

Hoop Haven Ltd Terms and Conditions

1. Information about us and how to contact us

1.1 Who we are: We are Hoop Haven Ltd, a company registered in England and Wales. Our company registration number is 15083397 and our registered office is at 115 Ferme Park Road, London, England, N8 9SG.

1.2 All references to Hoop Haven shall, where appropriate, include Hoop Haven Limited, companies trading as Hoop Haven that have been authorised by Hoop Haven Limited and/or the appointed Hoop Haven regional franchise office that provides you with the course(s) from time to time.

1.3 These are the terms and conditions on which our Franchisees are licensed to provide Hoop Haven classes and supply their services to you. The specific Franchisee will be notified to you when you book your class. All customers are expected to abide by the terms and conditions set out below.

1.4 Please note that we are not the provider of the classes, and your contract is between you and the Franchisee.

1.5 Please read these terms and conditions carefully. These terms and conditions tell you who we are, how the Franchisees will provide services to you, how you and the Franchisees may change or end the contract, what to do if there is a problem and other important information.

1.5 How to contact us. You can find the contact details of your local Hoop Haven office by going to <https://www.hoophavenbasketballclub.com/finder/> and entering your postcode and selecting a location.

1.6 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you booked. In some cases, we may use SMS as a means of communication.

1.7 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

2. What we do

2.1 Basketball lessons – Hoop Haven provides basketball lessons to customers of all ages and abilities. All our teachers are qualified to a Nationally Recognised Standard. Due to the specialist nature of providing basketball lessons, certain Franchises and locations may not offer all ranges of services. **It is important to note a learner’s development is unique, based on a range of factors including their engagement in lessons and regularity of attendance.**

Hoop Haven cannot make any guarantees on the rate of progress of a learner and customers are paying for the lesson and not for an attainment outcome.

2.2 Products – Hoop Haven sells and provides a range of sporting products to support learners.

2.3 Resources – Hoop Haven provides a range of educational resources to support the learning journey away from our lessons. These include educational content to help reinforce what is covered in our lessons.

3. Lesson Fees – General Terms

3.1 Hoop Haven currently offers clients two ways to pay:

3.1.1 Pay in Advance: booked in blocks of lessons in advance; and

3.1.2 Pay Monthly: rolling 30-day contract with the ability to cancel any time online with 30 days' notice – this does not include any Force Majeure circumstances i.e. National Lockdown.

3.2 Different terms apply depending on which choice you make which are set out below.

3.3 Please note Pay Monthly may only be offered for certain course types and is only available at participating Hoop Haven Franchises.

3.4 You will be informed of the options available to you at the time of booking.

3.5 The Lesson Fees include two elements:

3.5.1 the lesson itself;

3.5.2 Hoop Haven Membership which covers the provision of educational resources that support the lessons;

3.5.3 in the event of a credit being applied to the account due to a lesson being cancelled by Hoop Haven only the portion that relates to the lesson will be credited, this amount can be found on your online account which can be accessed at: <https://www.hoophavenbasketballclub.com>

3.5.4 Any credit is valid for 12 months from the date of issue.

3.6 Please note certain venues attract a 'Non-Member Fee' detail of which are below at paragraph 7.

3.7 Once your booking is in place you will receive a confirmation email detailing what you have booked and providing you with links to relevant class and venue information, our latest Terms & Conditions and access to your personal online account page where you can view

your payment details at which point a contract will come into existence between you and the relevant Franchisee.

3.8 It is your responsibility to change the generic online account password issued by Hoop Haven for first access or when re-setting a forgotten password via your local office. This should be a confidential password, unique to you, which you should keep safe and secure.

3.9 Fees can only be paid online via the Hoop Haven booking system which can be accessed at <https://www.hoophavenbasketballclub.com>. **Please note payment should not be made to teachers under any circumstances and your lessons may not be deemed paid if payment is made to teachers directly.**

3.10 All fees and charges are itemised and available to view on your online account which can be accessed at: <https://www.hoophavenbasketballclub.com>

3.11 Any initial lesson with Hoop Haven is an Assessment Lesson where our Basketball Teachers will ensure the player is in an appropriate class for them. Please be aware, any changes in class may result in a different day and time being offered.

4. Pay in Advance Lesson Fees and Payment

4.1 Lesson fees:

4.1.1 Fees for private (1:1 or 1:2) or group lessons vary from court to court depending on local factors. For specific details please refer to your local Hoop Haven Booking Office or check on the Hoop Haven website at <https://www.hoophavenbasketballclub.com>

4.1.2 All course fees must be paid in full in advance of the start date of a course.

4.1.3 Payment can on be made via Credit Card only, online at <https://www.hoophavenbasketballclub.com>

4.1.4 Players may not be allowed to participate in any basketball lessons until the fees are paid in full.

4.2 Payment of Fees: Any lessons paid for, but not taken within a period of 3 months will be deemed to have been taken at which time there will be no refund offered.

