

SPORTING GAP YEARS LIMITED

TERMS AND CONDITIONS

1. ABOUT THESE TERMS

Sporting Gap Years Limited is a company registered in England and Wales, with its registered office at 44 Cock Robin Lane, Catterall, Lancashire, PR3 0HH ("Sporting Gap Years", "SGY", "we", "us" or "our").

These Terms and Conditions apply to bookings made for programmes, placements and related services arranged by Sporting Gap Years Limited.

Please read these Terms and Conditions carefully before making a booking. They contain important information about your booking, payments, cancellations, sporting placement, accommodation, insurance, travel, conduct and responsibilities.

By submitting an application, accepting a placement, paying a deposit or other programme payment, or otherwise confirming your participation in a Sporting Gap Years programme, you confirm that you have read, understood and agreed to these Terms and Conditions.

References to "you", "your" or "participant" mean the person participating in the programme and, where applicable, the person making or paying for the booking on their behalf.

Where a participant is under 18 at the time of booking, the parent or legal guardian making or approving the booking is responsible for ensuring that these Terms and Conditions are understood and complied with.

Nothing in these Terms and Conditions is intended to exclude or restrict any rights or remedies which cannot lawfully be excluded or restricted.

2. NATURE OF THE SPORTING GAP YEARS SERVICE

Sporting Gap Years provides sporting placement and programme-arrangement services.

Depending upon the programme selected, we may assist with or arrange elements including sporting club or academy introductions, sporting placements, accommodation and general programme support.

You acknowledge that sporting clubs, academies, coaches, accommodation providers, host families and other third-party providers are separate persons or organisations and may operate independently from Sporting Gap Years.

Where a service forms part of our contractual obligations to you, nothing in these Terms and Conditions excludes any responsibility which Sporting Gap Years is legally required to accept for that service.

Unless expressly confirmed by us in writing as forming part of your programme, additional services, benefits, activities or arrangements offered directly to you by a club, host, accommodation provider or other third party do not form part of your contract with Sporting Gap Years.

3. INFORMATION PROVIDED BY YOU

Our ability to identify and arrange an appropriate sporting and accommodation placement depends heavily upon the information you provide to us.

You must provide complete, honest, current and accurate information throughout the application and placement process.

This includes, where relevant:

- your sporting history, experience, playing level and position;
- previous clubs, academies or representative experience;
- injuries and previous significant injuries;
- medical conditions;
- physical or mental health conditions which may reasonably affect your participation or placement;
- allergies and dietary requirements;
- disabilities or accessibility requirements;
- medication;
- criminal convictions where disclosure is lawfully requested and relevant;
- behavioural or disciplinary matters which may reasonably affect a placement;
- driving status where relevant;
- visa or immigration circumstances; and
- any other information reasonably requested by Sporting Gap Years in connection with the programme.

Club and accommodation placements are made in good faith using the information available to Sporting Gap Years at the time.

Sporting Gap Years cannot be held responsible for problems with a placement which arise because information supplied by you was false, inaccurate, incomplete, misleading or withheld, to the extent permitted by law.

You must notify Sporting Gap Years promptly if any relevant information or circumstances change after your application or booking.

If material information is discovered to have been withheld or misrepresented, Sporting Gap Years reserves the right, where reasonable and lawful, to reconsider, change, suspend or terminate your placement.

4. SPORTING PLACEMENTS

Sporting Gap Years will use reasonable care and skill when arranging your sporting placement based upon the information available to us.

However, sporting environments are inherently subjective and changeable.

A placement with a particular club, academy, team, coach, competition, division or level does not amount to a guarantee of:

- selection;
- playing time;
- starting positions;
- match appearances;
- squad status;
- progression to a higher team;
- trials with other clubs;
- contracts;
- scholarships;
- professional or semi-professional opportunities;
- financial payments from a club;
- sporting success;
- continued selection throughout the programme; or
- any particular sporting outcome.

The purpose of Sporting Gap Years is to provide participants with an opportunity to participate within an appropriate sporting environment. Your progress and playing opportunities after arrival will depend upon factors outside our direct control.

These may include your performance, fitness, attitude, attendance, behaviour, injury status, tactical suitability, coach decisions, team selection, competition rules, availability of fixtures and the performance of other players.

