

PLAYFIT SPORTS CLUB

TERMS & CONDITIONS

Updated 19 March 2023

AGREEMENT

YOU MUST READ THESE TERMS CAREFULLY BEFORE MAKING ANY APPLICATION WITH PLAYFIT AND RETAIN A COPY OF THESE TERMS & CONDITIONS FOR FUTURE REFERENCE. BY PARTICIPATING IN A SPORTS ACTIVITY OR EVENT YOU AND YOUR GUESTS AGREE TO THESE TERMS AND CONDITIONS. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR GUESTS ARE AWARE OF AND AGREE TO THESE TERMS AND CONDITIONS.

DEFINITIONS

"PlayFit", "PlayFit Sports Club", "We", "Us", "Our club" means PlayFit Sports & Social Ltd.

"Player" means any person participating in any Sports Activity or Event organised by PlayFit.

"Member" means any Player who has signed up for a recurring membership subscription or fixed term payment in order to secure a place to participate in regular or multiple Sports Activities or Events. Membership does not imply any interest as a shareholder.

"Organiser" means a referee, sports coach, volunteer, event host or other person that PlayFit has nominated to manage a Sports Activity or Event. An Organiser is not a legal or authorised representative of PlayFit, and cannot enter into any contractual obligations or liabilities on its behalf. Only Directors of PlayFit can do so.

"Sports Activity" means coaching sessions, games sessions, sports leagues, tournaments, as well as one-off indoor or outdoor sports practice or games.

"Event" means any activity primarily advertised as a social activity, outside of PlayFit's sports timetable.

"Terms" mean these terms and conditions and any subsequent amendments as may be notified to you.

"You" means any person who participates in or spectates a Sports Activity or Event, and any Guests they bring to participate or spectate. "You" may refer to Your child where it is Your child participating in a Sports Activity or Event.

"Guest" means any person who You bring to participate in or spectate a Sports Activity or Event.

"Website" means "www.playfit.co.uk" and PlayFit's groups and pages and profiles on social media websites and other apps, together with all material on those Websites or sent to You by e-mail or Whatsapp or by any other means. Reference to the Website includes all intellectual property rights on the Website including but not limited to copyright, trademarks, database, member details and moral rights.

RELIANCE ON INFORMATION POSTED

Information posted on our Website is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials. You should not rely on any materials posted on our Website for personal, medical, legal, financial or any other type of advice and we strongly recommend that You consult an appropriate qualified professional where necessary.

SUITABILITY & SAFETY

HEALTH

You are responsible for ensuring that You are fit and healthy enough to participate in Your chosen Sports Activity or Event. If you have concerns about your physical condition, you must not participate in any Sports Activity or Event without first getting suitable medical advice. By participating in PlayFit's Sports Activities and/or Events, You confirm that You are suitably fit and able to do so. You must inform PlayFit in writing of any medical or physical condition that You have. You must inform PlayFit in writing immediately of any change in medical or physical condition.

If You feel unwell at any point during a Sports Session, You should walk off the court immediately. If You feel the need for medical assistance then You should ask the Organiser to call for an ambulance.

AGE

All adult Sports Activities and Events are for people aged 18 and over, and children under 18 years of age are not permitted to take part in adult Sports Activities or Events unless by prior agreement in writing.

Juniors Sports Activities and Events have the age range clearly stated on the booking/information page. Players must be within this age range when participating in the Sports Activities or Events.

Players who are exactly 18 years of age should participate in adult Sports Activities and Events, but may participate in juniors Sports Activities and Events if they are still enrolled at school.

SKILL LEVEL

You must only book to participate in Sports Activities or Events that are at a suitable skill level for your experience and current ability. If You are unsure of your skill level or how suitable the skill level of the Sports Activity or Event will be then please message Us by Whatsapp or email through the "Contact Us" page on our website for advice on selecting a suitable skill level. If We feel that any Player is not able or willing to play or train at the skill level of the Sports Session or Event, regardless of whether they have attended the same session previously, then They may be asked to drop out with no refund. At Our discretion, We may offer the Player a chance to attend an alternative session at a more suitable skill level.

