

Beth Tweddle Curriculum Booking Form



1 - SCHOOL/ORGANISATION DETAILS

School/Organisation Name: Barton Clough Primary School
Address: Audley Avenue
Stretford
Manchester
M32 9TG
Contact Name: Danielle North
Contact Position: PE Co-ordinator
Daytime Contact Number: 01617487359
Evening Contact Number:
E-Mail Address: dnorth@bartonclough.trafford.sch.uk

2 - BOOKING DETAILS – FACILITY

Start date: 07/01/2021 / YYYY
End date: 01/04/2021 / YYYY
Day of Class Delivery: Thursday
Start time: 9:00am
End time: 4:00pm
Any Exclusive Dates: DD / MM / YYYY
Number of Classes on Contract: 7
Year Groups on Contract: Rec to Y6

3 - FACILITY DETAILS

Space for Delivery: Hall
(e.g. Sports Hall)

Please list the quantity of each item of:

Floor Mats Springboards Safety Mats Vaults or Trestle Tables
 Ribbons Hoops Balls Bags Skipping Ropes

4 - PUPIL DETAILS

We have two SEN classes of 10 children that would require additional support - extra staff will be available to support them.

Medical conditions or disabilities that our coaching staff may need to be aware of:

Pupil Details - Continued

5 PAYMENT DETAILS

Bacs Payment Cheque

Agreed fee:
VAT:

Cheques payable to 'Total Gymnastics Academies Ltd' or pay by BACS to:

Account No. 41599747 Sort Code: 40-15-21

(Please quote the invoice number as the reference.)

If you require us to provide a purchase order (PO) number on our invoices to you, please insert this in the box below:

PO NUMBER / REF:

Upon Total Gymnastics Academies receiving this booking form, we will require a purchase order number or a reference from the school or organisation before we can confirm. The booking will be held provisionally for a 2 week period for the school or organisation to send this purchase order number or reference, against which an invoice will be raised by Total Gymnastics Academies for the full term of the contract plus VAT. If the purchase order number or reference is not received within this 2 week period, the booking slot you have requested may be offered to another school or organisation.

6 - TERMS & CONDITIONS

I have read and understood Total Gymnastics Academies Ltd trading as Beth Tweddle Gymnastics terms and conditions (overleaf) and agree that my school/organisation will comply by them.

PRINT NAME:

(Authorised signatory in charge)

SIGNATURE:

DATE: DD / MM / YYY

TOTAL GYMNASTICS ACADEMIES LTD

PAYMENT PROCESSED PURCHASE ORDER NUMBER RECEIVED

SIGNATURE:

DATE: DD / MM / YYY

1. Basis of contract

- a. The booking form overleaf (Booking Form) constitutes an offer by the customer (being the school, individual or organisation set out on the Booking Form, (Customer, you)) to purchase the gymnastics coaching services (Services) to be provided by Total Gymnastics Academies Ltd trading as Beth Tweddle Gymnastics (BTG, we) to pupils of the Customer (as set out on the Booking Form) in accordance with these conditions.
- b. The Booking Form shall only be deemed to be accepted when it is signed for and on behalf of BTG, at which point and on which date the contract between BTG and the Customer for the supply of Services in accordance with these Conditions (Booking) shall come into existence.
- c. These Conditions apply to the Booking to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- d. BTG shall use all reasonable endeavours to meet any performance dates/times specified in the Booking Form, but time shall not be of the essence for performance of the Services.

2. Payments

- a. The Customer shall be responsible for payment and any other charges to do with the Services. All agreed fees set out on the Booking Form, payable by the Customer under the Booking, are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Booking by BTG to the Customer, the Customer shall, on receipt of a valid VAT invoice from BTG, pay to BTG such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- b. Invoices shall be issued by BTG per academic term in advance (unless otherwise agreed in writing) and must be paid by the Customer within 28 days of receipt. Failure to do so may result in your Booking being cancelled and we may charge you interest on the overdue sum from the due date until the date of payment, whether before or after judgment, such interest to accrue on a daily basis at 4% a year above the Bank of England's base rate from time to time (but at 4% a year for any period when that base rate is below 0%).
- c. We reserve the right to review prices from time to time and will notify Customers of the revised prices with a minimum of 28 days' notice.

