

Beckett Sport Camps – Terms and Conditions

1. Definitions

1.1. In these terms and conditions, the follow words or phrases shall, unless the context requires otherwise, have the following meanings:

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| Beckett Sport Camps | the multi-sports camp delivered by the University |
| Booking | the booking of the Child onto Beckett Sport Camps |
| Booking Period | the period set out in the Online Booking Form |
| Booking Contract | the agreement between the University and the Customer, incorporating the Online Booking Form and these Conditions. |
| Booking Confirmation | the email issued by the University to the Customer confirming the Booking |
| Business Day | A day other than a Saturday or Sunday or a day when the University is closed for business, on which banks are open for normal business in England |
| Child | the child (or children) of the Customer who attend Beckett Sport Camps and is under the age of 18 |
| Charges | the charges payable by the Customer in connection with the Booking, as set out in the Online Booking Form |
| Conditions | these terms and conditions together with any special terms agreed in writing |
| Course Leader | the qualified person or personnel responsible for leading activities during Beckett Sport Camps |
| Customer: | the parent or guardian making the Booking as specified in the Online Booking Form |
| Online Booking Form | the form used by the Customer on the University website here: Beckett Sport Camps Sport and Active Lifestyles Leeds Beckett University |
| Staff | means the qualified personnel delivering the Beckett Sport Camps activities |
| University | Leeds Beckett University |
| Venue | Leeds Beckett University, Headingley Campus, LS6 3QQ |

Any reference to **'we'**, **'us'** or **'our'** in these Conditions is reference to the University, and any reference to **'you'** or **'your'** is reference to the Customer making the Booking.

2. Basis of Contract

2.1. These Conditions apply to the Booking Contract and the provision of Beckett Sport Camps by the University to the Customer. Please read these Conditions carefully before you submit the Online Booking Form, as they set out important information about your and our rights and

obligations. Please note you must agree to these Conditions before you submit the Online Booking Form.

- 2.2. You must be at least 18 years old and resident in the UK to make a Booking.
- 2.3. The University may make changes to these Conditions at any time. However, the Conditions which apply to your Booking will be those in force at the time you submitted the Online Booking Form.
- 2.4. Please print out or save a copy of these Conditions and any emails from the University in connection with the Booking, as we will not save or file any copies. These Conditions are only available in English.

3. Your Booking

- 3.1. In order to apply for a Child's attendance at Beckett Sport Camps you must complete and submit the Online Booking Form and pay the Charges. Please check the details in the Online Booking Form are complete and accurate, and that the Online Booking Form is accompanied by all relevant information required by the University before submission.
- 3.2. Acceptance of your Booking by the University only takes place when the University sends you a Booking Confirmation, at which point a legally binding contract is formed between you and the University on these Conditions.
- 3.3. If the University is unable to accept your Booking, for example because the University was unable to take payment of the Charges, or there has been a mistake regarding the Charges or description of Beckett Sport Camps, the University will email you using the details provided in the Online Booking Form. The University has the right to reject any Booking for any reason.

4. Availability

- 4.1 The descriptions of Beckett Sport Camps are set out on the University's Beckett Sport webpages.
- 4.2 Beckett Sport Camps will be provided at the time(s) and on the date(s) selected by you when completing the Online Booking Form, and as confirmed in the Booking Confirmation.
- 4.3 All Bookings are subject to availability. In certain circumstances beyond the University's reasonable control, the University may need to stop the provision of Beckett Sport Camps, if this happens and it affects your Booking, the University will notify you by email, cancel the Booking and provide you with a full refund of any advance Charges made by you for any provision of Beckett Sport Camps that has not yet been provided.

5. Payment

- 5.1. The Charges for the Child's attendance at Beckett Sport Camps shall be as set out in the Online Booking Form. All Charges are in pounds sterling (£) (GBP) and include VAT at the applicable rate. The University accepts the following credit cards and debit cards: Mastercard and Visa. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 5.2. Charges for Beckett Sport Camps may change at any time. Except as set out in clause 5.3 below, such changes will not affect existing Bookings.

