



Leamington Athletics Academy

Terms and Conditions

Thursday 31st October 2024

These Terms and Conditions ("Agreement") govern the participation of the individual ("Athlete") in all products and services provided by Leamington Athletics Academy ("LAA"), a trading name for LEAM ATHLETICS ACADEMY LTD (Company No: 10791128) and LAA EVENTS LTD (Company No: 12254474).

Leamington Athletics Academy is governed by the regulations and standards set forth by England Athletics, ensuring the highest levels of safety, training, and competitive opportunities for all participants. All coaches are certified by UK Athletics (UKA), DBS checked, and adhere to stringent guidelines to provide a safe and supportive training environment. Any parent helpers or unqualified volunteers will sign a self declaration in accordance with England Athletics governance and UKA guidelines.

By executing this Agreement, you ("Parent/Guardian") hereby acknowledge and irrevocably agree to the following terms and conditions on behalf of yourself and your Athlete.

Definitions

"Leamington Athletics Academy" or "LAA" refers to LEAM ATHLETICS ACADEMY LTD and LAA EVENTS LTD, including but not limited to its shareholders, directors, coaches, sports leaders, volunteers, administrative staff, committee, officials and parent helpers, whether employed or self-employed.

"Athlete" Refers to the individual who participates in any activities organized and provided by Leamington Athletics Academy. This includes children, young adults and adults who engage in training sessions, camps, trips, residentials, competitions, or any other activity hosted by Leamington Athletics Academy.

"Parent/Guardian" Refers to the legal guardian or parent of the Athlete who is responsible for the

Athlete and has the authority to enter into this Agreement on behalf of the Athlete. This person is responsible for ensuring compliance with the terms and conditions outlined in this Agreement.

"Activities" Refers to all products or services organized and provided by Leamington Athletics Academy. This includes but is not limited to, weekly training sessions, camps, trips, residentials, competitions, workshops, and any other events or programs facilitated by Leamington Athletics Academy.

"EA" Refers to England Athletics, the governing body for athletics in England.

"UKA" Refers to UK Athletics, the national governing body for the sport of athletics in the United Kingdom.

"Medical Conditions" Refers to any diagnosed or suspected health-related conditions, ailments, or issues that may affect the Athlete's ability to safely participate in activities. This includes, but is not limited to, physical conditions such as asthma, allergies, diabetes, heart conditions, and injuries, as well as mental health conditions such as anxiety, depression, or ADHD. Both currently diagnosed conditions and any relevant medical history that might affect participation should be disclosed.

"Behavioural" Refers to any diagnosed or suspected conditions or situations that may affect the Athlete's behaviour during activities, at school, or at home. This includes, but is not limited to, conditions such as ADHD, autism spectrum disorders, oppositional defiant disorder, and any other behavioural or emotional challenges. Behaviour that could be considered disruptive or that requires special management strategies should be disclosed to ensure a safe and supportive environment for all participants.

"Associates" Refers to individuals who are connected to the Athlete or Parent/Guardian, including but not limited to friends, family members, colleagues, or any other persons with a social or professional connection to the Athlete or Parent/Guardian, regardless of their connection to Leamington Athletics Academy.

"Connected" Refers to any form of relationship or link between individuals, regardless of the strength, length, or evidence of the connection. This can include social, familial, professional, or other types of associations.

"Media" Refers to any digital or physical forms of media that may capture the image, likeness, or voice of the Athlete, Parent/Guardian, or Associates. This includes, but is not limited to, photographs, videos, GIFs, audio recordings, printed images, and quotes.

1. Payment, Refunds, and Subscriptions

1.1. Payment for activities must be rendered in advance in strict accordance with the payment schedule provided by Leamington Athletics Academy.

1.2. Subscription fees are non-refundable, subject to the absolute and sole discretion of Leamington Athletics Academy and will be assessed case by case.

1.3. Failure to remit timely payments may result in the immediate suspension or termination of the Athlete's participation in activities, without any liability on the part of Leamington Athletics Academy.

