



TERMS & CONDITIONS - ACTIVE CAMPS

1. Definitions and interpretation

- 1.1. "PSC" means Pro Sport Coaching Ltd incorporated in England and Wales (registered company number 10501612) whose registered office is Britannia House, The Sidings, Whalley, Lancashire, BB7 9SE.
- 1.2. "Active Camp(s)" means the daily sports and activity programme provided by PSC during the School Holiday Period as detailed on the Website;
- 1.3. "Booking/Booked" any booking made by You for a child/children to attend an Active Camp;
- 1.4. "Booking Email" means an email from PSC to You detailing Your booking;
- 1.5. "Fee(s)" means the amount payable by You for your child(ren)s attendance at the Active Camps;
- 1.6. "Late Collection Fee" means £5 for every 15 minutes a child(ren) is not collected after the pre-booked time;
- 1.7. "Intellectual Property" means any and all copyright, database rights, rights in respect of confidential information and all other intellectual property rights in relation to the Services;
- 1.8. "Holiday Period" means any school holiday period during which PSC offer Active Camps;
- 1.9. "Offers" means any discounts, vouchers or other offers provided by PSC as detailed on the Website or in the Promotional Material;
- 1.10. "Site" means the location at which PSC is providing an Active Camp and upon which You have Booked a child to attend;

- 1.11. "Standard Rate" means the price payable for attendance at the Active Camps as advertised on the Website from time to time.
- 1.12. "Parties" means PSC and You;
- 1.13. "Promotional Material" means any literature or material provided by PSC detailing the Active Camps;
- 1.14. "Terms" means all of the terms in all of the sections of these Terms and Conditions;
- 1.15. "You/Your" means the person making a Booking;
- 1.16. "Website" means the website of PSC (or any other company related to PSC) which provide details of the Active Camps available, booking information, PSC's contact details and other information;
- 1.17. Words importing any gender include every gender;
- 1.18. Words importing the singular number include the plural number and vice versa;
- 1.19. Words importing persons include firms, companies and corporations and vice versa;
- 1.20. References to numbered clauses and schedules are references to the relevant clause in or schedule to these Terms;
- 1.21. Reference in any schedule to these Terms to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 1.22. Any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.23. The headings to the clauses, schedules and paragraphs of these Terms are not to affect the interpretation;
- 1.24. Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by-law made under that enactment; and

1.25. Where the word 'including' is used in these Terms, it shall be understood as meaning 'including without limitation'.

2. Acceptance of Terms and Conditions

You will be deemed to have accepted and agreed to these Terms which will prevail over any other terms put forward by PSC at the time You make a Booking and the application of these Terms will commence on the date of Your Booking.

3. Booking

3.1. All bookings must be made using the booking system on the Website unless otherwise agreed between the Parties.

3.2. Following receipt of your Booking, PSC will send You a Booking Email. Please ensure that your email address is supplied correctly at the time of Your Booking otherwise PSC will be unable to send the Booking Email and Your child(ren)s place on Your chosen Active Camp(s) may not be guaranteed.

3.3. Upon receipt of the Booking Email, You must check this carefully to ensure the information contained within it (such as the dates and location booked and Your child(ren)s details are correct). If any information contained within the Booking Confirmation is incorrect You must inform PSC within 7 days of receipt of Your Booking Email and PSC will use all reasonable endeavours to make any changes required.

3.4. If You do not advise us within 7 days of receipt of the Booking Email of any inaccuracies, PSC shall assume that the information contained within the Booking Email is correct and any changes or cancellation after this date shall be subject to the Changes and Cancellation terms as set out in these Terms.

3.5. If You have not received Your Booking Email from PSC within 48 hours of making Your booking please contact PSC on the contact details for PSC as provided on the Website.

3.6. Please note that receipt of a Booking Email from PSC does not constitute PSC's acceptance and confirmation of Your booking. Your booking will only be confirmed once You have paid for Your booking in full.

4. Fee(s) and Payment

4.1. All Fees and any Offer available to You are detailed on the Website and any Promotional Material. Where there is a difference between what is stated on the Website and any Promotional Material, information stated on the Website will prevail.

