

SAINTS SOUTHWEST

# TERMS AND CONDITIONS



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## About

1.1 [www.saintssouthwest.co.uk](http://www.saintssouthwest.co.uk) ("Site") is a website operated by Coaching & Education Services CIC Ltd, and Coaching & Education Services (SW) Ltd, the agent ("We", "Our", "Us"). We are registered in England and Wales under company number 9752708 and with our registered office at Coaching & Education Services, Newton Abbot Gymnastics Club, TQ12 3SB. The Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd, will be solely responsible for the supply of the Class, Camp or additional service.

## Your Status

2.1 By placing a booking, you warrant that: (a) You are legally capable of entering into binding contracts, or (b) You are at least 18 years old, or (c) A parent or guardian has entered into the Contract on your behalf.

## Booking Process

3.1 When you book a Class, Camp or additional service through our site the contract between our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd and you (the "Contract") will be formed when the Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd accepts your booking. 3.2 Please note that places on Class, Camp or additional services are subject to availability. Your preferred Class, Camp or additional service may not be available in which case you will be notified of an alternative Class, Camp or additional service(s) if available. No payment will be taken for a booking until such time as the Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd accepts your booking. 3.3 Notice of a confirmed booking will be sent to you by email where possible (or alternatively by text, post or newsletter) as soon as details of your payment have been processed and entered into our system. 3.4 The Contract will relate only to the Class, Camp or additional service.

## Price and Payment

4.1 The price of the Class, Camp or additional services will be as quoted on the Site from time to time, except in cases of obvious error. 4.2 These prices exclude VAT. VAT will be added to the total amount due if applicable, i.e. where the Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd is VAT registered. Booking system fees will be applied to each booking. Please contact Saints Southwest for the latest booking fees. 4.3 Prices are liable to change at any time, but changes will not affect bookings for which you have already paid. 4.4 It is always possible that, despite best efforts, some of the Class, Camp or additional services listed on the Booking system may be incorrectly priced. Where a Class, Camp or additional services correct price is less than the stated price on the Booking Form you will be charged the lower amount. If a Class, Camp or additional services correct price is higher than the price stated on the Booking Form, our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd reserves the right to reject your order and notify you of such rejection. 4.5 Our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd is under no obligation to provide the Class, Camp or additional service to you at the incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing. 4.6 Payment for Class, Camp or additional services must be made in full by the start date of the course. If you pay using a credit or debit card, your credit or debit card will be charged on the same day our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd confirms your booking. Cash payments are NOT accepted for courses (in exceptional circumstances cash payments can be made - to apply for this method, use the contact us form on the Saints Southwest website.

# TERMS & CONDITIONS

## **The Class, Camps, Course, Session or Additional Service**

5.1 Coaching and Educational Services CIC Ltd treats as a priority the safety and well-being of all children attending Saints Southwest. Our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd 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 our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd considers a person's behaviour is detrimental to the interests or safety of the persons attending a course. In the event of your removal from a Class, Camp or additional service for any of these reasons no refund of any fees paid by you shall be made.

## **Cancellation and Refunds Policy**

6.1 Our Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd reserve the right to cancel or reschedule a course at any time by sending you a notice to that effect. In circumstances where such cancellation or rescheduling takes place less than 48 hours before the scheduled date then our operator will contact you by telephone/email/text message. In the event that you are sent details of a rescheduled course, you may choose to either attend the rescheduled date or transfer your booking to another available course without any charge by following the instructions in the notice. If you do not wish to attend the course on the rescheduled date offered, or transfer your booking to another available course, you shall not be entitled to receive a full refund. 6.2 You have the right to cancel a confirmed residential course booking at any time by filling out the [cancellation payment form](#) on our website. In the event that you cancel a course a refund of the fees paid by you shall be calculated as follows: (a) 50% refund - if your child no longer wants to attend or is no longer enjoying the course. (b) 100% refund - less an administration fee of £100 (one hundred pounds Sterling) in exceptional circumstances due to illness or injury. Alternatively, you may transfer the residential course booking to an eligible person nominated by you by filling out a [cancellation payment form](#) via our website within 3 working days prior to the start of the course. This clause does not affect your statutory rights. 6.3 In all cases refunds of money received from you will usually be made by the same method originally used by you to pay for your course, please allow 5-10 working days for this refund to appear in your account. 6.4 In any unforeseen circumstances such as; facility closure, poor weather and any coronavirus closures, Coaching and Educational Services CIC Ltd and Coaching & Education Services (SW) Ltd will move all sessions to video conference software to ensure sessions are still delivered.

## **Shop Refund Policy**

If you're not entirely satisfied with your purchase, we're here to help. Returns - You have 10 working days to return an item from the date you received it. To be eligible for a return, The items must be returned in their original condition, which includes any packaging that the item came in. Your item needs to have a receipt or proof of purchase. If a refund or reimbursement is payable to you, we will transfer the money using the same method originally used by you to pay for your purchase within a certain amount of days, depending on your card issuer's policies. Shipping - You will be responsible for paying for your own shipping costs for returning your items. Please note, shipping costs are non-refundable. Contact Us if you have any questions or problems, please contact us via the website.

# TERMS & CONDITIONS

## Liability

7.1 We do not accept any liability to you under or in connection with a Contract made with our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd to the fullest extent permissible by applicable law. 7.2 Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd liability for losses you suffer as a result of our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd breaking a Contract, including deliberate breaches, is strictly limited to the price of the Class, Camp or additional service you booked. 7.3 The above does not include or limit in any way our or our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd liability: (a) For death or personal injury caused by our negligence; (b) Under section 2(3) of the Consumer Protection Act 1987; (c) For fraud or fraudulent misrepresentation; or (d) For any matter for which it would be illegal to exclude or attempt to exclude liability. 7.4 We and our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd are not responsible for indirect losses which happen as a side effect of the main loss or damage even if such losses result from a deliberate breach of these terms that would entitle you to terminate the Contract. 7.5 You shall be liable for the cost of any damage to our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltds property or facilities caused by you or by persons under your control.

## Notices

Other than notices of cancellation sent under clause 6, all notices given by you to us must be given; (i) if to us to Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd via the cancellation payment form on our website and; (ii) if to our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd address set out in the Booking Form. Notices will be deemed received and properly served 24 hours after an email is sent, or 3 days after the date of posting of any letter.

## Transfer of Rights and Obligations

9.1 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without the prior written consent of our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd. 9.2 Our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

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# TERMS & CONDITIONS

## Events outside our control

10.1 Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd 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 Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd ("Force Majeure Event"). 10.2 A Force Majeure Event 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, thunder and lightning, snow, weather warnings, flood, earthquake, subsidence, epidemic or another 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 Force Majeure Event continues, and we or our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd will have an extension of time for performance for the duration of that period. We or our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the obligations under the Contract may be performed despite the Force Majeure Event.

## Waiver

No waiver by our Coaching & Education Services CIC Ltd and Coaching & Education Services (SW) Ltd or 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.

## Severability

If any of these terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## Entire Agreement

These terms and conditions, the Booking Form and any other document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

## Law and Jurisdiction

Contracts for the purchase of Class, Camp or additional services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.