



## GILLINGHAM FC SOCCER SCHOOLS / KELLOGG'S FOOTBALL CAMPS TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of and booking of, and attendance at, sessions of the various courses run by Gillingham FC including but not limited to Soccer Schools & Kellogg's Football Camps. By booking the relevant Session you will be deemed to have accepted these terms and conditions.

**Attendee** means the child or young person specified in the Booking and who shall participate in the Session(s)

Booker means the person who has booked the Session(s);

**Booking** means the reservation of space for a Participant at a specified Session, made by the Booker;

Participants means those who participate in the courses run by Gillingham FC;

Parties means Gillingham FC and the Booker;

**Session** means the one or multiple sessions of the relevant course booked by the Booker;

Session Date means the date the relevant session will take place;

Venue means the specific area of the location in which the Session will take place;

Purchase means payment for a course or redemption of a promotional voucher.

**Website** means the Gillingham FC website used for the booking of Sessions In these terms and conditions words in the singular include the plural and vice versa.

**1.** The Booker (where the Booker is the Attendee and over the age of 13 or is the parent or legal guardian of the Attendee) hereby consents to the following:

- the Attendee shall attend and participate in the Session(s);
- if the Attendee is in need of first aid Gillingham FC may provide this.

Where the Booker is neither the Attendee and aged 13 or over, nor the parent or legal guardian of the Attendee, they warrant that they shall procure from the parent or legal guardian of the Attendee, or the Attendee themselves, consent to the above.

**2.** The Booker warrants that the Attendee is sufficiently fit, physically and medically, to participate in the Session(s) and that any conditions, medical, dietary or otherwise, which the Attendee may have and which should be brought to the attention of





Gillingham FC to ensure the safety and wellbeing of the Attendee have been provided during booking.

**3.** The Booker acknowledges and accepts that participation of the Attendee is subject to the Rules and Regulations of Participation.

**4.** The Booker has the right, during the 14 days immediately following purchase, to return Vouchers in return for a full refund. To do this the Booker must contact the Gillingham FC with written confirmation. For the avoidance of doubt, once this request is processed the Vouchers, whether in the possession of the Booker or not, will be void.

**5.** Should the Booker wish to cancel a Booking for one or multiple Sessions they shall notify Gillingham FC as soon as reasonably possible by contacting Gillingham FC. Where such cancellation is made within 14 days of Booking the cost of the Sessions shall be refunded in full. For Bookings cancelled outside of this period Gillingham FC shall, in its sole discretion, decide whether to issue a refund (whether full or partial).

**6.** Gillingham FC reserves the right to postpone, cancel or move the location of any Sessions for any reason outside of Gillingham FC's control, including but not limited to inclement weather, staff sickness, or the unavailability of third party venues. Where a Session is postponed, cancelled or moved Gillingham FC shall notify the Booker as soon as reasonably practicable and in the event of cancellation the Booker shall be given a full refund (to be paid by Gillingham FC within 30 days of cancellation).

**7.** Bookings are non-transferable, non-assignable and cannot be sold. Only the Attendee specified in the Booking may participate in the Session(s).

**8.** The Booker acknowledges that the Sessions take place on sites that are not owned or operated by Gillingham FC however Gillingham FC will conduct a risk assessment of the Venue before each Session and will conduct a risk assessment of the wider site on at least an annual basis.

**9.** If at any time the Booker wishes to make a complaint please email: <u>community@priestfield.com</u>

**10.** Gillingham FC shall comply at all times in the running of the Sessions with its Safeguarding Policy, a copy of which is available on Gillingham FC's website, and shall comply with the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.

**11.** Gillingham FC shall operate at all times at a minimum ratio of 1 coach to 8 Participants.

**12.** If the Booker breaches these terms and conditions the Booking shall be void and the Attendee shall not be entitled to participate in the Session(s). For the avoidance of doubt, in this circumstance no refund will be due to the Booker.





**13.** Gillingham FC will comply will all applicable data protection legislation including but not limited to the Data Protection Act 1998 and any amendment or replacement thereto.

**14.** Gillingham FC is not responsible for any loss, damage or injury, howsoever caused, except to the extent that it occurs as a result of the negligence of Gillingham FC, its employees or agents, or as a result of any fraud or misrepresentation on the part of Gillingham FC.

**15.** The invalidity or partial invalidity of any provision of the Conditions shall not prejudice or affect the remainder of the Conditions, which shall continue in full force and effect.

**16.** Gillingham FC's failure to exercise, or delay in exercising, any right, power or remedy provided by these terms and conditions or by law shall not constitute a waiver of that right, power or remedy.

**17.** These terms and conditions and any disputes arising under or in connection with them shall be governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.