CONTACT

Team sports do involve some contact with other Players, which can include both Your own teammates as well as Your opponents. By participating in any Sports Activity or Event, You accept the potential risks involved, and hold PlayFit not liable for any injury to You, as described in the "Waiver" section below.

PAYMENTS

BOOKING A PLACE

You must book and pay for a place in advance. We do not accept payments by cash or cheque.

BOOKING AN INDIVIDUAL SESSION

To book a place for an individual Sports Activity or Event you must make Your payment through the booking page on our Website using a bank card, PayPal or Apple Pay, or a discount code if one has been issued to you towards partial or full payment.

MEMBERSHIP, TERM OR SEASON PAYMENTS

For membership of weekly coaching sessions or games sessions, term payment for classes, or season payment for leagues you must message Us by Whatsapp or email through the "Contact Us" page on our Website and we'll send you the registration form link and bank transfer payment details. You must complete the registration form and also make the payment in full before Your place can be confirmed, unless otherwise agreed in writing by Us.

ABOUT MEMBERSHIP

MEMBERSHIP CONTRACT

Where We offer membership to a regular Sports Activity, You are committing to paying a monthly fee to have a place regularly held for You. There is no minimum membership length, however by becoming a Member, You are entering into a contract with PlayFit to pay for a place to be held for You at Your chosen Sports Activity until You give PlayFit written notice through our club's Whatsapp or email that you wish to end your membership. Until PlayFit receives such written notice, You agree to be liable for the continued membership payment as a place will continue to be held for you.

Membership payments are due by bank standing order on 14th of each month in advance for the following month's membership. It's Your responsibility to ensure that Your membership payments are made on time each month. If Your payment is not received on time, then You will continue to be liable for the membership fees, until You give PlayFit notice to terminate Your membership in writing. Membership payments must be settled in full within 7 days of the due date, unless prior agreement has been made in writing. PlayFit reserves the right to charge interest at the Bank of England base rate + 8% on any amount that remains unpaid for more than 7 days. If You fail to pay any amount due under this agreement for a period of more than 30 days, then PlayFit may pass the debt to a third party company for collection. The cost of this instruction will be borne by You, including costs of tracing You should You have changed address. If You do not pay for Your membership, We may prevent You from participating in any Sports Sessions or Events. This does not mean We will end Your membership. Cancelling Your payment subscription does not mean You have given Us notice to end Your membership. You must give Us written notice as explained in these Terms & Conditions.

PlayFit reserves the right to cancel any membership at any time, without notice, and without giving a reason.

EXTENDED ABSENCE

Memberships can't be "frozen". If You unable to attend for a while then You can either cancel Your membership by notifying Us in writing by Whatsapp or email and then stopping Your payments and then rejoin as a new member at a later date, or You can continue Your membership payments as normal and notify Us that You won't be able to attend until further notice (so we can temporarily try to fill your place to make up numbers) and when You're ready to play again We may be able to offer you, at our discretion, extra alternative sessions to make up for a half of the missed sessions. If You don't notify Us that You will be absent for an extended period then You won't be offered any extra alternative sessions.

MEMBERSHIP NON-TRANSFERABLE

Memberships are not transferable and can't be shared between multiple people. If You are unable to attend Your Sports Activity or Event then You can't send someone else to replace You.

MEMBERSHIP FEE INCREASE

PlayFit reserves the right to increase the membership fees from time to time. You will be given at least 7 days prior written notice of such increases and should You decide not to accept such increases You may terminate Your membership by notifying PlayFit in writing through our club's Whatsapp or email before the new fee rate commences, and cancel Your standing order so that no more payments are made.

EXTRA FREE SESSIONS FOR MEMBERS

If You are a member of a Sports Activity, and if We need an extra Player for a Sports Activity directly before or after Your Sports Activity then We may offer You a chance to join in for free. By joining in the extra Sports Activity You agree to these Terms And Conditions. Note that the offer to join in extra sessions is purely at Our discretion.

REFUND POLICY

All payments are final and there are no refunds.