5. Pay Monthly Lesson Fees, Payment

5.1 Lesson Fees:

5.1.1 Hoop Haven offers a Pay Monthly option for customers that offers great value and convenience. Pay monthly customers benefit from:

- Worry free automatic reenrolment on the next course – the player's place within the class is secure;
- Lower lesson monthly cost with the added benefit of paying monthly;
- Easy to cancel online, anytime; and

5.1.2 This Pay Monthly option is offered with no minimum contract term. The notice period for cancellation is 30 days and you can cancel online, any time. This does not include any Force Majeure circumstances i.e., National Lockdown.

5.1.3 The Pay Monthly price is calculated based on a 40-week teaching year not inclusive of holidays where teaching does not take place. In the event a franchise area teaches for a different number of weeks this will be reflected in the monthly amount you pay.

5.1.4 We will notify you of any changes to the monthly amount at least 30 days before it is due to change.

5.1.5 Learners may not be allowed to participate in any lessons if monthly payments have been missed

5.2 Payment of fees:

5.2.1 When booking your lesson our system will advise you of the monthly fee which is payable in advance.

5.2.2 Our policy is to hold one month as a deposit which will be returned to you, less any amounts due, upon cancellation. Please be aware we will not give credit for lessons within the 30-day notice period if you choose or are unable to attend.

5.2.3 The deposit is payable each time a contract is taken out with Hoop Haven, even if a customer leaves or joins in quick succession. Your attention is drawn to the fact this would make cancellation and re-joining within 30 days result in no cash saving.

5.2.4 Payment can on be made via Debit/Credit Card only, online at <https://www.hoophavenbasketballclub.com>

5.2.5 We do not accept payments via American Express

5.2.6 If your account is in credit, the initial payment will be made up of the remainder of the current month and a full month in deposit. Your credit will then be used to offset your subsequent monthly payments.

5.4 Pay Monthly Cancellation:

5.4.1 You can cancel your Monthly Plan anytime, online via your account at <https://www.hoophavenbasketballclub.com> – please note all Pay Monthly plans are subject to 30 days notice.

5.4.2 The system will allow you to choose the date of your last lesson and advise you of any charges you are due to pay or credits you are due to receive including the deposit.

5.4.3 Any credits on your final balance including any additional credits that accrue during the 30-day cancellation period, can be repaid to you after your last lesson with Hoop Haven.

5.4.4 To request repayment of any amounts due please Contact your local Hoop Haven office via <https://www.hoophavenbasketballclub.com> where we will endeavour to process this within 15 working days.

5.4.5 For security reasons, Credits can only be applied to the card used to make payment.

6. Hoop Haven Membership – Pay Monthly and Pay in Advance

Hoop Haven Membership is a mandatory part of having a lesson at Hoop Haven and covers a wide range of educational content that is used in our lessons with supporting materials available to support learning away from the court.

8. General Terms

8.1 Your rights to change your mind

8.1.1 In accordance with the Consumer Contract Regulations 2013 you have the right to change your mind where you have purchased goods or services online. Under these regulations, you have 14 days after the day we email you to confirm we have accepted your order during which you can change your mind and get a full refund of any monies paid to us. To do so please contact us by email or telephone and we will arrange for the cancellation and refund of your money.

8.1.2 We will refund you the price you paid us by the method you used for payment. We will make any refunds due to you as soon as possible and, in any event, within 14 days of you telling us you wish to exercise your right to change your mind.

8.1.3 You must note that once you have used credits purchased to book a lesson you will lose your right to change your mind, even where the 14-day period is still running.

8.1.5 If there is insufficient balance available, we reserve the right to charge any amounts due under the Continuous Payment Authority granted to us at the point of booking.

8.2 Cancellations and refund policy

8.2.1 Group courses:

(a) Prior to the commencement of a course of lessons Hoop Haven tuition may be cancelled without charge by giving not less than 24 hours' notice by calling or emailing the Hoop Haven booking office; and

(b) Notice of a cancellation by you of a course within 24 hours of the commencement of that course of lessons will result in the full fee being due or deducted from any credit balance as appropriate.

(c) Once a course has commenced, no refund is permitted in the event of non-attendance

8.2.2 Private lesson(s)

(a) Hoop Haven private lessons may be cancelled without charge by giving not less than 24 hours' notice to the Hoop Haven booking office

(b) Notice of a cancellation of a private lesson within 24 hours of the start of that lesson will result in the full fee being due or deducted from any credit balance as appropriate, unless Hoop Haven is able to find a replacement customer for the slot you have cancelled;

(c) Once a course has commenced, no refund is permitted in the event of non-attendance of the customer for any reason; and

(d) Any lessons paid for, but not taken within a period of 12 months will be deemed to have been taken at which time there will be no refund offered.

