



# SAINTS SOUTHWEST

A PARTNERSHIP WITH  
SOUTHAMPTON FOOTBALL CLUB

## Coaching & Education Services CIC Ltd Terms and Conditions Policy

This page (together with the documents referred to on it) tells you the terms and conditions on which the operator identified on the Booking Form (the "Operator") will supply the course specified in the Booking Form to you (the "Course"). Please read these terms and conditions carefully before booking any course. You should understand that by booking a course, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

### 1. INFORMATION ABOUT

[www.saintssouthwest.co.uk](http://www.saintssouthwest.co.uk) ("Site") is a website operated by Coaching & Education Services CIC 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 Operator will be solely responsible for the supply of the Course.

### 2. YOUR STATUS

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.

### 3. BOOKING PROCESS

3.1 When you book a Course through our Site the contract between our Operator and you (the "Contract") will be formed when the Operator accepts your booking. 3.2 Please note that places on Courses are subject to availability. Your preferred Course may not be available in which case you will be notified of an alternative Course(s) if available. No payment will be taken for a booking until such time as the Operator accepts your booking. 3.3 Notice of a confirmed booking will be sent to you by email where possible (or alternatively by post) as soon as details of your payment have been processed and entered into our system. 3.4 The Contract will relate only to the Course.

### 4. PRICE AND PAYMENT

4.1 The price of the Courses 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 Operator is VAT registered. 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 Courses listed on the Booking Form may be incorrectly priced. Where a Courses correct price is less than the stated price on the Booking Form you will be charged the lower amount. If a Courses correct price is higher than the price stated on the Booking Form, our Operator reserves the right to reject your order and notify you of such rejection. 4.5 Our Operator is under no obligation to provide the Course 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 mis-pricing. 4.6 Payment for Courses 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 Operator confirms your booking. Cash payments are NOT accepted for courses (in exceptional circumstances cash payments can be made - to apply for this method, email [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk)).

## **5. THE COURSE**

5.1 We and our Operators treat as a priority the safety and wellbeing of all children attending Saints Southwest. Our Operator reserves 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 Operator 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 Course for any of these reasons no refund of any fees paid by you shall be made. 5.2 With the rare exception, Southampton FC players do not attend courses.

## **6. CANCELLATION AND REFUNDS POLICY**

6.1 Our Operator reserves 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 be entitled to receive a full refund. Non-Residential Courses 6.2 You have the right to cancel a confirmed course booking at any time by sending a notice to [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk) or by calling us on +44(0)330 223 4932. No refund of any charges paid by you will be made where your notice of cancellation is received by us less than 10 days before the scheduled date of the course. Cancellation notices received more than 10 days before the scheduled date of the course shall entitle you to a refund of the fees paid by you for the course, less an administration fee of £5 (five pounds Sterling). Alternatively, you may transfer the course to a person nominated by you by sending a notice to [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk) or by calling us on +44(0)330 223 4932 within 3 working days prior to the start of the Course. This clause does not affect your statutory rights. Residential Courses 6.3 You have the right to cancel a confirmed residential course booking at any time by sending a notice to [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk) or by calling us on +44(0)330 223 4932. In the event that you cancel a course a refund of the fees paid by you shall be calculated as follows: (a) No refund - where notice of cancellation is received by us 0-29 days before the scheduled date of the Course. (b) 50% refund - where notice of cancellation is received by us 30- 44 days before the scheduled date of the course. (c) 100% refund - less an administration fee of £100 (one hundred pounds Sterling) where notice of cancellation is received by us more than 44 days before the scheduled date of the course. Alternatively, you may transfer the residential course booking to an eligible person nominated by you by sending a notice to [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk) or by calling us on +44(0)330 223 4932 within 3 working days prior to the start of the course. This clause does not affect your statutory rights. 6.4 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.

## **7. LIABILITY**

7.1 We do not accept any liability to you under or in connection with a Contract made with our Operator to the fullest extent permissible by applicable law. 7.2 Our Operator's liability for losses you suffer as a result of our Operator breaking a Contract, including deliberate breaches, is strictly limited to the price of the Course you booked. 7.3 The above does not include or limit in any way our or our Operator's 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 Operator 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 Operator's property or facilities caused by you or by persons under your control.

## **8. 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 at [info@saintssouthwest.co.uk](mailto:info@saintssouthwest.co.uk) and; (ii) if to our Operator, to the Operator's address set out in the Booking Form. Notices will be deemed received and properly served 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter.

## **9. 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 Operator. 9.2 Our Operator 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.

## **10. EVENTS OUTSIDE OUR OR OUR OPERATORS' CONTROL**

10.1 Neither us or our Operator will 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 or our Operator's reasonable control ("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, 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 Force Majeure Event continues, and we or our Operator will have an extension of time for performance for the duration of that period. We or our Operator 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.

## **11. WAIVER**

No waiver by our Operator 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.

## **12. 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.

### **13. 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.

**14. LAW AND JURISDICTION** Contracts for the purchase of Courses 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.