

## TERMS AND CONDITIONS HOLIDAY CAMP

### BACKGROUND

These Terms and Conditions are the standard terms for the provision of football coaching services by Fast Feet Football Academy Limited, a company with registration number 08285015, whose registered address is eVolve Business Centre, Cygnet Way, Rainton Bridge, South Business Park, Houghton Le Spring, DH4 5QY.

### 1. Definitions and Interpretation

**1.1** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day other than a Sunday or bank holiday;

“Calendar Day” means any day of the year;

“Contract” means the contract for the provision of Services, as explained in Clause 3;

“Deposit” means an advance payment made to Us under sub-Clause 5.5;

“Month” means a calendar month;

“Price” means the price payable for the Services;

“Services” means the services which are to be provided by Us to you;

“We/Us/Our” means Fast Feet Football Academy Limited

“You/Your/Client” means the user agreeing to us providing the Services in exchange for a fixed price. In accepting these Terms and Conditions, the user confirming the agreement confirms that they are the Client.

**1.2** Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

### 2. The Contract

**2.1** These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

**2.2** A legally binding contract between Us and You will be created upon you signing and returning this Agreement.

### 3. Services

#### 3.1 Tasters

**3.1.1** We will provide a football coaching session to Your child which is usually to be held at a location agreed between Us. This is what we consider to be the Service.

**3.1.2** In total you will receive three football coaching taster sessions to be redeemed consecutively at an agreed time between Us and You.

**3.1.3** Where You are unable to attend one of the taster sessions, we will do our best to accommodate you with a change to ensure all three tasters are completed.

**3.1.4** Should You decide not to complete all tasters, we are unable to offer any refunds for the tasters you are have not attended.

**3.1.5** We do not offer sessions on Bank Holidays. Should a taster session fall on a Bank Holiday, We will offer You the opportunity to reschedule the taster session.

**3.1.6** We may cancel the Service at any time, entirely at Our discretion, Examples for such decisions may include behaviour of the child or the parents. No refund in these circumstances will be offered to You. Such cancellation will take effect immediately.

## **3.2 Membership**

**3.2.1** The Service shall be provided for forty six weeks of the year. It is not provided by Us during a one week break at Easter; a three week break over Summer; and a two week break at Christmas. We call these "break weeks". These break weeks will be confirmed by us at least four weeks in advance of the break weeks.

**3.2.2** Where You are unable to attend a session in a certain week, We will do Our best to try to accommodate You in an alternative session in the same week. In the event that such alternative sessions are not convenient, We will be unable to offer any refunds for sessions you are unable to attend.

**3.2.3** We do not offer sessions on Bank Holidays. Should the usual weekly session fall on a Bank Holiday, We will offer You the opportunity to attend a different session in the same week. We may, at our discretion, offer You the opportunity to attend a day in a holiday camp free of charge.

**3.2.4** You may cancel the Service by providing four weeks' notice in writing to Us. No refunds for any paid but untaken sessions will be offered.

**3.2.5** We may cancel the Service at any time, entirely at Our discretion, Examples for such decisions may include behaviour of the child or the parents. No refund in these circumstances will be offered to You. Such cancellation will take effect immediately.

## **4. Price and Payment**

**4.1** The Price is calculated per session, and the weekly session cost is as previously indicated and agreed between Us.

**4.2** The Price for the services is payable in advance for both Tasters and ongoing membership. Membership is also payable calendar monthly. We average the Price over the 12 months so that the same price is payable each monthly, regardless of whether that month includes break weeks.

**4.3** We may increase the Price from time to time. Such increase will be confirmed to You in advance with four weeks' notice of such intended increase.

**4.4** We accept the following methods of payment:

**4.4.1** Credit or debit card;

## **4.4.2 Direct debit.**

**4.5** All payments must be made to our head office.

**4.6** We do not, under any circumstances, accept cash payments. Any payments made directly to football coaches cannot be accepted.

**4.7** If you do not make payment to Us by the due date then We are entitled to charge You interest on the overdue sum at the rate of 8% per annum. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum. You must pay any interest due when paying an overdue sum.

**4.8** If payment is not received by the due date, we will telephone You to remind you after seven days. We will then send You a reminder letter when the payment is fourteen days overdue. After twenty eight days, We will terminate this contract with immediate effect.

## **5. Providing the Services**

**5.1** As required by law, We will provide the Services with reasonable skill and care.

**5.2** All football coaches and assistant football coaches will be trained in Child Safeguarding and First Aid.

**5.3** We will ensure that all football coaches and assistant football coaches have enhanced Disclosure and Barring Services certificates which are up to date.

**5.4** We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.

**5.5** We will only cancel the Service in exceptional circumstances as a result of extreme weather. We will contact You in advance in these circumstances and will offer you an alternative session within the same week.

## **6. Your Obligations**

**6.1** You must inform Us of any medical or behavioural problems that Your child has.

**6.2** You must give us 24 hours' notice by contacting our head office if You are unable to attend a weekly session and wish to re-arrange to another session in the same week.

**6.3** You must ensure that You purchase a kit which is to be worn at each session. The uniform is purchased from our head office. This is for membership only and is not applicable to taster sessions. You must ensure your child is dressed appropriately for the taster sessions.

**6.4** You must make us aware if your child is not fully toilet trained; if this is the case we will request that you remain at the venue to assist your child. We understand this can be a sensitive topic and we will ensure all Fast Feet staff act with complete discretion in such cases.

**6.5** You must ensure that your child understands our Code of Conduct and what is expected in terms of their behaviour in the sessions.

## **7. Problems with the Services and Your Legal Rights**

**7.1** We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.

**7.2** We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

## **8. Our Liability**

**8.1** We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

**8.2** Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

**8.3** Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

**8.4** Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **9. Events Outside of Our Control (Force Majeure)**

**9.1** We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

**9.2** If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

**9.2.1** We will inform you as soon as is reasonably possible;

**9.2.2** Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

**9.2.3** We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary.

## **10. Cancellation**

**10.1** You are free to cancel the Services and the Contract at any time by giving Us four weeks' written notice.

**10.2** Should We take steps to cancel Your contract then We will provide You with written notice. Such written notice will take effect immediately.

## **11. Communication and Contact Details**

# FAST FEET ACADEMY

**11.1** If you wish to contact Us, you may do so by telephone at 0191 481 3469 or by email at info@fastfeetfa.com.

**11.2** In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

**11.2.1** Contact Us by email at info@fastfeetfa.com; or

**11.2.2** Contact Us by post at eVolve Business Centre, Cygnet Way, Rainton Bridge, South Business Park, Houghton Le Spring, DH4 5QY.

## **12. Complaints and Feedback**

**12.1** We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

**12.2** If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

**12.2.1** In writing, addressed to eVolve Business Centre, Cygnet Way, Rainton Bridge, South Business Park, Houghton Le Spring, DH4 5QY; **12.2.2** By email, addressed to

## **13. How We Use Your Personal Information (General Data Protection Regulations)**

**13.1** All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2018 and your rights under the regulations. Please see our privacy policy outlining your rights and how we collect, use and store your personal information.

**13.2** We may use your personal information to:

**13.2.1** Provide Our Services to you.

**13.2.2** Process your payment for the Services.

**13.2.3** Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

**13.2.4** In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by GDPR and should use and hold your personal information accordingly.

**13.2.5** We will not pass on your personal information to any other third parties

## **14. Other Important Terms**

# FAST FEET ACADEMY

**14.1** We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

**14.2** You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

**14.3** The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

**14.4** If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

**14.5** No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **15. Governing Law and Jurisdiction**

**15.1** These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

**15.2** Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.