

Terms and Conditions

1. Participants' eligibility

Our Services are designed for participants who are currently between the ages of five and fourteen years. We neither represent nor warrant that the Services are suitable for children with special needs including but not limited to, children with mental health or physical disabilities. Parent/s and Legal Guardian/s are legally obliged to disclose any pre-existing physical or mental health issues and conditions at the of online booking. The Company reserves the right, in its sole discretion, to cancel any bookings and issue a full refund if we are of the view that our Services are not suitable for the participant.

Please note - Parent/s or Legal Guardian/s failure to disclose any pre-existing physical or mental conditions will be deemed to be a breach of this Agreement. In the event of such breach the Company may terminate this Agreement without incurring any liability.

2. JBA Camp - Terms and Conditions

The Company offers basketball camps for children between the ages of five and fourteen years during school holidays. All camp dates, times and locations are listed on www.juniorbasketballacademy.com.au.

- **Online Booking and Payment**

All service fees on our website are quoted in AUD. The Company reserves the right to change its service fee without giving any notice to you. Please be assured that any change in our service fee will not impact any confirmed bookings.

You will be required to provide us your contact details such as your phone number at the time of your booking. It is imperative that you provide us with current and accurate information only. You understand that we rely upon the accuracy of this information to contact you in the event of any emergency and we will not be held responsible for any loss, damage or cost incurred by you as a result of your failure to provide us with correct contact details.

You can book any number of days that you want your child to attend across the Camp Season. Once you make your selection, you can proceed to make the payment for your booking using any major credit or debit card. We currently use the secure Stripe payment processor for processing all online payments.

Please note that we do not hold your credit card or billing information on our records and all financial information is collected and managed by Stripe Inc. By making a booking through our Website, you further agree to abide by

Stripe's terms and conditions. To learn more about the legal policies and practices of Stripe Inc please click [here](#). It is solely your responsibility to review your booking before authorizing any payments to ensure that you are booking the right dates and number of participants. All cancellations and refunds will be in accordance with the cancellation and refund policy outlined below.

Upon receipt of your booking, you will receive an automatic confirmation email from us. Your booking is deemed to be in the nature of an offer to purchase our Service. We review each booking request to ensure that our Service is suitable for the participant. Please note that we do not have any legal or moral obligation to accept any bookings and we may cancel a booking and issue you a refund if we are of the view that we are unable to deliver the requested Service or our Service is not suitable for your child.

- **Late Bookings**

Although we want all participants to go home with promised camp deliverables, you understand that these items are made to order and we are unable to guarantee them in the case of late bookings. If we receive your booking request less than 3 days before the camp start date, we are unable to offer you any guarantees that the participant will receive any or all camp deliverables including but not limited to JBA branded t-shirts and certificate.

We charge an additional \$30 administrative fee for all bookings made on the day of the camp.

- **Returns Policy**

Parent/s and/or Legal Guardian/s are responsible for checking the branded t-shirts are the right size and are free from defects at the time of delivery. We do not accept any returns or offer any refunds for branded items of clothing after a participant has accepted them. You may request to purchase another t-shirt for an additional \$25.

- **Drop-off and Pick-up**

Unless expressly agreed otherwise, all participants must be dropped off at the agreed venue 10 minutes before session start time and picked up within 10 minutes of session end time by the parent/s and/or legal guardian/s.

Although Parent/s and/or Legal Guardian/s are allowed to stay at the venue and watch their child/children during the course of the Camp, Parent/s or Legal Guardian may not interfere with the Coach's work during the course of the Camp. Any act of sideline coaching from parents including yelling at any participant or our Coaches will not be accepted and we may request such parents or legal guardians to leave the venue. The Coach may, in his/her sole discretion decide to invite the Parent/s or Legal Guardian/s to participate.

Unless expressly provided in writing by the parent/s or legal guardian/s, all pickup and drop off must be made by the parent/s or legal guardian of the participant. In the interest of maintaining child safety, we do not allow participants to be picked up by any unauthorised person. If the participant will be arriving and leaving the camp unaccompanied, please clearly communicate this to us at the time of your booking.

A late pick up of \$10 for every 15 minutes will be charged for all participants who are not collected within 10 minutes of session end time.