- 5.3. If there has been an error on the Online Booking Form regarding the Charges for Beckett Sport Camps and this affects your Booking, the University will try to contact you using the contact details you provided when you completed the Online Booking Form. The University will give you the option to re-confirm your Booking at the correct Charges or to cancel the Booking. If the University is unable to contact you, it will treat the Booking as cancelled and notify you by email.
- 5.4. The Charges are payable at the time the Customer submits the Online Booking Form and Booking Confirmation shall not be issued unless the Charges have been paid in full. If the payment of the Charges is unsuccessful, the University will try to contact you using the contact details you provided when you completed the Online Booking Form. If the University is unable to contact you, we will cancel the Booking and notify you by email.
- 5.5. Additional Charges in connection with attendance at Beckett Sport Camps, other than those outlined in the Online Booking Form, may be payable at the end of the Booking Period. Such Charges may include, but are not limited to, those payable in the event of late collection at the end of Beckett Sport Camps, in accordance with clause 6.
- 5.6. If any additional Charges are incurred, the University will issue an additional invoice after attendance at Beckett Sport Camps, at the end of the Booking Period, or at the end of the Booking Contract. Invoices will be sent to the email address you provided in the Online Booking Form and must be paid by you within 30 days of receipt. If your payment is not received by the University when due, the University may charge interest on any balance outstanding at the rate of 2% percentage points per year above Barclays Bank plc's base rate.

6. Late Collection and Late Collection Charges

- 6.1 Children **MUST** be collected by the finish time for Beckett Sport Camps as outlined on the Booking Confirmation.
- 6.2 If for any reason you are unable to collect your Child(ren) by the finish time outlined on the Booking Confirmation, the University requires you to contact: **0113 812 3160** as soon as possible. A minimum of two members of staff will wait with your Child(ren) until they are collected. The University will charge you a late pick-up fee of £5.00 (five pounds) for every 15 minutes after the designated pick-up time to cover the additional staffing costs.
- 6.3 Primary contact details are requested on the Online Booking Form at the time of booking. On arrival at Beckett Sport Camps the parent/ guardian will be requested by the University to provide secondary emergency contact details for the Child(ren). The University will use the contact details on the Online Booking Form to contact a parent/ guardian in the first instance if the Child(ren) has not been collected by the finish time outlined on the Booking Confirmation, and if the Child(ren) have still not been collected after 15 minutes following the finish time outlined on the Booking Confirmation. The University shall make several attempts to contact the parent/ guardian. If the University is unable to contact the parent/ guardian and the Child(ren) remains uncollected for a further 15 minutes, the University shall contact the secondary emergency contact number provided and shall make several attempts to contact the parent/ guardian. If the University has had no contact from a parent/ guardian by 60 minutes after the finish time at the latest, the University will contact Emergency Services to advise them of an uncollected Child(ren).
- 6.4 The University reserves the right to refuse future Bookings from Customers who continually pick up late.

7. Booking Alteration

- 7.1. If you wish to alter the Booking, you must notify the University as soon as possible, but in any event by no later than 7 Business Days prior to the commencement of the Booking

Period by email at: juniorsportsacademy@leedsbeckett.ac.uk or by calling us on 01138123160. The University shall review the request to alter the Booking, and where reasonably possible shall accommodate the request, but makes no guarantee that it will be able to accommodate any alteration.