5. PLAYING TIME AND TEAM SELECTION

Sporting Gap Years aims to place participants with clubs where there is a genuine opportunity to train, compete and develop.

However, **playing time cannot be guaranteed.**

Selection for matches, starting positions, substitutions, squad selection, movement between teams and the amount of playing time received are sporting decisions made by the relevant club and its coaching staff.

These decisions may be based upon performance, ability, fitness, attitude, attendance, tactical considerations, competition, injury, disciplinary matters and the needs of the team.

A lack of playing time, selection or preferred playing position does not by itself mean that Sporting Gap Years has failed to provide the programme.

Participants are expected to approach their placement professionally and understand that opportunities must continue to be earned through their performance and conduct.

6. CHANGES TO CLUB OR SPORTING PLACEMENT

Clubs, coaches, teams, competitions and sporting circumstances can change before or during a programme.

Sporting Gap Years therefore reserves the right, where reasonably necessary or appropriate, to change a participant's club, academy, team or sporting placement.

Reasons may include, without limitation:

- a club becoming unavailable;
- changes in coaching staff;
- withdrawal of a club from a competition;
- a club being unable to provide an appropriate environment;
- safeguarding concerns;
- accommodation or geographical considerations;
- changes in the participant's circumstances;
- information becoming available after the original placement;
- sporting suitability;
- disciplinary or behavioural concerns;
- breakdown of the relationship between participant and club; or
- circumstances outside Sporting Gap Years' reasonable control.

Where reasonably practicable, Sporting Gap Years will seek to identify an appropriate alternative.

An alternative placement does not have to be identical to the original placement in terms of club, league, location, facilities, coaching structure or sporting level.

7. TRAINING, MATCHES AND CLUB FACILITIES

Sporting schedules are subject to change.

There may be periods during your programme where there are fewer or no scheduled matches or training sessions.

This may occur because of:

- off-seasons;

- pre-season or post-season periods;
- public holidays;
- weather;
- pitch conditions;
- facility availability;
- competition scheduling;
- cancelled fixtures;
- club decisions;
- coach availability;
- injuries or squad changes; or
- circumstances outside Sporting Gap Years' control.

Access to particular club facilities, gyms, pitches, equipment, coaches or support services is not guaranteed unless specifically stated as an included element of your programme.

8. PARTICIPANT CONDUCT

Participants represent both themselves and Sporting Gap Years while taking part in a programme.

You are expected to behave responsibly, respectfully and appropriately at all times.

You must comply with:

- reasonable instructions issued by Sporting Gap Years;
- club and academy rules;
- coaching instructions;
- accommodation rules;
- host-family rules;
- local laws;
- visa and immigration requirements;
- safeguarding requirements;
- sporting governing-body rules; and
- reasonable standards of behaviour expected within the relevant community.

Serious or repeated misconduct may result in disciplinary action and may ultimately result in termination of your placement.

Examples of unacceptable conduct may include, without limitation:

- violence or threatening behaviour;
- bullying, harassment or discrimination;
- abusive behaviour;
- theft or deliberate property damage;
- serious or repeated breaches of accommodation rules;
- serious or repeated breaches of club rules;
- illegal drug use;

- criminal behaviour;
 - attending training or club activities while impaired by alcohol or drugs;
 - conduct creating a material safety risk;
 - serious safeguarding breaches;
 - persistent non-attendance without reasonable explanation;
 - serious insubordination towards club, host or SGY personnel; or
 - behaviour which materially damages the participant's relationship with their club, host or accommodation provider.
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9. TERMINATION BY SPORTING GAP YEARS

Sporting Gap Years reserves the right to suspend or terminate a participant's placement where there are serious grounds for doing so.

This may include serious misconduct, unlawful behaviour, serious or repeated breaches of programme rules, serious safety or safeguarding concerns, deliberate material misrepresentation during the application process, or conduct which makes continuation of the placement unreasonable or unsafe.

Where circumstances permit, Sporting Gap Years may give the participant an opportunity to address the problem before terminating the placement. Serious matters may justify immediate action.

Where a placement is terminated as a direct result of the participant's serious or repeated misconduct or material breach of these Terms and Conditions, Sporting Gap Years will not be responsible for costs arising from the participant's conduct, including reasonable costs of alternative accommodation, transportation or early return travel, except where the law requires otherwise.

