

Terms and Conditions



Definitions

1. "Big Hitter's" is the company who offer the classes and who you will enter into a contract with if you complete an online enrolment form
2. "Carer" means the person who attends the class with the Participant and is responsible for their welfare
3. "Classes" form part of the structured programme offered by Big Hitters which Participants attend
4. "Coach" means the individual(s) engaged by Big Hitters to teach each class. Whilst every effort will be taken to maintain the consistency of the Coaches, Big Hitters retains the right to change Coaches where necessary
5. "Fees" means the amount payable to attend Classes for a specified period of time, as specified on the Booking Form
6. "Location" refers to where the classes take place
7. "Parent" means a parent or legal guardian of the Participant who will be responsible for the payment of the Fees and who is the contracting party to this contract and who shall (if the Carer is not the Parent) be responsible for compliance with these Terms & Conditions
8. "Participant" means the child who is attending or who booked to attend
9. "Programme" describes the classes that are offered by Big Hitters which participants attend
10. "Terms & Conditions" means the terms and conditions set out in this document

Acceptance

11. All agreements and issues relating to enrolment and classes offered by Big Hitters are subject to the Terms & Conditions to the exclusion of all others
12. No variation or addition to the Terms & Conditions shall be binding unless agreed in writing by Big Hitters
13. These Terms & Conditions shall be deemed to be accepted by the Parent or Carer once the box is ticked on the online enrolment form and confirmation of payment of fees has been received
14. Big Hitters may cancel this contract at any time before the Participant commences a programme, for any reason whatsoever. Big Hitters are not responsible for any loss whatsoever arising from such cancellation but will refund Fees paid for the remaining Classes

Confidentiality

15. By agreeing to these Terms & Conditions the Parent and/or Carer agrees not to share any aspects of Big Hitters programme with a third party who may be involved in a business that operates in the same market as Big Hitters. The Parent and/or Carer will not be involved directly or indirectly with such a company
16. The Parent and/or Carer will not take, replicate or use any Big Hitters information directly or indirectly for his/her own use or for use by any third party

Parent/Carer Obligation

17. The Parent warrants that the information provided on the Booking Form is accurate and up to date in all respects at the point of booking.
18. It is the Parent and/or Carer's responsibility to inform Big Hitters of any special medical conditions at the point of booking. This includes behavioural concerns.
19. During all Classes the Parent and/or Carer agrees and accepts the sole responsibility for the health and safety, general conduct and care for the Participant during the Class and whilst at the location
20. The Parent and/or Carer agree not to leave the Participant for any amount of time before, during or after a Class.
21. Big Hitters has the sole right to exclude the Participant and/or Parent and/or Carer either permanently or for such period as Big Hitters deems appropriate, deemed necessary for the safety and well-being of other participants or parents or carers.

Liability



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22. The maximum aggregate liability for Big Hitters to the Participant, Parent and/or Carer will not exceed the Fees.
23. Neither Big Hitters nor any Coach, coaches assistant nor any employee, agent or other representative accepts responsibility in respect of loss, damage or expense incurred by a Participant, Parent and/or Carer arising directly or indirectly or in any way connected with the attendance of the Participant, Parent and/or Carer at Classes (or any Class) or any other act or omission on the part of Big Hitters, its Coaches, coaches assistants, employees, agents and/or representatives.

Fees and Payment

24. The Parent shall pay the Fees for the Term to Big Hitters prior to the Participant commencing a class.
25. The Fees are not refundable in any circumstances whatsoever other than with the written consent of Big Hitters.

General

26. These terms and conditions constitute the entire agreement between the parties hereto and supersede prior agreements and understandings between the parties.