

# Terms & Conditions for UK Football Camps/Academy

In these terms and conditions a reference to 'you' or 'your' means a reference to the person applying to book a course and a reference to 'participant' means the person for whom a place on a course is booked. A reference to 'we', 'us' or 'our' is a reference to UK Football Camps, courses, camps and academy always means UK Football Camps/Academy.

This page together with the documents referred to on it tell you the terms and conditions on which we provide courses. Please read these terms and conditions carefully and make sure you understand them before applying to book a place on a course. By applying to book a place on a course vou agree to these terms and conditions.

The 'Privacy Policy' forms a part of these terms and conditions and set out the way in which your personal data is handled. UK Football Camps/Academy controls use of any personal data that you provide.

#### Booking a place at camp and pricing

- 1 After you apply to book a place on a course you will automatically receive an e-mail booking confirmation which is acknowledgement that we have received your booking (please check for this in your junk mailbox). This does not mean you're guaranteed a place. Your booking is not secure until an online deposit is paid. A contract between us is formed as soon as this deposit is paid. All applications are subject to acceptance by us. Our website sets out further details on any specific requirements we might have for each course and acceptance is subject to compliance with those specific requirements.
- 2 If you do not receive a booing confirmation 24 hours after you've made the booking, please call the Booking Department on 07977135799 to confirm whether your application has been accepted.
- 3 By applying to book a place on a course you confirm that: (a) you are legally capable of entering binding contracts; (b) you are at least 18 years old; (c) your application is in a private capacity for an individual/or sibling participant/s with whom you have a personal relationship and you are not applying for places on courses which you intend to resell in the course of a trade or business.
- 4 The price of courses and any additional fees we charge (but not any fees charged by third parties which you may incur in attending courses) will be as stated on our website, unless there is an obvious error. These prices and additional fees may change at any time, but any change will not affect any application for which you have already received a booking confirmation e-mail. You are responsible for arranging and paying for the participant's return travel to the course venue.
- 5 All prices include VAT.
- 6 All registrations must be with a view to providing full payment of the appropriate course fee.

## Cancellation and refunds

- 7 To cancel an accepted booking, you must inform us in writing/by email.
- 8 You may cancel your booking without any charge up until 7 days before the course starting date.
- 9 After this time, the following refunds are applicable: 5 days prior to a camp 50% refund... No refund for cancellations less than 5 days prior to a camp.
- 10 Please note that a booking can be transferred to another eligible person without charge, provided sufficient notification is given 1 week before the course starting date.
- 11 All courses are subject to change according to weather, venue availability, a satisfactory number of participants, and other factors beyond our control. As such, we may cancel or change any courses, should this be necessary for these reasons. If we do have to cancel a course we will offer an alternative course (if available and suitable) or a full refund.

- 12 You are responsible for arranging and paying for suitable insurance to cover any injury or illness to the participant as, unfortunately, we cannot provide a refund under these circumstances.
- 13 For the avoidance of doubt, no refund is permitted for participant's failure to attend the course.
- 14 In all cases where we make any refund we will process the refund as soon as possible and always within 30 days of notice of cancellation (for cancellation under paragraphs 8 and 11). We will usually issue a refund using the same method you used to pay.
- 15 Loyalty cards are stamped once for each week attended and if a full week is attended then two stamps will be awarded to that applicant.

## **Fitness**

- 15 You must ensure that the participant is physically fit and able to participate in the sporting activities. If you need any further information on the physical fitness required of participants or have any doubt that a participant is sufficiently physically fit to attend a course please contact us before applying for a place on a course. We will not issue a refund because a participant is not sufficiently physically fit to participate in any part of a course.
- 16 We may require additional information depending on the medical information supplied to us by you when you apply for a place on a course before we can accept your booking.
- 17 In the event that the participant needs medical attention during any course you agree to us arranging for any appropriate and necessary treatment and the contact of emergency services if required.

#### Liability & Public Liability

- 18 You are responsible for arranging and paying for travel to and from the venue and personal possessions insurance for the duration of the selected course.
- 19 Neither you nor we shall be liable to the other for any loss or damage the other suffers as a result of a breach of these terms and conditions, unless that loss or damage was reasonably foreseeable at the time of agreement of these terms and conditions.
- 20 Nothing in this agreement excludes or limits in any way our liability for: (a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.
- 21 The cost of any damage caused by you or any participant you have booked on a course to any property or facilities will be passed on to you and you will be liable to pay it.
- 21.1 Public Liability is held by Professional FA Licensed Coaches. Please ask for details of this and they can be provided.

# Mini World Cup

- 22 During our courses we may run a 'Mini World Cup' and other competitions. The 'Mini World Cup' and any other competitions that we may run within any of our courses are operated at our entire discretion and in all matters (including disputes), the decision of our judge(s) shall be final and no correspondence or discussion shall be entered into.
- 23 Any prizes offered are non-transferable and there is no cash alternative. We reserve the right to substitute prizes of equal or greater value at any time.