Any entitlement to a refund will be determined in accordance with applicable law, the services already provided, costs incurred and the circumstances leading to termination.

10. CLUB TERMINATION AND DISCIPLINARY ACTION

Your club or academy may operate its own disciplinary procedures and codes of conduct.

If your behaviour, attendance, performance-related conduct or breach of club rules results in suspension or termination by your club, you must notify Sporting Gap Years immediately.

Sporting Gap Years will consider the circumstances and determine whether an alternative sporting placement can reasonably be arranged.

Sporting Gap Years does not guarantee that an alternative placement will be available where your original placement has ended because of your misconduct or material breach of club rules.

11. ACCOMMODATION

Where accommodation is included in your programme, Sporting Gap Years will provide details of the accommodation arranged for you.

Accommodation may include:

- homestay accommodation;
- shared houses or apartments;
- club-arranged accommodation;
- student-style accommodation;
- private accommodation providers; or
- other suitable accommodation.

Accommodation standards, room sizes, furnishings, layouts, locations and facilities naturally differ between properties.

Unless specifically confirmed in writing, participants should not assume that a particular property, room, host or facility shown in promotional material will be their actual accommodation.

12. ACCOMMODATION PHOTOGRAPHS AND DESCRIPTIONS

Photographs, videos, descriptions, maps and other representations of accommodation or programme locations appearing on our website, social media, brochures, proposals or other marketing materials are provided as a **general guide only**.

They may show representative or previous accommodation rather than the exact property which will ultimately be allocated to you.

Properties, hosts, furnishings, facilities and accommodation arrangements may change.

Sporting Gap Years will use reasonable care to ensure material information provided about accommodation is not misleading, but we cannot guarantee that your accommodation will be identical to photographs, videos or examples previously provided unless a specific property has expressly been confirmed as part of your booking.

13. ACCOMMODATION RULES

You must comply with all reasonable rules imposed by your accommodation provider or host.

These may include rules relating to:

- visitors and overnight guests;
- noise;
- parties;
- smoking or vaping;
- alcohol;
- drugs;
- pets;
- cleaning;
- security;
- keys;
- parking;
- shared facilities;
- damage;
- curfews where appropriate and lawful; and
- respectful behaviour towards hosts, neighbours and other residents.

Serious or repeated breaches may result in you being required to leave the accommodation.

If you are evicted or required to leave accommodation because of your serious or repeated misconduct or breach of accommodation rules, Sporting Gap Years cannot guarantee replacement accommodation.

You may also be responsible for reasonable additional costs resulting directly from your conduct, including emergency accommodation, cleaning, damage, transport or relocation costs.

14. HOSTED/HOMESTAY ACCOMMODATION

Where you are placed in hosted or homestay accommodation, the accommodation elements included through Sporting Gap Years will be those expressly confirmed as part of your programme.

Unless otherwise confirmed in writing, this will generally relate to your accommodation and agreed household utilities and Wi-Fi.

A host may voluntarily offer additional assistance, benefits or services. Examples might include:

- meals or food;
- lifts or transportation;
- use of a bicycle or vehicle;
- social activities;
- tickets;
- excursions;

- laundry;
- equipment;
- introductions to other people;
- use of additional household facilities; or
- other hospitality.

Unless expressly included and arranged by Sporting Gap Years as part of your programme, such extras are private arrangements between you and the host and do not form part of your Sporting Gap Years booking.

You should clarify directly with your host whether any additional service involves a cost before accepting it.

15. CHANGES TO ACCOMMODATION

Sporting Gap Years reserves the right to change accommodation before or during the programme where reasonably necessary or appropriate.

This may include circumstances where:

- a host becomes unavailable;
- a tenancy or accommodation arrangement ends;
- there are maintenance or safety concerns;
- the participant and host are incompatible;
- there are safeguarding concerns;
- a property becomes unsuitable;
- the sporting placement changes;
- geographical requirements change; or
- circumstances outside Sporting Gap Years' reasonable control require relocation.

Any replacement accommodation may differ in style, size, location, host arrangements, facilities and travel distance.

Sporting Gap Years will use reasonable efforts to provide an appropriate alternative having regard to the circumstances.

16. DAMAGE TO ACCOMMODATION

You are responsible for treating accommodation and its contents with reasonable care.

