



IMPORTANT INFORMATION

2023-2024

Welcome!

In this document are the terms and conditions, plus additional important information you need to be aware of whilst your child is in an academy of Elite Netball LTD.

The first half of these terms and conditions apply to memberships, Direct Debit, our refund policy, class cancellation, photos and videos and our complaints procedure.

The second half refers to the use of the website, social media promotions and our data collection policy. Please note by accessing the website and/or contacting us via email or telephone you agree to be bound by the terms and conditions set out below.

From accepting your child's place in the academy and signing up to the Direct Debit constitutes as your acceptance of these terms and conditions.

We can be contacted at any time regarding these terms and conditions via email at info@elitenetballacademy.co.uk

Academy Memberships

- Elite Netball Ltd do not sell places for individual sessions and require full season sign up (September to July) for classes with payment by monthly Direct Debit. Dates typically align with local council term times.
- By agreeing to the Direct Debit, you are entering an 11-month agreement of 11 monthly payments.
- Should you default on a payment there is a £5.00 administration charge to re-process the Direct Debit.
- Upon accepting your child's place, you will be required to enrol on the automatic Direct Debit system.
- Direct debit is the only form of payment accepted.
- You will receive a monthly invoice via email on the 20th of the month. Payments will be taken automatically from members' nominated bank accounts 2-3 days later. This payment covers the upcoming month of classes, for example: the first payment in August covers the September classes.
- Queries on amounts and subscriptions must also be raised to our accounts team via accounts@elitenetballacademy.co.uk
- A partial refund, set at the discretion of the Director of Elite Netball Ltd, will be offered if a session has been cancelled within 24hrs of the session date when no alternative is offered.
- Elite Netball Ltd reserves the right to modify a session due to adverse weather conditions, low attendance or other unforeseen circumstances.
- If a payment has been taken from your account in error, please let us know by email to accounts@elitenetballacademy.co.uk with supporting evidence and we will issue a refund subject to funds clearing our account.
- **Important** – Terminated memberships do not qualify for a refund for the sessions which have already been attended during the current membership period.
- **Important** – If you terminate your membership (withdraw your child from the academy) with Elite Netball Ltd, you will be charged for a cost of 2 months of your direct debit from the point of notification of termination.
- Elite Netball Ltd cannot be held liable for injuries that happen to its players away from netball classes and are therefore unable to offer refunds or credits for short- or

long-term injuries but will review each incident on a case-by-case view.

- Should your child become absent from sessions due to a medium/long term injury, please contact a member of the admin team by email to discuss via info@elitenetballacademy.co.uk
- Catch-up sessions are subject to availability and, when offered, must be redeemed before the end of the season in which the original absence occurred. Please be aware that, due to the high occupancy rates and strong attendances at Elite Netball Ltd classes, catch-up sessions should not be assumed as available. This is also calendar dependent too.
- Elite Netball Ltd reserves the right to retain membership fees for sessions that you choose not to or are unable to attend.
- Should Elite Netball Ltd terminate a parent or player's membership solely due to a breach of the code of conduct this would subsequently disqualify them from attending future classes, with the Direct Debit cancelled by our admin team and no refunds offered.

Class Cancellation & Adverse Weather Policy

- We are unable to refund customers for their coaching sessions when the outdoor facilities are open and therefore chargeable to Elite Netball Ltd.
- Neither refunds nor future credits will be issued should facilities be closed as a result of force major occurrences, including but not limited to, earthquakes, severe flooding, viral/bacterial pandemics, local authority/government closures, war and threats of domestic or international terrorism.
- Should there be a temporary service interruption resulting in missed classes, Elite Netball Ltd may implement one or several business continuity measures. At our discretion, and where possible, we may recover the lost training time through the extension of future classes, offer virtual and remote learning opportunities via video call or live-stream video. We may also offer an invitation to one-off promotional day subject to the availability of suitable human resources and facility usage.
- Although we will try our best to provide catch-up sessions to players that have missed classes, we will not refund/credit/rollover or deduct sessions fees from the current or future block bookings.
- Elite Netball Ltd reserves the right to cancel or rearrange sessions affected by severe/extreme weather at our discretion. Elite Netball Ltd will not offer a refund if the participant cannot attend the rearranged session.

