

## TERMS AND CONDITIONS OF REGISTRATION

<b>Coach</b>	means the person selected by us to teach the Class;
<b>Parent</b>	means the Pupil's parent or legal guardian, who has signed the Registration Form, also referred to as "you" or "your";
<b>Pupil</b>	means the child whose name and details are set out on the Registration Form;
<b>Registration Form</b>	means the form completed and signed by you on behalf of the Pupil, registering the Pupil for the Courses;
<b>Small Beginnings</b>	means Small Beginnings, also referred to as "us", "we" or "our";
<b>Courses</b>	means the courses offered by us as set out on the Website;
<b>Class</b>	means each class given in relation to the Courses;
<b>Website</b>	means our website at <a href="http://www.smallbeginningsuk.com">www.smallbeginningsuk.com</a> ;

Below are the terms and conditions on which we provide the Courses.

### 1. Registration Form

- 1.1 Before we accept a Pupil to join a Course we require that you complete a Registration Form. By signing the Registration Form you confirm that the information you have provided regarding the Pupil is accurate. We will normally provide the Courses only after the Registration Form has been completed and signed by you.
- 1.2 On the basis of the information provided by you in the Registration Form, we may decide that the Pupil cannot be accepted for a Course. For example certain forms of training or exercise may not be suitable for the Pupil or may not be medically safe for the Pupil to undertake. In such cases we will require that the Pupil should consult with a medical doctor (such as your GP) and we will require a report or letter from a medical doctor to indicate that the Pupil can undertake such exercise and training.
- 1.3 If the Pupil develops any medical condition or injury after you have completed the Registration Form that was not included, you must let us know as soon as possible and inform the Coach at the start of the next Class following diagnosis. If the Coach considers that it is not medically safe for the Pupil to participate in the Class, he may exclude the Pupil from that Class. Before the Pupil can take part in further Classes we will require a satisfactory report or letter from a medical doctor.

### 2. Supervision

- 2.1 By signing the Registration Form you confirm that you are the parent or legal guardian of the Pupil.
- 2.2 You agree that you or a person chosen by you and notified to us on the Registration Form ("Nominated Person") will be present at each Class with the Pupil and that the Pupil will be under their supervision, care and control.

### 3. Performance of the Services

- 3.1 Each Course consists of a number of Classes referred to in the Website.
- 3.2 A Course consists of 12 Classes.

### 4. Our Coaches

- 4.1 Satisfactory Advanced Criminal Records Bureau checks have been carried out for all our Coaches and are available for inspection.
- 4.2 All our Coaches are suitably qualified for the Course taught by them. Such qualifications are available upon request.
- 4.3 All our Coaches are qualified in first aid.
- 5. Facilities**
- 5.1 The Classes will be carried out at various locations selected by us and as indicated on the Website from time to time.
- 5.2 Some Classes may be held outdoors in public places and during such Classes you or the Nominated Person are responsible for ensuring that the Pupil stays within the boundaries clearly defined by us.
- 6. Length of a Class**
- 6.1 The length of each Class is as indicated on the Website.
- 7. Stopping a Class**
- At any time during a Class if in the opinion of the Coach, he or she considers that the Pupil:
- 7.1 appears to be unwell or becoming unwell; and/or
- 7.2 not following his or her reasonable instructions (such as not following instructions intended to protect, their or another person's safety); and/or
- 7.3 you, the Nominated Person or the Pupil are behaving or acting unreasonably or are offensive then the Coach will be able to exclude the Pupil from that Class.
- 8. Costs of Classes and payment**
- 8.1 Our fees for each Course are set out on the Website.
- 8.2 We accept payment in cash or by cheque made payable to Small Beginnings. We are not registered for VAT.
- 8.3 Payment for each Course must be made before the beginning of the first Class of the Course.
- 9. If you are late for a Class or you cancel**
- If:-
- 9.1 you cancel a Class due to illness or injury of the Pupil or for any other reason; or
- 9.2 the Pupil is late arriving to a Class that Pupil may not be able to take part in that Class. No refund will be made in respect of that Class.
- 9.3 If you cancel a Class or Classes due to the Pupil becoming medically unfit to take part in the Class, we will provide a refund in respect of those cancelled Classes on production of a report or letter from a medical doctor.
- 10. If we cancel or change the venue**
- 10.1 On occasion we may have to cancel a scheduled Class. This may occur for a number of reasons, for example the Coach being unwell, or the weather conditions making it unsafe or unsuitable for that Class to go ahead. If we have to cancel then we will offer you another Class without further charge to you or offer you a refund of our fee for that Class.
- 10.2 We reserve the right to change the venue or coach for any Class and such change will be displayed on our Website as soon as we are reasonably able to do so and it is for you to check our Website prior to a Class.
- 11. Indemnity**
- 11.1 You will indemnify us and keep us indemnified against all loss, liability, costs and expenses which we incur directly as a result of any actions of you, the Nominated Person or the Pupil.
- 12. Limitation on my liability to you**
- 12.1 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the fees paid for the Course.

12.2 Neither you or we shall be liable to each other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

**13. Privacy and Data Protection**

13.1 We shall only use the information provided by you in the Registration Form to assess the Pupil's suitability for the Class and for administrative purposes.

13.2 We will share the information on the Registration Form with the Coach responsible for teaching the Class for which the Pupil has registered and with no other person.

13.3 By signing the Registration Form you consent to our processing the Pupil's sensitive data such as health and medical conditions for the purpose of assessing the Pupil's suitability for the Class. You also consent to the disclosure of the information contained in the Registration Form, including any sensitive data, to the Coach responsible for teaching the Class.

13.4 We may keep the Pupil's information which we hold for a reasonable period in accordance with legal requirements when the Pupil ceases to attend the Courses.

**14. Change of Terms**

13.1 We reserve the right to change these terms from time to time and any such changes shall be notified by our Website and shall be deemed upon such notification to be incorporated in these terms.

**15. Contacting each other**

15.1 If you wish to send us any notice or letter then you should send it to Small Beginnings, Damsons, Lower Road, Forest Row RH18 5HE

If we wish to send you a letter or notice we will use the address you have given in the Registration Form.

**16. Contracts (Rights of Third Parties) Act 1999**

16.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**17. Disputes**

17.1 If you are unhappy with the services we provide we hope you will discuss any problems or issues with us first.

17.2 If you wish, you may, at any time, take court proceedings. If so, you must do so within the courts of England and Wales.

17.3 This contract is governed and construed by the law of England and Wales.