You may be responsible for the reasonable cost of repairing or replacing property which you deliberately or negligently damage, subject to applicable law and any accommodation-provider procedures.

Any damage must be reported promptly to the accommodation provider and, where appropriate, Sporting Gap Years.

You should not attempt significant repairs yourself without permission.

17. MOTOR VEHICLES AND TRANSPORT

Unless expressly stated otherwise as part of your programme, Sporting Gap Years does not provide motor vehicles to participants.

Any car, motorcycle, scooter, van or other motor vehicle which you:

- purchase;
- hire;
- rent;
- borrow;
- are lent by a host;
- are lent by a club;
- are lent by a teammate or coach; or
- otherwise obtain access to,

is your responsibility and does not form part of your Sporting Gap Years programme unless Sporting Gap Years expressly confirms otherwise in writing.

Before driving any vehicle, you are responsible for ensuring that:

- you hold a legally valid driving licence;
- you are legally permitted to drive in the destination country;
- the vehicle is legally permitted to be used;
- you have appropriate insurance;
- you understand the insurance terms and excess;
- you comply with local road laws; and
- you have the owner's permission to drive the vehicle.

You are responsible for fines, tolls, parking charges, insurance excesses, penalties and other charges arising from your use of a vehicle, to the extent legally applicable to you.

Sporting Gap Years accepts no responsibility for private vehicle arrangements made between you and a host, club, coach, teammate, rental company or other third party, except to the extent that liability cannot lawfully be excluded.

18. LOCAL TRAVEL

Unless expressly included in your programme, you are responsible for your own local transportation.

This may include travel:

- to and from training;
- to matches;
- to work or study;
- between accommodation and your club;
- to shops and social activities;
- to airports;
- to medical appointments; and
- for personal activities.

You should budget appropriately for local transport before departure.

19. HEALTH AND FITNESS TO PARTICIPATE

You are responsible for ensuring that you are physically and medically capable of participating in the programme.

You must disclose relevant medical conditions, injuries or other circumstances where Sporting Gap Years reasonably requires that information to assess or administer your placement.

You should obtain appropriate medical advice before departure where you have concerns about your ability to participate.

Sporting Gap Years is not a medical provider and cannot provide medical diagnosis or medical advice.

20. ALLERGIES

You are responsible for managing your own allergies.

This includes allergies relating to:

- food;
- medication;
- animals;
- insects;
- environmental conditions; and
- other substances.

You must ensure that relevant allergy information is disclosed where reasonably necessary for your placement and accommodation.

You are responsible for carrying any medication prescribed or recommended for your allergy and for understanding how and when it should be used.

You must not assume that accommodation providers, hosts, clubs, coaches, restaurants or other third parties can guarantee an allergen-free environment.

Where you have a severe or potentially life-threatening allergy, you should discuss appropriate precautions with a qualified medical professional before travelling.

21. MEDICATION

You are responsible for ensuring that any medication you require is legal in the destination country and that you have sufficient supplies or an appropriate plan for obtaining further supplies.

You should investigate whether supporting medical documentation is required for travelling with prescription medication.

Sporting Gap Years cannot guarantee availability of particular medication overseas.

22. TRAVEL INSURANCE

Adequate travel insurance is mandatory for participation in a Sporting Gap Years programme.

Your insurance should be appropriate for the activities you will undertake and your destination and should, where appropriate, include cover for:

- medical treatment;
- hospitalisation;
- sporting activities;
- injury;
- emergency repatriation;
- personal liability;
- baggage and personal possessions;
- travel disruption;
- cancellation and curtailment; and
- any relevant pre-existing medical conditions.

It is your responsibility to read and understand your insurance policy and ensure that the sporting activities you intend to undertake are covered.

You must provide Sporting Gap Years with evidence of suitable insurance no later than 30 days before departure if requested.

If you fail to obtain or provide evidence of required insurance, Sporting Gap Years may be unable to permit you to participate.

23. SPORTING INJURY

Participation in sport carries an inherent risk of injury.

Injuries may affect your ability to train, compete or complete your placement.

If you become injured, you must follow appropriate medical advice and notify your club and Sporting Gap Years where the injury materially affects your programme.

Sporting Gap Years does not guarantee alternative sporting activities, programme extensions or refunds solely because an injury prevents or restricts sporting participation, subject always to your statutory rights and the terms applicable to your booking.