3. Cancellations by BTG

- a. BTG reserve the right to refuse or cancel any classes, lessons or Sessions as set out on the Booking Form (Session) without giving any reason. If a Session is cancelled by BTG, a replacement Session, within the same academic term as the cancelled Session, may be provided by BTG at its discretion.
- b. If a replacement Session cannot be arranged during the same academic term as the cancelled Session, a refund will be given to the value of the cancelled Sessions, or a deduction made from the invoice for the subsequent academic term if the Customer makes a Booking for the subsequent academic term.
- c. If BTG elects to pay a refund under paragraph b.

above, such refund shall be BTG's sole financial remedy for any expenditure incurred or loss sustained by the Customer arising from the cancellation.

4. Cancellations by the Customer

- a. All Sessions that the Customer wishes to exclude from the Booking must be confirmed on the initial Booking Form, or in writing to BTG's relevant account co-ordinator.
- b. The Customer acknowledges and agrees that once Sessions are booked, BTG engages a coach to deliver all Sessions within the Booking. Any Session cancelled by the Customer after the commencement of the Booking will not be reimbursed by BTG.
- c. At BTG's absolute discretion, a Session may be rearranged with one week's prior written notice by the Customer, providing that BTG have a coach available during the requested replacement time slot and such replacement Session is delivered in the same week of the cancelled Session. If BTG do not have a replacement coach for the time requested, the Customer will not be reimbursed for the missing Session.

5. BTG Obligations

- a. BTG personnel, including any person carrying out the Services on behalf of BTG (BTG Personnel), shall be entitled to access the facility set out on the Booking Form (Facility) 15 minutes before each Session begins to allow for changing and set up time.
- b. BTG shall effect and maintain Public Liability Insurance with a cover of £5m (the "insurance") to cover BTG's liabilities that may arise under or in connection with the Booking.
- c. BTG shall provide the Services with reasonable skill and care.
- d. In relation to provision of the Services, BTG will only engage with qualified coaches. All coaches will be members of and insured by British Gymnastics as the National Governing Body and will all hold an enhanced DBS disclosure.
- e. Obtain any licences required for regulated entertainments (e.g. plays, dancing, playing recorded music) and will give a copy of any such licenses to the Customer in advance.
- f. Comply with any reasonable security arrangements notified in writing at least one week in advance by the Customer.
- g. Use reasonable endeavours to return all gymnastics apparatus to its original place at the end of the Session.

6. The Customer's Obligations

The Customer agrees to the following:

- a. BTG Personnel will be provided with any necessary access codes, or other entry requirements, for entry into the Facility or associated areas required for the provision of Services. The Customer shall ensure the Facility is prepared to a state ready for BTG to provide the Services prior to the scheduled start time of each Session.
- b. The Customer shall comply with all applicable laws and shall be solely responsible for the provision of all health and safety procedures at the Facility, including the provision of evacuation procedures and shall ensure that BTG Personnel are familiar with the escape route should an

emergency occur. These must be sent in writing to the applicable BTG co-ordinator at least one week before the commencement of the first academic term of the Booking.

- c. Pupils receiving the Services must always be accompanied by their class teacher (or a suitable replacement teacher or teaching assistant selected by the Customer) who must be present and participating at all times throughout the Session to ensure the safety and manage pupils behaviour within the Session. (The teacher or assistant may also receive CPD training by assisting the coach.) This includes any breakfast, lunchtime or after-school club Sessions. The parties acknowledge and agree that breach of this provision by the Customer shall constitute a material breach, incapable of remedy, for the purposes of Condition 9 below.
- d. The Customer shall be responsible for all First Aid provision in relation to each Session for the duration of the Booking and, subject to Condition 9 (a), BTG accepts no liability in this regard.
- e. The Customer will keep a record of the contact details (and any medical information as requested on the Booking Form) of all the pupil's parents or legal guardians at the Facility in case of an emergency. The Customer shall ensure that this information is accessible to BTG Personnel and any security personnel, or other applicable Customer staff or personnel, at the Facility during the delivery of each Session. BTG is not responsible for, and shall have no liability in relation to, any information required and/or provided under this clause.
- f. The Customer will remain responsible for dismissing pupils at the end of the school day, or following an after-school club Session. In no circumstances shall BTG be responsible, and BTG accepts no liability in relation to, dismissing pupils from the Facility.
- g. During all Sessions delivered within the hours of normal school teaching time, there must be no more than 35 children in the Session. For all breakfast, lunchtime or after-school club Sessions, there must be no more than 20 children in the Session. These maximum pupil limits per Session are required for BTG's insurance and / or safety and quality of service purposes. If the Customer attempts to exceed these pupil limits in any Session, BTG shall be entitled to cancel the Session. BTG shall have no liability in relation to any Session cancelled pursuant to this clause.
- h. It is recommended that during a breakfast, lunchtime or after-school club, the classes are delivered to KS1 and KS2 separately to ensure the best provision can be given.
- i. Any pupil that requires 1:1 supervision, must have a teacher or teaching assistant (additional to the teacher or teaching assistant required under Condition 6 (c) above) present to ensure such 1:1 supervision for the duration of the Session.
- j. The Customer may change the Facility to another facility within the school premises during scheduled examinations provided it gives BTG no less than one week's prior written notice of such change.
- k. The Customer shall co-operate with BTG in all matters relating to the Services.