- 7.2. Where an alteration request is agreed to by the University, and it results in further Charges payable by you to the University, you must complete a further Online Booking Form setting out the new details of the Booking. The University shall then issue a Booking Confirmation. The amended Booking Contract will replace and supersede the old Booking Contract.
- 7.3. Where an alteration request is agreed to by the University and it results in Charges already paid being refundable to you, you shall be entitled to either:
 - 7.3.1.a credit in the value of the refundable amount which may be used against a future booking; or
 - 7.3.2.a refund.
- 7.4. If for any reason the University is unable to accommodate the request to alter the Booking, the University will notify you as soon as reasonably practicable and you may: (a) continue with the original Booking as set out in the original Booking Contract; or (b) cancel the Booking and the provisions of clause 8 will apply.
- 7.5. The University will do all that it reasonably can to deliver Beckett Sport Camps at the time(s) and on the date(s) selected in the Online Booking Form and agreed with you in the Booking Confirmation. If there might be a delay to the start time(s) or an alteration to the date(s), we will email you to let you know as soon as reasonably possible. However, the University will not be liable to you for any losses you incur as a result of any delay caused by circumstances beyond the University's reasonable control (for example, severe weather, accidents or unpredictable traffic delays).
- 7.6. Where a delay is caused by circumstances beyond the University's reasonable control, the University will try to commence Beckett Sport Camps as soon as reasonably practicable. If Beckett Sport Camps is delayed, the University will email you to let you know and offer you the option of attendance on alternative time(s) and/or date(s) (subject to availability) or to cancel your Booking and get a full refund, or, refund of any advance Charges made by you for any Beckett Sport Camps Booking Period that has not yet been provided. The University will issue your refund to the same payment method you used when you paid the Charges.
- 7.7. Beckett Sport Camps will take place at the Venue. The University has the right, at its absolute discretion, to alter the Venue for Beckett Sport Camps to enable it to meet the needs of as many customers and/or children as possible. If the University does make any alterations to the Venue, it will contact you as soon as reasonably possible to advise of the alteration of Venue using the contact details you provided when you completed the Online Booking Form. If the University makes any alterations to the Venue, the University will ensure any new Venue is suitable for any needs you outlined in the Online Booking Form at the time of Booking, and there will be no extra charge.

8. Cancellation

- 8.1. You may cancel the Booking Contract by notice in writing to the University. This must be by email to juniorsportsacademy@leedsbeckett.ac.uk and will only be deemed accepted by the University once the University issues an email of acknowledgement to you. The date of cancellation will be the date of the University's email acknowledgement, except where an automatic out of office email response is sent to you during periods where the University is

closed for business, in which case the date of cancellation will be the date the University sends a follow up email to you confirming the cancellation.

- 8.2. If the Booking Contract is cancelled by you, the University may retain all or part of the Charges already paid. These will be calculated as follows:

| Cancellation Date | % of Charges retained |
|---|------------------------------|
| Less than 24 hours before the Booking Period commences | 100% of the Charges |
| Between 24 – 72 hours before the Booking Period commences | 50% of the Charges |
| More than 72 hours before the Booking Period commences | 0% of the Charges |

For the avoidance of doubt, the hours for cancellation shall be calculated from when the University issues you an email of acknowledgment in accordance with clause 8.1. Should you email to cancel the Booking Contract on a non-Business Day, it will be considered as received on the date the University sends you a follow up email confirming the cancellation for the purposes of the calculations in this clause 8.2.

- 8.3. The University shall notify you using the contact details you provided when you completed the Online Booking Form if the University needs to cancel any Booking, or any element of any Booking, including a Booking Contract that the University cannot keep for reasons beyond its control, or if the minimum number of participants is not achieved, the University will use all reasonable endeavours to offer an alternative time(s) and/or date(s) to you, but will have no liability to you. If the University is unable to offer an alternative time(s) and/or date(s) to you, it shall refund any Charges paid by you in full, or refund of any advance Charges made by you for any Beckett Sport Camps Booking Period that has not yet been provided. The University will issue your refund to the same payment method you used when you paid the Charges.
- 8.4. The University shall have the right at any time to terminate the Booking Contract if any one of the following circumstances applies:
- 8.4.1. you fail to pay any amount due under the Booking Contract on the due date for payment;
 - 8.4.2. the occurrence of an event delaying performance or causing a failure to perform any obligations under the Booking Contract if such a delay or failure result from events, circumstances or causes beyond the University's reasonable control;
 - 8.4.3. in the University's reasonable opinion, the continuation of the Booking Contract would create a conflict of interest and/or cause detriment to the University's reputation;
 - 8.4.4. you and/or the Child act in such a way as likely to cause injury or serious disruption to University Staff, students, other participants of Beckett Sport Camps, members of the public or cause damage to property;