This is one reason comprehensive insurance is required.

24. PASSPORTS

You are responsible for obtaining and maintaining a valid passport suitable for your destination and travel dates.

You should check the official entry requirements of the relevant destination country.

Requirements can change and may include minimum passport validity periods or requirements concerning the passport's issue date.

Sporting Gap Years may provide general guidance but does not accept responsibility for a participant failing to satisfy applicable passport requirements where those requirements are the participant's responsibility.

25. VISAS AND IMMIGRATION

You are solely responsible for determining, applying for, obtaining and maintaining any visa, electronic travel authorisation (ETA), permit or other immigration status required for your programme and stay in the destination country.

Sporting Gap Years Limited does not accept responsibility for arranging, submitting or managing visa or immigration applications on your behalf. This includes responsibility for identifying application deadlines, completing application forms, gathering supporting documentation, paying application fees, attending appointments, monitoring application progress and ensuring that all requirements are met within the relevant timeframes.

It is your responsibility to research the applicable visa and immigration requirements, use the relevant official government guidance, submit any applications in good time and ensure that all necessary permissions are obtained before travelling or commencing your programme.

Sporting Gap Years may, where appropriate, provide general guidance, information or supporting documents to assist with your application. However, any such assistance is provided on an advisory basis only and does not transfer responsibility for the application or its outcome to Sporting Gap Years.

Sporting Gap Years cannot guarantee that a visa or other immigration permission will be granted, that an application will be processed within a particular timeframe, or that any permission granted will remain valid throughout your programme.

You are responsible for ensuring that you meet all applicable entry, residence, study, sporting and employment requirements, as relevant to your circumstances, and for complying with all conditions attached to any visa or immigration permission.

Failure to obtain the necessary visa or immigration permission, submit an application on time, provide the required documentation or comply with the applicable requirements may prevent you from travelling, entering the destination country or participating in your programme. **Any resulting disruption, additional costs or inability to participate will be your responsibility**, subject to your statutory rights and any responsibility Sporting Gap Years cannot lawfully exclude.

You should not assume that a programme booking, sporting placement, invitation letter or supporting documentation from Sporting Gap Years guarantees your eligibility to enter or remain in the destination country.

Where the participant is under 18, the parent or legal guardian responsible for the booking must ensure that the participant's visa and immigration requirements are appropriately managed.

26. FLIGHTS AND INTERNATIONAL TRAVEL

Unless flights are expressly included in your booking, you are responsible for arranging and paying for your own international travel.

You should not book non-refundable flights until Sporting Gap Years has provided appropriate confirmation concerning your programme dates.

Sporting Gap Years is not responsible for airline schedule changes, cancellations, missed flights, baggage charges or airline disputes where the relevant flight is not part of a service contracted through Sporting Gap Years.

27. BAGGAGE, POSSESSIONS AND VALUABLES

You are responsible for your baggage, money, documents, electronic devices, sporting equipment and other possessions.

You should take reasonable precautions to keep valuables secure and ensure that your insurance provides suitable cover.

Sporting Gap Years is not responsible for loss, theft or damage to personal belongings except where such loss or damage results from a matter for which Sporting Gap Years is legally responsible.

28. PRICES

All prices quoted by Sporting Gap Years are in GBP (Great British Pounds) unless expressly stated otherwise.

Any currency conversions shown on our website, proposals, marketing material or correspondence are estimates for comparison purposes only.

Actual exchange rates and card or banking charges are determined by your bank, card provider or payment provider.

The programme price and services included will be those confirmed in your booking documentation, subject to these Terms and Conditions and applicable law.

29. PAYMENT SCHEDULE

Unless an alternative payment schedule has been expressly agreed by Sporting Gap Years in writing, programme payments are due as follows:

Upon booking: £750 deposit.

12 months before departure: a further £2,000 payment.

90 days before departure: the full remaining programme balance.

Where a booking is made less than 12 months before departure, any instalments which would already have fallen due may become payable at the time of booking.

Where a booking is made within 90 days of departure, the full programme price may be payable immediately.

Your booking is not treated as fully paid until all amounts due have cleared.

Failure to make payments by the required dates may result in suspension or cancellation of your booking after reasonable notice, subject to applicable law.

30. CANCELLATION BY YOU

If you wish to cancel your programme, you must notify Sporting Gap Years in writing as soon as possible.

