

# TERMS & CONDITIONS

Sporting Gap Years Limited is a company registered in England and Wales under company registration number (enter number) having its registered office at 2 Victoria Terrace, Garstang, Lancashire, PR3 1EB and its trading address at 2 Victoria Terrace, Garstang, Lancashire, PR3 1EB (Sporting Gap Years Limited).

Please read our terms and conditions carefully. By applying to take part in a Sporting Gap Years Programme, you confirm that you have read, understood and accept these Terms and Conditions.

## 1. INTERPRETATION

The following definitions apply throughout these Terms and Conditions unless the context requires otherwise.

“Academy Programme” a programme where we organise for you to attend and participate in a programme of activities at the Academy, the details of which are as set out on the Sporting Gap Years website;

“Accommodation” an apartment, hostel, homestay, lodge or residential university college where we arrange for you to live during the programme;

“Accommodation Rules” The rules and regulations set down by the landlord or managing agent of the Accommodation, as notified by you upon arrival or upon request as the case may be and as varied from time to time.;

“Agreement” these Terms and Conditions, any supplemental Terms and Conditions and any other Terms and Conditions set out on the booking form and on the Sporting Gap Years website;

“Arrival Arrangements & Useful Information Booklet” a pack of documents given to you by us providing you general information about arrival arrangements, contact details for Sporting Gap Years staff in your destination city, and useful information relating to your programme;

“Balance” the balance of the price remaining after any part-payment (including the deposit) plus the bond if required;

“Bond” the refundable deposit we ask you to pay should you stay in certain types of accommodation during your programme;

“Booking Form” the Sporting Gap Years booking form completed by you which sets out the details of the programme in which you wish to take part;

“City” the host city in which your programme is based;

“Club” the sports club which may host you;

“Coaching Organisation” the company, school or other organisation which employs sports coaches and/or umpires and/or referees;

“Coaching Programme” a programme where we introduce you to a coaching organisation with a view to them employing you as a coach and/or umpire and/or referee;





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“Coaching Work” the work done for the coaching organisation;

“Country” the country in which your programme is based;

“Deposit” an amount paid upon submission of your booking form to us;

“Force Majeure Event” any event or circumstances which we could not be expected to foresee or forestall or which are beyond our reasonable control including, without limitations, strikes, acts of god, governmental actions, war or national emergency, acts of terrorism and their consequences, protests, riots, civil commotion, fire, explosions, floods, volcanic ash, epidemic, health risks and pandemics, problems with transportation which are beyond the control of us and our third party service providers and similar events;

“Induction” the process run by the coaching organisation introducing you to your place of working the work that is expected to be done by you;

“Membership Fee” the fee paid by us (if any) to the club to enable you to become a member of that club;

“Online Account” an online area which contains useful information for your programme;

“Payment Date” the date or dates specified to you and on which the price or any balance becomes due and payable;

“Play Sport Programme” a programme where we organise your membership of a club in the city, the details of which are set out in the conformation;

“Price” the amount payable by you to us as set out to yourself;

“Services” the planning, introduction, intermediary and other services we will provide you relating to the programme in which you will participate;

“Supplemental Terms & Conditions” any additional terms and conditions notified to you by us being applicable to your programme;

“Third Party Service Provider” any club, academy, coaching organisation, the landlord or management agent of overseas accommodation, the third party provider of any additional activities;

“Website” the website accessible at <http://www.sportinggapyears.co.uk>

“You” the person identified on the booking form who will be undertaking the programme.

## 2. INCORPORATION

2.1 This agreement shall apply to our relationship with you and to the services that we supply to you to the exclusion of all other terms and conditions and shall prevail over all other inconsistent terms.





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## 3. BOOKINGS AND PAYMENTS

3.1 You can book with us by telephone, online or in writing. Bookings cannot be accepted for people other than yourself and you must be 18 or over the make a booking.

3.2 You will pay the deposit to us at the time of submitting your booking. The deposit will be non-refundable save where we are unable to fulfil the requirements set out in your booking for any reason other than as a result of your breach of this agreement. In the event that your programme choice or dates become unavailable for any reason, we will refund your deposit or transfer it to another trip of your choice. You can pay the deposit by credit card, debit card, cash or BACs transfer.

3.3 If we accept your booking, we will set up your online account and issue a conformation invoice. A contract will exist between us the date we issue the confirmation invoice. When you receive the conformation notice please check the details carefully and inform us immediately if anything is incorrect.

3.4 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at any time of your booking any condition, medical or otherwise, that might affect your or other peoples enjoyment your placement or booking.

3.5 We will provide you with access to an online account which will include (where applicable) written conformation of your programme and a financial schedule which sets out the details of the amounts that you have paid us and informs you of the deadline to pay the balance of your programme.

3.6 We require you to pay the balance of your programme 12 weeks (84days) before the programme start date.

3.7 You agree that any failure by you to pay all the sums owing to us on the date they fall due will be a material breach of this agreement.