9. Your Obligations

- 9.1. You shall:

- 9.1.1. co-operate with the University in all reasonable matters relating to the provision of Beckett Sport Camps;
- 9.1.2. provide the University with such information as it may reasonably require in order to deliver Beckett Sport Camps to your Child and ensure that such information is complete and accurate in all material respects.

9.2. You agree that (and where appropriate, your Child) shall:

9.2.1. comply with the terms of the Booking Contract and any instructions or notices from the University;

9.2.2. not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

9.2.3. not smoke or permit smoking (including e-cigarettes) anywhere in the Venue;

9.2.4. notify the University immediately of any complaints, accidents, losses, damage or claims relating to the Venue during the Booking Period;

9.2.5. ensure that your Child is collected from the Venue by you (or other person authorised by you and confirmed in writing with the authorised persons full name and contact number, by email to juniorsportsacademy@leedsbeckett.ac.uk) by the allotted pick-up time as specified on the Booking Confirmation. If a person other than you is authorised to collect your Child, that authorised person will be required to show ID on collection. All person(s) collecting a Child will be required to provide a signing-out signature. If your child is over the age of 11 and you permit them to leave Beckett Sport Camps at the finish time on their own, express prior written authorisation must be provided to the University by emailing: juniorsportsacademy@leedsbeckett.ac.uk, such email to contain the name and age of the Child;

9.2.6. advise the University prior to the Booking Period if your Child is suffering from any allergy and ensure that your Child brings any medication to Beckett Sport Camps with them;

9.2.7. ensure that your Child behaves in a responsible and safe manner whilst at the Venue. The University may request that you return to the Venue prior to the allotted pick-up time to collect your Child if, in the reasonable opinion of the University, your Child is not behaving in a responsible and safe manner;

9.2.8. not attend the Beckett Sport Camps if your Child is suffering with any infectious illness, including but not limited to the symptoms of cold and flu;

9.2.9. not to bring or permit to be brought any animal onto the Venue without the University's prior consent, with the exception of assistance dogs within the meaning of the Equality Act 2010.

9.3. Any damages or breakages to the Venue will be deemed additional costs. The University will invoice you for any damages or breakages caused by you and/or your Child, and you shall pay for the cost of replacement, damages or loss at the full replacement cost.

10. First Aid

In the case of sickness, accident or injury, the University reserves the right to administer first aid and non-prescription medication to your Child, and to request emergency medical treatment if it is deemed required, unless the University has been notified in writing that it may not do so. Trained first aiders will be present at all Beckett Sport Camps sessions.

11. Medication

11.1 If your Child has any pre-existing medical conditions that may affect their participation in Beckett Sport Camps, or that University staff delivering Beckett Sport Camps need to be aware of, you will be required to complete a separate medical form, which will be emailed to you prior to the Beckett Sport Camps start date, and which requires further information and will enable the University to assess if any adjustments need to be put in place. It is your responsibility to provide the University with all necessary information.

11.2 If your Child requires any specific medical equipment, it is your responsibility to provide it. The University reserves the right to refuse attendance at Beckett Sport Camps until such medical equipment is provided.

11.3 The University and its personnel will not administer, prescribe, recommend, or store any prescriptions or medication (including injections). If your Child is unable to administer medication then you must disclose this on the medical form or, if at a later date, notify the University in writing so that the University can ascertain whether the needs of your Child can be met, and a suitably qualified medical professional can be made available to undertake this role.

