



KIDS PLAY SPORTS PTE LTD
202244399K

TERMS AND CONDITIONS

This AGREEMENT of the terms and conditions (referred to therein as the 'Terms'), is entered between **KIDS PLAY SPORTS PTE LTD**, a private limited registered in Singapore under registration number **UEN202244399K** and conducting business at Tampines street 12 block 156 #07-23, Singapore 521156, here below named 'KIDS PLAY SPORTS; KIDS PLAY SPORTS PTE LTD'(referred to therein as the 'Company'),

And the 'Client', the legal representative of any individual under 18 years of age; direct engagement of the services provided by 'KIDS PLAY SPORTS PTE LTD'; engagement of services as a representative on behalf of another party.

...Any participation and or engagement in the 'Company's' service will constitute acceptance of this agreement.

1. ACKNOWLEDGEMENT

- 1.1. The 'Client' shall acknowledge that 'KIDS PLAY SPORTS PTE LTD' is the sole organiser of any camps/session/event/activity.
- 1.2. The 'Client' shall acknowledge and agree to any limitation of liability under section 5, even though the 'COMPANY' holds responsibility for the camps/session/event/activity organised by the 'COMPANY', in which any and all accident and damage occurs during the said camps/session/event/activity.

2. ATTENDING CAMP/SESSION/EVENT/ACTIVITY

- 2.1. The 'Client' shall ensure any individual that is attending or engaging with the 'Company', during any camps/session/event/activity organised by the 'COMPANY', is properly attired at every session/event/activity with proper, comfortable, safe and fitting sports attire, gear and shoes, with regards to the nature of the camp/session/event/activity



- 2.2. The 'Client' shall ensure any individual that is attending or engaging with the 'Company', during any camps/session/event/activity organised by the 'Company', is medically fit to attend every camps/session/event/activity and shall be obliged to seek all medical advice/clearance necessary, from approved and recognized medical institute/clinic/doctors/practitioners, before attending any and all camps/session/event/activity if they would be affected by any health ailment/illness/sickness.
- 2.3. The 'Client' warrants and represents that his/her child has no disability, impairment, or ailment preventing him /her from engaging/participating/assisting in active or passive exercise, or that will be detrimental or adverse to his/her health, safety, or physical condition if he/she does so engage/participate/assist in any camps/session/event/activity.
- 2.4. If in the circumstances in which the 'Client' does have visible/noticeable conditions such as disability, impairment of certain senses, not referring to ailment/illness/sickness, but decides that he/she would like to engage/participate/assist in the session/event/activity, a written document or a recordable documentation, be it (voice calls, verbal recording, text messages, etc.), must be given by the 'Client' to approve the involvement of any individual that is attending or engaging with the 'Company'. Verbal agreements could be done via a present or understood presence of a witness that is acknowledged by both parties.
- 2.5. Camps/Session/Event/Activity may take place indoors or outdoors, depending on the type of camps/session/event/activity planned for that relevant camps/session/event/activity. In the event that any camps/session/event/activity cannot commence due to circumstances beyond the control of 'Company', Vendors engaged and its' staff , the camps/session/event/activity may be cancelled on the discretion of the Company' and/or its staff.
 - 2.5.1. These circumstances will be acknowledged such as:
 - Weather conditions
 - Unforeseen/Uninformed closure of camps/session/event/activity site
 - Disruption in facility locations



3. REFUND AND MAKE-UP DAY

3.1. UNFORESEEN CIRCUMSTANCES AND/OR BY NATIONAL INSTRUCTIONS

- 3.1.1. If any and all programs that are cancelled, discontinued and/or disrupted by order of any Singapore Government with substantial reason for the safeguard of the nation, no refunds, disbursement and/or compensations will be made through any form of cash, credit or transfer will be done for the programs that have been affect.
- 3.1.2. This includes any and all registrations for any camps/session/event/activity that have been made prior to the announcement of such order given by the government.
- 3.1.3. It is the responsibility of the 'Company' to give prompt notices to the registered participants.
- 3.1.4. Any and all of the values paid for the camps/session/event/activity are compensated according to 3.2, 3.3, 3.4, will be known as make-up days.

