

MUSKETEERS EDUCATION TERMS AND CONDITIONS

CONTACT DETAILS:

Musketeers Education c/of Little Musketeers
15 Madeira Avenue, Leigh On Sea, Essex, SS9 3EA
E-mail: enquiries@musketeerseducation.com
Tel: 0333 577 7572

DEFINITIONS

“Musketeers Education” means the entity, business or person with whom you have entered into this agreement.

“Activity” means any camp, course, event, club, party, or activity run by Musketeers Education which you are booking on to.

“Booking Form” means the form relating to the enrolment or re-enrolment of the pupil on an activity

“Fee” means the monetary cost per activity as specified on the booking form.

“Coach” means the individual(s) used by Musketeers Education to teach the Activity. Whilst we make every effort to ensure consistency of Coaches during an Activity, Musketeers Education reserve the right to change the coach/instructor where necessary.

“School” and “Venue” means the premises where the Activity takes place.

“Participant” means the child attending the activity, whose details are specified by the Parent or Guardian during registration.

“Terms” means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Musketeers Education and the parent.

BOOKINGS

All bookings are subject to these terms and conditions. Bookings may only be made by customers aged 18 or over.

Musketeers Education provide an online booking system. Once the form has been completed and submitted, and payment validated by Musketeers Education, the customer will be sent a confirmation e-mail to the email address provided.

A participant's place on a Musketeers Education activity is confirmed by an email acknowledgement once payment has been received.

The Parent or Guardian must register their child(ren) and pay the whole Fee to Musketeers Education before the child starts an activity.

The Terms shall be deemed to have been accepted by the Parent/Guardian upon payment of the Fee by or on behalf of the Parent/Guardian. Payment by a Carer shall be deemed to have been made on behalf of the Parent/Guardian.

The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Musketeers Education, unless the pupil has attended the first class of their course and given notice that they will not be continuing to attend classes within 24 hours of attending the first class, in which case the course fees will be refunded in full within 30 days.

The Parent/Guardian understands that when booking onto an Activity, sessions are to be used consecutively or as specified.

CANCELLATION

Musketeers Education may cancel this contract at any time before the Pupil commences the Activity for any reason whatsoever. Musketeers Education shall not be liable for any loss or damage whatsoever arising from such cancellation.

In the event of cancellation by Musketeers Education prior to the start date of an activity by the Pupil, Musketeers Education will refund any fees for outstanding classes within 30 days.

If classes are cancelled as a result of an "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, lightning strikes, terrorist activity etc.) OR where local authority/public guidance advice around public health measures (e.g. pandemics/epidemics) is such that venues are required to close (e.g. lockdowns) and that classes should be temporarily suspended, then no refunds will be given and it will not be permitted to defer classes during the affected period.

COMPLAINTS

In the unlikely event that you or the Pupil are dissatisfied with the service we provide then please in the first instance raise it with the coach at the activity. He/she will deal with the problem in accordance with our policies and procedures.

If the problem is not resolved to your satisfaction then please write to enquiries@musketeerseducation.com within 7 days of pupil's attendance on the activity

We take your views and complaints very seriously and will endeavour to resolve your complaint as quickly as possible. Refunds will only be issued if Musketeers Education is proven to be in breach of its Terms & Conditions.

CHILD PROTECTION

All Musketeers Education coaches hold, as a minimum, current Safeguarding and Child Protection and DBS check certification. If a pupil makes an abuse related disclosure, or a member of staff believes that the pupil is suffering from abuse, we will act in accordance with our child protection policy, a copy of which is available on request.

DISCIPLINE

Musketeers Education reserve the right to exclude the Pupil from any Activity temporarily or permanently if the behaviour of a Pupil is determined by Musketeers Education to be unacceptable.

The standard of behaviour which is to be regarded as unacceptable shall be determined by Musketeers Education alone.

FILM/PHOTOGRAPHY

Little Musketeers may from time to time take photographs/film of a Musketeers Education activity. The use of these is solely for promoting and publicising Little Musketeers activities through relevant literature, website, press and TV. Prior, written consent will be properly sought from the Parent/Guardian before any materials are used for any of the purposes outlined above.

DATA PROTECTION

Musketeers Education will hold all personal data in accordance with its Privacy Policy.

PERSONAL PROPERTY

Except in the case of fraud, Musketeers Education, its coaches, 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 Pupil or any other party arising directly

or indirectly or in any way connected with the attendance of the Pupil at the Course (or any part of it) or any other act or omission on the part of Musketeers Education or any of its coaches, employees or agents even if such act or omission is negligent.

No electronic tablets, mobile phones or recording devices are permitted to be used by participants during attendance of the event. Please ask your child to pass any such items to a member of staff for safe keeping.

MEDICAL INFORMATION

Any medical conditions which a pupil may have must be fully disclosed:

1. At the time of booking/registering for the Activity OR
2. To the coach prior to the activity taking place.

LEAVING AN ACTIVITY

All pupils must be collected by a parent/carer. Any pupil who is allowed to walk home unaccompanied from an activity will only be allowed to leave by themselves if written consent has been provided by the school or parent/carer concerned prior to the activity taking place. Should a letter be received from the pupil then further steps shall be taken to confirm parental consent.

HEALTH & SAFETY

A full risk assessment will be carried out before any activity takes place at a new venue. Little Musketeers have a current Health & Safety policy to which all staff adhere.

By agreeing to these terms and conditions, you are providing consent for Musketeers Education instructors to administer all necessary first aid to pupils as required at any time.

Any participant wearing earrings will need to have these removed prior to attendance or for newly pierced ears they must be covered with appropriate tape or be fitted with a plastic retainer from a reputable jeweller.

It is the parent/guardian's responsibility to ensure appropriate clothing is worn and/or available for their child for the activity being undertaken and weather conditions.

EXCLUSION OF LIABILITY

The Parent/Guardian agrees (for and on behalf of the Parent and the Pupil) that any claim by the Parent or the Pupil against Musketeers Education or any instructor, employee or agent of Musketeers Education must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

The Parent/Guardian acknowledges, warrants and undertakes (for and on behalf of the Parent and the Pupil) that the maximum aggregate liability of Musketeers Education to the Parent and/or Pupil under these terms shall not exceed the Fee.

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 Musketeers Education, its instructors, servants, employees or agents or affects the statutory rights of the Parent or Pupil.

GENERAL

The information on this website is updated regularly, however we hereby exclude any liability for the quality of content and its accuracy and completeness

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.

This entire agreement shall be governed by English Law and shall fall under English jurisdiction. For Republic of Ireland based courses, this entire agreement shall be governed by Republic of Ireland Law and shall fall under Republic of Ireland jurisdiction.

Copies of Musketeers Education policies and procedures are available upon request from

enquiries@musketeerseducation.com