Cancellation may result in Sporting Gap Years retaining amounts reasonably attributable to services already provided, commitments entered into on your behalf and losses which Sporting Gap Years cannot reasonably recover, subject to applicable consumer law.

You are strongly advised to obtain travel insurance which provides suitable cancellation cover from the date you make your booking.

Any cancellation charge or refund entitlement will be determined in accordance with your booking, the timing and circumstances of cancellation, costs already incurred and applicable law.

31. EARLY DEPARTURE

If you voluntarily choose to leave your programme early, you must inform Sporting Gap Years.

Sporting Gap Years cannot guarantee a refund for unused portions of a programme where services have already been supplied, reserved or paid for, subject to applicable law and the circumstances of the cancellation.

Any costs associated with voluntary early departure, including replacement flights, airport transport and additional accommodation, will normally be your responsibility.

32. CANCELLATION OR MATERIAL CHANGE BY SPORTING GAP YEARS

Sporting Gap Years plans programmes many months in advance and circumstances can change.

We reserve the right to make reasonable changes to programme arrangements where necessary.

Where a significant change is required, we will inform you as soon as reasonably practicable.

Any right to cancel a programme, provide an alternative or issue a refund will be exercised in accordance with applicable law and the circumstances of the booking.

Nothing in these Terms and Conditions is intended to remove any refund, cancellation or alternative-arrangement rights which you have under applicable consumer or travel law.

33. EVENTS OUTSIDE REASONABLE CONTROL

Circumstances may arise which are outside the reasonable control of Sporting Gap Years and which could not reasonably have been avoided despite appropriate measures.

Examples may include:

- war or threat of war;
- terrorism;
- civil unrest;
- natural disasters;
- extreme weather;
- flood or fire;
- epidemic or pandemic;
- government restrictions;
- border closures;
- industrial action;
- widespread transport disruption;
- sporting governing-body decisions; and
- other comparable unavoidable and extraordinary circumstances.

The parties' rights and obligations in these circumstances will be determined in accordance with applicable law and the particular services affected.

34. ACCURACY OF WEBSITE AND MARKETING MATERIAL

Sporting Gap Years takes reasonable care to ensure that information contained on its website, social-media channels, brochures, proposals and other marketing materials is accurate when published.

However, sporting programmes are dynamic and circumstances may change.

Club information, accommodation, coaching arrangements, locations, photographs, facilities, competition structures and programme schedules may change.

Photographs and descriptions are intended to provide a reasonable representation and should not be interpreted as guaranteeing every individual feature shown unless specifically confirmed as part of your booking.

If a particular feature or requirement is essential to your decision to book, you should inform Sporting Gap Years in writing before confirming your booking.

35. THIRD-PARTY ACTIVITIES AND PRIVATE ARRANGEMENTS

During your programme, you may be offered activities or services which are not organised or included by Sporting Gap Years.

These might include trips, parties, social events, excursions, private coaching, additional sports, employment, vehicle use or other activities arranged by hosts, teammates, clubs or other third parties.

Unless Sporting Gap Years has expressly confirmed that the activity forms part of your programme, participation is a private decision and does not form part of your contract with Sporting Gap Years.

You should satisfy yourself regarding the suitability, safety, insurance and cost of any such activity before participating.

36. EMPLOYMENT AND PAID WORK

Unless expressly stated as an included service, Sporting Gap Years does not guarantee paid employment, hours of work, salary levels or any particular employment opportunity.

Where participants seek or undertake employment while overseas, they are responsible for ensuring that their visa permits such work and for complying with local employment and taxation requirements.

Any employment contract entered into directly between a participant and an employer is separate from the Sporting Gap Years programme unless expressly stated otherwise.

37. ALCOHOL, DRUGS AND ILLEGAL ACTIVITY

You must comply with the laws of the destination country concerning alcohol, controlled drugs and other prohibited substances.

Illegal drug use or other serious unlawful conduct may result in immediate suspension or termination of your programme where justified.

Sporting Gap Years will not be responsible for fines, criminal penalties, legal expenses, deportation costs or other consequences resulting from your unlawful conduct.

38. LOCAL LAWS AND CULTURAL RESPONSIBILITY

You are responsible for familiarising yourself with and complying with the laws and regulations of your destination country.

