



The Tiny Squad Terms and conditions

1. Definitions

"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.

"Carer" means the person(s) who attend the course or any part of it, with the participant/child.

"Participant" means the child attending the course, whose details are specified by the parent/carer during registration.

"New Customer" refers to children of parents/carers who are attending The Tiny Squad sessions for the first time.

"Fee" means the monetary cost per block.

"Session Lead" means the individual(s), employed by The Tiny Squad to deliver the sessions.

"Block" means the block of sessions the child is attending or enrolling on.

"The Tiny Squad" means the company or person with whom you have entered into this agreement.

"Premises" means the venue where the session takes place.

"Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by The Tiny Squad and the parent/carer.

2. Acceptance of Terms and Conditions (T&C's)

a)

Before you book any of our sessions, it is important that you review these T&C's carefully. They will tell you about The Tiny Squad, how we will deliver our sessions to participants, how you as the booking party and us as the provider of the sessions may amend or end the contract, what to do if there is an issue with any part of our service, as well as other important information. If you have any questions about these terms please contact us via email: info@thetinysquad.com

b)

In order to attend any of The Tiny Squad sessions, you must accept the T&C's. Terms will have been accepted by the parent upon payment of the fee by or on behalf of the parent (such as by a carer).

c)

Under these T&C's we provide The Tiny Squad sessions to you. No variation or addition to the terms shall be binding unless agreed in writing by the parent and The Tiny Squad.

d)

All agreements relating to the delivery of the sessions by The Tiny Squad to the participant are subject to these terms to the exclusion of all other T&C's.



e)

If a customer does not follow these T&C's, the customer may be requested to discontinue sessions with The Tiny Squad. In this instance there will be no obligation to provide a refund for any remaining sessions.

f)

The parent (or carer) booking the course agrees to keep the content of the sessions confidential and not to copy or use any aspect of the services offered by The Tiny Squad directly or indirectly. The parent (or carer) agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with The Tiny Squad while the participant is attending The Tiny Squad sessions, and for a period of two years afterwards.

3. Booking

a)

All bookings, for all of our services, can be made via our website www.thetiny squad.com

b)

When booking sessions you will need to provide specific personal information. If you would like to request our Data Privacy Policy please email info@thetiny squad.com

c)

When you book sessions, you will be asked to review and agree to our T&C's, all of which can be found in this document. When booking has been completed, you will receive confirmation, and all information relevant to the session you have booked.

d)

We endeavour to keep all sessions on our website up to date. If there are any changes to sessions, we will contact you via the means provided to us when you booked.

e)

All of our prices include standard rate VAT where applicable.

4. Payment

a)

Sessions are paid for in blocks, in advance, and must be paid in full before the participant joins the first session.

b)

If a booking is made once a block of sessions has commenced, you will only be charged for the remaining weeks of that block.



c)

If an online payment for a block of sessions has failed, a manual payment will need to be paid before the child is allowed to participate in the sessions.

d)

We are unable to refund the fee under any circumstances except with the prior written agreement of The Tiny Squad, unless the child has attended the first session of the block and given notice within 24 hours via email (info@thetiny squad.com) that they will not be continuing to attend sessions. In this instance a refund for remaining sessions will be given within 14 days.

e)

If live sessions are discontinued for any reason outside the control of The Tiny Squad, including (without limitation) as a result of an *Act of God* (e.g. extreme weather conditions, strikes, earthquakes, or terrorist activity), or where local authorities/public guidance advises that live sessions should be temporarily suspended for health or other reasons (*Extreme Reasons*), then no credits nor refunds will be given.

f)

The Tiny Squad reserves the right to provide online sessions as a replacement for, or alternative to, live sessions where it is not possible or reasonably practicable to provide live sessions, and in doing so shall satisfy its contractual obligations hereunder and there shall be no entitlement to any credit or refund.

g)

If session fees change, you will not be charged the revised fee until you book a new block of sessions.

5. Cancellation by The Tiny Squad

a)

The Tiny Squad may cancel this contract at any time before the participant commences the sessions for any reason whatsoever. The Tiny Squad shall not be liable for any loss or damage whatsoever arising from such cancellation.

b)

In the unlikely event of 'last minute' session changes or cancellation by The Tiny Squad, we will inform you with as much notice as possible via the communication means provided to us when you registered. The Tiny Squad will not reimburse any expenses incurred by a customer failing to pick up their message.

c)

If a session is cancelled by The Tiny Squad, other than in accordance with clause 4.2.5, we will, wherever possible, offer you an online session to attend failing which we will give you a credit for the value of the cancelled session.



d)

Should you decide to stop attending sessions delivered by The Tiny Squad before the credit has been used we will refund the credit to you.

e)

If insufficient participants are booked onto the session you have selected, we reserve the right to cancel the session. In this instance we will offer you either an alternative session or online session to attend, or a refund will be given for any remaining sessions after the cancellation.

f)

If The Tiny Squad cancel prior to the commencement of the block by the participant, The Tiny Squad will refund any payment for outstanding sessions within 14 days.

g)

The parent/carer agrees that sessions are ongoing and are to be used consecutively. No refunds or credits will be issued for missed sessions (see Clause 6).