- l. The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- m. The Customer shall inspect all equipment supplied by it to BTG (for BTG's use in providing the Services) prior to each Session and ensure that it is in safe working condition. The Customer shall maintain all such equipment in safe working condition throughout the Booking and BTG shall have no liability in relation to the same.

7. Force Majeure

Neither party shall be liable nor responsible for any failure or delay in the performance of this Booking caused by events, accidents or circumstances beyond its reasonable control including (without limitation) strike, lock-outs or other industrial disputes, act of God (including storm, earthquake, floods or other natural disaster), fire, explosion, acts of third parties, failure or interruption of utility source (including electricity, gas, water or telephone) of energy sources, act of terrorism, war, riot or compliance with any law or government rule.

8. Data Protection Act

For the purposes of this Condition, Data Protection Legislation means: (i) the Data Protection Act 1998; (ii) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and (iii) any successor legislation to the GDPR or the Data Protection Act 1998.

- a. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- b. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and BTG is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- c. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation) to BTG for the duration and purposes of this Booking.
- d. BTG shall, in relation to any Personal Data processed in connection with its performance under this Booking:
 - i. process that Personal Data only in accordance with the Customer's instructions;
 - ii. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - iii. ensure that all BTG Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - iv. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained;
 - v. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation);
 - vi. notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - vii. at the written direction of the Customer,

delete or return Personal Data and copies thereof to the Customer on termination of the Booking unless required by applicable law to store the Personal Data; and

viii. maintain complete and accurate records and information to demonstrate its compliance with this Condition.

9. Liability

- a. Nothing in the Booking shall limit or exclude BTG's liability for: death or personal injury caused by its negligence, or the negligence of BTG Personnel; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.
- b. Subject to Condition 9 (a), BTG shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Booking for: (a) loss of profits, anticipated savings, sales or business; (b) loss of use or corruption of software, data or information; (c) loss of or damage to goodwill or reputation; or (d) any indirect or consequential loss of any kind.
- c. Subject to Conditions 9 (a) and (b), BTG's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Booking shall be limited to the total fees paid under the Booking.

10. Termination of this Booking

- a. This Booking shall automatically expire following completion of the final scheduled Session.
- b. This Booking may be terminated by BTG giving one month's written notice to the Customer at any time. Without affecting any other right or remedy available to BTG, this Booking may be terminated by BTG immediately on written notice if the Customer fails to pay any amount due under the Booking on the due date for payment.
- c. This Booking may be terminated immediately on written notice by either party to the other if:
 - i. the other party commits a material breach of any term of the Booking and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; or
 - ii. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business..
- d. Bookings will be issued one academic term at a time, each such term requiring the return of a Booking Form.
- e. On termination of the Booking the Customer shall immediately pay to BTG all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, BTG shall submit an invoice, which shall be payable by the Customer immediately on receipt. Any provision of the Booking that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Booking shall remain in full force and effect.

II. General

- a. Any variation to this Booking shall only be valid if made in writing and signed by or on behalf of both parties.
- b. BTG may at any time assign, subcontract or deal in any other manner with any or all of its rights and obligations under the Booking. The Customer shall not assign, subcontract or deal in any other manner with any of its rights and obligations under the Booking without the prior written consent of BTG.
- c. The Booking constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Booking it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Booking. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Booking.
- d. Any notice or other communication given to a party under or in connection with the Booking shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- e. Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, save that each party may disclose the other party's confidential information to: (i) its employees, officers, representatives, permitted subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Booking (provided such person complies with the confidentiality obligations of this Condition); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Booking.
- f. The Booking, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Booking or its subject matter or formation.