanently or for such period as Mini Sports Stars shall (in its entire discretion) determine.

8.1.7

The standard of behaviour which is to be regarded as unacceptable at a Course or on the Premises shall be determined by Mini Sports Stars.

8.1.8

The Parent is allowed to bring siblings of the Pupil onto the Premises as long as long as they do not get involved in the lesson (unless the sibling enrolls into the appropriate age-group class). The sibling is the responsibility of the Parent/Carer at all times. If the sibling needs attention that requires the Parent/Carer to leave the Premises, the Pupil must accompany the Parent/Carer and must not be left with the Coach.

8.1.9

Customers accept that at times there will be physical contact between the teacher and their child, which will always be carried out in a professional and caring manner.

8.2. Session Rules;

8.2.1

For Health and Safety purposes please supervise your child(ren) around the pitch/venue prior to your session start time.

8.2.2

Please remember that you are the responsible adult for your child when he/she is attending a Mini Sports Stars session*. Responsible adults should stay within easy sight and reach of their child at all times.

*At some indoor venues the sessions are more successful when the parents sit outside the room with siblings/buggies etc. during the course of the session. We accommodate this in certain venues but to fulfil our insurance obligations and keep the session safe for everyone we must maintain Ofsted Ratios of 1:4 for children under 3 years and 1:8 for children aged 3 years and over. The doors to the room must be closed and noise levels outside the session kept to an acceptable level for the users of the remainder of the venue. Parents must not leave the area outside the room and must be made aware that they remain responsible adults for their child/ children at all times.

8.2.3

Please help us start and finish sessions on time by arriving promptly for your session and taking any litter home with you when you leave. Please let the coaching team know if you have to leave the session early for any reason; this is for emergency evacuation purposes.

8.2.4

Please keep siblings, buggies and associated equipment off or as far back from the playing area at all times. 'Pitch invaders' are not covered by our accident insurance if they cause or are involved in an accident (see Clause 8.1.8)

8.2.5

Please assist us to ensure that the session runs smoothly by firmly requiring your child to sit with you on the sidelines for a full 3 minute 'time-out and calm down' as may be requested by the Coach at any time during the session.

8.2.6

Parents/Carers should provide water but no food must be eaten on the pitch to avoid the hazard of choking.

8.2.7

Parents/Carers should take all litter home with them following sessions.

8.2.8

To comply with our 'Safeguarding & Child Protection Policy' and best practice, we request that parents/carers DO NOT take photographs or videos at Mini Sports Stars sessions. Whilst our coaches will do their best to enforce a total ban on the use of photographic/film or video equipment by parents/carers at classes, due to the nature of their work and the concentration required during the

delivery of sessions, we are unable to guarantee this, and your cooperation would be appreciated. From time to time Mini Sports Stars may organise class photo shoots, but only where all parental consents have been obtained.

8.2.9

Please try to keep noise and disturbance from the sidelines to a minimum to avoid distracting your child and others.

8.2.10

Please ensure your child is wearing athletic clothing and proper footwear for each session. Ensure that you have packed appropriate clothing for all weather conditions for those sessions that are running outdoors (your local provider will notify you if a session takes place outdoors).

8.2.11

Although general advice will be offered, no requests for transfers, moving up age groups or changing venues or sessions can be confirmed on the spot at classes. Absolutely no cash/cheques or enrolment forms will be accepted at the class. Please call the administration number on your enrolment information to discuss the matter with the administration team.

9. Complaint's Procedure

9.1

We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

9.1.1

Speak to the Coach, or telephone your local Mini Sports Stars provider, who will try to resolve the matter to your satisfaction.

9.1.2

If the response is not satisfactory, please send your complaint in writing to your local Mini Sports Stars provider.

9.1.3

If the response from your Mini Sports Stars provider is not satisfactory, a written complaint should be submitted for the attention of the Office Manager at Mini Sports Stars Franchising Ltd (Head Office) to the email address above (see Clause 3.2).