You are responsible for attending Sports Activities or Events that You have paid for. No credit or refund will be offered if You don't attend regardless of the reason, or if You join in late, or leave early before the end time.

If You have booked an individual Sports Activity or Event but won't be able to attend then please send Us a Whatsapp message as early as possible and if another player books Your place then we'll offer you a credit. We will fill the remaining empty places before We offer Your place for sale. You can do this only once per calendar month, meaning that you can only ask us to try to fill your place for one Sports Activity or Event per calendar month. There are no refunds or credits or any alternatives in any other circumstance.

CREDITS

If We offer You a credit to join an alternative Sports Activity or Event then we will issue You with a discount code which You can use on a booking page on Our Website. You can use this code to book a Sports Activity or Event on any date, but the booking must be made within 28 days of the discount code being issued to You. Credits have no cash value, and can't be exchanged or refunded.

ACTIVITY CHANGES & CLOSURES

TIMING CHANGES

In exceptional circumstances, PlayFit may need to change the timing of an individual Sports Activity or Event on a particular date. We will aim to notify You of such timing changes as soon as possible. In this case, if the starting time change is up to 1 hour earlier or later than the original starting time then there will be no refund or alternative session offered. However if the starting time change is greater than 1 hour earlier or later than the original starting time then We will offer You a credit to participate in an alternative Sports Activity or Event or a refund.

In case We need to change the regular start time of a Sports Activity or Event then We will aim to notify You of this timing change as soon as possible. If the starting time change is up to 1 hour earlier or later than the original starting time then there will be no refund or credit offered. However if the starting time change is greater than 1 hour earlier or later than the original starting time then We will offer You credits or a pro-rata refund for any remaining weeks that you have paid for.

CANCELLATION

In exceptional circumstances, PlayFit may need to cancel an individual session on a particular date. We will aim to notify You of such timing changes as soon as possible. In such circumstances, We will offer You a credit to participate in an alternative Sports Activity or Event or a refund.

Outdoor Sports Activities and Events will normally go ahead unless We feel that the court surface or weather conditions are unplayable. We know that Players will have differing opinions on the matter and normally most Players who book outdoor sessions are keen to play. The final decision to run or cancel an outdoor session will be with Us and Our Organiser. If We decide to cancel then We will offer You a credit or a refund. However if We decide that the session will go ahead then no credit or refund will be offered.

CLOSURES

We normally don't play on bank holidays. Members whose Sports Activity is closed due to this can request a credit towards an alternative replacement Sports Activity by sending Us a Whatsapp message after the bank holiday. There is no refund for this.

Also PlayFit is closed for approx 2 weeks over the Christmas and New Year break. This is factored into the membership fees and there is no credit or refund for this.

APPEARANCE & BEHAVIOUR

DRESS CODE

PlayFit requires that all Players be presentable, wearing suitable sporty clothing and trainers, and they and their clothes are suitably clean and not smelling bad. Players are not permitted to play without suitable trainers. Any Player violating these requirements may be prevented from participating in Sports Activity or Event, with no credit or refund offered.

Where a Sports Activity or Event has a specific dress code, such as requiring specific coloured t-shirts or a team uniform, you are required to dress appropriately.

JEWELLERY

You must remove jewellery including wedding rings and bracelets, watches and fitness trackers. If You are unable or unwilling to remove jewellery You will not be permitted to take part in the Sports Activity, with no credit or refund offered.

NAILS

You must ensure that Your fingernails are cut short in advance, for everyone's safety. If Your fingernails are, in Our opinion, unsafe then You will not be permitted to take part in the Sports Activity, with no credit or refund offered.

BEHAVIOUR

We do Our best to keep the Sports Activities and Events friendly and fair, build a positive and enjoyable environment, and to ensure they run to the best of Our ability and for the benefit of the group as a whole.

Whilst sports games can be competitive, PlayFit does not allow aggressive, selfish, or unsportsmanlike behaviour. PlayFit also does not permit any behaviour likely to harass, upset, embarrass, alarm or antagonise any other person present, on or off the court.

