

Camp Carnegie – Terms and Conditions

1. Definitions

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

Booking	the booking of the Child onto Camp Carnegie
Booking Period	the period set out in the Online Booking Form
Booking Contract	the agreement between the University and the Customer, incorporating the Online Booking Form and these Conditions
Booking Confirmation	the email issued by the University to the Customer confirming the Booking and receipt of payment of Charges
Camp Carnegie	the multi-sports camp delivered by the University
Camp Schedule	the schedule of activities set by the Camp Carnegie Staff
Child	the child (or children) of the Customer who attend Camp Carnegie and is under the age of 18
Charges	the charges payable by the Customer in connection with the Booking, as set out in the Online Booking Form
Conditions	these terms and conditions as amended from time to time together with any special terms agreed in writing
Course Leader	the qualified person or personnel responsible for leading activities during Camp Carnegie
Covid-19	the official designation of SARS-CoV-2
Customer:	the parent or guardian making the Booking as specified in the Online Booking Form
Data Protection Legislation	the UK General Data Protection Regulation ((EU) 2016/679) (“ UK GDPR ”), together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 (“ DPA ”)
Force Majeure Event	an event delaying performance or causing a failure to perform, any obligations under the Booking Contract if such delay or failure result from events, circumstances or causes beyond a party’s reasonable control
Online Booking Form	the form used by the Customer on https://www.leedsbeckett.ac.uk/sport/camp-carnegie/
University	Leeds Beckett University
Venue	Leeds Beckett University, Headingley Campus, LS6 3QQ

2. **Basis of Contract**

- 2.1. These Conditions apply to the provision of Camp Carnegie by the University to the Customer. These Conditions apply to the Booking Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2. To create a Booking, a Booking Confirmation must be issued by the University. A Booking Contract is entered into by the parties following the process set out in clause 3.

3. **Confirmation of Booking**

- 3.1. Upon the Customer completing the Online Booking Form and paying the Charges, pursuant to clause 4, the University shall issue a Booking Confirmation.
- 3.2. The Customer must ensure that the contents of the Online Booking Form submitted are complete and accurate and that the Online Booking Form is accompanied by all relevant information required for the University to deliver Camp Carnegie.
- 3.3. A further email shall be sent to the Customer prior to the commencement of the Booking Period which shall include details of Camp Carnegie, and medical and consent forms for completion ("**Follow Up Email**").

4. **Payment**

- 4.1. The Charges for the Child's attendance at Camp Carnegie shall be as set out in the Online Booking Form.
- 4.2. The Charges are payable at the time the Customer submits the Online Booking Form and Booking Confirmation shall not be issued unless the Charges have been paid in full.
- 4.3. All Charges due under the Booking Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4. The University may issue an additional invoice after attendance at Camp Carnegie, at the end of the Booking Period, or at the end of the Booking Contract for any further Charges which were not included pursuant to clause 4.2. Such Charges may include those payable for any final alterations to the Child's attendance or in the event of late collection at the end of Camp Carnegie. Late collection of the Child from Camp Carnegie shall be charged to the Customer at a rate of £5.00 per 15-minute delay, increasing incrementally.
- 4.5. Charges invoiced pursuant to clause 4.4 are payable by the Customer upon collection of the Child at the end of the Camp Carnegie session to which the additional Charges relate.

5. **Booking Alteration**

- 5.1. If the Customer wishes to alter the Booking it must notify the University as soon as possible, but in any event by no later than 5pm on the Friday prior to the commencement of the Booking Period. The University shall review the request to alter the Booking but makes no guarantee that it will be able to accommodate any alteration.
- 5.2. Where an alteration request is agreed to by the University and it results in further Charges payable to the University by the Customer, the Customer must complete a further Online Booking Form setting out the new details of the Booking. The University shall issue a Booking Confirmation. The amended Booking Contract will replace the old Booking Contract.

5.3. Where an alteration request is agreed to by the University and it results in Charges already paid being refundable to the Customer, the Customer shall be entitled to either:

5.3.1.a credit in the value of the refundable amount which may be used against a future booking; or

5.3.2.a refund.

5.4. If for any reason the University is unable to accommodate the request to alter the Booking, the University will notify the Customer as soon as reasonably practicable and the Customer may: (a) continue with the original Booking as set out in the original Booking Contract; or (b) cancel the Booking and the provisions of clause 6 will apply.

5.5. The University may, at its absolute discretion, alter the Venue allocated to the Customer to meet the needs of as many customers and/or children as possible. If the University makes any alterations, the University will ensure they are suitable for the Customer's needs as set out in the Online Booking Form at the time of Booking and there will be no extra charge.

6. Cancellation

6.1. Subject to this clause 6.2, the Customer may cancel the Booking Contract by notice in writing to the University. This must be by email to juniorsportsacademy@leedsbecket.ac.uk and will only be deemed accepted by the University once the University issues an email of acknowledgement to the Customer. The date of cancellation will be the date of the University's email acknowledgement, except where an automatic out of office email response is sent to the Customer during periods where the University is closed for business, in which case the date of cancellation will be the date the University sends a follow up email to the Customer.