3.8 No payment will be deemed too have been received until we have received full and clear funds.

3.9 You will make payments due to us without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

3.10 Without prejudice to any other rights or remedy that we may have, if you fail to pay us on the due date, we will have the right to suspend all services and you will not be permitted to participate in the programme until payment has been received in full.

3.11 Dependent on which booking you have made, you may also be sent further forms to complete and return to us. We reserve the right to cancel or postpone your booking if you have not returned all the necessary completed forms to process your application within the required timeframes or do not make payment by the due dates. The final deadline for receipt of completed forms is 28 days before the programme start date. If you make a booking within 84 days or less of the programme start date , full payment is required within 7 days of your booking.





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3.12 If you pay by credit card we may charge you up to 3% of the programme fee, depending on the credit card used. Certain credit cards are not accepted. Debit cards, cheques or bank transfers carry no charge.

3.13 Card payments are processed through a safe and secure environment meeting PCI DSS compliance standards.

3.14 The Sporting Gap Years brochure is printed many months ahead of the programme you book. The description and programme details published in the printed brochure may become out of date. If there is a difference in programme or other details between the Sporting Gap Years website and the Sporting Gap Years brochure, it is the website that will have the latest information. Prices and other details in the brochure are guidelines and may change. We advise you to check the website for programme details.

## 4. THE PROGRAMME

4.1 In consideration for you paying the price in accordance with this agreement, we will supply the services relating to the programme as confirmed by us in the conformation invoice and the details given to you by us.

4.2 You agree that throughout the duration of the programme you will:

4.2.1 Comply with the terms of this agreement and all rules, regulations, policies and procedures of the club, academy or coaching organisation (as applicable), Sporting Gap Years, and the sport. You will not act in any way which you might reasonably be expected to bring yourself, the club, the academy or the coaching organisation (as applicable), Sporting Gap Years or the sport into disrepute;

4.2.2 Pay any money owed by you to the club, academy, coaching organisation (as applicable) or Sporting Gap Years promptly, and in full; and

4.2.3 Inform us of any changes and amendment to the information supplied by you to us which might reasonably be expected to affect your booking form and/or ability or suitability to participate in the programme.

4.3 We will provide you with an Arrival Arrangements & Useful Information booklet prior to your departure for your chosen programme which will be available to view on your online account. Whilst we endeavour to ensure the programme corresponds to the information contained in the arrival arrangements & useful information booklet, this information is subject to change.

4.4 Whilst we endeavour to ensure that your club, academy or coaching organisation is close to your accommodation and accessible using public transportation, you acknowledge that this is not always possible and that you may be required to arrange your own transportation to and from such club, academy or coaching organisation.





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## 5. SPORTING GAP YEARS PROGRAMMES

5.1 If your confirmed booking relates to a Sporting Gap Years Programme or an Academy Programme, we will provide services set out in the confirmation invoice by introducing you to the club, liaising with the club in order to arrange your membership of the club, and paying the membership fee on your behalf.

5.2 Throughout the duration of the programme you agree to make yourself available for matches in accordance with the requirements of the club.

5.3 You acknowledge and agree that:

5.3.1 The services provided by Sporting Gap Years are limited to the introductory and other services set out in the confirmation invoice - the services do not include any services in relation to your continued membership of the club or participation in your sport and we do not accept any liability in relation to the same;

5.3.2 your membership of the club will be governed by the clubs rules and regulations and that Sporting Gap Years will not be party to that relationship. We cannot and do not guarantee that you will be selected for a particular team or any team at the club as this will be at the discretion of the club, and subject to the clubs own eligibility criteria which may change from time to time at the clubs sole discretion. Nor do we warrant that teams will not have already been selected prior to your arrival at the club, or that the timing or duration of your programme may entail that you are not considered eligible for selection for one or more teams at the club;

5.3.3 We have placed you at the club in good faith, based on the information supplied by you to us but we do not offer any warranty as to the quality of the club or the standard of its coaching, level of play or standard of other members;

5.3.4 At certain times during your programme you may have a reduced number or no training sessions or matches and you may have limited or no access to the facilities at your club. This may include, but is not limited to, public holidays, breaks during Christmas and Easter, periods where competitions are taking place in the city where you are undertaking your programme.

5.3.5 We do not accept any responsibility for the behaviour of other players, coaches and members of the club; and

5.3.6 Membership and participation in the club may require you to incur additional expenditure in terms of kit, equipment, officiating costs, ball money, outings and otherwise. Unless specified otherwise in the confirmation invoice or your online account, such additional expenditure will be your responsibility and we will not be liable for the same.





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## 6. ACADEMY PROGRAMMES

6.1 If your confirmed booking relates to an Academy Programme, we will provide the services set out in the confirmation invoice, your online account and relevant programme page on the Sporting Gap Years website.

