



Terms of Business: Privacy, Data Protection, and Safeguarding Policy

1. Contract Formation and Acceptance Without Signature

1.1 These terms govern all contracts between **CheerDad Events** ("The Provider") and any client, athletic club, showcase organiser, or venue ("The Client") engaging audio-visual, sound, lighting, staging, hosting, or event management services.

1.2 **Acceptance by Conduct:** In accordance with UK contract law, physical or digital signatures are not required to form a binding contract. Full legal acceptance of these terms is automatically executed upon the occurrence of any of the following:

- (a) Payment of a deposit or invoice in whole or in part;
- (b) Delivery of event music files, schedules, or rosters to The Provider; or
- (c) Allowing The Provider to enter the event premises and commence technical setup.

1.3 The Client warrants that they have drawn these terms to the attention of all relevant event directors, safeguarding officers, and administrative staff prior to the event.

2. Safeguarding and Child Protection Framework

2.1 **Primary Duty of Care:** The Client acknowledges that live sports, cheerleading, and gymnastics events involve minors and young adults. The Client retains absolute, primary, and non-transferable duty of care, safeguarding responsibility, and supervision over all participating athletes, performers, spectators, and attendees under 18 years of age at all times.

2.2 **No Duty In Loco Parentis:** The Provider, its directors, contractors, crew, and hosting staff are engaged strictly for technical production, lighting execution, audio engineering, and event hosting. The Provider does not act *in loco parentis* (in place of a parent) under any circumstances.

2.3 **Chaperones & Ratios:** The Client must ensure that all statutory chaperone-to-child ratios, event security, and medical response teams required under the Children Act 1989/2004 and local authority licensing are fully operational throughout the engagement.

2.4 **Incident Reporting:** The Provider's staff will immediately report any observed safeguarding concerns directly to The Client's designated on-site Safeguarding Lead.

3. Data Protection and UK GDPR Delineation

3.1 Roles of the Parties:

- **The Client as Data Controller:** The Client is the sole Data Controller (as defined under the UK General Data Protection Regulation and Data Protection Act 2018) for all athlete names, team rosters, routine music files, and participant personal data provided to The Provider for the execution of the event.
- **The Provider as Data Processor:** The Provider acts as a Data Processor solely to process routine music, timing schedules, and team announcements necessary to run the live event.
- **The Provider as Independent Data Controller:** The Provider acts as an independent Data Controller solely regarding B2B booking contacts, billing data, and promotional media captured directly by The Provider for portfolio purposes.



3.2 Data Accuracy & Erasure: The Client is responsible for ensuring that all athlete names and audio tracks provided do not breach third-party copyright or privacy rights. Music files and temporary rosters held by The Provider for event execution will be securely deleted following completion of the showcase tour stop or event.

4. Media Capture, Photography, and Opt-Out Protocols

4.1 Warranties on Parental Consent: The Provider routinely captures wide-angle, stage, and atmosphere photography/videography to showcase production capabilities (e.g., dynamic lighting, staging, crowd energy). **The Client warrants that it has secured explicit, GDPR-compliant parental/guardian consent** (or adult participant consent) for media capture for all attendees present on the competition or performance floor.

4.2 Media Opt-Out Mechanisms (Shifting Primary Liability): Where an athlete or minor cannot be filmed due to court orders, safeguarding restrictions, or lack of parental consent, primary liability for notifying The Provider rests entirely with The Client. The Client must implement one of the following opt-out protocols:

- **Option A (Visual Identifiers):** Equipping the relevant individual with a clear visual identifier (e.g., a specific colored wristband, lanyard, or stamp) agreed upon prior to routine commencement.
- **Option B (Verbal Team Instruction):** Providing a direct, clear verbal instruction from The Client's Event Director, Coach, or Safeguarding Lead to The Provider's media or technical desk prior to a specific team or routine taking the stage (e.g., designating a routine as "No Film / No Social Media").

4.3 Default Assumption: In the absence of a visual identifier or prior verbal notification, The Provider is entitled to rely on The Client's warranty (Clause 4.1) and operate under the lawful basis of *Legitimate Interest* (UK GDPR Art. 6(1)(f)) to capture event footage.

4.4 Takedown Requests: If a parent, guardian, or participant subsequently requests removal of media featuring their likeness, The Provider will process the request in good faith under the UK GDPR "Right to Erasure" within 30 days of written notice.

5. Limitation of Liability and Indemnification

5.1 Client Indemnity: The Client agrees to fully indemnify, defend, and hold harmless The Provider, its directors, employees, and subcontractors against all claims, legal costs, regulatory fines (including ICO penalties), damages, and expenses arising directly or indirectly from:

- (a) The Client's failure to obtain valid media consents under UK GDPR;
- (b) Any breach of statutory safeguarding duties by The Client or its affiliated clubs; or
- (c) Infringement of intellectual property rights contained within music tracks supplied by The Client.

5.2 Unfair Contract Terms Act 1977 (UCTA) Compliance:

- Nothing in this agreement limits or excludes The Provider's liability for death or personal injury caused directly by The Provider's gross negligence, defective physical equipment, or willful misconduct.
- To the maximum extent permitted by UK law, The Provider's total aggregate financial liability for any indirect loss, operational delay, or commercial disruption shall be strictly capped at the total fee paid by The Client for the specific event.

6. Governing Law

This agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales, under the exclusive jurisdiction of the Courts of England and Wales.