11.4 The University reserves the right to request medical evidence of the need for any medication.

12. University's Obligations

12.1. The University takes the safety and welfare of the participants of Beckett Sport Camps seriously. The University shall:

12.1.1. comply with its Safeguarding Policies, which can be located here: <https://www.leedsbeckett.ac.uk/-/media/files/sport-active-lifestyles/junior-documents/sal-safeguardingpolicy-2023.pdf> and https://www.leedsbeckett.ac.uk/-/media/files/policies/safety-health-and-wellbeing/uphs_safeguarding_vulnerable_groups_policy.pdf

12.1.2. ensure that the Course Leader is suitably qualified to lead activities during Beckett Sport Camps; and

12.1.3. ensure that the Course Leader, and any University Staff, delivering Beckett Sport Camps activities has an up-to-date Disclosure and Barring Service certificate in place.

13. Limitation of Liability

13.1. Nothing in these Conditions shall limit or exclude the University's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter which cannot be limited or excluded by law.

13.2. Subject to clause 13.1, the University shall under no circumstances be liable to you for:

13.2.1. any loss or damage that was not foreseeable, any loss or damage not caused by the University's breach or negligence, or any business loss or damage, or

13.2.2. any damage or theft of any property of yours, or your Child's or that of any other guests or invitees to the Venue.

13.3. If the University breaches these Conditions or are negligent, the University is liable to you for foreseeable loss or damage that you suffer as a result. In this context 'foreseeable' means that, at the time the Booking Contract was made, it was either clear that such a loss or damage would occur or you and the University both knew that it might reasonably occur, as a result of something the University did (or failed to do).

13.4. Where you are a consumer, these Conditions will not affect your rights under law which cannot otherwise be excluded. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

14. Your Information

- 14.1 Any personal information that you provide to the University will be dealt with in line with the University's Privacy Policy available here: [Sport and Active Lifestyles Privacy Notice | Leeds Beckett University](#) , which explains what information the University will collect and hold about you and your Child, and how the University collects, stores, uses and shares such information.
- 14.2 It is the University's intention to take photographs of the participants of Beckett Sport Camps during the sessions, however the University acknowledges that you may not wish for your Child to be photographed. You are invited to read the guidance, review and complete the consent form available here: [dataprotection-capturingimages.pdf \(leedsbeckett.ac.uk\)](#) permitting photographs of your Child to be taken. For the avoidance of doubt, where the University does not receive a completed consent form from you, photographs of your Child shall not be taken.

15. General Terms

- 15.1. **Complaints.** If you are unhappy with the University or Beckett Sport Camps, please contact the University by telephone on 0113 812 3160 or in writing at sport@leedsbeckett.ac.uk
- 15.2. **Force Majeure.** The University shall not be in breach of the Booking Contract nor liable for delay in performing or failure to perform, any of its obligations under the Booking Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.3. **Notices.** Notices shall be deemed to have been duly received:
- 15.3.1. if delivered by email, at the time of transmission, and if to the University on receipt of an acknowledgement email;
- 15.3.2. if delivered personally, when left at the registered address of the University or the address notified by you in the Online Booking Form; or
- 15.3.3. if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or
- 15.3.4. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.4. **Assignment.** You are not allowed to transfer your rights under the Booking Contract to anyone without the University's prior written consent. The University may transfer, its rights and responsibilities under the Booking Contract to another business without your consent, but the University will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 15.5. **Entire Agreement.** The Booking Contract contains all the terms which you and the University have agreed with respect to its subject matter and supersedes all previous agreements and understandings between you and the University (whether oral or in writing) relating to such subject matter. You acknowledge and agree that you have not been induced to enter into the Booking Contract by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in the Booking Contract are (to the fullest extent permitted by law) excluded from the Booking Contract.
- 15.6. **No Third-Party Rights.** No one other than the University or you has any right to enforce the Booking Contract. If you breach the Booking Contract and the University takes

no action, the University will still be entitled to use its rights and remedies in any other situation where you breach the Booking Contract.

15.7. **Severability.** If any provision of the Booking Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Booking Contract will not be affected.

15.8. **Governing Law and Jurisdiction.** The Booking Contract shall be governed by the laws of England and Wales, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.