Photographs & Video

- Elite Netball Ltd will periodically have live photoshoots during sessions and may use the images/video recorded for our website and our social media channels which can be found at: Facebook – @elitenetballacademy, Instagram – @elitenetballacademy and Twitter – @netball-elite
- Images posted will adhere to England Netball Safeguarding guidelines and will be anonymised, never identifying children by their first and second name.
- Please contact us at info@elitenetballacademy.co.uk if you would like to opt-out of the publication of images. Please notify us as quickly as possible, by email, otherwise, it will be deemed that you have granted permission for the images to be used.
- Elite Netball Ltd will only accept positive use of its social media pages including Twitter, Facebook and Instagram. These pages are not to be used for grievances or complaint procedures.
- Elite Netball Ltd reserves the right to remove any derogatory comments aimed at Elite Netball Ltd, its partners, customers or children participating in the programme.
- Our social media pages are a celebration of youth netball and the nature of their content must reflect this positive intent. It is acceptable to take videos and footage of your own children whilst training at Elite Netball Ltd, however, any content that contains other children should not be published in the public domain – including social media platforms.
- Where parents refuse to remove such content that compromises the privacy of another Elite Netball Ltd member or child, we reserve the right to report any published content to the social media platform whenever necessary. In the event of a breach of these terms' members may be temporarily or permanently banned from the page until disputes have been resolved.
- Elite Netball Ltd may add you to a WhatsApp group for your child's class to communicate key information relating to your child's training. The WhatsApp platform allows us to see which parents have read messages and therefore guarantee a higher level of service to our members. Parents who do not wish to be included in WhatsApp groups are free to leave the group. You will still receive important updates via email.

Complaints Procedure

- You can request a copy of our full complaints procedure by emailing info@elitenetballacademy.co.uk
- Elite Netball Ltd reserves the right to discontinue memberships without a notice period where we feel communication from members has been, in our opinion, aggressive, insulting, publicly damaging and/or abusive to the netball school's coaches, members or partner agencies.
- Elite Netball Ltd reserves the right to revoke or discontinue memberships should there be any instances of alcohol or substance misuse.
- In the event that you have any reason to complain or have any comments, you must immediately inform Elite Netball Ltd by email. Any verbal notification must be put in writing.

If you remain dissatisfied, you must write to Anna Carter at info@elitenetballacademy.co.uk giving full details of your complaint: Elite Netball Ltd, Guardian House, 42 Preston New Road, Blackburn, BB2 6AH . Upon making a complaint the parent or guardian will be contacted within 72 hours of the complaint being lodged, but the complaints procedure may take up to 2 weeks. A full and detailed copy of our complaint's procedure is available to parents or guardians on request.

Website terms and conditions of use:

- These terms and conditions apply to the use of this Website, social media promotions and our data collection policy. By accessing this Website and/or contacting us via email or telephone you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, you may not use or access this Website.

Definitions:

- **Conditions** – means these terms and conditions and the Special Conditions
- **Product** – means our training programmes, camps or clothing items listed and promoted via this website, email, on social media or at netball camps.
- **Product Description** – means that part of the Website where certain terms and conditions in respect of the individual Product are provided
- **Special Conditions** – means the terms and conditions in the Product Description
- **Users** – means the users of the Website collectively
- **Personal Information** – means the details provided by you during booking process
- **We/us** – means Elite Netball Ltd
- **Website** – means the website located at www.elitenetballacademy.co.uk or any subsequent URL which may replace it
- **Cookies** – means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer
- **United Kingdom** – means England, Wales, Scotland, Northern Ireland and the Channel Islands
- **You** – means a user of this Website.

General terms

Intellectual property and right to use

- You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us. You are permitted to use this material only as expressly authorised by us.
- You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Compliance with laws

- The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.
- Elite Netball Ltd adheres to GDPR regulations which came into place on May 25th 2018. We allow our clients to positively opt in to joining our mailing lists and keep a trace of how and when this occurred. If you'd would like to unsubscribe at any time you can by emailing us at or by clicking the unsubscribe link which appears in the footer of every email communication.