10. Website & Social Media Information

10.1

The material made available in this site, including materials in linked sites directly or indirectly accessible from this site, are provided 'as is', with no warranty of any kind, express or implied, including those of merchantability and fitness for a particular purpose. Any reference to linked sites or to third party companies, products or services by name does not constitute or infer its endorsement by Mini Sports Stars. Mini Sports Stars has used all reasonable endeavours to ensure that information provided through this website is accurate at the time of inclusion, however it accepts no liability for any inaccuracies, errors or omissions in the site. The information available on the site may be incomplete, out of date or inaccurate. Mini Sports Stars reserves the right at any time and without prior notice to make changes and corrections to the material on the site. Mini Sports Stars accepts no liability for any loss or damage of whatsoever nature caused by the use or the inability to use the materials available in this site or any linked site. Mini Sports Stars has taken all reasonable steps to ensure that the Intellectual Property of third parties is not infringed. If however, you genuinely believe that the material on this site infringes any Intellectual Property rights, please contact Mini Sports Stars directly. All images displayed on this website are under the ownership of the photographer concerned. Agreement to display the photographs has been reached and they are not available to be copied.

11. Exclusion of Liability

11.1

Except in the case of fraud and subject to clause 7 below, Mini Sports Stars, its coaches, servants, employees or agents 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 Mini Sports Stars or any of its coaches, employees or agents even if such act or omission is negligent.

11.2

The Parent agrees (for and on behalf of the Parent and the Pupil) that any claim by the Parent or the Pupil against Mini Sports Stars or any coach, employee or agent of Mini Sports Stars must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

11.3

The Parent acknowledges, warrants and undertakes (for and on behalf of the Parent and the Pupil) that the maximum aggregate liability of Mini Sports Stars to the Parent and/or Pupil under these terms shall not exceed the Fee.

11.4

All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of Mini Sports Stars, its coaches, servants, employees or agents or affects the statutory rights of the Parent or Pupil.

12. General.

12.1

Mini Sports Stars accepts the service of documents via email and any notices to be sent by either party to the other shall be sent in writing.

12.2

The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.

12.3

The Parent acknowledges, has read and understood the Mini Sports Stars Data Privacy Policy found here: www.minisportstars.co.uk. A copy of the Mini Sports Stars Safeguarding Policy is available from your local provider.

12.4

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

12.5

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.6

Nobody else has any rights under this contract. This contract is between you and Mini Sports Stars. No other person shall have any rights to enforce any of its terms.

12.7

If a court finds part of this contract illegal, the rest will continue in force. 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.

12.8

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the service, we can still require you to make the payment at a later date.

12.9

These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of this Agreement.

12.10

The safety and wellbeing of your child or the child in your care is of the utmost importance to Mini Sports Stars. We have a responsibility to report any inappropriate or suspicious behaviour to the relevant authorities.

12.11

Whilst we will try to ensure you always have the same teacher in a particular class, we cannot guarantee this as teachers may fall ill, leave or cancel for personal reasons. On occasion we may also need to have a new teacher join or lead your lesson in order to complete their teacher training or assessments. This will in no way affect the quality of your lesson.

12.12

Our Classes are designed with a child's physical, social, cognitive and emotional development in mind. Moving children into classes before a certain age could be challenging for them and detrimental to their progress. We have therefore applied a minimum and maximum age to each level, which is based around these considerations and must be adhered to (please see www.minisportstars.co.uk).

12.13

We reserve the right to make amendments to our Terms and Conditions at any time to reflect changes in our business or statutory obligations. The new version will be posted on our website and will take effect immediately upon posting. If applicable these changes will be communicated to all our customers by email. If you book lessons after the new Terms and Conditions have come into effect as part of your booking process you will indicate your agreement to be bound by them. Previous versions of our Terms and Conditions can be requested from info@minisportstars.co.uk

12.14

This entire agreement shall be governed by English Law and shall fall under English jurisdiction. For Republic of Ireland based courses, this entire agreement shall be governed by Republic of Ireland Law and shall fall under Republic of Ireland jurisdiction.