4.2. The amount to be paid by You will be detailed at the time of Booking.

4.3. PSC accept payment via credit card, debit card and where applicable childcare vouchers.

4.4. All Fees for any Booking not utilising childcare vouchers must be made when You make Your Booking.

4.5. For any booking utilising childcare vouchers as payment (except CCGPS), we require funds from your childcare voucher provider within 5 days of booking.

4.6. If paying by Childcare Grant Payment Service (CCGPS) you must ensure 15% of the booking total is paid upfront by yourself by card before the week of camp. If this isn't paid by the start of camp PSC reserve the right to cancel Your booking. We will collect what you are entitled to from CCGPS after camp has finished. If your entitlement doesn't then fulfil the outstanding amount of your booking, PSC will need to collect the remainder you owe from yourself by card.

4.7. If PSC agrees to accept payment on the day from walk on bookings at a Site, payment is only accepted in the form of cash.

4.8. If PSC agrees a payment plan with You, You must adhere to the terms of that plan. If you do not then PSC reserves the right to cancel Your Booking immediately.

5. Late Collection

- 5.1. You must ensure You collect Your child(ren) promptly at their pre-booked collection time.
- 5.2. If You do not collect Your child(ren) promptly then PSC reserves the right to charge the Late Collection Fee.
- 5.3. The Late Collection Fee is payable immediately. Please note if You do not pay the Late Collection Fee as required then PSC reserves the right to cancel Your Booking.
- 5.4. Please ensure You are aware of Your collection and drop-off time before the day of camp. If You are delayed beyond this time PSC will try contacting You using Your contact numbers. After that PSC are required to notify Social Services of any children still on site.

6. Changes to Your booking

- 6.1. Changes to Your Booking can be made up to the 14 days prior to the first start date as detailed in Your Booking.
- 6.2. If You wish to make any changes less than 14 days prior to the first start date as detailed in Your Booking, PSC reserves the right to charge You a £5 administration fee.
- 6.3. Any requested changes are subject to availability and PSC's acceptance.
- 6.4. If You wish to make any changes to Your Booking You must do so over the telephone. PSC's contact details can be found on the Website. Please note that leaving a telephone message or voicemail or sending an email will not mean that Your Booking has been changed. Any changes will only be accepted and made once You have spoken to a representative of PSC on the telephone and they have confirmed the amendment.
- 6.5. PSC reserves the right to modify a programme due to adverse weather conditions, low attendance or other unforeseen circumstances on the day. If any such changes are made by PSC this will not automatically give rise to any entitlement to a refund.

7. Cancellations

7.1. If You wish to cancel a booking up to 14 days before the date of the first day of Your Booking, PSC will refund all monies for the dates you wish to cancel subject to the following:

7.2. Any Bookings paid for by childcare vouchers cannot be refunded due to HMRC regulations relating to childcare vouchers. Instead, refunds will be held as credits for use against future Active Camps bookings.

7.3. Please allow 10 working days for PSC to process refunds.

7.4. If You cancel less than 14 days before the first start date as detailed in Your Booking You will not be entitled to a refund, but PSC may (at its discretion) give You a credit for use against future Active Camps bookings.

7.5. PSC reserves the right to cancel sessions in advance due to low registration numbers, forecast adverse weather conditions or any other unforeseen circumstances. If this does occur we will offer alternative arrangements that might include an alternative activity, date or venue.

8. Promotional Material

8.1. All information set out in the Promotional Material is correct at the time of printing. However, changes may occur. If this does happen PSC will use reasonable endeavours to advise You of any changes as soon as possible. Any changes will be detailed on the Website.

8.2. Please note that not every activity pictured on the Website or Promotional Material is available at every venue or Holiday Period.

9. Information

9.1. It is vitally important that when You make Your Booking, You provide us with full and accurate information about the child(ren) for whom You are making the Booking.

9.2. Any information You provide must include full details of any medical requirements, physical or behavioural matters, special needs and any other additional needs.

9.3. If You do not provide us with full and accurate information then PSC reserves the right to exclude the child from any part of the Active Camp they are attending. If this is deemed necessary, then no refund will be given by PSC unless agreed otherwise between the Parties.