6.2 You acknowledge and accept that your involvement with the Academy will be governed by its rule, regulations, policies and procedures and that we have no control over the Academy, its rules, regulations, policies and procedures. In particular you acknowledge that any coaches involved in the Academy Programme will be appointed by the Academy in its sole discretion. Such coaches will be employed or contracted by the Academy and therefore we have no control over the quality of coaching provide, selection criteria applied, fixtures, matches or standard of play. We do not accept any responsibility or liability for the actions, omissions or decisions of the said coaches or the Academy. We are not a party to any contract you may enter into with the Academy and offer no guarantee in relation to the manner in which the Academy Programme is administered including but not limited to in relation to the number of participants in each programme, class size or calibre of fellow participants.

6.3 You acknowledge that:

6.3.1 We have placed you at the Academy in good faith based on the information supplied by you to us;

6.3.2 The Academy timetable and the Academy Coaches specified on the the Sporting Gap Years website are provided for illustrative purposes only and are subject to change;

6.3.3 Your involvement with the Academy may require you to incur additional expenditure in terms of kit, equipment, outings and otherwise. Unless specified otherwise in the confirmation invoice such additional expenditure will be your responsibility and we will not be liable for the same; and

6.3.4 We do not accept any responsibility for the behaviour acts or omissions of coaches, employees of the Academy or others involved in the Academy Programme. sibility and we will not be liable for the same.





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## 7. COACHING PROGRAMMES

7.1 If your confirmed booking relates to a coaching programme, we will provide the services set out in the conformation invoice, your online account and the relevant programme page on the Sporting Gap Years website.

7.2 You acknowledge and agree that in order to provide the services it will be necessary for Sporting Gap Years to pass the details provided by you on the booking form (including personal information, references and details relating to your training and qualifications) on to the coaching organisation.

7.3 The relevant programme page on the Sporting Gap Years website will specify the UK coaching qualifications (if any) that you are required to obtain prior to the start of your Coaching Programme. It is your responsibility to ensure that you obtain these qualifications and send Sporting Gap Years a copy of all relevant documentation relating to such qualifications prior to the start of your Coaching Programme. Sporting Gap Years will not be liable in the event that your failure to obtain the required qualifications prevents you from being accepted by any Coaching Organisation. In addition to such UK qualifications, some sports may require you to attend additional courses or obtain additional qualifications in your destination Country before you are able to start your Coaching Programme. Details of such additional courses or qualifications will be provided prior to your departure. In the event that Sporting Gap Years agrees with you that Sporting Gap Years will assist with enrolling you on any course, you agree that Sporting Gap Years will not be liable in the event that any unavailability of such course prevents or delays you from being accepted by any Coaching Organisation. Nor will Sporting Gap Years be liable in the event that any unavailability of any course or qualification, any failure on your part to attend any course or obtain any qualification, or any delay by any course provider in issuing any qualification, prevents or delays you from being accepted by any Coaching Organisation.

7.4 The Coaching Organisation may as a result of the introduction by Sporting Gap Years engage you as a coach and/or umpire and/or referee. However Sporting Gap Years cannot and do not guarantee that the Coaching Organisation will so engage you as this will be subject to their own eligibility criteria which may change from time to time at their sole discretion. Whilst the Sporting Gap Years brochure and the relevant programme page of the Sporting Gap Years website may provide an indication of the number of hours of paid coaching work that you can expect to receive from the Coaching Organisation in the event they decide to engage you, this information is included for guidance only and Sporting Gap Years cannot and do not guarantee that you will receive any number of hours of coaching work.





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7.5 You acknowledge that your relationship with the Coaching Organisation will be governed by its rules, regulations, policies and procedures. We have no control over the Coaching Organisation, its rules, regulations, policies and procedures and We do not accept any responsibility or liability for their actions, omissions or decisions.

We are not a party to any contract you may enter into with the Coaching Organisation and therefore it is your responsibility to ensure that you are comfortable with its contents and for satisfying yourself that you are adequately protected and able to perform your obligations thereunder. In the event the Coaching Organisation require you to take out additional insurance prior to commencing your work you shall be solely responsible for arranging the same at your own cost.

7.6 You acknowledge and agree that all information about the Coaching Organisation that appears on Our Website has been posted in good faith and was accurate at the time of posting. However, it may be subject to change by the Coaching Organisation at any time and We may not be able to notify you of any changes before the start date of your Programme.

7.7 You acknowledge and agree that your involvement with a Coaching Organisation may require you to incur additional expenditure in terms of kit, equipment, outings and otherwise. Unless specified otherwise in the confirmation invoice or your Online Account such additional expenditure will be your responsibility and We will not be liable for the same.

