

# TERMS & CONDITIONS

This version is effective from 01 February 2024.

## Class Terms and Conditions

These terms and conditions apply to all our sessions and classes involving students and our coaches.

### Who do these Terms and Conditions apply to:

- **Us, We, Our** means Keystone & Cook Pty Ltd trading as **Mini Soccer Stars** ABN 47 055 001 040 of 5 Correa Ct, Mt Martha, Vic 3934
- **Student** means the minor (person under the age of 18 years) who is enrolled to participate in the Mini Soccer Stars Classes.
- **You**, means person / persons, adult, parent, carer, legal guardian who attend the Class or any part of it, with the Student and who is responsible for payment of all Fees associated with our services.

### Important Information:

In these Terms and Conditions the following additional definitions apply:

#### 1. Definitions

“**Coach**” means the individual(s), employed by Mini Soccer Stars. Whilst every effort will be taken to maintain the consistency of the Coaches during the Class, Mini Soccer Stars unreservedly retain the right to change the coaching staff where necessary.

“**Class**” means the Mini Soccer Stars services which relate to our Student classes, sessions and/or course.

“**Registration**” means the online form relating to the enrolment of the Student.

“**Fees**” means the cost per Class/session/class as specified on the enrolment form.

“**New Student**” refers to minors (persons under the age of 18 years) who are attending Class for the first time.

“**Premises**” means the venues booked for the running of sessions listed on the website or as otherwise scheduled.

“**Terms**” means these terms and conditions and any special conditions agreed in writing by Mini Soccer Stars and You.

#### 2. Acceptance of Terms and Conditions.

2.1 Please read these terms carefully prior to booking. These terms tell you who we are, how we will provide services classes to You and Students.

2.2 To attend a Class, You (on behalf of the Student) must agree to the terms and conditions set out below. These Terms shall be deemed to have been accepted by You upon payment of Fees by or on behalf of You.

2.4 All agreements relating to the teaching of the Class by Mini Soccer Stars to the Student are subject to these Terms to the exclusion of all other terms and conditions.

2.5 In the unlikely event You fail to abide by these terms and conditions, we may discontinue, cancel or suspend Your agreement with Us.

2.6 You and agree to keep the content of the Mini Soccer Stars Class and the Mini Soccer Stars Training Programme confidential and not to copy or use any aspect of the Mini Soccer Stars Programme directly or indirectly. You agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with Mini Soccer Stars while the Student is a member of Mini Soccer Stars and for a period of two years afterwards.

### **3. Booking, Payment & Cancellation**

#### **3.1 Booking a class**

3.1.1 You can make a class booking online at [www.minisoccerstars.com.au](http://www.minisoccerstars.com.au)

3.1.2 You must provide us with certain personal information to book a class with us. For details of the information we collect please refer to our [Privacy Policy](#).

3.1.3 During the booking process, you will be asked to read and agree to our **Class Terms and Conditions** (this document). Upon completion, You will receive a confirmation email detailing Your booking, information about the time/location of your Class and other information about the programme and the services we provide.

3.1.4 All class timetables are correct at time of publishing. If your class time/location changes, your local provider will contact You.

3.1.5 All of our prices include GST where applicable.

#### **3.2 Class Fees & Payment**

3.2.1 Class Registrations must be paid for in advance and in full prior to the Student commencing the Class. Your initial payment will comprise your first month/or Term of Class Fees as well as the Membership Fees.

3.2.2 Fees are non-refundable under any circumstances whatsoever except with the prior written agreement of Mini Soccer Stars (and subject to terms and conditions provided for in this Agreement).

3.2.3 If we cancel Classes for reasons out of our reasonable control (such as due to an "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, etc), strikes, terrorist activity, or where local

authorities/public guidance advise that classes should be temporarily suspended for health or other reasons), then no refunds nor credits shall be given.

3.2.4 If your Class Fees change You will be notified of Your revised payment schedule by Mini Soccer Stars in writing.

3.2.5 Birthday Parties and Holiday Classes are run separately from our regular Classes. Payment for such functions/events will be taken separately.

3.2.6 When paying online, we will accept: Visa Credit, Visa Debit, MasterCard Credit, MasterCard Debit.

## **4. Cancellation by Us**

4.1 We may cancel or suspend the terms of this agreement at any time at its sole discretion before the Student commences the Class for any reason whatsoever. We shall not be liable for any loss or damage whatsoever arising from such cancellation.

4.2 In the unlikely event of 'last minute' session changes or a cancellation by Us, We will notify you with as much notice as is reasonably possible. We will not reimburse any expenses incurred by You in such instance.

4.3 If We cancel a Class, We will offer You a credit for the value.

4.4 If insufficient Students are booked into a Class, we reserve the right to cancel the Class. In this instance we will offer You either an alternative Class to attend (ie a make up class) or a refund for any remaining Classes after the cancellation.