9.4. When You drop off a child at their first Active Camp session You must let PSC know if there have been any changes in the child's medical status since You provided information as part of Your Booking.

9.5. Where a child requires regular medication, or emergency response medication such as an epi-pen or inhaler, You will be required to fill in and sign a medical form when You drop off the child at their first Active Camp session.

9.6. If there are any changes in a child(ren)'s health or medical condition during their attendance at an Active Camp, You must inform PSC immediately so the relevant accommodations can be made or appropriate action taken.

10. Personal Property

10.1. Neither PSC nor any of its staff, nor persons involved with or related to PSC accepts liability for any losses or damage to personal belongings.

10.2. The carrying and use of mobile telephones, tablets, games consoles and social media by attendees are strictly prohibited at PSC Active Camps. If a child is found to be carrying such items, PSC reserves the right to confiscate it until the end of the session.

11. Complaints procedure

11.1. PSC's complaints procedure is set out on the Website.

11.2. If You do have any concerns, please speak to a member of staff at the Site who will attempt to resolve the matter for You. Alternatively, please contact PSC's offices directly on the contact details given on the Website or Promotional Material to discuss Your concerns.

12. Liability

12.1. PSC will use reasonable endeavours to avoid injuries being suffered by those attending Active Camps.

However, due to the nature of some of the activities undertaken by attendees there is an inherent risk of injury for those participating in Active Camps.

12.2. By making a Booking and payment You confirm that you are the parent or guardian of the child(ren) who are the subject of the Booking and have custody and control of them and you confirm that you have read and accepted all of our Terms and Conditions.

12.3. Nothing in these Terms will:

12.3.1. limit or exclude the liability of a party for death or personal injury resulting from negligence

12.3.2. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

12.3.3. limit any liability of a party in any way that is not permitted under applicable law; or

12.3.4. exclude any liability of a party that may not be excluded under applicable law.

13. Offers

13.1. Priority Booking

Priority Booking will be made available to You if You complete an 'Expression of Interest' form. Priority Booking will give You early access to the PSC Website to make a Booking before general booking opens.

13.2. Free Days

13.2.1. If PSC awards You a single free day on an Active Camp this refers to one day between 8:30am to 4pm. A free week refers to 5 consecutive days within the same calendar week between 8:30am to 4pm.

13.2.2. Any free days awarded cannot be used more than once and are non-transferable.

13.3. Vouchers and Codes

13.3.1. If PSC awards You a percentage discount voucher/code this cannot be used more than once and is non-transferable and cannot be used past the stipulated expiry date.

13.3.2. You may only use one discount voucher/code with any transaction with PSC.

13.3.3. PSC reserves the right to reject a discount voucher/code if it reasonably believes that it has been falsely or incorrectly used.

13.3.4. Discount vouchers/codes cannot be used in conjunction with any other voucher or promotional code, and should not be shared with other parents/carers/guardians.

13.4. Sibling Discount

13.4.1. If Your Booking includes more than one child and those children are siblings, PSC will apply a 10% discount for each child in Your Booking after the first child.

13.4.2. To qualify for sibling discount the children must all be booked onto Active Camps at the same time and You must have parental responsibility at the time that the children are booked onto an Active Camp(s).

13.4.3. PSC reserves the right to remove a sibling discount code from a booking where PSC reasonably believes it has been misused.

13.4.4. Only siblings are entitled to the 10% sibling discount. PSC reserves the right to remove a sibling discount where PSC reasonably believes it has been misused, for example booking a friend.

13.5. Amendments and Cancellation

PSC reserves the right to amend and/or withdraw any or all of the Offers at any time.

14. General

14.1. Force majeure

PSC shall not have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of Active Camps or any other services related to them which result from circumstances beyond the reasonable control of PSC.

14.2. Alteration/Variation

PSC reserves the right to vary the Terms at any time. Details of any variation will be set out on the Website.

14.3. Waiver

No failure or delay by PSC in exercising any right, power or privilege under these Terms shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.

14.4. Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Terms and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

14.5. Validity

If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected thereby.

14.6. Law and jurisdiction

The validity, construction and performance of these Terms shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

14.7. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of the Terms, the Terms are not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Terms and Conditions last reviewed - 29/11/2022