

Terms and conditions applicable to your Super Saturday's booking with Bournemouth University Higher Education Corporation's SportBU. SportBU is referred to using "we", "us" and "our" below.

## **1. Parent/Guardian Authority**

An online Super Saturday's booking form is required to be completed and authorised by the parent or guardian of each child wishing to attend.

## **2. Changes to Personal Information**

You agree to keep us updated with any changes to the personal information you provide us (including medical information).

## **3. Antisocial Behaviour**

**3.1.** We do not condone any form of antisocial, disruptive or dangerous behaviour including, but not limited to, bullying, swearing and physical violence to any other child, our staff and/or student volunteer.

**3.2.** If any child is considered to have behaved in an unacceptable way, we reserve the right to refuse their further participation in activities.

**3.3.** In the event of unacceptable behaviour, the named emergency contact will be informed and expected to collect the child immediately.

**3.4.** In this circumstance, and noting that Bournemouth University commits costs in advance in relation to the Super Saturday's activities, the entire booking fee in relation to that child will be forfeited.

## **4. Changes**

It may be necessary for reasons beyond our control to change the content, timing, delivering staff/students, date or the venue of the Super Saturday's activities. We endeavour to make any changes with as much notice as possible.

## **5. Cancellations/Refunds**

**5.1.** All cancellations must be received in writing.

**5.2.** If you have already paid for a whole term of Super Saturday's activities this will be refunded minus the sessions that have been attended.

**5.3.** In the unlikely event of a cancellation of an activity, we will make a full refund of the Super Saturday's fee relating to that activity but disclaim any further liability. We shall not be liable to make a refund, nor have any other liability, where an event is cancelled or cannot take place due to circumstances beyond our reasonable control.

## 6. Service Standards and other Limits on our Liability

**6.1.** We will use reasonable skill and care in the provision of our Super Saturday's activity programme. We do not provide any warranty, guarantee or assurance, either expressed or implied, that the Super Saturday's activities will achieve any result or outcome.

**6.2.** Our Super Saturday's Parent pass will be free to attend upon receiving payment for a Super Saturday's activity however we cannot give any assurances that there will be availability in our group exercise classes or gym on each Saturday morning. No refund will be given for the Super Saturday's activity should exercise classes be fully booked or unavailable on any given Saturday. The same applies should the gym be unavailable for any reason.

**6.3.** All of our sessions will be delivered by qualified coaches who have been DBS checked.

**6.4.** We will not be liable for injury caused by a child not wearing suitable clothing for their chosen Super Saturday's activity.

**6.5.** Some of our sessions may involve minimal physical contact between coaches and those participating.

**6.6.** Nothing in this contract will be taken to limit or exclude our liability for:

6.6.1. death or personal injury caused by our negligence or the negligence of our employees acting in the course of their employment; and/or

6.6.2. any other liability which by law we cannot exclude.

**6.7.** Without prejudice to clause 6.6, we will not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by us, our servants or our agents in a sum which is greater than the fees actually received by us under the booking.

## 7. Entire Agreement

These terms and conditions and those set out in our Super Saturday's booking form are the full extent of our obligations and liabilities in respect of the supply of the Super Saturday's services to you. All conditions, warranties or other terms concerning the Super Saturdays which might otherwise be implied into this contract are hereby expressly excluded to the fullest extent permitted by law.

## 8. Third Party Rights

For the avoidance of doubt, nothing in the contract shall confer on any third party any benefit or the right to enforce any provisions of this contract.

## 9. Your Personal Information

Any personal information which you provide to us by filling in the Super Saturday's booking form, including that relating to children, will be processed in accordance with the Data Protection Act 1998. We will use this information for the organisation and management of the Super Saturday's programme and in accordance with Bournemouth University's Data Protection Policy and SportBU Privacy Notice which are accessible here:

**Bournemouth University's Data Protection Policy:**

<https://www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy>

**SportBU's Privacy Notice:**

<https://www.bournemouth.ac.uk/why-bu/sportbu/about-sportbu/terms-conditions-privacy-statements>