



## PARENT AND GUARDIAN REGISTRATION FOR HOCKEY HEROES TERMS & CONDITIONS SEP 2019 – AUG 2020

England Hockey (company number 04623333) (**EH**) runs and operates the Hockey Heroes participation programme (the **Hockey Heroes Programme**).

These parent and guardian registration terms and conditions (**Registration Terms and Conditions**) contain important information about your rights and are legally binding. You should print and keep a copy of them for your records.

The following Registration Terms and Conditions apply to the booking of the Hockey Heroes Programme. These are additional and supplementary to the terms and conditions of the EH Privacy Policy, (accessed by clicking [here](#)) and any additional terms and conditions provided by EH which also apply. These Registration Terms and Conditions may be amended at any time and the terms and conditions that apply for each booking will be those on the EH Hockey Heroes website (accessed at: <https://www.hockeyheroes.co.uk>) (the **Website**) at the time you make your booking.

Bookings for the Hockey Heroes Programme will only be accepted from a parent or guardian of the child attending or a responsible adult who has the permission of the child's parent or guardian. By making a booking you are confirming that you are the parent or guardian of the child who will attend, or you are aged 18 or over and have the permission of the child's parent or guardian, and that you have the authority to agree to these Registration Terms and Conditions and Policies and to elect preferences and give consent(s) on their behalf.

### 1. Making a booking

When making a booking, it is your responsibility to make sure that all information provided to us is accurate. Your booking is an offer for the child or children for whom you book a place to attend the Hockey Heroes Programme at the relevant hockey club (the **Club**) and will not be binding on us until we send you an email to confirm the booking. We reserve the right to reject any booking and to limit the number of places you may book.

### 2. Parental involvement and supervision

Parental engagement and interest is an important part of Hockey Heroes as we want to encourage the child to build their interest and for the activity to continue at home. Due to the age of the children taking part, and the limited capacity of deliverers to cater for varying requests, it is a condition of the booking that the parent or guardian of the child attending, or a responsible adult who has the permission of the child's parent or guardian, stays on site and in close proximity to the area where the activity is delivered for the duration of each session. If a child needs the toilet, or needs help with any particular requirements, it will be the parent or guardian's responsibility to fulfil this request.

### 2. Age of participant

Hockey Heroes is aimed at 5-8-year old children. If your child is outside of this age range, participation may be permitted on the condition that this is discussed and agreed in advance with the Club. By making a booking, you confirm that these conditions are met.

### 3. Pricing

All prices on the Website and ClubSpark are in pounds sterling and include VAT unless expressly stated otherwise. We take care to ensure that all pricing information on the Website and ClubSpark is accurate but occasionally there may be an error. Prices of Hockey Heroes Programmes may at times vary from club to club, as it may be subject to each club's individual discretionary Hockey Heroes Programme pricing.

#### **4. What is included**

Our charges are for participation in the Hockey Heroes Programme for which you have booked and for a participant pack (or equivalent repeaters pack) for Hockey Heroes only.

#### **5. Participant packs**

Participant packs may include personalised items. You will be invited during the booking process to specify your personalisation requirements and to select your preferred t-shirt size. These packs can take up to fifteen working days to be delivered. You can change your personalisation requirements up to 48 hours after your booking is made. We do not give any guarantee that participant packs will be delivered before the start of your Hockey Heroes Programme where the booking is made less than 3 weeks before the Hockey Heroes Programme starts.

#### **6. Returns of items and exchanges**

Personalised items in participant packs cannot be exchanged unless the pack(s) delivered were faulty at the time of delivery. Faulty items in the participant pack can be exchanged. Please email EH at [hockeyheroes@englandhockey.co.uk](mailto:hockeyheroes@englandhockey.co.uk) for further guidance on returns and exchanges.

#### **7. Change of course details**

If, for any reason, the venue, date and/or times of your Hockey Heroes Programme are changed at any date and/or time, the Club will notify you as soon as possible. If this is not acceptable to you, you will be transferred to an alternative Club, or you can cancel your booking and receive a full refund (minus fees).

#### **8. Change of session details**

If, for any reason during the Hockey Heroes Programme the venue, date and/or times of one of your Hockey Heroes sessions is changed or cancelled, the Club will notify you as soon as possible. Please note, if you are unable to attend the alternative session, you will not receive a refund for that session. Where possible, the Club will add additional 'catch up' dates on to the end of the Hockey Heroes Course.

#### **9. Cancellation of programme**

If, for any reason, your Hockey Heroes Programme is cancelled at any date and/or time before it is due to commence, we will notify you as soon as possible. Where possible we will try to find another session locally and transfer your child. If this is not acceptable to you, you will be entitled to cancel your booking and receive a full refund (minus fees).

#### **10. Payment and refunds**

We accept payment by the methods shown on our booking page. In providing payment card details, you confirm that you are authorised to use the card and authorise us, or our payment service provider, to take payment in full for the Hockey Heroes Programme that you have booked. Payment will normally be taken immediately when a booking is made. If we do not receive payment from you when due, we reserve the right to cancel your booking without any liability to you. Refunds, if applicable, will only be made using the payment method and/or to the card originally used for payment. Booking and transaction fees charged by the payment service provider are non-refundable (see <https://stripe.com/gb/checkout/legal> for details).

#### **11. Cancellation rights**

You can cancel your booking at any time. However, we will start preparing the participant pack 48 hours after your booking is made and you will consequently, subject to clauses 7 and 9, not be entitled to a refund for the booking if you cancel more than 48 hours after you made the booking. All refunds for a cancelled Hockey Heroes Programme booking will be made within 14 full days of receiving notice of cancellation from the person making the booking. Booking and transaction fees charged by the payment service provider are non-refundable (see <https://stripe.com/gb/checkout/legal> for details).

## **12. Liability**

Our maximum liability to you is limited to the price paid by you for the Hockey Heroes Programme. Without prejudice to the liability cap, save for expressly provided in these Registration Terms and Conditions, EH shall not be liable for any direct, indirect, consequential loss or damage (including, without limitation, loss or property or profit, business revenue or opportunity or anticipated savings and loss or data damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. EH does not exclude its liability for death and personal injury caused by its negligence.

You acknowledge and agree that we provide the Website and ClubSpark merely to facilitate the booking of a Hockey Heroes Programme.

## **13. Accuracy of information**

We try to ensure that all information on the Website and ClubSpark about the Hockey Heroes Programme provided are correct. Any typographical, clerical or other error is subject to correction without any liability on our part. Any advice or recommendation given on the Website or ClubSpark or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

## **14. General**

Each paragraph (and sub-paragraph) of these Registration Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect. These Registration Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.

We reserve the right to amend these terms without notice from time to time.