7.8 You acknowledge and agree that Coaching Work involves the following:

- i) Partaking in an Induction run by the Coaching Organisation
- ii) Organising and delivering coaching sessions
- iii) Assisting other coaches to deliver coaching sessions
- iv) Officiating during competition/match days
- v) Partaking in training organised by your Coaching Organisation



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## 8. ACCOMMODATION

8.1 We will procure that you are granted a licence to occupy an apartment, homestay, hostel, homestay, or residential university college for the duration of your Programme.

8.2 A description of the type of Accommodation you will stay in during your programme will be provided in your Online Account. Additional information on the Accommodation that will be provided to you during your programme can be found on the relevant programme page of the Sporting Gap Years website. You acknowledge and agree that the photographs and descriptions of the Accommodation as contained in Our brochures and advertising materials are for general information only. We do not guarantee that the Accommodation provided will correspond with those descriptions or photographs. We reserve the right to require you to change Accommodation to one of a similar standard at any time during the Programme for any reason without being liable to make any payment, compensation or refund to you or being otherwise liable to you in any way.

8.3 The following will apply to all Accommodation:

8.3.1 You will comply with the Accommodation Rules in relation to your occupancy of the Accommodation. In particular you will behave appropriately and will abide by a strict no party and no excessive noise policy. You will be responsible for ensuring that guests to the Accommodation abide by the same policies. Failure to comply with the Accommodation Rules may result in you being required to vacate your Accommodation. In the event that you are required to vacate your Accommodation as a result of a breach of the Accommodation Rules by either you or your guests, We will not be under any obligation to provide alternative accommodation or a refund.

8.3.2 We will use Our reasonable endeavours to place you with other participants on the Sporting Gap Years Programme and in Accommodation which is relatively close and accessible to the Club, Academy or Coaching Organisation named in your Arrival Arrangements & Useful Information booklet. You acknowledge however that this may not always be possible. In addition We do not warrant that Clubs, Academies or Coaching Organisations will always be accessible by public transport.



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8.4 The following will apply if you stay in Premium Accommodation and/or an Apartment:

8.4.1 You will be responsible (jointly and severally with all other occupants of the Apartment) for all bills and expenses incurred at the Apartment save that we will pay all reasonable electricity, water and gas charges relating to the Apartment. You acknowledge and agree however that you will be responsible for all other costs and expenses relating to the Apartment including those electricity, water and gas charges that, in Our reasonable opinion, are unreasonable or excessive

8.4.2 You must keep the Apartment in good condition and will be liable to Us for any damage caused to the Apartment and/or its fixtures and fittings. You agree to fully indemnify Us against all losses, costs, claims or damage arising from your occupation of the Serviced Apartment.

8.4.3 We will hold the Bond as security for any costs or charges arising out of any damage caused to the Apartment during your occupancy of the Apartment whether so caused by you or a third party.

8.4.4 We will hold the Bond until the end date of the Programme and will then apply it towards the payment of any such costs or charges as are identified by the landlord or managing agent of the Serviced Apartment. The balance not so used will be returned to you.

8.5 The following will apply if you stay in Standard Accommodation:

8.5.1 We will use Our reasonable endeavours to place you in a dormitory room with other Sporting Gap Years participants. However, you acknowledge and agree that this may not be possible and that you may share a room with guests staying at the same accommodation who are not undertaking Sporting Gap Years programmes and We are not liable for their actions.

8.5.2 We will use Our reasonable endeavours to place you in a same sex dormitory room. There may be instances during your Programme where you are asked to stay in a mixed sex dormitory room. If you are unhappy sharing a mixed sex dormitory room and would like to stay in a same sex dormitory room, you must notify the Overseas Co-ordinator and Sporting Gap Years in the UK via [info@sportinggapyears.com](mailto:info@sportinggapyears.com) within 2 days of being asked to share a mixed sex room.

8.6 Except in the case of death or personal injury caused by our negligence, We will not be liable to you for any loss or damage you might suffer during your stay in the Accommodation.



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## 9. OVERSEAS COORDINATORS

9.1 We will appoint an Overseas Co-ordinator to act as a point of contact between you and us in the city. For the avoidance of doubt, where an Overseas Co-ordinator is appointed We reserve the right to replace or substitute them at any time and for any reason.

9.2 The Overseas Co-ordinator is independently appointed by us in good faith to assist you in settling into the city, however, We cannot and to the greatest extent permitted by law do not accept any liability for the acts or omissions of the Overseas Co-ordinator. For the avoidance of doubt we will not accept any responsibility for the acts or omissions of the Overseas Co-ordinator where he or she is acting outside the strict limits of his or her terms of engagement. You further acknowledge that their knowledge will be limited to the city only and they will only provide such assistance and information as is reasonable from time to time.

9.3 The Overseas Co-Ordinator does not have any authority to bind us in any contractual agreements with you. Any representations made by the Overseas Co-Ordinator will not be binding on us unless they have been confirmed by us in writing.