6. Attendance

a)

Your payment has reserved a place for your child in our sessions, and if you miss a session for any reason we are unable to offer a refund.

b)

If you miss a session, please do not turn up to other sessions run by The Tiny Squad as you will not be allowed to participate due to insurance reasons.

7. Cancellation by the Parent / Carer

a)

The cancellation rights generally available to consumers in accordance with their statutory rights do not apply to the sessions provided by us.

b)

If your child attends the first session and does not like it, we will offer you a full refund as long as you notify us via email (info@thetinysquad.com) that they will not be continuing the sessions, within 24 hours of attending your first session. If your request is not received via email and is not within 24 hours of your first session, you will not be refunded.

c)

Any refunds granted will be made within 14 days of notification that the participant wont be continuing.



8. Parent/Carer Responsibility.

a)

The parent (and anyone acting on behalf of the parent) warrants and represents that;

b)

The information given in the registration process is accurate in all respects and the parent will notify The Tiny Squad of any change in such information immediately via email (info@thetinsquad.com).

It is the parent/carer's responsibility to inform The Tiny Squad of any special medical conditions at the point of booking. This includes behavioural disorders.

c)

When attending the sessions, the participant or parent/carer will not be suffering from any contagious illness, disease, injury or anything similar thereto.

d)

As session delivered by The Tiny Squad require parent/carer participation, it is the parent/carers responsibility to inform The Tiny Squad of any condition that could affect their or their child's participation in the sessions during the registration process. If information fields are not available on our website, we must be informed via email (info@thetinsquad.com). You must agree to inform us of any changes, as soon as you become aware of them, and any changes must be emailed also. All information given to us in the registration process, or updated via email, will be treated as strictly confidential.

e)

The parent/carer acknowledges and agrees that the participating child shall be deemed to be under the care, direction and control of the parent/carer throughout the session and the parent/carer shall be responsible for the welfare and conduct of the participant throughout the session.

f)

The parent/carer shall indemnify and keep indemnified The Tiny Squad against all loss (including loss of profit), costs, liability and expenses which The Tiny Squad shall incur directly or indirectly as a result of any action or inaction of the parent/carer or the participant.

g)

Parents/carers and children are expected to behave in respectful manner at all times towards The Tiny Squad Staff and any other parents/carers/participants attend ing our sessions. In the event that The Tiny Squad determines the behaviour of the child and/or the parent/carer to be unacceptable, The Tiny Saquad shall be entitled to exclude the child and the parent/carer from any The Tiny Squad sessions permanently or for a duration The Tiny Squad see's fit at its discretion.



h)

Unacceptable behaviour at sessions will be determined only by The Tiny Squad staff members.

i)

Parent/carers are allowed to bring siblings of the participating child along to sessions as long as they do not participate at any level in the sessions. As with the participating child, 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 session, the participating child must accompany the parent/carer and must not be left unattended with The Tiny Squad staff members.

j)

Parents/carers accept that, at times, there will be physical contact between the session leader and their child while they are delivering the activity. This will always be in a professional manner.

9. Session Rules

a)

Parents/carers must, for health and safety reasons, supervise their children prior, during, and after the session at all times.

When sessions are delivered in public places such as a parks, our session leads will always carry out a risk assessment and inspection of the area marked out for use. If for any reason the area is not deemed safe, the class will be moved. This risk assessment and inspection will not include the wider area and The Tiny Squad only assumes responsibility for the area marked out. The Tiny Squad will not be held responsible for any incidents that are out of our control and parents/carers are required to assume the same responsibility they would during any visit to a public place and as a result always take full responsibility for any children they are in charge of, as well as themselves. To be clear, the behaviour of members of the public, pets and any wildlife are all deemed to be out of The Tiny Squads control.

b)

Parents/carers are the responsible adult for the child they bring to participate. Responsible adults should stay within easy sight and reach of the child participating at all times.

c)

Please arrive promptly for your session so we can register the participants quickly and start on time. Please let the session leader know if you have to leave the session early for any reason so they are aware of the remaining number of participants in the session.

d)

Parents/carers must keep siblings and belongings a safe distance from the playing area at all times. 'Pitch invaders' are not covered by our insurance if they cause or are involved in an accident (see Clause 8.1.8)



e)

If a child under your supervision is asked to have a 'time out', please support the member of staff leading the session by reinforcing this.

f)

Parents/Carers should provide water, but no food must be eaten in the sessions to avoid the hazard of choking and possible allergic reactions.

g)

All litter and belongings should be taken from the session. We cannot accept responsibility for items left behind.

h)

In line with our 'Safeguarding & Child Protection Policy' and best practice, parents/carers should not take photographs or videos at The Tiny Squad sessions. Whilst our staff will do their best to enforce a total ban, we cannot guarantee this. Occasionally The Tiny Squad may take photos in sessions but only when all necessary permissions have been obtained for the children in the photographs/videos.

i)

We promote a positive, encouraging environment for your children. Please feel free to offer positive encouragement but bear in mind these are young children so please keep the noise level moderate. If we feel comments or volume levels are inappropriate, our staff reserve the right to act.

j)

Ensure participants wear clothing, particularly footwear, that is appropriate for physical activity. Ensure that you bring clothing for all weather conditions if sessions are run outdoors.

