

## **Terms of Service**

These Terms of service apply to the supply of any children's activities whether booked by you on our website or directly with a member of staff, including camps, clubs, courses, events and other activities supplied by a member of the M & A Sports (Ltd) of companies ('Super Star Sport West London').

By signing up for an account with Super Star Sport you are acknowledging your full acceptance of these Terms and Conditions and confirming that you have not relied on any term other than those contained within these Terms and Conditions. If you do not agree to abide by the Terms and Conditions, you agree to not use these services.

By using our website, you confirm your acceptance of those parts of these Terms and Conditions which are applicable to use of our website.

The site and its components are offered for information purposes only, this site shall not be responsible for the accuracy, usefulness or availability of any information and shall not be responsible or liable for any error or omission in that information.

The site and its original content, features and functionality are owned by M & A Sports Ltd and are protected by international copyright trademark and other intellectual property right laws.

#### **Booking Terms and Conditions for Services:**

## **Accepted Payment Methods**

You can only pay by the credit/debit cards listed on the site on the date in which the service is booked. In some cases, we accept payment through PayPal, Stripe and through cheques however this is offered at the discretion of the company.

#### **Payment Processing Methods**

The processing of your payment will be directly between you and third-party provider and will be governed by such third parties' terms and conditions. It is your responsibility to read these terms and ensure that you understand and agree to be bound by them.





## **Refund Policy**

You may cancel your sessions at any time by emailing us at info@superstarsportwl.com.

If you wish to cancel your booking 14 days prior to the commencement date of the service, you will be entitled to receive a full refund minus the 3.5% transaction fees. If you wish to cancel your booking less than 14 days prior to the service date commencing, you will be issued a refund at 50% of your original booking fee. If you wish to cancel your booking after the service has commenced, due to us then not being able to replace the space on the session with another child, we do not offer a refund on any service bookings.

## **Booking Terms and Conditions for Monthly Subscriptions / Direct Debits:**

## **Payment Terms for Monthly Subscriptions**

By purchasing a **monthly subscription** you agree to an initial and **recurring monthly subscription fee** at the then current subscription month and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your **monthly subscription** at any time subject to the term of our cancelation policy.

Automatic monthly renewal terms - once you subscribe, Super Star Sport will automatically process your **monthly subscription** fee in the next billing cycle (1<sup>st</sup> of the following month). Super Star Sport will continue to automatically process your **monthly subscription** fee each month at the then current subscription rate, until you cancel your subscription. We explain how to cancel your monthly subscription below at the section 'Cancelation Policy'.

If we do not receive payment from your credit card provider or your card expires or is rejected, you agree to pay all amounts due on demand. Following any such non-payment, we may require you to provide a second valid credit card before continuing to use the services. You authorise us to charge outstanding fees and other amounts due against any credit card you have on file with us. We reserve the right to take all steps necessary to collect any amount due from you including but not limited to legal action and/or using third party collection agencies.





If your account is more than 30 days past due and is forwarded to a collection's agency, you will additionally be liable for any recovery fees charged by the agency. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 90 days from when they first appear on your credit card statement. If you do not bring it to our attention within 90 days, you agree that you waive your right to dispute such problems and discrepancies. We may modify the price, content or nature of the sessions at any time.

At our sole discretion, we may grandfather in the prices of certain members based on factors such as sign-up date and good standing. Super Star Sport will notify members receiving such grandfather rates prior to the implementation of any price change. If we modify any of the foregoing terms, you may cancel your membership and such cancellation shall be your sole remedy. We may provide notice of any such changes by email or by publishing them on our website.

#### **Cover Payments for Monthly Subscriptions**

If you subscribe part way through a month, your monthly subscription payment will begin on the 1<sup>st</sup> of the following month. The sessions in between when you start and the 1<sup>st</sup> of the following month will be added at the session rate (£6.25 a session) to your first months subscription and will be charged as a Cover Payment in addition to your monthly subscription. Once you have enrolled onto the monthly subscription, no more cover payments will be taken.