Participants should also behave respectfully towards local customs, cultures, communities, teammates, hosts and accommodation providers.

Laws and social expectations may differ significantly from those in the United Kingdom.

39. EMERGENCIES

In an emergency, your first priority should be contacting the appropriate local emergency service where immediate police, fire or medical assistance is required.

You should notify Sporting Gap Years as soon as reasonably practicable of any serious incident affecting your programme.

Participants should retain accessible copies of:

- passport information;
- visa information;
- insurance details;
- emergency contact information;
- accommodation details; and
- relevant medical information.

EMERGENCY CONTACTS AND PERMISSION TO COMMUNICATE

By providing Sporting Gap Years Limited with the details of an emergency contact, parent, guardian, next of kin or other nominated contact, you authorise Sporting Gap Years to contact and communicate with that person where we reasonably consider it appropriate in connection with your programme, welfare, safety or participation.

This permission includes, but is not limited to, circumstances involving:

- an accident, injury, illness or medical emergency;
- concerns regarding your physical or mental wellbeing;
- an emergency or safeguarding concern;
- an incident involving the police, emergency services or other authorities;
- serious or repeated misconduct or disciplinary matters;
- suspension or termination of your sporting placement;
- problems or termination relating to your accommodation;
- circumstances where you are required to leave your accommodation;
- significant travel disruption or an unexpected change to your programme;
- circumstances where Sporting Gap Years is unable to contact you directly;
- concerns regarding your whereabouts or safety;
- circumstances which may result in you returning home early; or

- any other situation where Sporting Gap Years reasonably considers communication with your nominated contact to be appropriate for the proper management of your welfare, safety or programme.

You authorise Sporting Gap Years to disclose to your nominated emergency contact such information about you and the relevant circumstances as Sporting Gap Years reasonably considers necessary and proportionate for the purpose of dealing with the situation.

This may include relevant information concerning your location, welfare, health, accommodation, sporting placement, conduct, travel arrangements or the circumstances of an incident, where it is appropriate and lawful to do so.

You acknowledge that Sporting Gap Years may contact your nominated emergency contact without obtaining your further permission at the time where we reasonably consider that doing so is appropriate.

You are responsible for ensuring that the emergency contact details you provide are accurate and kept up to date throughout your programme. You should also inform your nominated emergency contact that you have provided their contact details to Sporting Gap Years and that Sporting Gap Years may contact them in accordance with these Terms and Conditions.

Any personal information shared under this clause will be handled in accordance with applicable data-protection law and Sporting Gap Years' Privacy Policy.

40. COMPLAINTS

If you experience a problem during your programme, you must notify Sporting Gap Years as soon as reasonably possible so that we have an opportunity to investigate and, where appropriate, remedy the issue.

Where the problem concerns a club, accommodation provider or host, you should also raise the issue appropriately with that provider where it is reasonable and safe to do so.

You should provide sufficient information to allow the issue to be investigated, including relevant dates, details and supporting evidence where available.

Sporting Gap Years will investigate complaints reasonably and seek an appropriate resolution.

Waiting until the programme has ended before reporting a problem may reduce our ability to investigate or remedy it, although this does not remove any statutory rights you may have.

41. PARTICIPANT RESPONSIBILITY TO MITIGATE PROBLEMS

Participants are expected to act reasonably when a problem occurs.

You should inform Sporting Gap Years promptly, follow reasonable instructions and avoid unnecessarily increasing losses or costs.

You should not independently abandon accommodation or a sporting placement without contacting Sporting Gap Years first unless remaining there would reasonably create an immediate safety risk.

42. PERSONAL EXPENSES

Unless expressly included in your programme price, you are responsible for your own personal expenditure.

This may include food, transport, telephone charges, leisure activities, clothing, sporting equipment, gym memberships, medical expenses, vehicle expenses and other personal costs.

Participants should ensure they have sufficient accessible funds for normal living costs and emergencies.

43. SOCIAL MEDIA AND PUBLIC CONDUCT

Participants should recognise that online behaviour may affect their club, host, Sporting Gap Years and other participants.

You must not use social media to engage in unlawful harassment, threats, discrimination or other serious misconduct connected with the programme.

You should also respect the privacy of hosts, teammates, coaches and other participants and should not publish private or sensitive information about them without appropriate permission.