- **Parent's and/or Legal Guardian's obligations**

- Parent/s and/or Legal Guardian/s must pay for any damage to any property caused by the Participant either intentionally or as a result of negligence;
- Parent/s and/or Legal Guardian/s are strictly prohibited from offering/making any cash payments to our Coaches;
- Parent/s and/or Legal Guardian must explain and discuss the behavioural guidelines and participant's obligations as set out in this Agreement with the Participant before the start of the Camp.
- Parent/s and/or Legal Guardian must ensure that the participant does not bring any valuables or prohibited items to the Camp.

- **Participant's Obligations**

- Participant must remain inside the venue until such time that the authorized person picks them up;
- Participant understands that leaving the venue when specifically instructed by the Coach not to do so will be a serious violation of this Agreement. The Company will not be held liable for any claim, loss or action arising from such violation and it is solely your responsibility as the Parent/s and/or Legal Guardian of the participant to emphasise the importance of Coach's instruction in this regard;
- Participants are strictly prohibited from leaving the venue with any person other than the person who is authorized by the parent/s or legal guardian/s to pick up the participant;
- Participants must notify the coach when they take a toilet breaks and they should never do so without a partner/buddy accompanying them;
- Participants are solely responsible for their personal belongings such as mobile phones, tablets or any other valuables. We will not be held responsible for any loss or damage to your valuables unless it is directly caused by our staff member;
- Our Camps are a peanut free zone and participants are strictly prohibited from bringing any peanuts to the Camp

- **Venue and Service**

We make our best effort to deliver our service as specified at the time of your booking, however you understand and accept that we are unable to offer any guarantees. If for any reason we are unable to secure the specified venue or

our secured venue is unsafe or unsuitable to conduct the basketball camp, we reserve the right to arrange a suitable alternative venue to continue the service or organise an alternative fun activity for participants.

- **Cancellations by Parent/s or Legal Guardian -**

If you wish to cancel your booking, please send us an email at: info@juniorbasketballacademy.com.au with the word "Cancellation" in the subject line or alternatively call us at 0424 335 911.

Any cancellations made seven (7) days prior to the booking date will incur a fifty dollar cancellation fee and the balance of the Service fee will be refunded to you in accordance with our refund policy. Alternatively you can request a JBA Credit for the participant to attend a JBA Camp within the next six months.

Any cancellation made less than seven (7) days from the booking date will not qualify for any refund or JBA credit.

In the event a participant is unable to attend the Camp due to some unexpected medical condition, please immediately send us an email at info@juniorbasketballacademy.com.au along with the medical certificate. The Company will issue JBA Credits for the participant to attend the next camp with 6 months from the date of issuance.

If you wish to transfer your booking to another participant, please contact us at least seven days prior to the booking date and you will become liable for an additional \$50 administrative fee.

- **Cancellations by Company**

The Company reserves the right to cancel a booking if:

- You are in breach of any provision of this Agreement;
- We are of the view that our Service is not suitable for the participant;
- We do not achieve the minimum number of bookings required to conduct the Camp;
- The contracted venue becomes unavailable or unsuitable for our service for any reason whatsoever;
- We are unable to deliver our service as a result of any unforeseeable event;
- We cease our business operation for any reason;

- **Refund Policy**

- Any cancellations arising as a result of breach of this Agreement by the parent/s or legal guardian/s will not qualify for a refund or JBA credit

- Where the Company cancels a booking due to concerns regarding the suitability of our Service for a participant, we will refund the full service fee paid by you
- No refunds will be issued for participants who are requested to leave the Camp as a result of serious violation of our behavioural guidelines or due to any undisclosed physical or mental conditions that impact our ability to deliver the Service
- No refunds will be offered by the Company for a change of venue or for organising an alternative activity due to any unforeseen circumstances. However, if we fail to organise an alternative venue or alternative fun activities for participants on the day of the booking we will issue a full refund in accordance with this refund policy.
- We will issue a full refund where we cancel a booking because we did not receive the minimum number of bookings required to conduct the camp or offer a transfer to another camp location
- We will issue a full refund if we are unable to deliver our service due to any unforeseeable event such as any act of God
- We do not offer any refunds where a participant fails to show up or where a participant refuses to participate.

Where you qualify for a full or partial refund, we will process the refund within 14 days from the date of cancellation. All refunds are processed using the same payment method that you used to pay for the Service fee and made to the person who made the original payment. As we rely upon our Payment Processor to process refunds, we cannot offer you any guarantees as to the exact date and time for refunds reaching your account.