#### **Cancellation Policy for Monthly Subscriptions**

You may cancel your monthly subscription at any time by emailing us at <a href="mailto:info@superstarsportwl.com">info@superstarsportwl.com</a>. Please contact us within the first 14 days of the month to avoid being charged for the following months subscription. If you cancel your monthly subscription after the first two weeks of the month, you will still be charged for the following months subscription fee.

If you cancel your monthly subscription, the cancellation will take effect from your next monthly billing cycle. You will not be eligible for a refund for monthly subscription fees prior to the month the cancellation takes effect.



#### **Customer Account Information**

To set up an account you must at least aged 18 years old or older you must complete the registration process with the correct and most up to date information provided.

We may suspend your access to the site without cause or notice which may result in the forfeiture and destruction of all information associated with your account. Upon the termination of the account, the terms and conditions remain valid.

Once terminated, we will delete all the personal information associated with the account. If you do not log on onto your account for 18 months, we may treat your account as inactive and delete from our systems. You are responsible for keeping your account information and password confidential and will immediately notify us of any unauthorised use of your account.

## **Notification of Changes**

The company reserves the right to change these terms and conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustments to these terms. If there are any changes to our Privacy policy, we will announce these changes have been on our homepage and other key pages on our site. If there are any changes in how we use our site customers personal information, notification by email will be made to those affected by the change.

### **Booking a Class / Session**

Upon receipt of a completed booking form and full payment from you, we will confirm your booking via the email address you have provided. Before booking, please ensure your child is available to attend the class and meets the conditions for participation in the class.

#### **Admissions**

Super Star Sport provide services to all children free from discrimination regardless of gender, needs, learning difficulties, background, religion or ethnicity. Super Star Sport encourage children with additional needs to participate in its activities, should a child require 1:1 care, we will endeavour to assist by working with local agencies or the school in an attempt to obtain the appropriate additional care and funding for the child. Please note, request for additional care must be submitted at least 14 days in advance for the service commencing.





## **Class Changes**

In the event that we must cancel a class/ session for any reason, we will offer alternative provision of the class to you. If you notify us prior to the start date of the re-arranged class that you would prefer a refund, then we will refund to the person who booked the full value of the amount paid for the class. In the event of bad weather, suitable indoor activities will be organised to replace the outdoor activities, at the discretion of our staff.

### **Leaving a class**

Each child must be collected by a parent or guardian unless express written consent has been given prior to commencement of the class, confirming that the child may leave alone.

### **Child Protection**

All Super Star Sport staff members hold current child protection qualifications and an Enhanced DBS check certification. If a child complains of abuse, or a member of staff believes that the child is suffering from abuse, we will act in accordance with our child protection policy.

#### Medical information

Any relevant medical conditions of the child must be fully disclosed in writing at the time of booking and to the designated staff member before the class begins. If a medical condition is not disclosed in this way, then Super Star Sport will not be responsible where the steps taken by it (or not taken) would have been different if the medical condition had been disclosed. Failure to provide this information may result in your child not being accepted into the class.

Super Star Sport can only administer medication in an emergency and then only where a member of staff with an appropriate level of qualification is present at the emergency. If you child takes regular medication then a medical administration form must be completed and signed by the child's parent.





### **Health & Safety**

A full risk assessment will be carried out by us in respect of each class.

All Super Star Sport staff members involved in the provision of the class hold at least a current Paediatric First Aid Certificate issued by an appropriate regulated body.

By agreeing to these terms of use, you provide consent for us to administer all necessary first aid to your child as required at any time.

#### **Personal Belongings**

We do not accept responsibility for loss or damage to your child's personal belongings whilst attending a class. You are responsible for ensuring that no valuables (including devices) are brought to the class by your child.

Please ensure your child's clothing is suitable and appropriate for the activity and ensure they have a refillable bottle so that they can stay hydrated throughout the activity.

#### Disclaimer

Each of these paragraphs of these terms and conditions operate separately. If any court or relevant authority decides that any of these are unlawful or unenforceable then the remaining paragraphs will remain in full force and effect. If we fail to insist any of your obligations under these terms, or if we do not enforce our rights against you, or delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. To waive the rights against you, we will only do so in writing.



## **Contact details:**

M & A Sports LTD ("Super Star Sport West London"):

**Affinity Point,** 

8 Arundel Road,

Uxbridge,

Middlesex,

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