If We deem You to be disruptive, rude, abusive, aggressive, uncooperative, or in any way problematic towards Us or Our Organiser, a teammate, an opponent, a spectator, venue staff or any other person present then You will be asked to leave and may potentially be banned from attending in future.

PlayFit reserves the right to refuse entry of any player and/or their guests from the venues without giving a reason; or exclude any player and/or their guests from its Sports Activities and Events for breaches of these Terms And Conditions or playing rules or in respect of any misconduct whatsoever by the player and/or their guests.

SPORTS RULES

Players agree to abide by the rules of the chosen sport's governing body. You can find the rules here:

Basketball: <http://www.fiba.com/documents>

Netball: <http://www.netball.org/netball/the-rules-of-netball>

Volleyball: http://www.fivb.org/EN/Refereeing-Rules/RulesOfTheGame_VB.asp

Football:

<http://www.thefa.com/football-rules-governance/laws/football-11-11/law-1---the-field-of-play?Laws>

Badminton:

<http://www.badmintonengland.co.uk/text.asp?section=25§ionTitle=Rules+and+Regulations>

NON-PARTICIPANTS

Venues ask Us to bring only those people who are participating in the Sports Activities or Events. So We have a no spectators policy unless agreed in advance in writing.

GUEST AWARENESS

If You bring a Guest to play or spectate then You must ensure that they are fully aware of these Terms & Conditions and their responsibilities. If You fail to do this then You hold PlayFit not liable for any claims or responsibilities.

DISTRACTIONS

If We have allowed a spectator to sit inside the sports hall they must not interfere or distract any of the Players or the Organiser by any means, and must sit quietly by the wall. They must not cheer or cause any other noise.

CHILDREN

Children must have an accompanying adult sit with them at all times to supervise and ensure that they stay seated and quiet on the side of the court, and don't put themselves or other people at risk of injury, or cause a disturbance or distraction for the Players or Organiser. If the Organiser feels that a child isn't adhering to these rules then they may ask the Player and/or Guest who brought them to leave with the child.

PHOTOGRAPHY

Spectators must not take photos or videos, especially during children's Sports Activities or Events, even if it's of Your own child. Please also see the section called Photography & Video Recordings in these Terms & Conditions.

DROP-OFF CHILDREN'S CLASSES

All children's sessions are drop-off unless otherwise stated and parents must follow the policy for each venue, which may allow waiting in the corridor of the sports hall or may require leaving the school grounds and returning at the end of the Sports Activity. If you are unsure then please ask Us in advance or speak with the Organiser.

STRANGERS

PlayFit takes care to select suitable and safe venues and able Organisers. But You agree and understand that PlayFit does not own or have exclusive occupation of the venues used for Our Sports Activities or Events, and has little or no control in respect of persons admitted to the venues, including adjacent sports pitches and surrounding perimeters, and has little or no control as to how premises are used and left before Our Sports Activities or Events.

ARRIVAL & DEPARTURE

You should arrive at the venue no more than 10 minutes before the start time of your Sports Activity or Event. This will give You sufficient time to get changed and be ready to start promptly.

You must not begin practising, playing, or using equipment before the start time of your Sports Activity or Event, even if the sports hall is empty.

Players normally have 5 minutes to get changed after their sports session ends, and You must be outside the venue grounds within 10 minutes after the Sports Activity or Event ends. Showers are not permitted if it's the last Sports Activity or Event of the day and may not be allowed due to Covid or venue rules so please check with the Organiser first.

FACILITIES & EQUIPMENT

EXCESSIVE FACILITIES USAGE

If You use the sports hall before the start time or after the end time of your Sports Activity or Event, or leave the venue grounds more than 10 minutes after the end time of your Sports

Activity or Event then You may be charged a fee if the venue chooses to charge PlayFit for this. This fee may include the cost imposed by the venue plus an admin fee. In such circumstances You agree to pay this fee.

You also agree to pay any fees charged by the venue if You use any other facility at the venue, such as other indoor/outdoor courts or rooms.

