

SWERVE SOCCER TERMS & CONDITIONS

SWERVE SOCCER



28 Wilton Road, Bexhill-on-Sea, TN401EZ, United Kingdom

SWERVE SOCCER TERMS & CONDITIONS

ACCEPTANCE OF THE TERMS OF USE

These Terms of Use (Terms and Conditions) are entered into by and between you and Swerve Soccer LTD (“Our”, “we” or “us”). The following terms and conditions, together with any documents We expressly incorporate by reference, govern your access to and use of our website, including any content, functionality and services offered on the “Website” either online or offline, whether as a guest or a registered user. Please read the Terms and Conditions carefully before you start to use or access our services. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions, and our Privacy Policy. If you do not want to agree to these Terms and Conditions, and our Privacy Policy, you must not access the website or any of our service. By using the Website, you represent and warrant that you are of legal age to form a binding contract with Swerve Soccer in your city of residence and meet all of the preceding eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

ELIGIBILITY

The participant must be of the correct age specified for the programme advertised on the first and last day of the course that they are attending unless stated otherwise.

INSURANCE

Swerve Soccer is covered by Public Liability Insurance but not for Personal Accident.

MEDICAL CONSENT

Swerve Soccer will not permit any player to participate on a course without a medical consent form completed by their parent(s)/guardian(s). By signing up to the course you give your permission to allow your child to be given medical treatment either by way of first aid by a suitably qualified person or by a doctor. You also consent to your child being taken to a doctor or hospital in case of emergency. Swerve Soccer reserves the right to refuse an applicant based on the information provided in the medical consent form. If there is any change to the medical information you provided on your application form you must inform us immediately.

DAMAGES/INJURIES/LOSS OF POSSESSIONS

Swerve Soccer are staffed by accredited Coaches who will implement the highest safety measures. Swerve Soccer will not be held responsible for damages, injuries or loss of possessions. We strongly recommend that all valuables be left at home.

CONDUCT

Participants must follow the instructions of the coaching staff in charge. Misbehaviour or bullying may result in the participant being expelled from Swerve Soccer and any fees will not be refunded. In the interest of safety, participants are not permitted to leave Swerve Soccer during the coaching session times without the written consent of a parent/guardian or approval has been stated via a registration form. If a player is expelled from the course, their parent/guardian will be contacted immediately and appropriate arrangements for the collection of the player will be made should the participant not have parental consent to travel to and from the venue.

GENERAL INFORMATION

The Head Coach at Swerve Soccer is responsible for all activities for the duration of the call at their local venue. The Head Coach in charge will manage all coaching activities during the period in his/her venue.

PHOTOGRAPHIC OR VIDEO PERMISSION

All participants on the Swerve Soccer Programme may be used in photographic or video material for promotional purposes by the programme. If the participating player is under a court order, the parent/

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guardian must advise Swerve Soccer of this in writing before the commencement of the classes. If any parent/guardian does not want their child to be photographed or videoed for promotional purposes, the parent/guardian must advise this in either writing to the Swerve Soccer or utilise the 'opt-out' tab via the registration process.

GOALKEEPER

At Swerve Soccer, participants may be asked to assume the position of the goalkeeper or play with participants of a different age. The parent/guardian of any child who does not wish their child to assume this position or play with children of a different age must make it known by emailing info@swervesoccercamps.com 48hrs prior to the start of each course. In the absence of such notification, it shall be deemed that the parent/guardian has consented to their child assuming a goalkeeping position or to play with children of a different age if requested to do so by a coach.

RATIO

Our player to coach ratio is 1:16.

WEATHER

Swerve Soccer shall not be accountable should programme activities be suspended or cancelled due to adverse weather. In cases where the weather has affected the condition of the playing surface or is deemed so bad that coaching activities have to be suspended, the coaching staff will be available to supervise alternative indoor activities, only if the host club or venue can provide such an indoor facility. Should such a facility not be available and the conditions show no signs of improving, Swerve Soccer will contact the parent or guardian to advise them of the suspension of coaching activities if necessary. It will then be the responsibility of the parent/guardian to make arrangements to collect their child immediately.

BOOKING TERMS

These terms and conditions apply to all bookings of a place(s) on Swerve Soccer courses made available to you. Please read these terms and conditions carefully before booking any Course. Please note that, by booking a place on a Course, you agree to be bound by these terms and conditions.

INFORMATION ABOUT US

Courses are operated by Swerve Soccer ("we", "our", "us"). We are registered in the United Kingdom under company number 12004865 and with our registered office at 28 Wilton Road, Bexhill-on-Sea, TN40 1EZ.