## Removal of participants from courses

- 24 Participants on courses must comply with the Course Regulations, all rules and regulations that apply at any location where courses are provided, and all instructions of course leaders and other staff at any location where courses are provided.
- 25 We treat as a priority the safety and wellbeing of all participants attending our courses. We therefore reserve the right to remove from our courses, without refund, any participant who contravenes condition 26 of these terms and conditions, is found bullying, behaving in a way that may be a danger to others, or who is generally disruptive.

26 If a participant is removed from a course it is your responsibility to organise their travel arrangements home.

## Local club staff & Scouting Links

27 Various local youth club staff/scouts may visit our courses from time to time to oversee the general running of the camp or to assess players ability.

#### Sponsorship/Advertising

27.5 As part of the funding that allows us to provide new and improved equipment for your child, companies (selected by us) pay for advertising/sponsorship. With this we (never a third party) will send out carefully selected promotions/offers from companies who support and fund our work with Youth in the Community.

## Image and other rights

28 You agree to grant to us and to UK Football Camps a worldwide right indefinitely, without the need for approval or compensation, to use the participant's name, photograph, video or film portrayal, image, likeness, interview, voice or sound of any participant in any media whatsoever for the purpose of advertising, promotional or other commercial purposes.

# Filming and recording

29 We do not allow any external party to use video or other filming or recording equipment on courses and accordingly neither you nor the participant may record or attempt to record (whether permanently or transiently) or transmit moving images or voices of anyone at the course. You may take still photographs at times indicated by us within the program schedule, provided that they are only used for private purposes.

- 30 Photographs for or on behalf of us are taken by personnel who hold a DBS/CRB only. If you wish your child to not be included in any still or video images then please contact us in advance of the camp start date.
- 31 Participants may be supplied with UK Football Camps bibs which they will be required to wear at specified activities during the course.

## No commercial use

32 Neither you nor the participant shall disclose or use any aspect of our course for commercial purposes.

## Parental consent

33 If you are not the participant's parent or guardian, you confirm that you have made such parent or guardian fully aware of this booking and of these terms and conditions (and that they have agreed to them).

# Written communications

34 Certain laws require that some information we give you should be in writing. You accept that most communication with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and acknowledge that contracts, notices, information and other communications we provide electronically comply with legal requirements that such communications be in writing.

## **Notices**

35 All notices you give us must be sent to UK Football Camps, Fivelynns, Doddinghurst Road, Brentwood, Essex, CM15 0RA or coach@ukfootballcamps.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when applying for a place on a course. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

# Transfer of rights and obligations

36 The contract between you and us is binding and on the respective successors and assignees of you and us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during its term, provided that the person to whom we transfer, assign, charge, sub-contract or otherwise dispose of this contract or any of our rights or obligations arising under it agrees to comply with all of its terms for your benefit.

#### Waiver

37 If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not be a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any breach by you will not constitute a waiver of any subsequent breach. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## Severability

38 If any court or competent authority decides that any of these provisions are invalid, unlawful or unenforceable to any extent, the term will, to that extent, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

#### Entire agreement

39 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of this contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

#### Governing law and jurisdiction

40 These terms and conditions and your booking shall be governed by and interpreted in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.

# **General Data Protection Regulation**

- 41. We're committed to protecting your privacy so you can feel confident about the information you provide. To reflect the new standards established by the General Data Protection Regulation (GDPR), we've updated our privacy policy to now include:
- Rights under GDPR. The upcoming General Data Protection Regulation expands your existing set of rights regarding your personal data. These include the ability to withdraw your consent, the right to correction, and the right to be forgotten.
- The data you provide is used; fairly and lawfully; specifically stated purposes; in a way that is adequate relevant and not excessive; for no longer than is absolutely necessary; accurately according to people's data protection rights; safe and securely. Your data is NOT transferred to third parties nor is it transferred outside the European Economic Area without adequate protection.
- 42. From time to time we may send out carefully selected advertisements from companies who support and fund our work with Youth in the Community. By booking or signing up for UK Football Camps/Academy you agree to supporting this by accepting promotions and offers being sent to you. Please note that these will be sent by us and not by any third party.
- 43. We are soon to be considering the option of becoming Ofsted registered. Mainly as this will allow 4 year olds the chance to enjoy a FULL day at camp. Under Ofsted regulations 4 year olds are only permitted to attend camp for a maximum of 4 hours in total (9.30am-1.30pm).

These updates will go into effect on  $2^{nd}$  January 2019. We hope these changes will make it even easier to stay connected with UK Football Camps/Academy in a safe and private environment.

# PLEASE NOTE:

ALL UKFC COACHES ARE DBS CHECKED AND COPIES OF THESE ARE HELD ON FILE BY UKFC