3.2. CAMPS

- 3.2.1. If the 'Client' representing any individual that is attending or engaging with the 'Company' decides not to attend the camp or is unable to attend the camp due to (valid or various reasons) and have informed the team before and during of the camp, a make-up day will be given as a replacement for the session that is missed.
- 3.2.2. In the event of wet weather or any situation that does not allow the 'Company' to complete at least 1 hour of the activity of the day, a make-up day will be given as compensation.
- 3.2.3. Refund is only and solely applicable when the 'Company' has made a decision to cancel any camps that the Client has registered for. In no other circumstance does a refund is permitted, all other situations would be imbursed as per 3.2.1 and 3.2.2.

3.3. TRANSPORTATION SERVICES

- 3.3.1. In the event that any transportation services that are engaged with the accompanying camps/session/event/activity ,that the 'Client' representing any individual that is attending or engaging with the 'Company', is not used, (valid or various reasons) and have informed the team before the during of the camp will be compensated the same value which it is not used.



3.4. ACADEMY / ACTIVITY

- 3.4.1. All registration paid by per term rates and each term for registrations of once a week option is fixed as per sessions per term and/or the number of sessions per week is multiplied by the 8 sessions.
- 3.4.2. Academy program is a full-term non-refundable registration. No refunds will be issued once payment has been made.
- 3.4.3. Any outstanding session in the term (valid for various reasons) and have informed the team, will be issued as a make-up session which can be used for any camps/session/event/activity.

4. GRANT OF RIGHTS AND PERSONAL DATA

- 4.1. KIDS PLAY SPORTS PTE LTD shall be entitled to take pictures of and/or film (picture and sound) (hereinafter collectively referred to as 'Material') of all camps/session/event/activity and the 'Client's use of its' training facilities and services.
- 4.2. The 'Client' hereby irrevocably grants KIDS PLAY SPORTS PTE LTD the right to use, reproduce, copy, publish and make such 'Material' available to the public.
- 4.3. KIDS PLAY SPORTS PTE LTD shall assume anonymity of the 'Client' representing any individual, and/as the legal representative of any individual under 18 years of age; direct engagement of the services provided by 'KIDS PLAY SPORTS PTE LTD'; engagement of services as a representative on behalf of another party where personal information shall not be distributed and/or published without the acknowledgement and approval of the 'Client'. In this regard, the 'Client' still irrevocably grants KIDS PLAY SPORTS PTE LTD the right to use, reproduce, copy, publish and make 'Materials' available to the public.
- 4.4. The 'Client' hereby grants KIDS PLAY SPORTS PTE LTD the permission to use 'Material' collect through its' camp/session/event/activities, the right to use, reproduce, copy, publish and make 'Materials' available to the public, indefinitely.

5. LIMITATION OF LIABILITY

- 5.1. The 'Client' understands that in participating in any camp/session/event/activities, and the use and presence of training/sports/coaching equipment, presents some form of unavoidable risk of injury, especially to individuals who have/had existing or unknown



injuries, illness or medical disabilities. The 'Client' hereby releases KIDS PLAY SPORTS PTE LTD from any and all liability now or in the future, including but not limited to medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/ lower back/ foot injuries, head/ neck injuries and any other illness or injury however caused during or after any camp/session/event/activities. Excluding those resulting from acts of passive or active negligence on the part of KIDS PLAY SPORTS PTE LTD.

- 5.2. The 'Client' specifically agrees that KIDS PLAY SPORTS PTE LTD shall not be liable and held responsible for the loss, damage or theft of any articles at KIDS PLAY SPORTS PTE LTD premises or venue of usage and agrees that all items stored at KIDS PLAY SPORTS PTE LTD premises or venue of usage is solely at the 'Client's risk.
- 5.3. KIDS PLAY SPORTS PTE LTD shall be under no liability whatsoever where this arises from a reason beyond its reasonable control or from an act or default of a third party, including but not limited to any other KIDS PLAY SPORTS PTE LTD 'Client'.