44. DATA AND PRIVACY

Sporting Gap Years may need to collect, store and share relevant personal information for the purpose of arranging and administering your programme.

This may include sharing appropriate information with clubs, academies, accommodation providers, hosts and other relevant providers.

Personal information will be handled in accordance with applicable data-protection law and Sporting Gap Years' Privacy Policy.

Where health or other sensitive information needs to be shared for placement, safety or safeguarding purposes, it will be handled in accordance with applicable legal requirements.

45. PHOTOGRAPHY AND MEDIA

Sporting Gap Years may separately request permission to use photographs, video or other media featuring participants for promotional, informational or social-media purposes.

Any consent arrangements should be dealt with in accordance with applicable privacy and data-protection requirements.

Participants must also respect any photography or media rules imposed by clubs, accommodation providers or sporting organisations.

46. LIABILITY

Nothing in these Terms and Conditions excludes or limits Sporting Gap Years' liability where it would be unlawful to do so.

In particular, nothing in these Terms and Conditions excludes liability for death or personal injury caused by negligence where such liability cannot legally be excluded, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or restricted.

Subject to those limitations, Sporting Gap Years is not responsible for losses caused by:

- your own acts or omissions;
- information which you materially misrepresent or fail to disclose;
- private arrangements which do not form part of your programme;
- unlawful conduct;
- failure to comply with visa, passport or immigration requirements for which you are responsible; or
- matters for which Sporting Gap Years is not legally responsible.

Nothing in this clause affects your statutory rights.

47. CHANGES REQUESTED BY YOU

If you request changes to your programme after booking, Sporting Gap Years will consider the request but cannot guarantee that the change can be made.

Where a change creates additional third-party charges or administrative costs, you may be required to pay reasonable additional costs before the change is confirmed.

No requested change is effective until confirmed by Sporting Gap Years.

48. TRANSFER OF BOOKINGS

You may not transfer your programme to another person without prior written approval from Sporting Gap Years.

Any permitted transfer will be subject to the suitability of the replacement participant, third-party provider requirements, applicable law and any reasonable additional costs arising from the transfer.

49. COMMUNICATION

You are responsible for providing Sporting Gap Years with accurate and current contact information.

You should regularly monitor the email address and telephone number provided to us, particularly in the period leading up to departure.

You must inform us promptly if your contact details change.

Important programme information sent to the contact details you have provided may be treated as having been communicated to you, subject to applicable law.

50. SEVERABILITY

If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, unlawful or unenforceable, that provision shall be treated as modified or removed to the minimum extent necessary.

The remaining provisions will continue to apply.

51. NO WAIVER

If Sporting Gap Years does not immediately enforce a provision of these Terms and Conditions, this does not mean that Sporting Gap Years has waived its right to enforce that provision later.

Similarly, allowing flexibility on one occasion does not automatically require Sporting Gap Years to provide the same flexibility on another occasion.

52. ENTIRE AGREEMENT

These Terms and Conditions, together with your booking confirmation and any other documents expressly stated to form part of your booking, set out the basis of the agreement between you and Sporting Gap Years.

Nothing in this clause excludes liability for fraud or fraudulent misrepresentation or limits rights which cannot lawfully be excluded.

53. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions and your booking with Sporting Gap Years Limited are governed by the laws of England and Wales.

Any dispute will be dealt with by the courts having jurisdiction under applicable law.

Nothing in this clause is intended to deprive a consumer of any mandatory rights concerning jurisdiction which apply to them under applicable law.

54. ACKNOWLEDGEMENT

By confirming your booking, you acknowledge that:

- you have read and understood these Terms and Conditions;
- you understand the nature of a sporting placement;
- you understand that playing time and team selection cannot be guaranteed;
- you understand that clubs, accommodation and programme arrangements may reasonably change;
- you understand your responsibility to provide complete and accurate information;
- you understand your responsibility for passports, visas, insurance and personal travel requirements;
- you understand your responsibilities concerning conduct and accommodation rules;
- you understand that private arrangements with hosts, clubs and other third parties may fall outside your Sporting Gap Years programme; and

- you agree to comply with the reasonable requirements of Sporting Gap Years and the organisations involved in your programme.

Sporting Gap Years Limited

44 Cock Robin Lane

Catterall

Lancashire

PR3 0HH

United Kingdom

Company Number: 14660604