

## **Our terms for Residential Training Camps**

## 1. **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you and players for a Residential Training Camp ('the Camp'). Reference to 'you' means any person who has signed the acceptance form. Parents are legally responsible, jointly and severally, for complying with their obligations. Player means the child named on the booking form.

1.2 **Why you should read them.** Please read these terms carefully before you submit your booking form to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

## 2. **Information about us and how to contact us**

2.1 **Who we are.** We are District Football Limited, a company registered in England and Wales.

2.2 **How to contact us.** You can contact us by telephoning us on 07880565751 or by writing to us at dan@districtfootball.co.uk

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking Form.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. **Our contract with you**

3.1 **How we will accept your booking.** Our acceptance of your order will take place when we write to you to accept it or we tell you that we have accepted your booking, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your booking.** If we are unable to accept your booking form, we will inform you of this and will not charge you for the Camp. This might be, for example, because of unexpected limits on our resources.

#### 4. Our rights to make changes

4.1 **Changes to the services.** We may at any time make changes to the services, in situations which may include, for example, unavailability of premises or staff.

#### 5. Your rights to end the contract

5.1 **What happens if you have good reason for ending the contract.** If you have a legal right to end the contract because of something we have done wrong and if you choose to end the contract, and you notify us in writing, we will refund you for any services which have not been provided or have not been properly provided.

5.2 **What happens if you end the contract without a good reason.** There may be circumstances in which you wish to end the contract even though you do not have a legal right to do so because of something we have done wrong. This would include for example, if the player is injured or if you are unable to make the date of the Camp. In these circumstances, the contract will end when you notify us in writing but we may charge you a percentage of the price calculated as per the table below depending on the date on which you notify us in writing that you wish to end the contract,

<b>Period before Camp Commences</b>	<b>Cancellation fee per player</b>
61 days or more	Loss of deposit
60 – 33 days	50% of total cost of the Camp
32 – 16 days	90% of total cost of the Camp
Within 16 days	100% of total cost of the Camp

#### 6. Our rights to end the contract

6.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example player medical details.
- (c) you or a player acts in a manner that we, at our sole discretion, consider damaging to our interests, our staff, players or sponsors.

- 6.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 6.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a percentage of the price calculated as per the table depending on the date on which we end the contract.

<b>Period before Camp Commences</b>	<b>Cancellation fee per player</b>
61 days or more	Loss of deposit
60 - 33 days	50% of total cost of the camp
32 - 16 days	90% of total cost of the camp
Within 16 days	100% of total cost of the camp

- 6.3 **We may stop providing the services.** Participation in the Tournament will be subject to enough players wishing to participate. In the circumstances that our participation in the Tournament has to be cancelled due to lack of players, then all payments will be refunded in full.

- 6.4 **Events beyond our reasonable control** We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. This includes: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack or threat, civil commotion or riots, war, threat of or preparation for war, armed conflict; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government, public authority or Tournament organiser; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; or a lack of suitable transport options to the Tournament. If we have incurred expenses we may retain an amount up to the value of the expenses out of any money you paid; or where money was due and payable, recover a sum not exceeding that amount for expenses.

## 7. **Price and payment**

- 7.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our booking form in force at the date of your order.
- 7.2 **When you must pay and how you must pay.** You must make an advance payment of £150 at the time of booking as the deposit. You must pay the outstanding balance so

that it is received by us by no later than 31st January in the year of the Camp (the 'due date').

## **8. Your responsibilities in relation to the Camp**

- 8.1 A full list of recommended items for players to bring to the Camp will be provided to parents on our website.
- 8.2 It is the responsibility of parents to ensure players are at the meeting point at the correct time.
- 8.3 No insurance cover has been provided for the player or their belongings so you should consider taking out any insurance yourself. District Football and the staff at the Training Camp accept no responsibility for lost property or valuables.
- 8.4 You agree to cover any costs incurred by damage to any property or equipment by the player attending the Camp.
- 8.5 You will notify us in writing in advance of any medical condition, health problem or allergies and will ensure that appropriate medicine is available.

## **9. Our responsibility for loss or damage suffered by you**

- 9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- 9.3 **We are not liable for business losses.** We only supply the services for private use. If you use the services for any commercial, purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **10. How we may use the personal information you provide to us**

- 10.1 **How we will use personal information.** We will use the personal information you provide to us to:

- (a) provide the services;
  - (b) process your payment for such services; and
  - (c) to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 10.2 We may make contact with the player's school to inform them of the player's participation, or to provide feedback to the school on the player's performance and progress. If you do not wish the School to be contacted, written notice should be sent to Dan Abraham within 7 days of applying for a place on the Camp.
- 11. **We may use video or photographic images of players for training or promotion purposes.** If you do not wish for images of a player to be used, or if a player is under a court order, written notice should be sent to Dan Abraham before the first day of the Camp.
- 12. **Other important terms**
- 12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 12.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.