4.5 You understand that Classes are ongoing and to be used consecutively. No credits or refunds will be issued if You fail to attend or miss a Class (see Clause 6).

## **5. Cancellation of classes/sessions**

5.1. Cancellation rights that are generally available to consumers in accordance with their statutory rights do not apply to Our services for Classes that are provided by Mini Soccer Stars.

5.3 If You seek to cancel a Class must do so in writing. We will confirm the date of Your final Class on confirmation of receipt of notice. No refund or credit will be provided for any Class that is unattended prior to and including the final Class, subject to any Class cancellation by Mini Soccer Stars (pursuant to clause 5).

## **6. Your Responsibility**

### **6.1 You warrant and represent that;**

6.1.1 The information You provide in the Registration Form (whether or not completed and/or signed by You) is accurate in all respects, and You will notify Mini Soccer Stars of any changes immediately.

6.1.2 When attending our Classes, neither the Student nor You (or any other person attending the Premises with the Student for any Class) will be suffering from any contagious illness, disease, injury or anything similar thereto.

6.1.3 You acknowledge and agree that the Student shall be deemed to be under the direction, care and control of You at all times at the Premises and in participation during any Class; and You shall be responsible for the welfare and conduct of the Student throughout the Class and whilst the Student is on the Premises.

6.1.4 You shall fully indemnify and keep indemnified Mini Soccer Stars (and its representatives and personnel) against all injury, loss (including loss of profit), liability, costs and expenses which Mini Soccer Stars shall incur directly or indirectly as a consequence of any action or inaction of You or the Student.

6.1.5 You and the Student are expected to conduct in a civilised and respectful manner at all times towards the Coaches, staff, other customers and any members of the public who are on the Premises. In the event that Mini Soccer Stars determines the behaviour of the Student and/or You to be unacceptable, Mini Soccer Stars shall be entitled to exclude the Student and You (or either of them) from Class and Premises permanently or for such period as Mini Soccer Stars shall (in its entire discretion) determine appropriate.

6.1.6 The standard of behaviour which is to be regarded as unacceptable shall be determined by Mini Soccer Stars at its sole discretion.

6.1.7 No siblings of the Student are permitted to the Premises and only the Student is to participate in the session at that time. Any sibling at the Premises is the responsibility of You at all times. If the sibling needs attention that requires You/Carer to leave the Premises, the Student must accompany You and must not be left with the Coach.

6.1.8 You accept that at times during any Class, there may be appropriate physical contact between the Coach and the Student, which will always be carried out in a professional and caring manner.

## **6.2. Class Rules**

6.2.1 You are the responsible adult for Your child(ren) at all times when attending the Premises. For Health and Safety purposes please supervise your child(ren) and or the Student at all times at the Premises.

6.2.2 Please help us start and finish Classes on time by arriving promptly for Classes. Please let the coaching team know if You leave the Class early for any reason for our emergency evacuation purposes.

6.2.3 You must ensure that all siblings, prams and associated equipment is kept off or as far back from the playing area at the Premises at all times.

6.2.4 You may provide water at the Premises, but no food / water must be consumed on the playing area at the Premises.

6.2.5 To comply with our 'Safeguarding & Child Protection Policy' and best practice, we request that You DO NOT take photographs or videos at the Premises. Whilst our coaches will do their best to enforce a total ban on the use of photographic/film or video equipment at the Premises, due to the nature of our staffs work and the concentration required during the delivery of Classes, we are unable to guarantee a complete ban will be effective, and your cooperation is appreciated. From time to time we may organise class photo shoots, but only where all necessary consents have been obtained.

6.2.6 Please try to keep noise and disturbance from the sidelines of the playing area to a minimum to avoid distracting participants.

6.2.7 Please ensure the Student is wearing athletic clothing and proper footwear during Classes.

## **7. Complaint's Procedure**

7.1 We hope you will be delighted with our service but if you wish to provide Feedback or are unhappy please follow our complaints procedure:

- Speak to the Coach, or telephone Mini Soccer Stars, we will make efforts to resolve the matter to your satisfaction.
- If our response is not satisfactory, please send your complaint in writing to Mini Soccer Stars.

## **8. Website & Social Media Information**

8.1 The material made available at our website, including materials in linked sites directly or indirectly accessible 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. Any reference to linked sites or to third party companies, products or services by name does not constitute or infer its endorsement by Mini Soccer Stars. Mini Soccer Stars has used all reasonable endeavours to ensure that information provided through this website is accurate at the time of inclusion, however it accepts no liability for any inaccuracies, errors or omissions in the site. The information available on the site may be incomplete, out of date or inaccurate. Mini Soccer Stars reserves the right at any time and without prior notice to make changes and corrections to the material on the site. Mini Soccer Stars accepts no liability for any loss or damage of whatsoever nature caused by the use or the inability to use the materials available in this site or any linked site. Mini Soccer Stars has taken all 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 Mini Soccer Stars directly. All images displayed on this website are under the ownership of Mini Soccer

Stars. Agreement to display the photographs has been reached and they are not available to be copied.

