



Kinetic Tennis Ltd. **Terms and Conditions**



(1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

(2) Our details

The full name of the company is Kinetic Tennis Ltd. You can contact us by email at info@kinetictennis.co.uk.

(3) Booking of courses

All course bookings are subject to availability.

It is your responsibility to check that you/your player has/have been enrolled for the correct group (squad), and that you are aware of the correct timings and location of this class.

All coaching courses will not run during school holidays (excluding camps). Clients will be advised by the coach when the last session of term is, but it is your responsibility to know the duration of the coaching course.

You will be required to provide a current email address to confirm bookings.

We reserve the right to amend any terms and conditions within this document.

Booking of the course should be done prior to the start of the course. There will be a £1 admin charge per session that is not booked in advance.

Any missed payment for the block booking method will be charged at the Pay Per Play rate, plus the £1 admin fee.

(a) Juniors (18 and under)

All group (squad) bookings must be confirmed by Kinetic Tennis by email. To book onto a group (squad) we need the player's name, DOB, any medical condition, allergy, or special needs info, parent's full name, mobile number and email address. This information is needed at least 24 hours before the start time of the squad and a confirmation from Kinetic Tennis to have been received by the parent before the player can attend the squad.

You must also notify us of any change or deterioration of any such medical condition, allergy or special needs. We will keep this information confidential and handle such issues with discretion. It is our policy to include any such individuals within the scheduled squads wherever possible, but we reserve the right to refuse the booking if we are regrettably unable to accommodate the needs of the individual on our squads.

Permission for children to go home alone must be given in writing. If written permission is not received and contact cannot be made with parent/guardian, we will keep the child until they are picked up or contact is made.

We make every effort to ensure that the details on the website or in flyers are correct but we reserve the right to amend any errors at any time and will inform you of any changes.

When making a booking, it is your responsibility to ensure that any course participant is the correct age for that course. We reserve the right to refuse entry to a course if any participant is found not to be of the correct age, or is unable to complete a course due to being in the incorrect age group. In these circumstances there will be no refund.

Payment for the squads needs to be made in advance for the relevant half term block otherwise the cost will be at the pay per play rate plus the £1 admin fee per session.

(b) Adult groups

All group (squad) bookings must be confirmed by Kinetic Tennis by email. To book onto a group (squad) we need the player's name, DOB, any medical condition, allergy, or special needs info, mobile number and email address. This information is needed at least 24 hours before the start time of the squad and a confirmation from Kinetic Tennis to have been received by the parent before the player can attend the squad.

You must also notify us of any change or deterioration of any such medical condition, allergy or special needs. We will keep this information confidential and handle such issues with discretion. It is our policy to include any such individuals within the scheduled squads wherever possible, but we reserve the right to refuse the booking if we are regrettably unable to accommodate the needs of the individual on our squads.

We make every effort to ensure that the details on the website or in flyers are correct but we reserve the right to amend any errors at any time and will inform you of any changes.

Payment for the squads needs to be made in advance for the relevant half term block using the online booking system otherwise the cost will be at the pay per play rate plus the £1 admin fee per session.

(c) Individual lessons

These can be arranged at any time subject to availability, but to best guarantee a booking it should be made at least 24 hours in advance.

Lessons can take place at one of our other venues, public courts or home courts. For public or home courts there might be an additional travel charge which will be agreed at time of booking.

If a lesson needs to be cancelled, please try to give as much notice as possible. If more than 24 hours are given, then there is no cancellation charge. If less than 24 hours' notice is given, the full cost of the lesson will be payable.

(4) Payment for courses

Payment for junior squads needs to be made in advance of the squad starting and by the invoice payment date, we generally invoice in half term blocks (5/6/7 weeks).

Payments are to be made via our online booking system.

(5) Cancellation of courses

(a) All cancellations must be made in writing, by email or text and be received a minimum of seven days before the course begins. Verbal cancellations will not be accepted. On cancellation of a course booking up to seven days or more prior to the first session, a refund will be given less £15 administration fee. No refunds will be available after that date. We are unable to accept replacements in lieu of your booking. We can give credits;

(b) We reserve the right to cancel courses one week in advance of the start date in the unlikely event of insufficient numbers. A full refund will then be given.

(c) Changing from one course is free of charge if there is availability in the target group and moving will not reduce numbers too much from the source group.

(6) Bad Weather Policy

Please bring protection from showers/sun as our general policy is that courses will go ahead unless there is persistent heavy rain, high winds or snow which makes the courts unplayable. Any injury incurred while taking part in activities on damp or wet courts is your responsibility.