9.4 If you have any concerns relating to the Overseas Co-ordinator and his or her acts or omissions, please contact us.

## 10. TRAVEL AND TRANSPORT

10.1 You are responsible for arranging your travel to and from the city, as well as internal travel costs during the programme. If we assist you in arranging any flights or transport we will do so as a gesture of goodwill by referring you to a reputable travel firm who will hold an ATOL licence. Such assistance given (if any) will not form part of the Services.

10.2 You must ensure that you are in the City on the first day of the Programme.

10.3 We accept no liability for the acts, omissions or delays of any travel company or airline or for any failure by you to make appropriate travel arrangements. We cannot meet, reimburse or otherwise be responsible for any flight, travel or other costs or expenses of any nature (including, for example, any charges made by airlines for cancelling, changing or transferring flights or other arrangements) which are incurred or arise as a result of the Programme being cancelled, altered, withdrawn or changed due to a Force Majeure Event.



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## 11. INSURANCE

11.1 You acknowledge that playing sport carries risks and can be dangerous. We accept no liability for personal injury or death (unless caused by our negligence) arising as a result of your participation in the sport or any other sport during the programme.

11.2 It is a condition of your booking a programme that you have an appropriate, valid travel insurance policy in place prior to your departure from the United Kingdom. You must ensure that your travel insurance policy covers the cost of cancellation of the programme by you, light work, the cost of assistance including repatriation in the event of accident or illness, cancelled flights, lost baggage, kidnapping, liability arising due to personal injury to you or a third party, and cancellation of your placement for any other reason including our liquidation or any other reason beyond our control. You will retain a copy of such policies and will provide a copy to us upon request. You should ensure that there are no exclusion clauses in your insurance policy which limit or exclude cover for the type of activities included in your programme. We will not be liable for any loss, damage, costs or expenses you may incur if you are delayed or prevented from taking part in the programme due to any failure to put in place appropriate travel (or other) insurance and we will not be required to pay any refund to you in such circumstances.

11.3 You should also put in place an adequate insurance policy to protect you against any loss or damage which may arise in relation to your possessions or valuables during the course of the programme. Sporting Gap Years will not accept any responsibility for the same.

11.4 You must give us proof that you are insured no later than 30 days before departure. We cannot allow uninsured customers to travel with us, so if you do not provide proof of insurance we will cancel your trip and the cancellation charges will apply.

## 12. CRIMINAL RECORD CHECK

12.1 Participation in some programmes may require you to undergo an enhanced criminal record check in the designation country in the first week of your programme and/or a criminal record bureau check in the UK prior to the start of your programme. Failure to undergo either check may result in your participation of the programme being delayed or refused. We will pay the relevant fee for this check for you. However we do not accept any liability where you are not accepted onto your chosen programme as a result of your criminal record check being delayed or declined. We will not be required to pay any refund to you in such circumstances.



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## 13. VISAS, DESTINATIONS AND MANDATORY HEALTH REQUIREMENTS

13.1 You will ensure that you have obtained all necessary visas and consents required for your travel and stay in the city. You will ensure that your passport, visas and any other travel documents are up to date and will remain valid throughout the duration of the Programme. Although we may be able to provide you with some basic advice and assistance regarding visa and passport requirements, it is your responsibility to check with the appropriate Embassy, Consulate or Foreign Office for the specific requirements for travel to your Country.

13.2 We will not be liable to you for any cost, loss or damage which you suffer as a result of any failure to satisfy such requirements nor will we make any refund to you. Please check the Sporting Gap Years Website for additional information on visa requirements. Although we may be able to provide you with some basic advice in relation to the mandatory health requirements of the country to which you are travelling, We are not medical experts and it is your responsibility to seek medical advice well before your intended date of travel. We will have no liability to you where you fail to do so and are either not permitted to enter the host country or are delayed in doing so. We will not offer or pay any refund to you in such circumstances. Please check the Sporting Gap Years Website for additional information on health requirements.

13.3 Some Programmes will take place in countries or cities where standards of accommodation, transport, safety, hygiene, medical facilities and infrastructure may be lower than those in the United Kingdom. By submitting your booking to take part in a particular programme where this is likely to be the case, you acknowledge and accept the inherent risks including injury, disease, inconvenience, discomfort, damage to property or other losses.

13.4 In order to participate in your sport in some overseas countries it may be necessary for you to complete an International Clearance Form or similar documentation or clearances. Although we will endeavour to provide you with information on any such documentation and clearances that are required prior to the commencement of your programme, it is your responsibility to contact the relevant authorities in the United Kingdom and/or the Country or City in which your programme is based prior to travel to ensure that you have properly completed all required documentation and clearances. Sporting Gap Years will not be liable in the event that your failure to complete the required documentation or receive the required clearances prevents you from participating in your sport for all or part of your programme.

13.5 Your participation in the programme is facilitated on the understanding that you agree and undertake to comply with the laws, customs, police and security requirements and other regulations of the destination country. Compliance with such laws, customs and regulations is your sole responsibility and we will not be liable to you for any loss, damage, costs or expenses which you may incur as a result of any failure to do so.