DAMAGE

Please treat the sports hall and any equipment provided by the venue and PlayFit with care, and ensure that everything is returned to the correct place at the end of the Sports Activity or Event. If You damage or remove any equipment belonging to PlayFit or the venue then You will be liable for the full costs of repair or replacement, including labour costs. This includes but is not limited to the sports hall surfaces, emergency exits, benches, mats, the basketball backboard or hoops, posts, nets, and balls. If You are deemed to be responsible for the damage by Us, Our Organiser or the venue staff then You agree to pay the full cost of the repair or replacement.

BRING YOUR OWN EQUIPMENT

BALL SPORTS

Whilst we provide some balls for ball sports, we recommend You purchase and bring Your own ball to practise with.

RACQUET SPORTS

You should purchase and bring Your own racquet to the Sports Activity or Event. In case you need to hire a racquet temporarily, please contact us on our club's Whatsapp to check the cost and availability. Unless you have requested to hire a racquet in advance and bring the payment in cash at the start of the session then We will not be able to provide You with one. In such circumstances there will be no credit or refund offered.

We provide shuttlecocks, and there's no need for you to bring some. Please see the booking page for details of whether feather or plastic shuttlecocks are provided.

FOOD & DRINKS

You and Your Guests may not bring or consume hot food or drinks in the sports hall. Please ensure that you dispose of any rubbish in the bins and clean up any spills.

Water fountains are normally available but occasionally may be broken or closed due to Covid so it's best to bring a large filled water bottle.

SMOKING, DRINKING, DRUGS

You and your Guests must not smoke, drink alcohol, or take drugs on the school grounds or in the sports hall. Electronic cigarettes are not permitted. Players must not come to play after drinking or taking drugs, as this could put themselves or other Players at risk of injury. Any Player or Guest believed to have been drinking or taking drugs will be asked to leave the Sports Activity and venue, and may be banned from attending future Sports Activities and Events.

HEALTH & SAFETY

SIGNS

To protect the safety of all Players and Guests, You must pay particular attention to all signs relating to health and safety in the venue. If you do not understand a notice or sign please ask the Organiser.

FIRE

Fire exits are clearly marked throughout the venue. If there is a fire or if you hear the fire alarm, You should make Your way out of the sports hall through the nearest exit to the advertised assembly point.

SAFETY

Prior to participating in a Sports Activity or Event, You have a responsibility to confirm that the surface and other conditions are suitable and safe for the intended activity.

REPORTING

You are required to promptly report any perceived hazards, injuries, violent behaviour or threats, or any other inappropriate conduct to the Organiser.

If you experience an accident or injury whilst at Our Sports Activity or Event, you must report the incident and the circumstances surrounding it to the Organiser immediately.

Failure to notify the Organiser of any problem immediately may prejudice PlayFit and could result in your ability to claim compensation from us being reduced or extinguished.

Any complaints made to PlayFit after the conclusion of the Sports Activity or Event must be submitted in writing within 7 days of the completion of the Sports Activity or Event. Failure to

do so may prejudice PlayFit's ability to investigate the complaint and may affect your ability to make a claim.

ILLNESS

You must not attend a Sports Activity or Event if you are feeling ill, particularly if there is a risk that you may have Covid or any other infectious illness.

ACCIDENTS

In the event of an injury to a Player, Spectator, or Organiser, You must not attempt to provide any medical treatment. Instead, you should immediately call emergency services by dialling 999 and follow the instructions provided by the call handler.

FIRST AID

Our Organisers may or may not be first aid qualified. In the event of a medical emergency arising, you consent to the administration of first aid measures as may be determined necessary by the Organiser or any other person present. You further consent to any medical treatment being administered by the emergency services if they deem suitable or necessary.

YOUR BELONGINGS

LOOKING AFTER YOUR BELONGINGS

We recommend that You don't leave any of Your belongings in the changing rooms. There is a designated area in the sports hall where You can leave them. Note that neither PlayFit and its representatives nor the venue take responsibility for any damage or loss of Your belongings. If You leave anything behind in the sports hall or changing room then You should contact the venue and ask them to check if they can find it.