In the rare event that a session is lost to rain during a course, we will offer a credit system. The credits will be available when you come to book the next session through the website. We do not offer a direct refund in this case.

(7) Adult and Junior Tennis Course Bookings

Places on courses are subject to availability and can only be reserved by Head Coach, Jamie Walters.

We reserve the right to make changes, including price, content, description, terms, reasonable location, etc. at any time without notice.

A decision regarding weather conditions is made approx 15-30 minutes before the start time.

(8) Lateness in Picking Up.

We have the right to remove any children whose parents are late picking more than once on a course. In these circumstances no refund will be issued.

(9) Damages, Loss and Injury

Damage caused whilst on Kinetic Tennis courses is chargeable to the offender(s). To the extent permitted by law, TopShotTennis will not accept responsibility for any death or injuries incurred during play at any of the coaching sites in any weather/ground conditions. Kinetic Tennis accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left at any of the coaching sites by any person or organisation.

(10) Restricted access to the website

Access to certain areas of our website is restricted at certain periods. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with a user ID and password to enable you to access restricted areas of our website or other sites, this must remain confidential.

(11) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website;
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

(12) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent. You must not use our website to transmit or send unsolicited commercial communications. You must not use our website for any purposes related to marketing without our express written consent.

(13) Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(14) Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

(15) Entire agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(16) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

(17) Refunds

All cancellations must be made in writing, by letter or email, and be received a minimum of seven days before the course begins. Verbal cancellations will not be accepted. Cancellation of a course booking up to 7 days or more prior to the first session will incur a £15 administration fee. No refunds available after that date. We are unable to accept replacements in lieu of your booking. We do give credits in exceptional circumstances.

(18) Availability & Cancellation

Places on courses are subject to availability. We reserve the right to cancel courses one week in advance of the start date in the unlikely event of insufficient numbers. A full refund will then be given.

(19) Clothing

Players must wear comfortable sports clothing and flat soled, non marking trainers. We advise people to wear correct tennis shoes as they offer better support and comfort whilst playing.

(20) Child Protection

Kinetic Tennis coaches have a duty to respond if they suspect a child in their care may be suffering from abuse, or if a child makes a disclosure about abuse. In this event we will contact the club's Welfare Officer, LTA Safeguarding team, or Local Safeguarding Children's Board and act on their advice.

(21) First Aid

In the event of an accident or medical issue, first aid will be administered to children in our care, and the emergency services will be called if necessary, unless advised otherwise. If your child has specific medical needs that may impact on their wellbeing or enjoyment of the squad, lesson or camp, e.g. the use of an Epipen, it is essential that the management of Kinetic Tennis are aware prior to the commencement of the course.

We suggest that all parents of children carrying Epipens arrange for a qualified medical practitioner to demonstrate use of the Epipen to our Head Coach on their first day of course. If this is not possible then we will accept a demonstration given by a parent/guardian instead.

We will notify parents of any medical issues experienced by a student as soon as possible.

If medical issues impact on a student's ability to participate safely in the lesson, squad or camp, we reserve the right to request clarification from a qualified medical practitioner (usually a GP) regarding suitability of student to continue tennis and agreement from parent or guardian to accept responsibility for the medical issues. Until such clarification is received, we reserve the right to withdraw that student from the lesson, squad or camp for their own safety, no refund will be given for absence due to exclusion for medical reasons.

(22) Photography and videography

Kinetic Tennis may take photographs and video footage at squads, lessons or camps to use for training, marketing and promotional purposes. To exclude your child we must be informed in writing at the time of booking.

(23) Equal Opportunities

Kinetic Tennis is an equal opportunities employer and also welcomes all children regardless of their gender, ability, race or religion. Each child attending Kinetic Tennis coaching is of equal value and is entitled to equal access to opportunity. We operate a zero tolerance policy to discrimination or bullying of any kind.

(24) Child Exclusion

On rare occasions children can prove incompatible with the general well-being of the Kinetic Tennis coaching environment e.g. bullying, disruptive or aggressive behaviour. We reserve the right to exclude such children. This applies to parents and guardians as well, we expect to operate in an environment of fair play, respect and no disruption. No refund will be made for any remaining days booked, and any costs associated with the exclusion, including transport home, will be the parent's responsibility.

(25) Acceptance of Terms and Conditions

All adults and parents and guardians of juniors are made aware of these Terms and Conditions. Participation implies acceptance to the Terms and Conditions as set out above.

(26) Safeguarding

At Kinetic Tennis we put the care of all children and adults at the focus of our attention. If you have any concerns please contact the club's welfare officer.