8.2.3 Method of cancellation

(a) notice to the Hoop Haven booking office;

(b) please note that a message left on an answer phone or voicemail is not considered as satisfactory notice; and

(c) that the Hoop Haven offices are closed at weekends.

8.3 Adverse Weather Conditions Unfortunately, in this country, we are often on the receiving end of some really bad weather. Heavy rain, gale force winds, snow, ice, etc! This can sometimes result in a venue being closed because the venue's staff can't get to work. If this happens, we will let you know with as much notice as possible. A credit will be applied to your account or, if possible, a catch-up lesson will be offered. You will be free to elect whether to take the credit or the catch-up lesson. But if the venue is open, our lessons will go ahead. Where a lesson does go ahead and you don't attend, we won't credit any missed lessons.

8.4 Player Medical Details/Additional Support Needs (ASN)

8.4.1 At Hoop Haven, player Medical Details and Additional Support Needs (ASN) information are essential for the safe running of our classes and for reference in emergency situations. Adult players, parents and carers of players under 16, are reminded that it is their responsibility to supply up to date, relevant Medical Details and/or ASN information at least every 12 months and when there are any changes to a player's medical condition and/or ASN. If the player is under 16 years of age their parent or guardian should provide these details on their behalf.

8.4.2 Medical/ASN details can be updated at any time via your online account at <https://www.hoophavenbasketballclub.com/>. You will also be prompted to complete the medical information when logging in if medical details are:

- (a) not present;
- (b) incomplete; and/or
- (c) have not been updated in the last 12 months

8.4.3 Please note that you will not be able to access the rest of your account until medical details have been updated where required.

8.4.4 Hoop Haven will not be liable in any way should details have been completed inaccurately or incompletely.

8.4.5 Hoop Haven keeps all such records entirely secure and only accessible by specified individuals within the organisation.

8.4.6 All information obtained will be kept in accordance with all relevant data protection laws as are in force and in place from time to time, as well as in accordance with Hoop Haven's Privacy Policy, copies of which are available on Hoop Haven's website at <https://www.hoophavenbasketballclub.com/>

8.5 Valuables: Hoop Haven has no control over valuables or storage of valuables. Hoop Haven Ltd will not accept liability for the loss of or damage to any personal effects brought

by a player to any session and you are therefore requested to ensure that no valuable items are brought to the lessons.

8.6 Attendance:

8.6.1 Players, parents, guardians, siblings or all other associates, must observe the venue entry rules and respect all other venue rules whilst in the venue. Venue staff shall retain the right to refuse admission and in such circumstance Hoop Haven will not be liable for, or offer, any refunds or credits for any missed lessons or classes.

8.6.2 For health and safety reasons Hoop Haven requires that players do not go to the sports hall/court more than 5 minutes prior to the commencement of their lesson.

8.6.3 Where the player is a child, they must be collected from the venue no more than 5 minutes after the lesson has ended. No child will be released until they are collected by an appointed responsible adult.

8.6.4 The responsible adult must be contactable for the duration of the lesson.

8.7 Teachers

8.7.1 Hoop Haven, only work with Independent basketball coaches who are fully qualified and have current Enhanced [DBS Disclosure](#) from England and Wales, [Disclosure Scotland](#) and [Access Northern Ireland](#).

8.7.2 Hoop Haven will endeavour to provide consistency with teachers on a week-to-week basis for the instruction of Group & 1-1 Lessons.

8.7.3 The suitability and subsequent appointment of a teacher shall be at the absolute discretion of Hoop Haven at all times.

8.7.4 Should a teacher start to teach a course but fail to complete the full course of lessons, which have been paid for, this will not constitute grounds for full or part refund of fees as long as Hoop Haven find a suitable replacement teacher to teach the remainder of the course. Should Hoop Haven not be able to find a suitable replacement teacher, a credit will be offered towards the cost of a future course once a suitable teacher has been found. It remains at the absolute discretion of Hoop Haven to offer the alternative of a refund in such circumstances.

8.7.5 If you have any concerns as to the conduct or suitability of a Hoop Haven teacher, please contact the Hoop Haven office who will discuss the matter with you and attempt to address any concerns you may have.

8.8 Behaviour

8.8.1 Given the inherent dangers with basketball all those attending a Hoop Haven class or lesson, including the responsible adults and those attending with the responsible adult, must obey all instructions and commands issued by Hoop Haven, the instructor and any venue staff.