1.4. Leamington Athletics Academy reserves the unilateral right to adjust subscription fees at any time, providing reasonable notice as deemed appropriate by Leamington Athletics Academy.

1.5. Discounts and vouchers are at the absolute and sole discretion of Leamington Athletics Academy and can be revoked at any moment with reasonable notice given.

1.6. The Parent/Guardian and Athlete will maintain strict confidentiality about any and all monetary conversation and transactions including but not limited to payments, fees, discounts and costs and keep this information private, except where disclosure is legally required.

1.7. Failure to comply with 1.6. is grounds for immediate termination of membership.

1.8. Leamington Athletics Academy is not liable to reimburse, or offer alternative arrangements or compensation for missed sessions whether within Leamington Athletics Academy's control or not.

1.9. Trial sessions are at the absolute and sole discretion of Leamington Athletics Academy and do not guarantee an Athlete a place or membership at Leamington Athletics Academy.

2. England Athletics Affiliation

2.1. Leamington Athletics Academy is duly affiliated with England Athletics (EA). The Athlete's participation in our programmes necessitates strict compliance with all EA regulations, policies, and guidelines.

2.2. Any and all costs associated with England Athletics affiliation, including but not limited to membership fees, shall be borne by the Parent/Guardian. Leamington Athletics Academy will undertake to provide assistance and information as required to facilitate compliance.

2.3. All coaches are trained and insured by England Athletics, ensuring the highest standards of safety and professionalism.

2.4. All Sports Leaders will be under the supervision of a qualified coach.

2.5. All athletes who compete are required to affiliate with England Athletics and if representing LAA, are required to purchase and wear the Leamington Athletics Academy vest.

3. Athlete Welfare

3.1. Participation in Leamington Athletics Academy activities means parents accept that it involves physical exertion and carries with it inherent risks of injury, including, but not limited to, muscle strains, fractures, and other injuries.

3.2. By executing this Agreement, you acknowledge, accept, and assume these risks, and agree that Leamington Athletics Academy, including but not limited to its shareholders, directors, coaches, sports leaders, volunteers, administrative staff, committee, officials and parents helpers, whether employed or self-employed, shall not be held liable for any injury or harm sustained to the Athlete during activities.

3.3. By executing this Agreement, you acknowledge, accept, and assume these risks, and agree that Leamington Athletics Academy, including but not limited to its shareholders, directors, coaches, sports leaders, volunteers, administrative staff, committee, officials and parents helpers, whether employed or self-employed, shall not be held liable for any injury or harm sustained to the Parent/Guardians while attending, watching, collecting their Athlete from Leamington Athletics Academy's activities.

3.4. You are obligated to inform Leamington Athletics Academy of any pre-existing Medical Conditions, injuries, or other health-related issues that may affect the Athlete's ability to participate safely and effectively,

3.5. You are obligated to inform Leamington Athletics Academy of any changes to the Athlete's Medical Conditions, injuries, or other health-related issues that may affect the Athlete's ability to participate safely and effectively.

3.6. You are obligated to inform Leamington Athletics Academy of any pre-existing behavioural conditions or other related issues that may affect the Athlete's ability to participate safely and effectively.

3.7. You are obligated to inform Leamington Athletics Academy of any changes to the Athlete's Behavioural-related conditions that may affect the Athlete's ability to participate safely and effectively

3.8. In the event of an injury during an activity, Leamington Athletics Academy will administer basic first aid and contact emergency services if necessary. Parents/Guardians will be notified as deemed appropriate and necessary by Leamington Athletics Academy.

3.9. Leamington Athletics Academy will if deemed appropriate contact relevant services should a safeguarding concern arise about an Athlete, Parent/Guardian or Associates.

3.10. If deemed appropriate Leamington Athletics Academy reserves the right to withhold Athletes and Associates from their Parent/Guardian should a threat be posed to the safety and well-being of the Athlete or Associates.

3.11. Leamington Athletic Academy will process all safeguarding concerns through their welfare policy without permission from the Parent/Guardian which - if deemed necessary - will be passed on to relevant services and authorities.