It's likely that anything that is unclaimed within 7 days will be disposed of, either to charity or binned, so it's best to contact the venue at the earliest opportunity.

VEHICLE PARKING

If the venue has a car park or bicycle rack, You may park there at your own risk, and PlayFit does not accept liability for any loss or damage to You, Your vehicle, or personal belongings.

Please ensure you park in a designated parking bay and are not blocking any building doors or other vehicles.

EVENT INFORMATION

Besides accepting and following these Terms & Conditions, You must also follow all guidelines on the event booking page on Our Website, including any rules or guidelines or safety info linked to.

WAIVER

You agree to abide by the guidelines and public health restrictions set by the NHS, the government, PlayFit and the venues, and to not engage in high risk activity. You accept that PlayFit is in no way liable for any injury to You or Your Guests as a result of playing sports, or any consequential loss as a result. By taking part in the Sports Activities or Events you agree to accept all risks, known and unknown, including contracting Covid-19 or any other infectious disease, and any subsequent consequences including disability or death. And you agree to take full and sole responsibility in such circumstances, and agree to release and hold harmless PlayFit Sports & Social Ltd, its staff, representatives and agents, volunteers, other players, sports hall lessor and venue staff from responsibility and liability for any costs or damages.

FORCE MAJEURE

PlayFit will not be liable to pay you compensation if We have to cancel or change a Sports Activity or Event in any way due to unusual or unforeseeable circumstances beyond our control. These can include but are not limited to natural or nuclear disasters, pandemics, war, riot, industrial dispute, strikes, terrorist activity and its consequences, fire, adverse weather and traffic conditions. PlayFit will make reasonable efforts to notify participants of any changes in a timely manner.

INSURANCE

PlayFit provides public liability insurance only.

If You and/or Your Guests wish to be insured against injuries whilst playing sports, including Player to Player injuries, then it's advisable to take out Your own personal injury insurance. This may be beneficial if you want insurance cover in case of medical costs and loss of earnings.

PHOTOGRAPHY & VIDEO RECORDINGS

You and your Guests permit PlayFit, without consideration or compensation, to photograph and video You at our Sports Activities and Events, for purposes including but not limited to, publication in both offline and online media channels.

You and Your Guests consent to PlayFit using images taken of You during the Sports Activities or Events for advertising and promotional purposes in any media We choose. You and Your Guests grant PlayFit a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

We may take broad photos and video recordings of general activity at Our Sports Activities or Events without seeking express permission from You or Your Guests. However if We wish to take more focused photos or video recordings specifically of You or Your Guests then We will seek permission.

If You or Your Guests wish to take photos or video recordings You must obtain permission from Us and all Players and Spectators.

You and Your Guests are forbidden from taking photos or video recordings at children's Sports Activities or Events, even if You are related to a child attending the Sports Activity or Event.

PRIVACY POLICY

To process your booking, PlayFit requires specific personal details from you which may include your name, email address, mobile number, home address, emergency contact information, payment details, and other relevant information. We will take all reasonable precautions to safeguard your data.

Some of this information may be disclosed to our Organisers as necessary for that Sports Activities or Events, or as law requires, to the emergency services.

We may contact you, your emergency contact, or the individual making payment on your behalf for the purposes set out.

Additionally, we may use your information to inform you of future offers. If you prefer not to receive such communications, please notify us promptly via Whatsapp or email. If we email you regarding new Sports Activities or Events or special offers then you will also be able to unsubscribe from our database from there.

DATA RETENTION

You agree that Your details will be held for the purposes of the Sports Activities or Events that You're participating in, for NHS Test And Trace, and for the Waiver. This will be deleted after the statutory period for any potential liabilities has passed.

CHANGES TO THESE TERMS & CONDITIONS

PlayFit reserves the right to modify these Terms & Conditions at any time and You are construed to agree to them if You continue to make payment and participate in Our Sports Activities or Events.

APPLICABLE LAW & JURISDICTION

This contract is governed by English Law and you submit to the exclusive jurisdiction of the Courts of England to settle any dispute.