- **Illness/Injury** - The Parent/s and/or Legal Guardian agree that the Company will not be held liable to fulfil its obligation under this Agreement, in the event of any serious physical illness or injury which results in the Coach being incapacitated to perform his/her duties on the booking day. The Company will make its best effort to provide a substitute Coach for the booking day, however we are unable to offer any guarantees that we will be able to find a substitute coach and deliver the agreed Service. In the event we are unable to provide a substitute coach, your sole remedy is to claim a full refund for the service fee paid by you.

3. Behavioural Guideline

We strive to create a safe and fun environment for all our participants and to ensure this we have created some behavioural guidelines.

We do not condone any violent behaviour, discrimination, bullying, sexual misconduct or other similar inappropriate behaviour ("prohibited conduct") from any participant, parent, legal guardian or company employees. It is solely the responsibility of the parents to communicate these guidelines to the participant before they attend the Service. Where we observe any violation of this provision, we may in our sole discretion determine the discipline depending on the seriousness of

the violation. In minor behavioural issues our coaches may simply talk to the participant and help them to reflect on their actions. However, in extreme circumstances, we may have to resort to requesting parents to remove the participant from the camp or skills class.

Please note that this behavioural guideline and any disciplinary action we take does not limit your right to seek legal action against the offending party or to settle the dispute directly with the other party.

4. Promotions

The Company may, in its sole discretion create promotional codes, vouchers or offers (collectively referred to as “offers”) that can only be used towards Services offered by the Company. You understand and accept that Company uses these offers to increase its marketing reach and therefore offers can only be used once per participant. Please note that additional terms and conditions may apply to offers and when you access or make use of an offer. You agree to be bound by those additional terms and conditions. Offers may expire upon the date specified and may not be redeemed for cash or transferred to another account. The Company reserves the right to refuse redeeming an offer if we are of the view that there has been abuse, fraud or any other illegal activity on your part.

5. JBA Credits

Redeeming JBA Credits – You can only redeem JBA Credits for participation in Services offered by the Company. In the event our Service fee exceeds or is below the amount of JBA Credits you have available, you may become liable or entitled to settle the balance with the Company. PLEASE NOTE THAT YOUR JBA CREDITS MAY EXPIRE ON THE DATE SPECIFIED BY THE COMPANY.

Limitations on use – You may not:

- redeem your JBA Credit for cash-back,
- sell your JBA Credits to a third-party,
- transfer the JBA Credits to another participant without express consent of the Company,
- return your JBA Credits and/or request refund.

If applicable law entitles you to claim cash-out, you must contact us at info@juniorbasketballacademy.com.au with the words “refund request” in the subject line. You may not use JBA Credits for any commercial purposes including but not limited to marketing, advertising or promoting through any third-party digital or print media without the express written consent of the Company. You may not use JBA Credits in any manner that implies that the Company endorses or sponsors any person, business product or service without our express consent.

6. Feedback

We appreciate your feedback, suggestions on how we can improve our Service. You understand that when you send us your suggestions, ideas and feedback you represent and warrant that you are not violating any intellectual property rights of another individual or entity. You also agree to grant us any and all legal rights in such feedback, ideas or suggestions and allow us to use, disclose and/or otherwise exploit your submission, in whole or in part, without any restriction or compensation to you. You understand that you will be waiving all claims now and in future to any monetary compensation against the Company.

7. Changes

The Company reserves the right to introduce a new Service, modify/change existing Services and/or amend any provision of this Agreement as well as the right to discontinue the Service in our sole discretion. Where we make any changes to this Agreement, we will notify you by updating the last updated date on the top of this Agreement. Please take the time to review these terms regularly to familiarise yourself of any material changes. You release the Company of any liability arising from your failure to review such modified Terms.

8. Dispute Resolution

In the event of any dispute, the Parent/s and the Company agree to take all reasonable steps for amicable resolution of such dispute. Parent/s agree that they will communicate the dispute to the Company in writing as soon as the dispute arise along with their proposed resolution. The Company agrees to respond to the Parent's dispute within fourteen (14) days from the date of receipt of dispute communication and either agree to the proposed resolution or propose an alternative resolution in writing. If the Parent is satisfied with Company's proposed resolution, the agreement must be communicated to the Company within seven (7) days from the date of receipt of Company's response. The Company's written response shall be deemed in the nature of settlement discussion and shall not be admissible in any further proceeding. If the Parent and the Company are unable to resolve the dispute, they may seek alternative legal remedies in accordance with this Agreement.

9. Governing Law

This agreement shall be governed and construed in accordance with the laws of New South Wales, Australia. Both parties agree to bring any action or claim arising out of or related to this Agreement in the court located in Sydney, Australia.