

Teddy Tennis Ltd Terms and Conditions

1. Definitions

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

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

1.3 "Course" means the Teddy Tennis you are attending or enrolling on,

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

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

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

1.7 "New Customers" refers to children of parents / carers who are attending a Teddy Tennis 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 "Facility" means the venue where the Course takes place

1.10 "Cub Cadet" 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 Teddy Tennis 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 Teddy Tennis 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 Teddy Tennis Courses to you. No variation or addition to the Terms shall be binding unless agreed in writing by Teddy Tennis and the Parent.

2.4 All agreements relating to the teaching of the Course by Teddy Tennis to the Cub Cadet 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 Teddy Tennis. In this instance Teddy Tennis 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 Teddy Tennis Course and the Teddy Tennis Training Programme confidential and not to copy or use any aspect of the Teddy Tennis 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 Teddy Tennis while the Cub Cadet is a member of Teddy Tennis and for a period of two years afterwards.

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

3.1 Teddy Tennis Ltd is a company registered in England, number 5153525. Our registered office address is: c/o 4 Greenacres Ring, Angmering, Littlehampton, West Sussex, England, BN16 4BU. For the purposes of Data Protection Teddy Tennis is a data controller. Our ICO registration number is: CSN5746056.

3.2 For specific questions about your Teddy Tennis Course, please contact your local provider directly. To contact Teddy Tennis Ltd please contact us by email info@teddytennis.com or by post at Teddy Tennis Ltd, Elmdene, Milton Road, Shipton under Wychwood, Oxon, OX7 6BD

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.teddytennis.com

4.1.2 You must provide us with specific personal information in order to book a class with us. Full details of the information we collect can be found in our Data Privacy Policy here <https://www.teddytennis.com/privacy>

4.1.3 During the booking process, you will be asked to read and agree to our Terms and Conditions (this document). 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.

4.2 Payment

4.2.1 Lessons are paid for monthly in advance and must be paid in full prior to the Cub Cadet 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 Teddy Tennis 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 Teddy Tennis 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 Teddy Tennis provider will then be required to retain your space in the class. You will be responsible for any fees or penalties that Teddy Tennis 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 Teddy Tennis, 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 advice that classes should be temporarily suspended for health or other reasons, then neither 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 Teddy Tennis 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

5. Cancellation by Teddy Tennis

5.1 Teddy Tennis may cancel this contract at any time before the Cub Cadet commences the Course for any reason whatsoever. Teddy Tennis 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, Teddy Tennis will notify you with as much notice as possible. Teddy Tennis will not reimburse any expenses incurred by a customer failing to pick up their message.

5.3 If a lesson is cancelled by Teddy Tennis, 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 Teddy Tennis 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 Teddy Tennis prior to the commencement of the Course by the Cub Cadet, Teddy Tennis 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.

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 Teddy Tennis 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. Teddy Tennis will confirm the date of the customer's final class when the notice has been received. Neither refund nor credit will be given for any class(es) that are unattended prior to and including the customer's final class, unless Teddy Tennis 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 Teddy Tennis of any change in such information immediately.

8.1.2 When attending the Course, neither the Cub Cadet 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 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.

8.1.4 The Parent acknowledges and agrees that the Cub Cadet 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 Cub Cadet throughout the Course.

8.1.5 The Parent shall indemnify and keep indemnified Teddy Tennis against all loss (including loss of profit), liability, costs and expenses which Teddy Tennis shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Cub Cadet.

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 Teddy Tennis determines the behaviour of the Cub Cadet and/or the Parent/Carer to be unacceptable, Teddy Tennis shall be entitled to exclude the Cub Cadet and the Parent/Carer (or either of them) from Course and Premises permanently or for such period as Teddy Tennis 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 Teddy Tennis.

8.1.8 The Parent is allowed to bring siblings of the Cub Cadet 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 Cub Cadet 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 facility 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 Teddy Tennis lesson. Responsible adults should stay within easy sight and reach of their child 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 at the facility 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 Teddy Tennis 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 Teddy Tennis may organise class photo shoots, but only where all parental consents have been obtained.

8.2.9 Please try to keep noise and disturbance to a minimum to avoid distracting your child and others.

8.2.10 Please ensure your child is wearing sports clothing and proper footwear for each lesson. Ensure that you have packed appropriate clothing for all weather conditions.

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 booking office 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 Teddy Tennis 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 Teddy Tennis provider.

9.1.3 If the response from your Teddy Tennis provider is not satisfactory, a written complaint should be submitted to Teddy Tennis 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 Teddy Tennis. Teddy Tennis 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. Teddy Tennis reserves the right at any time and without prior notice to make changes and corrections to the material on the site. Teddy Tennis 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. Teddy Tennis 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 Teddy Tennis 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, Teddy Tennis, 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 Cub Cadet or any other party arising directly or indirectly or in any way connected with the attendance of the Cub Cadet at the Course (or any part of it) or any other act or omission on the part of Teddy Tennis 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 Cub Cadet) that any claim by the Parent or the Cub Cadet against Teddy Tennis or any coach, employee or agent of Teddy Tennis 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 Cub Cadet) that the maximum aggregate liability of Teddy Tennis to the Parent and/or Cub Cadet 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 Teddy Tennis, its coaches, servants, employees or agents or affects the statutory rights of the Parent or Cub Cadet.

12. General.

12.1 Teddy Tennis 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 Teddy Tennis Data Privacy Policy found here: <https://www.teddytennis.com/privacy>.

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 Teddy Tennis. 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 Teddy Tennis. 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 <https://teddytennis.com/play-options/teddy-tennis-lessons/>).

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.

12.14 This entire agreement shall be governed by English Law and shall fall under English jurisdiction.