Data retention:

We retain your data, in the form of a name, email address, phone number, DOB, medical conditions, and mailing address for the purposes of:

- **name** – we will ask for your name when you fill in our online enquiry form or when you book a camp with us, we use your name for the purposes of identifying your enquiry/booking.
- **email** – we will from time to time email you with newsletters, events and promotions run by Elite Netball Ltd. You will only receive these communications if you opted in to be part of our email mailing list and you can opt out at anytime using a link in the emails.
- **phone number** – we will ask for your phone number when you fill in our online enquiry form or when you book a camp with us. We do not contact you via SMS with promotions following this.
- **Date of birth** – we ask for your DOB to ensure you attend a suitable level of coaching session / camp for your age.
- **Medical Conditions** – it is incredibly important we know about any existing medical conditions and any changes to your health during your time with Elite Netball Ltd. This can ensure we give you the best care and coaching possible.
- **Mailing Address** – we ask for your address when completing online payment and direct debit transactions.
- **Payment** – all payments are handled through approved third party providers (Stripe payments for card transactions and GoCardless for Direct Debit transactions.)

It is Elite Netball Ltd's retention policy to keep customer data for two years. The policy starts from the date of interaction with us. Once the retention date has been reached and if the customer has not interacted with Elite Netball Ltd for the period of two years, we (inclusive of service providers) will endeavour to delete any record of you from our order and email systems. If you opted in to hear from us via email, your email will remain on the database for the purpose of marketing to you. In this instance no activity will be deemed as "no email opens" in the two-year period of you being on our database.

We collect your data through our online enquiry form, camp bookings and through email enquiries we receive from you. You will only be added to our email list when you have positively opted in to hear from us.

CCTV

During your visit to an Elite Netball Ltd camp or class, you may be captured on CCTV which is owned by the venues we use, it is our duty to make you aware of this. This serves the purpose of protecting their premises in the event of a break-in or complaint, in most cases, their CCTV runs for 24 hours a day, 7 days a week, 365 days a year. Cameras are often located in the car park, outside venue entrances and inside the venue. Our venues have assured us that footage is only reviewed should an incident occur. In most cases, footage will be erased after 30 days unless the venue is required to keep it by law enforcement officers following an incident. Should you need to request access to CCTV footage or require more information about each venues CCTV recordings, please contact us via email with reasons for your information request. We can be emailed at info@elitenetballacademy.co.uk

Data Protection for children:

Elite Netball Ltd offers netball camps and coaching classes for children, with this in mind please find our data protection policy for children below, this policy refers to residents of the UK and we cannot be held responsible for internal country law outside of the UK:

We are aware that in the UK only children aged 13 or over can provide their own consent. For children under this age, we will require consent from whoever holds parental responsibility for the child before we can process their data.

This data is protected from the outset thanks to the strict access audit procedures that we have in place on our systems, should you wish to request a data access audit from us please email us with your request.

We are compliant with the data protection principles and the processing of children's personal data is central to this. We have a lawful basis for processing a child's personal data due to the nature of our business providing netball training services and where possible we liaise with the parents or guardians of the child as a point of contact.

The personal data belonging to a child will be processed in the greatest confidence and the child has the right to remove their data at any time. They can also request to access their personal data; request rectification; object to processing and have their personal data erased at any time by emailing us info@elitenetballacademy.co.uk.

As a matter of good practice, we have completed a DPIA to help us assess and mitigate the risks to children and we take children's views into account when designing our processing. The data we hold is deemed low risk and a DPIA was completed to highlight how seriously we take our responsibilities as a data controller.

Any electronic communications sent to children will comply with the Privacy and Electronic Communications Regulations 2003. Electronic communications from Elite Netball Ltd will be

in the form of email only and where possible are sent to the child's responsible parent. An individual can unsubscribe from these communications at any time.

We do not share our data with third party organisations and this includes all children's data.

Limitation of liability

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products and service offered. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.
- Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

These Conditions govern our relationship with you. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Contact

For any queries regarding our service and these terms, please contact us via email at info@elitenetballacademy.co.uk

Our company details are:

Elite Netball LTD

Guardian House
42 Preston New Road
Blackburn
BB2 6AH
United Kingdom

Director: Anna Carter

Email: anna@elitenetballacademy.co.uk

Company No.: 14022511