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## 14. CHANGES TO YOUR PROGRAMME

14.1 We reserve the right to cancel your booking or make changes to your booking (including without limitation to any of the facilities, services or prices described in our brochures or website). We will endeavour to advise you of any changes known at the time of booking.

14.2 Once you have paid in full, the price of your programme is guaranteed not to increase. Until you have paid us in full however, currency fluctuations, increases in transportation or suppliers costs, or other reasons, may mean that the cost of your programme changes. We will absorb the first 2% of any price increase, but we may have to increase the price of your programme. If we increase the price by more than 10% you are entitled to cancel and receive a full refund. We will not increase the price within 30 days of the programme start date and we will not increase the price once you have paid us in full.

14.3 If you book more than 12 months ahead of your programme start date, we cannot guarantee that the price of your programme will not increase. But if you pay for your programme in full at the time of booking, we guarantee that you will receive no increase in price of your programme.

14.4 In certain circumstances we may be obliged before the start of your programme to alter significantly an essential term of the agreement such as the country, city or price. If we inform you that this is the case, you will be entitled to:

1. Take a substitute programme of equivalent or superior quality, should Sporting Gap Years be able to offer you such a substitute;
2. Take a substitute programme of lower quality, should Sporting Gap Years be able to offer you such a substitute, and recover from Sporting Gap Years the difference between the price and the price of the substitute programme; or
3. Withdraw from the agreement and have repaid to you the price paid under the agreement.



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14.6 Notwithstanding the foregoing, Sporting Gap Years reserves the right to change the club or coaching organisation listed on your online account and in the arrival arrangements and useful information booklet to a different club or coaching organisation in your chosen city. In such event We will use reasonable endeavours to place you with a club or coaching organisation of a similar standard to the club or coaching organisation originally stated in your online account and in your arrival arrangement and useful information booklet, however you acknowledge and agree that we do not guarantee that this will be possible.

14.7 We believe that all statements made in our brochure, website and other marketing materials are correct at the time they are made. We have made every reasonable effort to describe the programme and cannot be held responsible for any changes that become known or happen after the brochure was produced. Neither can We accept liability for happenings outside our reasonable control. We undertake to advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we are able to contact you.

## 15. CANCELLATIONS

15.1 You acknowledge that we will incur significant costs prior to the start date of the programme in relation to organising and carrying out the administrative requirements in preparation for your participation in the programme. Therefore if:

15.1.1 You withdraw from the programme more than 12 weeks prior to the start date stated on your online account and in your confirmation invoice, we will retain your deposit and any other monies you may have paid to us to reflect the time, resources and expenditure we will have invested in processing your booking and planning your participation in the programme.

15.1.2 If you withdraw from the programme less than 12 weeks prior to the start date stated on your online account and confirmation invoice, we will retain the price paid by you; and

15.1.3 If you withdraw from the programme for any reason prior to the end date stated in the confirmation, we will not be under any obligation to make any refund whatsoever to you.

15.2 If you wish to withdraw from the programme and cancel your booking you must do so in writing by letter or email.

15.3 It is your responsibility to ensure that you meet eligibility criteria for your selected programme prior to booking. We will not refund your deposit or any sums paid where it transpires that you are not eligible and/or cannot satisfy any other requirement of the club, academy, coaching organisation or host country.



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## 16. LIABILITY

16.1 The following terms set out our entire financial liability (including any liability for the acts or omissions of our employees or agents) to you for any breach of this agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Programme.

16.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between us.

16.3 Nothing in this agreement will exclude or limit our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation, or for any other liability which cannot be excluded or limited by law.

16.4 Subject to clause 16.3 above, our total liability to you (however arising) under or in relation to this agreement including but not limited to liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise will be limited to the price.

16.5 We will not be liable to you for any loss, costs, damages, liabilities, suits or claims arising under or in relation to this Agreement which:

16.5.1 do not relate to the provision of the services of your programme or the performance of our obligations under this agreement;

16.5.2 arise as a result of the acts or omissions of third parties (including Third Party Service Providers) which are not related to the provision of the services of your programme;

16.5.3 arise as a result of your acts or omissions (including without limitation your breach of this Agreement or any rules, regulations, policies and procedures notified to you by any Third Party Service Provider); or

16.5.4 arise as a result of a Force Majeure Event.

16.6 You warrant that you will comply with your obligations under this agreement and all rules, regulations, policies and procedures notified to you by any Third Party Service Provider from time to time during the programme and agree to fully indemnify us against all loss, costs, damages, liabilities, suits or claims arising from your failure to comply with the same.

16.7 The provisions of this clause shall survive and shall not be rendered ineffective by the expiry or prior termination of this agreement for any reason whatsoever.