10. Website & Social Media

a)

The material available on The Tiny Squad website, including materials in linked sites directly or indirectly accessed 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. Reference to linked sites or to third party companies, products or services by name does not infer or constitute its endorsement by The Tiny Squad.

The Tiny Squad has endeavoured to ensure that information provided through this website is accurate at the time of production, however it accepts no liability for any inaccuracies, errors or omissions in the website. The information available on the website may be incomplete, out of date or inaccurate. The Tiny Squad reserves the right at any time and without prior notice to make changes and corrections to the material on the website.

The Tiny Squad accepts no liability for any loss or damage caused by the use or the inability to use the materials available in this website or any linked site. The Tiny Squad has taken 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 The Tiny Squad directly.

All images/videos displayed on this website are under the ownership of the photographer concerned. Agreement to display the photographs/videos has been reached and they are not to be copied.

11. Complaint's Process

a)

If you are not entirely happy with our service, the parent/carer must follow the complaints procedure outlined below.

b)

Speak to the session leader who will try to resolve the issue to your satisfaction.

c)

If the session leader cannot resolve the issue, please send your complaint via email to info@thetiny squad.com

d)

You will receive a response to your complaint within 48 hours via email or telephone call.

12. Exclusion of Liability

a)

Except in the case of fraud and subject to clause 7 below, The Tiny Squad, its staff or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), expense, damage or delay suffered or incurred by the parent/carer, the participant or any other party arising directly or indirectly or in any way connected with the attendance of the participant at the sessions or any other act or omission on the part of The Tiny Squad or any of its staff or agents even if any such act or omission is negligent.

b)

The parent/carer agrees, for and on behalf of both the parent/carer and the participant, that any claim by the parent/carer or the participant against The Tiny Squad or any of its staff or agents must be brought within 30 days of the event that gave rise to the claim. Claims made thereafter will be time-barred.

c)

The parent/carer acknowledges, warrants and undertakes, for and on behalf of the parent/carer and the participant, that the maximum aggregate liability of The Tiny Squad to the parent/carer and/or participant under these terms shall not exceed the session fee.



d)

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 The Tiny Squad, its staff or agents or affects the statutory rights of the parent/carer or participant.

e)

The parent/carer acknowledges that any product purchased, or given as part of the registration process, from the The Tiny Squad is to be used at their own risk. The Tiny Squad will not accept responsibility for any personal injury which may occur due to improper use. As a consequence, we recommend that all equipment is used under the supervision of a parent/carer.

13. Information about the Head Office and Contacting us

a)

The Tiny Squad Ltd is a company registered in England.

b)

To contact The Tiny Squad, please email info@thetiny squad.com

c)

If we need to contact you we shall do so via the means provided to us when you booked the sessions, such as email, telephone call, or text message services.

14. General

a)

All communications and documents should be sent to/from parents/carers via email (info@thetiny squad.com).

b)

The parent/carer acknowledges that all policies such as the Data Privacy Policy and the Safeguarding Policy is available upon request via email.

c)

Failure by either party to enforce at any time or for any period any 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.

d)

The Tiny Squad may transfer this agreement to someone else. The Tiny Squad may transfer our rights and obligations under these terms to another organisation.



e)

You need our written consent via email to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if The Tiny Squad agree to this in writing via email.

f)

This contract is between you, the parent/carer, and The Tiny Squad, and nobody else has any rights under this contract. No other person shall have any rights to enforce any of its terms.

g)

In the event a court finds part of this contract illegal, the remainder of this contract will continue in force. Each of the paragraphs of these terms operates separately to the others. If any court decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

h)

In the event of a delay in enforcing this contract, we can enforce it at a later date. If we do not insist immediately that you do anything required under these terms, or if we delay in taking action against you in respect of your breaking this contract, that will not mean that you do not have to comply and it will not prevent us taking action against you at a later date.

i)

The terms in this document 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 any part of this agreement.

j)

The safety and wellbeing of your child or the child in your care is of the utmost importance to The Tiny Squad. As outlines in our safeguarding policy, we have a responsibility to report any inappropriate or suspicious behaviour to the relevant safeguarding authority.

k)

The Tiny Squad will try to ensure you always have the same session leader, but we cannot guarantee this for a number of reasons. Occasionally, we may need to have a new session leader join or lead your lesson in order to complete their training/assessments. This will in no way affect the quality of your lesson, and if you believe it has you can make a complaint as outlined in these T&C's.

l)

Our sessions are for children of a specific age group for safety and developmental reasons. Please do not send children if they are not the correct age.

m)

We reserve the right to amend our T&C's at any time to reflect changes in our business or statutory obligations. The new T&C's document will be posted on our website and will take effect immediately. If applicable, these changes will be sent to all our customers via email. If you book sessions after the



new T&C's have come into effect as part of your booking process you will indicate your agreement to be bound by them. Previous versions of T&C's are available upon request.

n)

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