3.12. Leamington Athletics Academy will use their experience, training and judgement when making safeguarding decisions and reserve the sole and absolute right to contact relevant services, advice lines and authorities for assistance and advice which may include the sharing of personal and sensitive information about the Athlete, Associates and Parent/Guardian.

3.13. Subject to 3.12, you wholly and entirely agree to this and understand that Leamington Athletics Academy does not have to inform the Parent/Guardian if sharing such information has the potential to directly or indirectly cause the Athlete or Associate harm (mentally or physically).

3.14. Subject to 3.12 and 3.13 data and personal information will only be shared where necessary at the sole and absolute discretion of Leamington Athletics Academy.

3.15. Leamington Athletics Academy reserve the right to change their policies at any point with no notice or communication.

3.16. Athletes will obey by all laws of the country they are in and the breakage of any laws is grounds for immediate termination of membership.

3.17. Athletes agree to the UKA Anti-doping rules and the breakage of these rules is grounds for immediate termination of membership.

4. Equipment

4.1. Leamington Athletics Academy will provide some equipment. The Athlete is expected to use all equipment responsibly and adhere strictly to the instructions of Leamington Athletics Academy regarding its use.

4.2. Damage to Leamington Athletics Academy or track equipment caused by negligence, misuse, or failure to follow instructions may result in the Parent/Guardian being held financially responsible for repair or replacement costs.

4.3. The Athlete should bring personal items including but not limited to water bottles, appropriate footwear, weather-appropriate clothing, extra layers, and medication. Leamington Athletics Academy accepts no responsibility for any loss or damage to personal belongings.

4.4. Athletes are not permitted to use phones, headphones or other electronic devices during activities unless Leamington Athletics Academy gives permission.

4.5. Permission to use electronic devices during activities, as specified in 4.4, is granted on a case-by-case basis for specific instances only. This permission is not ongoing and must be sought anew for each separate occasion

4.6. Subject to 4.4. and 4.5. medical devices are an exception and the use of any medical device should be used whenever and wherever necessary to ensure the health and wellbeing of the Athlete regardless of permission by Leamington Athletics Academy.

4.7. The track facilities are not under the management and responsibility of Leamington Athletics Academy. Leamington Athletics Academy assumes no responsibility for the track's condition or any related issues, including but not limited to maintenance, safety, or operational matters.

4.8. Athletes should never use any equipment without direct supervision and instruction from Leamington Athletics Academy.

4.9. If an activity takes place at a location other than Edmondscote Athletics Track, Leamington Athletics Academy holds no responsibility or liability for the equipment, instruction, supervision, or personnel at that location.

5. Data and Information

5.1. Leamington Athletics Academy will collect, process, and store personal data in strict compliance with the General Data Protection Regulation (GDPR), other relevant data protection laws and Leamington Athletics Academy's privacy policy.

5.2. Personal data provided will be utilized for administrative purposes, to ensure the safety and well-being of the Athlete, and for communication regarding Leamington Athletics Academy Activities.

5.3. By executing this Agreement, you consent to the collection, use, and storage of your and your Athlete's personal data as described herein. You retain the right to request access to, rectification, or

deletion of your data at any time.

5.4. If the Parent/Guardian requests data deletion to an extent that it becomes unsafe for the Athlete to participate in activities, Leamington Athletics Academy reserves the right to suspend membership and participation in activities, pending communication with the Parent/Guardian about the required data to ensure safety.

5.5. Certain data must be held by Leamington Athletics Academy to ensure athlete safety and well-being. This includes but is not limited to, medical and behavioural information, emergency contact information, age, name, address, athlete number and image consent.

6. Marketing

6.1. By executing this Agreement, you irrevocably consent to Leamington Athletics Academy utilising media containing your Athlete, yourself and your Associates for promotional, marketing, training and safeguarding purposes, including but not limited to social media, website, printed materials, and paid advertisement.

6.2. Should you not wish for media involving your Athlete to be utilised in this manner, you must notify Leamington Athletics Academy in writing at the time of registration or via e-mail to the head coach after registration.