8.8.2 In the event of a player, parent, guardian, sibling or other associate refusing to obey an instruction from a member of staff, or behaving in an unruly manner towards a member of staff, or any other person or causing damage to the premises, or any of the furniture fixtures or equipment in those premises the player shall not be permitted to continue with the lessons.

8.8.3 In such circumstances Hoop Haven Ltd shall then have the right to terminate the contract and the player shall not be accepted for any future course organised by Hoop Haven Ltd anywhere. Hoop Haven shall refund any charges paid for courses not taken following termination.

8.9 Condition of Court and Venue premises

8.9.1 Whilst Hoop Haven will make all reasonable efforts to ensure that the condition of the premises is in suitable condition, we do not accept liability for any injury to a player which may be caused by any defect that Hoop Haven has no reasonable control over.

8.9.2 If you have any concerns or comments regarding the condition of the premises, please let the instructor know and we will do our best to deal with it in a timely manner.

8.10 Transmission of infections: Any player known to be or found to be suffering from any infectious ailment or condition will not be allowed to participate in the lesson and it is the responsibility of each player or (in the case of a child player) the parent or guardian of the player to ensure that the player is fit and well enough to participate. Hoop Haven will not accept liability for any infection passed to a player by another player on the course or on the court.

8.10.1 If the player has Diarrhoea, they are highly infectious. As a result, they must not play until 48 hours AFTER symptoms have stopped.

8.10.2 COVID – 19: You must not attend lessons if you or your child is suspected of having or being in contact with someone who has tested positive for COVID-19. You must follow UK Government guidelines with respect of COVID-19 – www.gov.uk/coronavirus

8.11 Our responsibility for losses or damages suffered by you

8.11.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use

reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

8.11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to our services.

8.12 Client safety rules

8.12.2 No player should enter the playing area without a member of Hoop Haven staff being already present.

8.12.3 There must be no food or drink in any of the venue facilities. Players, siblings, parents and guardians are expected to observe all of the venue's policies, including no-smoking policies.

8.12.5 It is forbidden under all circumstances to use mobile phones and/ or audio-visual equipment in the changing rooms. It is forbidden under normal circumstances to use mobile phones and/or audio-visual equipment whilst on courtside. No mobile phones and/ or audio-visual equipment of any kind are allowed during lessons. If Hoop Haven has reason to believe you have breached this policy it will remove you, and any child you are attending with, from the lesson and you will not be allowed to attend any further Hoop Haven lessons anywhere. Hoop Haven also reserves the right to refer any matters of this nature to the relevant authorities.

8.12.6 Any other facilities that may be available at the venue (such as gymnasiums, spas and other leisure facilities) are only available to be used by venue members in accordance with venue rules and after the payment of any relevant charges direct to the venue. Hoop Haven has no control or say over the use of any such facilities.

8.12.7 The member who registers a player with Hoop Haven must bring the child to the lesson, unless you have advised us of an appropriate adult to collect the player on your behalf.

8.13 Disclaimer By attending a course you do so fully in the knowledge that whilst Hoop Haven will do all that it can to ensure the safety of those it is providing lessons to, accidents can happen. Basketball is, by its nature, a dangerous activity that has an inherent risk of injury or death. By attending a Hoop Haven course, you are accepting this inherent risk and acknowledge that none of Hoop Haven, its nominated franchisees nor any of the venue owners shall be liable for any death, personal injury or illness not caused by its or their negligence. **Nothing in this disclaimer shall limit or exclude Hoop Haven's liability for death or personal injury where such death or personal injury is caused by Hoop Haven's negligence.**

8.14 Dispute resolution

8.14.1 We hope you will be delighted with our service.

8.14.2 In case of any dispute, please write to us at either:

(a) Hoop Haven Ltd., 115 Ferme Park Road, London, England, N8 9SG.

(b) info@hoophavenbasketballclub.com

8.14.3 Your correspondence will be forwarded to the appropriate Hoop Haven Franchise Office who are responsible for all aspects of Customer Service within their franchise areas.

8.14.4 Hoop Haven Ltd is a Franchise Support Centre and does not exist for the resolution of customer disputes. If you are not satisfied with how your local office has handled your concerns, please do write to us at the above address and we will investigate the matter.

9. Hoop Haven's Website

9.1 The content of all of the pages of this website is for your general information and use only. It is subject to change without notice. Neither Hoop Haven nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and material may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

9.2 Your use of any information or material on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

9.3 All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

9.4 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

9.5 You may not create a link to this website from another website or document without prior written consent from Hoop Haven.

9.6 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

9.7 Unauthorised use of this website or any content therein may give rise to a claim for damages against you and/or may be a criminal offence.

9.8 Any dispute arising out of use of the website is subject to and governed by the laws of England and Wales.