## **9. Exclusion of Liability**

9.1 Except in the case of fraud, Mini Soccer Stars, its coaches, servants, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by You, the Student or any other party arising directly or indirectly or in any way connected with the attendance of the Student at the Class/Game (or any part of it) or any other act or omission on the part of Mini Soccer Stars or any of its coaches, employees or agents even if such act or omission is negligent.

9.2 You agree (for and on behalf of the Student) that any claim by You or the Student against Mini Soccer Stars or any coach, employee or agent of Mini Soccer Stars must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

9.3 You acknowledge, warrant and undertake (for and on behalf of You and the Student) that the maximum aggregate liability of Mini Soccer Stars to You and/or student under these terms shall not exceed the Fees.

9.4 All warranties and conditions whether implied by statute or otherwise are excluded from this agreement provided that nothing in these terms and conditions shall restrict your statutory rights at law.

## **10. General.**

10.1 Mini Soccer Stars accepts the service of documents and notice, via email and any notices to be sent by either party to the other shall be sent in writing.

10.2 The failure by either party to enforce at any time or for any period any one or more 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.

10.3 You acknowledge, that You have read and understood the Mini Soccer Stars Privacy Policy found at [www.kickacademy.com.au/privacy](http://www.kickacademy.com.au/privacy).

10.4 We may transfer, assign or novate the terms and conditions of this agreement to a third party at our sole discretion without notice to you, and You consent that this is reasonable.

10.5 You must not transfer Your rights under these terms and conditions in any way to another person, without or prior written consent which may be withheld at our sole discretion.

10.6 If we delay in enforcing any of our rights under this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against

you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not immediately suspend your access to our Classes and or services, but we continue to provide the service, we can still require you to make the payment at a later date.

10.11 Whilst we will try to ensure you always have the same Coaches in a particular Class, we cannot guarantee this as Coaches may fall ill, leave or cancel for personal reasons. On occasion we may also need to have a new Coach join or lead your Class in order to complete their coaches training or assessments. This will in no way affect the quality of your Class.

10.12 We reserve the right to make amendments and or to vary to our Terms and Conditions at any time to reflect changes in our business or legal obligations. The new version will be posted on our website and will take effect immediately upon posting. If applicable these changes will be communicated to all our customers by email. If you book lessons after the new Terms and Conditions have come into effect as part of your booking process you will indicate your agreement to be bound by them.

10.13 This agreement is governed by the laws of Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria.

## Website Terms of Use

This website (**Site**) is operated by Mini Soccer Stars (**we, our or us**). It is available at: [Kwww.minisoccerstars.com.au](http://www.minisoccerstars.com.au) and may be available through other addresses or channels.

**Consent:** By accessing and/or using our Site, you agree to these terms of use and our Privacy Policy (available on our Site) (**Terms**). Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

**Variations:** We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

**Licence to use our Site:** We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

**Prohibited conduct:** You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Site; which we would

consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- b) using our Site to defame, harass, threaten, menace or offend any person;
- c) interfering with any user using our Site;
- d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- e) using our Site to send unsolicited email messages; or
- f) facilitating or assisting a third party to do any of the above acts.

**Exclusion of competitors:** You are prohibited from using our Site, including the Content, in any way that competes with our business.

**No commercial use:** Our Site is for your personal, non-commercial use only. You must not use our Site, or any of the Content, for commercial purposes, including any advertising or advertising revenue generation activity on your own website or any other platform, without obtaining a licence to do so from us.

**Information:** The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

**Intellectual Property rights:** Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights both registered and unregistered) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not:

- a) copy or use, in whole or in part, any Content;
- b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- c) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

**User Content:** You may be permitted to post, upload, publish, submit or transmit relevant information and content (User Content) on our Site. By making available any **User Content** on or through our Site, you grant to us

a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and

b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

**Providing us with testimonials:** We appreciate your feedback. If you review us, or provide us with a testimonial, you permit us to post or otherwise transmit the review or testimonial on our social media or other channels. You can email us and ask us not to do this, at any time.

**Third party sites:** Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

**Discontinuance:** We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

**Warranties and disclaimers:** To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;

b) access will be uninterrupted, error-free or free from viruses; or

c) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

**Limitation of liability:** To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether

direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

**Indemnity:** To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

**Termination:** These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

**Disputes:** In the event of any dispute arising from, or in connection with, these Terms (Dispute), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the party), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

**Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

**Jurisdiction:** Your use of our Site and these Terms are governed by the laws of Victoria. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria, Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make

no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

**For any questions and notices, please contact us at:**

4Keystone & Cook Pty Ltd trading as Mini Soccer Stars ABN 47 055 001 040

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