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## 17. DATA PROTECTION: PRIVACY POLICY

17.1 To enable us to process your booking and arrange your programme We will ask you to provide personal details such as your name, email and postal address, date of birth, nationality, passport number, medical details and information relating to your education, training and qualifications. We take responsibility for ensuring that proper security measures are in place to protect your information.

17.2 Our primary purpose in using your data is to enable us to process your booking and to ensure that your programme and your travel arrangements run smoothly and meet your requirements. We must pass your information on to relevant suppliers of your travel arrangements and your programme such as clubs, academies, coaching organisations, airlines, accommodation suppliers and transport companies. The information may also be provided to public authorities such as customers/immigration if required by them or as required by law.

17.3 By virtue of the nature of the programme and the services we provide to you, it will be necessary for us to pass your information to third parties located outside of the European Economic Community where controls on data protection may not be as stringent on the requirements in the United Kingdom. In doing so we will at all times aim to ensure that those third parties to whom We will pass information, agree to process that information in a secure and confidential manner however we cannot and do not guarantee that those third parties will be bound by strict rules regarding data protection. By completing and submitting the booking form you consent to us passing your information on to such third parties. You may however withdraw your consent at any time by contacting us at the address set out in clause 21. However, please note that withdrawal of such consent will inhibit our ability to provide you with the services and therefore your ability to participate in the programme.

17.4 You agree that We have the right to use (i) any photograph or film taken by us or on our behalf during the continuance of the programme and in which you might appear; (ii) any comments (written or verbal) which you may make concerning the programme; and (iii) your name, age and city or area of residence, for advertising or publicity material and without obtaining your further consent or making any form of payment to you. If you do not wish for these images, films or comments to appear you must advise us at the time you see them publicised and we will remove them from websites and not use them in future printed materials.

17.5 By completing and submitting a booking, you agree to grant us a licence to use any photograph or film relating to your participation in the programme that you have made publicly available on any social networking, personal or third party website during or subsequent to your participation in the programme in advertising or publicity material. You may however withdraw your consent for such use at any time by contacting us in writing at the address set out in clause 21. We are entitled to assume that you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing.



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17.6 We comply with relevant data protection requirements and your personal information will be collected, handled and processed in accordance with English law. We have in place an effective policy for protecting your privacy. The policy is available for you to see. The main points are:

- i) We will collect and use the personal data you give us fairly and lawfully. Your data will include contact information, personal information and preferences, and will be used to gauge your suitability for the programme you are booking and help us correctly make arrangements for your programme. We will pass on many of the details you give us to overseas staff and suppliers so they can properly prepare for your programme.
- ii) You can request to see all the personal data we hold about you at any time, and we will show you. We will explain to you why we need the data and to whom it will be passed.
- iii) We will amend any data that changes, such as an address change or contact details.
- iv) You have the right to opt out of future marketing approaches from us but must inform us if you do not wish to be contacted.
- v) The information you provide to us will only be held for as long as is necessary for the purpose for which it is collected. We will retain the information you provide as long as you wish us to. In the event you ask us to delete the data we will do so, but we reserve the right to maintain the data for at least 12 months after your return to the UK in case matters arise which will cause us to need to refer to the data.
- vi) We will not give away or sell your data to any organisation or third party other than ones we deem necessary for proper organisation of your Programme.

17.7 The Sporting Gap Years website uses cookies for the purpose of collecting data. Please see the cookies page on the Sport Lived website for further information.

## 18. BUDDY LISTS

18.1 By agreeing to our terms and conditions you consent that we may provide the email address and mobile number that you have supplied to other participants travelling to the same city as you.

Providing you with a buddy list enables you to communicate with other participants who are undertaking Sporting Gap Years programmes in the same city as you. We will remove your email address and mobile number from the list only if we receive written instruction (by post or email) from you to do so.



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## 19. CODE OF CONDUCT

19.1 This code of conduct sets out the standards of behaviour that expected of you, as a participant on a Sporting Gap Years programme. Please note that breaches of the code of conduct may result in your placement being terminated without compensation.

General:

You must:

- i) Listen to and follow the advice or requests of your Overseas Manager.
- ii) Agree to a zero tolerance towards the possession and use of illegal substances. If you are found in possession of, or are under the influence of such substances, your programme will be terminated immediately.
- iii) Adhere to the rules and regulations of the accommodation provider.
- iv) Keep your Overseas Manager informed about any instances where you will spend time away from the city in which you are undertaking your programme.
- v) Treat accommodation providers, other guests, fellow participants, club members and individuals involved with your academy or coaching placement with respect at all times. Bullying or harassment will not be tolerated under any circumstances.