- 5.4. In no event shall KIDS PLAY SPORTS PTE LTD be liable for any type of special indirect or consequential loss whatsoever (including loss or damage suffered by the 'Client' as a result of an action brought by a third party) even if such loss were reasonably foreseeable or KIDS PLAY SPORTS PTE LTD had been advised of the possibility of the 'Client' incurring the same.
- 5.5. KIDS PLAY SPORTS PTE LTD maximum and cumulative total liability (including any liability for acts and omissions of its employees, agents, vendors and subcontractors) in respect of any and all claims for defective performance, breach of contract, compensation, indemnity, tort, misrepresentation, negligence at law or equity and any other damages or losses which may arise in connection with its performance or non-performance under the 'Term', shall not exceed 20% of the fees payable under this 'Term'.
- 5.6. This Agreement will be in place of the duration of the service that is provided by KIDS PLAY SPORTS PTE LTD and/or engaged by the 'Client'. KIDS PLAY SPORTS PTE LTD will not be liable for any or all medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/ lower back/ foot injuries, head/ neck injuries, and any other illness or injury, once the service has concluded.

6. PRIVACY POLICY

- 6.1. The 'Client' hereby grants KIDS PLAY SPORTS PT LTD the rights to receive, collect and store any information that is provided by the 'Client' via our websites, electronic means and/or any form of social media platforms.
- 6.2. KIDS PLAY SPORTS PTE LTD collects the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history.
- 6.3. The 'Client' acknowledges that KIDS PLAY SPORTS PTE LTD may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page.
- 6.4. The 'Client' acknowledges that KIDS PLAY SPORTS PTE LTD collects personally identifiable information (including name, email, password, communications); payment details (including credit card information),



comments, feedback, product reviews, recommendations, and personal profile.

- 6.5. KIDS PLAY SPORTS PTE LTD collects information provided by the 'Client' when making a transaction on the website, as part of the process, personal information such as name, address and email address. Personal information will be used for the specific reasons of:
 - 6.5.1. .Providing and operating of KIDS PLAY SPORTS PTE LTD services
 - 6.5.2. To provide our with ongoing customer assistance and technical support
 - 6.5.3. To be able to contact visitors and users with general or personalised service-related notices and promotional messages
 - 6.5.4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which the 'Company' or our business partners may use to provide and improve our respective services
 - 6.5.5. To comply with any applicable laws and regulations
- 6.6. KIDS PLAY SPORTS PTE LTD reserve the right to modify this privacy policy at any time. Changes and clarifications will take effect immediately upon posting on the website.
- 6.7. KIDS PLAY SPORTS PTE LTD upholds the responsibility to not distribute, disclose, share, and/or sell and information that have been provided by the 'Client'.

7. MISCELLANEOUS

- 7.1. Neither Party shall be deemed to have waived any rights under this 'Term' unless such Party shall have delivered to the other Party a written waiver signed by an authorised officer of such waiving Party. No delay or omission in the exercise of any power or remedy shall be construed to be a waiver of any default or acquiescence therein.
- 7.2. No variation or amendment of this 'Term' or verbal promise of commitment related to the same shall be valid unless committed to writing and signed by or on behalf of both parties with the 'Company' holding the authority to implement the agreed amendment of the 'Term'.
- 7.3. The Client undertakes throughout the term not to assign, charge or otherwise deal with this Agreement in any way without the prior written consent of KIDS PLAY SPORTS PTE LTD. KIDS PLAY SPORTS PTE LTD shall be entitled to assign, charge or otherwise deal with this 'Term', without the 'Client's consent.



7.4. If any term or provision of this 'Term' is declared to be illegal, invalid or unenforceable for any whatsoever by a court of competent jurisdiction, the illegality, invalidity or enforceability shall not affect the validity of the remainder of this 'Term', and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

7.5. KIDS PLAY SPORTS PTE LTD reserve the right to edit, amend, change and correct the 'Term's, without the need to inform, acknowledgement, and receive consent of any Parties. Edited, amended, changed and corrected 'Term's will be apply to all Clients of KIDS PLAY SPORTS PTE LTD.

8. APPLICABLE LAW

8.1. This Agreement shall be governed by the laws of the Republic of Singapore. The Parties submit to the exclusive jurisdiction of the Courts of Singapore. IN WITNESS WHEREOF, the Parties have executed this 'Term' on the start of any participation and or engagement in the 'Company's' service till the end of any participation and or engagement in the 'Company's' service