6.3. Leamington Athletics Academy shall not use any identifying information without obtaining explicit consent unless subject to 6.4.

6.4. Leamington Athletics Academy reserves the right to repost Media, including those featuring Athletes, Parents/Guardians, posted by entities and parties inside and outside of Leamington Athletics Academy.

6.5. Media may be stored on the devices of Leamington Athletics Academy personnel, both self-employed and employed, for promotional, marketing, training, and safeguarding purposes, including but not limited to social media, website, printed materials, and paid advertisements. These media files will not be held longer than necessary, as deemed by the sole and absolute discretion of Leamington Athletics Academy

7. Behaviour

7.1 The Athlete, Parent/Guardian and Associates are expected to adhere to the Leamington Athletics Academy Behavioural Policy and Code of Conduct. Disruptive, inappropriate, or disrespectful

behaviour towards Leamington Athletics Academy, Athletes, members of the public, Parents/Carers, and Associates will not be tolerated under any circumstances.

7.2. Violations of the Behavioural Policy may result in immediate suspension or termination of the Athlete's membership, without any refund, at the sole and absolute discretion of Leamington Athletics Academy

7.3. In the event of 7.2. Leamington Athletics Academy will open communication with the Parent/Guardian about the situation and next steps.

7.4. The Parent/Guardian is expected to support the enforcement of the Behavioural Policy and address any behavioural issues with the Athlete promptly and effectively.

7.5. Should the Athlete have any issues or problems with managing their behaviour outside of Leamington Athletics Academy's Activities, the Parent/Guardian is expected to inform Leamington Athletics Academy of these including ways to manage and mitigate disruption as a result.

8. Cancellation & Amendments

8.1. Leamington Athletics Academy reserves the right to cancel or amend activities with little notice due to changes in circumstances, including but not limited to adverse weather conditions, facility issues, public health concerns, or safety concerns.

8.2. Leamington Athletics Academy will exert every reasonable effort to notify Parents/Guardians of cancellations or changes as early as possible through all possible mediums, including but not limited to e-mail, text, WhatsApp, social media, website updates and printed mediums.

8.3. Leamington Athletics Academy will endeavour to offer alternative opportunities where appropriate, although Leamington Athletics Academy are under no obligation to provide such Activities

9. Communication

9.1. All official communications from Leamington Athletics Academy will be disseminated via email, SMS text, WhatsApp, and Website, and shared through social media channels. It is the sole responsibility of the Parent/Guardian to regularly check these platforms for updates and information.

9.2. Any changes to your contact details must be promptly communicated to Leamington Athletics Academy to ensure receipt of all necessary information and updates.

9.3. Leamington Athletics Academy is not responsible for communications being filtered into junk, spam, or phishing folders.

9.4. Leamington Athletics Academy will make every effort to reply to communication in a timely manner however, they are under no obligation to do so or reply in its entirety.

10. Travel

10.1. Leamington Athletics Academy assumes no responsibility for any accidents, incidents, or injuries that occur while travelling to or from activities, including road collisions.

10.2. Parents/Guardians must park responsibly, adhere to all parking regulations, and respect members of the public. Disrespect towards members of the public residents may result in the immediate termination of membership

11. General Provisions

11.1. This Agreement constitutes the entire understanding between the parties regarding the Athlete's participation in Leamington Athletics Academy activities and supersedes all prior agreements or understandings, whether written or oral.

11.2. Leamington Athletics Academy reserves the unilateral right to amend these terms and conditions at any time, without notice and Athlete's continued attendance in the Activities indicates an understanding and agreement to the amended terms.

11.3. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

11.4. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11.5. By agreeing to this you acknowledge that you have read, understood, and agree to our policies, and constitution which can be found on our website.

By agreeing, you acknowledge that you have read, understood, and agree to be bound by these

terms and conditions.

These Terms and Conditions have been reviewed and approved by the Directors, Head Coach, and Chairman of Leamington Athletics Academy.