Accommodation:

You must:

- i) Keep noise to a reasonable level, especially late at night.
- ii) Not smoke, drink alcohol or have a party in your accommodation.
- iii) Keep your room reasonably tidy at all times and not keep your room in a condition that causes fire and health hazards. Shared room participants are required to respect their room mates right to live in a clutter free environment.
- iv) Not go in someone else's room without their permission.
- v) Be aware that overnight visitors are not allowed.
- vi) Settle outstanding bills before leaving the accommodation.
- vii) Not alter or redecorate any part of the accommodation.
- viii) Stay at the accommodation allocated to you.
- ix) Be aware that there will be no refunds for food/accommodation if you decide to leave your programme early or spend time away from the city in which you are undertaking your programme.



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## Bond Refund (Premium Accommodation customers only)

Upon departure from your accommodation an inspection will take place. All items provided at the start of your programme are expected to be present and in the same condition as at the outset (subject to reasonable wear and tear). The cost of any damage caused to the accommodation will be required to be made good, initially through the redemption of the damage bond and any additional expense will be claimed from participants. Sporting Gap Years will refund all remaining bond money. It usually takes 4-6 weeks for bonds to be refunded.

## Disciplinary Action

For breaches of the Sporting Gap Years Code of Conduct the following sanctions or penalties will apply. Sporting Gap Years will take disciplinary action against any behaviour or action which damages our reputation and/or our relationship with Clubs/Coaching Organisations, accommodation providers or any other overseas supplier.

- i) Verbal Warning
- ii) Written Warning
- iii) Final Written Warning
- iv) A notice to quit will be issued

It is not necessary for us to carry out every stage of this procedure. In serious cases Sporting Gap Years reserve the right to issue notice to quit without previous warnings. In criminal cases we will report matters to the police. In cases of eviction Sporting Gap Years will not provide you with any refund whatsoever.

## Early Departure

If you leave your programme early, Sporting Gap Years will not provide you with a refund. If you are staying in Premium Accommodation, your bond will be refunded to you, minus and costs which may have been incurred during your programme.

## 20. TERMINATION

20.1 Without prejudice to any of our rights or remedies that have accrued prior to termination, Sporting Gap Years may terminate this agreement immediately by giving written notice to you if:

20.1.1 You fail to pay the price or any balance on the payment date;

20.1.2 You commit a breach of any material term of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified in writing to do so;

20.1.3 We discover that any material information provided by you, whether on your booking form or otherwise, is incorrect, or that you have willingly omitted to disclose to us information which is material to your suitability for the programme; or

20.1.4 You act in a way that might reasonably be expected to bring yourself, the club, the academy, the coaching organisation, Sporting Gap Years or the sport into disrepute (including without limitation if you are found to have misused drugs or substances which are illegal in the country of your placement, or if you commit any criminal offence in the country of your placement).

20.2 Upon termination of this agreement you must vacate your accommodation and withdraw from the programme whilst complying with all applicable rules, regulations, policies and procedures in so doing. In any case, you must vacate the accommodation or before the end date of the programme.



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## 21. COMPLAINTS AND NOTICES

21.1 If you have any complaint during your programme you must inform your Overseas Manager immediately. If you are not satisfied with their action, please contact our UK customer support team who will aim to resolve your complaint. Failure on your part to notify us of your complaint will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your programme and may affect your legal rights.

21.2 If you are not happy with the actions taken in response please follow this upon within 28 days of your programme end date by writing to us at Sporting Gap Years Limited, 2 Victoria Terrace, Garstang, Lancashire, PR3 1EB or by emailing [info@sportinggapyears.com](mailto:info@sportinggapyears.com). We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. In some cases it may be necessary for us to contact you via telephone to discuss your complaint in more detail.

## 22. GENERAL

22.1 This agreement constitutes the entire agreement between us and you in relation to its subject matter, and replaces and extinguishes all prior agreements, arrangements, or undertakings, of any nature made by either you or us, whether oral or written. You acknowledge that in entering into this agreement you have not relied upon, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) by Sporting Gap Years. Nothing in this clause shall exclude or restrict the liability of either party arising out of fraudulent misrepresentation or fraudulent concealment.

22.2 If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, violability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the agreement and the remainder of such provision will continue in full force and effect.

22.3 Failure or delay by us in enforcing any provision of this agreement (in whole or in part) will not be construed as a waiver of any of our rights or remedies under this agreement or otherwise.

22.4 Any waiver by us of any breach of, or any default under, any provision of this agreement will not be deemed a waiver of any subsequent breach or default.

22.5 The parties do not intend that this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

22.6 We may assign any of our rights or obligations under this agreement, or any part of the same, to any person, firm or company. If you are unable to attend the programme, you may request to transfer your booking for the programme to another person (the "Transferee") provided that you give us notice of the same at least 30 days prior to the commencement of the programme. Any such transfer will be subject to our approval, and will be conditional upon our satisfaction that the transferee is suitable to participate in your programme. Any such transfer will be on such conditions as we may notify you, and you and the transferee will remain jointly and severally liable for payment of the price and any additional administration and other costs that we notify to you.

22.7 This agreement shall be governed and construed in accordance with English law. Any dispute arising under or in connection with this agreement (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.