BOOKING PROCESS

When you book a place on our course, a contract between us and you (the "Contract") will be formed when we accept your booking. A copy of the terms and conditions of your booking will be sent to you via email. Please note; places on our course are subject to availability. Your preferred venue may not be available in which case you will be notified of places on an alternative venue if available. No payment will be taken for a booking until such time as we accept your booking. Notice of a confirmed Course booking will be sent to you by email where possible (or alternatively by post) as soon as details of your payment have been processed and entered onto our system.

PRICE AND PAYMENT

The price of our course will be as set out on the online form through which you book (the "Booking Form or Registration Form"). These prices include VAT, which will be added to the total amount due if applicable. Prices are liable to change at any time, but changes will not affect bookings for which you have already paid. It is always possible that, despite best efforts, sometimes the fee on the Booking Form may be incorrectly priced. Where the correct price is less than the stated price on the Booking Form you will be charged the lower amount. If the correct price is higher than the price stated on the

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Booking Form, we reserve the right to reject your order and notify you of such rejection. Payment for bookings can only be made via Direct Debit. We retain the right to vary the acceptable methods of payment without notice from time to time.

THE TRAINING

We treat, as a priority, the safety and well-being of all children attending Swerve Soccer. We reserve the right to remove any person who is found to be engaged in offensive activity, the bullying of others, disruptive behaviour or for any other reason where we consider a person's behaviour is detrimental to the interests or safety of the persons attending a class. If your child is removed from a course for any of these reasons, you will not be refunded any fees already paid by you in connection with that course.

CANCELLATION AND REFUNDS POLICY

We reserve the right to cancel or reschedule a session at any time by sending you a notice to that effect. In circumstances where such cancellation or rescheduling takes place less than 48 hours before the scheduled date we will contact you by email, text or phone call. If you do not wish to attend the session on the rescheduled date offered, or transfer your booking to another available venue, you shall be entitled to receive a full refund. All cancellations must be notified in writing. All cancellations carry a 25% cancellation fee, except where the cancellation is made after the course has commenced in which case there is no refund. In exceptional circumstances, it may be possible to facilitate the transfer of bookings to alternative dates/venues. If you wish to transfer a booking please email info@swervesoccercamps.com. Substitution of participants is not permitted. Swerve Soccer will not issue refunds unless the camp has been cancelled by Swerve Soccer. Our courses will run unless the venue decides to cancel. A full refund will be provided in this case.

VOUCHERS

Vouchers can only be redeemed at the time of making the first booking. They cannot be used retrospectively or when adding additional registrations to a booking such as an "early drop-off" place. A Limit of one voucher per registration applies. Vouchers are only deductible towards the base price of a single registration and cannot be applied against any additional products or costs. Please refer to your promotional voucher for the expiry date and any additional terms or conditions.

LIABILITY

IN NO EVENT WILL SWERVE SOCCER LTD, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, COACHES, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, OUR SERVICES ON OR OFFLINE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE PRECEDING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to indemnify, protect and hold harmless to Swerve Soccer LTD, our subsidiaries, affiliates, partners, officers, directors, agents, Coaches, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference or your infringement of any law or the rights of a third-party.

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NOTICES

Other than notices of cancellation sent under the clause above, all notices given by you to us must be given to info@swervesoccercamps.com. Notices will be deemed received and properly served 24 hours after an email is sent.

TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under a Contract that is caused by events outside our reasonable control. These includes – but is not limited to – site or building blockades, strikes, riots, civil disruption, war, terrorist acts, inclement weather, epidemic, specific work interruptions, delay in transportation, earthquake, fire, storm, flood, or water damage, delay in or cancellation of the delivery our services or governmental, legal or regulatory restriction. Performance under any Contract is deemed to be suspended for the period that the force majeure continues, and we will have an extension of time for performance for the duration of that period.

WAIVER

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing.

SEVERABILITY

If any of these terms and conditions or any other provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

DATA PROTECTION

We will store and process any personal data you provide to us in accordance with all applicable data protection laws. Our privacy policy is available at <https://www.swervesoccer.com/privacy-policy>

ENTIRE AGREEMENT

These terms and conditions, the Booking Form, the Contract and any other document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

LAW AND JURISDICTION

Contracts for Membership Plans or Course bookings and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law.

OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time including, without limitation, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

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Any Contract between you and us will be governed by the terms and conditions in force at the time that you book the places(s) on the relevant Course(s), unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to these terms and conditions before we confirm your booking (in which case we may assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).