

Booking Terms and Conditions

These terms and conditions apply to all bookings of a place(s) on Kickstart Soccer Courses made by you (each a "Course"). Please read these terms and conditions carefully before booking any Course. Please note that, by booking a place on a Course on our Website, you agree to be bound by these terms and conditions.

YOU SHOULD PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE.

1 Information about us

1.1 Courses are operated by Kickstart Soccer Limited ("we", "our", "us"). We are registered in England and Wales under company number 11406786 and with our registered office at **11 Flemish Place, Warfield, Bracknell, United Kingdom, RG42 2FG**

2 Your Booking

2.1 By filling out a booking form via the Website and clicking "Book Now" you are submitting a request to book a place on the specified course. All requests are subject to acceptance by us and we will confirm such acceptance to you by sending an email to the address that you provide during the booking process to confirm the details of the booking and that payment has been taken via your chosen payment method ("**Booking Confirmation**").

2.2 At the point we send the Booking Confirmation a legally binding agreement is formed between you and us on these Terms ("**Agreement**"). The Agreement is always conditional on payment being made.

2.3 By making a booking you warrant that you are at least eighteen years of age and a UK resident.

3 Course Fee and Payment

3.1 Except in the case of manifest error, the fee payable for the Course that you book is the fee for this Course stated on the Website when you make your booking ("**Course Fee**").

3.2 Payment for Course bookings can be made in cash, by cheque or credit or debit card. If you pay using a credit or debit card, your credit or debit card will be charged on the same day that we confirm your booking. We retain the right to vary the acceptable methods of payment without notice from time to time.

3.3 All course fees are non-refundable. Course fees can be transferred to a different session if available provided 24 hours notice is given. Course fees CANNOT be transferred if the original session has already passed.

4 If we have to cancel a Course

4.1 If we have to cancel a Course we will let you know as soon as possible and will try to offer a place on an alternative course of the same value wherever possible. If we are unable to provide an alternative course we will offer you a full refund.

5 If you have to cancel a Booking

5.1 To cancel a Booking and terminate this send us an e-mail explaining that you would like to cancel and stating your name and the Course Details

5.2 If you cancel a Booking prior to the start date of the Course we will attempt to transfer your booking to another course of equivalent or lesser value subject to availability. In some circumstance's refunds may be issued but this will be at our discretion.

6 Special Offers

6.1 From time to time we make certain special offers available. Full details of the offer and any specific terms and conditions that apply to the offer will be available on the Website.

7 Our Staff

7.1 We confirm that all our coaching staff have been subject to Disclosure and Barring Service (DBS) checks (previously CRB checks) and hold suitable coaching and first aid qualifications. Please see the Website for further information.

8 Photographs

8.1 Please note that from time to time we may take pictures of the children who take part in a Course and these photographs may be used for promotional purposes by the Scheme and/or the football club associated with the Scheme. If you do not wish your child to be photographed, please notify us.

9 Liability

9.1 You will be required to accept a disclaimer at the time of booking confirming certain information and accepting that, in the absence of any negligence on our part, participation in the Course is at your own risk ("**Disclaimer**").

9.2 We do not accept liability for loss or theft of personal belongings that occurs while on the Course. If your child brings valuables with them this will be at your risk.

10 Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under a Contract that is caused by events outside our reasonable control (each an "Event Outside Our Control").

10.2 A Event Outside Our Control includes any act, event, non -happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

10.3 Performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the

duration of that period. We will use our reasonable endeavours to bring the Event Outside Our Control to a close or to find a solution by which the obligations under the Contract may be performed despite the Event Outside Our Control.

11 Medical / Dietary / Other Requirements

11.1 If any child included on your Booking:

- (a) has specific dietary requirements;
- (b) is taking medication;
- (c) has allergies; and/or
- (d) as any special needs that will affect his or her participation in the Course

it is your responsibility to inform us of this and provide all necessary details about this at the time of Booking.

11.2 Please note that our staff are not permitted to take responsibility for or to administer medicines and therefore you are responsible for ensuring any medicine is available and taken correctly.

11.3 We will maintain a register of children attending each Course. Please note that it is your responsibility to sign in at the beginning of each day of your course and to provide us with details of whoever will be collecting your child at the end of the day.

Discipline

12.1 We treat as a priority the safety and well-being of all children attending Kickstart Soccer courses. We reserve the right to remove from a Course any person who is found to be engaged in offensive activity, the bullying of others, disruptive behaviour or for any other reason where we consider a person's behaviour is detrimental to the interests or safety of the persons attending a Course. If you are removed from a Course for any of these reasons, you will not be refunded any fees already paid by you in connection with that Course.

12. You shall be liable for the cost of any damage to our property or facilities caused by you or by persons under your control.

13 Data Protection

13.1 When you make a booking via the Website Kickstart Soccer Limited will collect and process the personal information you provide in order to provide the services you

have requested and for other specific purposes subject to your consent. To learn more about what information is collected, the measures Kickstart Soccer Limited puts in place to protect this information and how it is used we advise you to read the Website Terms of Use and Privacy Policy.

14 General

14.1 We can transfer any of our rights or obligations arising under this Agreement to another person at any time, but this will not affect your rights. You may not transfer your rights or obligations arising under this Agreement without our prior written consent.

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

14.3 These Terms and the Disclaimer set out the whole of the Agreement between you and us in relation to the subject matter of this Agreement and supersede any prior agreement, understanding or arrangement between us about such subject matter whether oral or in writing.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing

14.4 This Agreement shall be exclusively governed by and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

16.1 We have the right to revise and amend these terms and conditions from time to time including, without limitation, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

16.2 Any Contract between you and us will be governed by the terms and conditions in force at the time that you book the places(s) on the relevant Course(s), unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to these terms and conditions before we confirm your booking (in which case we may assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).