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

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

6.3. Where the Customer is required to cancel the Booking due to a positive COVID-19 test or other medical emergency, the University may, at its absolute discretion, offer to carry forward the Charges paid to an alternative date. Medical evidence of the positive COVID-19 test or medical emergency may be required by the University.

6.4. If the University needs to cancel any Booking, or any element of any Booking, including a Booking Contract that the University cannot keep for reasons beyond its control. the University will use all reasonable endeavours to offer an alternative date to the Customer but will have no liability to the Customer. If the University is unable to offer an alternative date to the Customer, it shall refund any Charges paid by the Customer.

6.5. The University shall have the right at any time to terminate the Booking Contract if any one of the following circumstances applies:

6.5.1.the Customer fails to pay any amount due under the Booking Contract on the due date for payment;

6.5.2.the Customer commits a material breach of any term of the Booking Contract;

6.5.3.the occurrence of a Force Majeure Event;

6.5.4.in the University's reasonable opinion, the continuation of the Booking Contract would create a conflict of interest and/or cause detriment to the University's reputation;

6.5.5.the Customer and/or the Child act in such a way as likely to cause injury or serious disruption to University staff, students, other participants of Camp Carnegie, members of the public or cause damage to property;

7. Customer's Obligations

7.1. The Customer shall:

7.1.1.co-operate with the University in all matters relating to the provision of Camp Carnegie;

7.1.2.provide the University with such information as it may reasonably require in order to deliver Camp Carnegie to the Child and ensure that such information is complete and accurate in all material respects.

7.2. The Customer agrees and undertakes that he/she (and where appropriate his/her child) shall:

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

7.2.2.complete and return to the University any documentation contained within the Follow Up Email by 5pm on the Friday prior to the commencement of the Booking Period;

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

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

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

7.2.6.ensure that the Child is collected from the Venue by the Customer (or other person authorised by the Customer on the Online Booking Form) by the allotted pick-up time as specified on the Online Booking Form;

7.2.7.advise the University prior to the Booking Period if the Child is suffering from allergy and ensure that the Child brings any medication to Camp Carnegie with them and the Customer acknowledges that where this clause is not complied with the University may refuse admission to the Venue until the medication is supplied;

7.2.8.ensure that the Child behaves in a responsible and safe manner whilst at the Venue and the University may request that the Customer return to the Venue prior to the allotted pick-up time to remove any Child that does not do so from the Venue;

7.2.9.notify us as soon as their child is diagnosed with an infectious illness including but not limited to Covid-19;

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

7.3. Any damages or breakages to the Venue will be deemed additional costs. The University will invoice the Customer and the Customer shall pay for the cost of replacement, damages or loss at the full replacement cost.

8. First Aid

In the case of sickness, accident or injury, the University reserves the right to administer first aid and non-prescription medication to the Child, and to request emergency medical treatment if it is deemed required, unless the University has been notified in writing that it may not do so.

9. Administering Medication

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

10. Request for Medical Evidence

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

11. University's Obligations

11.1. The University takes the safety and welfare of the participants of Camp Carnegie seriously. The University shall:

11.1.1. comply with all up to date UK Government guidance relating to hygiene practices in so far as they relate to prevention of the spread of SARS-CoV-2 (Covid-19);

11.1.2. adhere to all relevant policies on safeguarding, data protection and equality and diversity, policies relating to which can be found at <https://www.leedsbeckett.ac.uk/sport/camp-carnegie/>

11.1.3. ensure that the Course Leader is suitably qualified to lead activities during Camp Carnegie; and

11.1.4. ensure that the Course Leader has an up to date Data Barring Service certificate in place.

12. Limitation of Liability

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

12.2. Subject to clause 12.1, the University shall under no circumstances be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

12.2.1. any loss of profit, loss of contract, or any indirect or consequential loss arising under or in connection with the Booking Contract; or

12.2.2. damage or theft of any property of the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue.

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

13. Data Protection

- 13.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of the Data Protection Legislation and all other regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications.
- 13.2. It is the University's intention to take photographs of the participants of Camp Carnegie during the sessions however the University acknowledges that the Customer may not wish for the Child to be photographed. The Customer is invited to review and complete the attached consent form permitting photographs of the Child to be taken <https://www.leedsbeckett.ac.uk/sport/-/media/files/sport-active-lifestyles/junior-documents/consent-form-photo-under18.pdf> or the avoidance of doubt, where the University does not receive a completed consent form from the Customer, photographs of the Child shall not be taken.
- 13.3. The University shall process all personal data received by it in accordance with its privacy policy, a copy of which is available at [\[S&AL to include link\]](#)

14. General

- 14.1. **Complaints.** The Customer should contact the University by telephone on 0113 812 3160 or in writing at sport@leedsbeckett.ac.uk if it has any complaints about the Services.
- 14.2. **Force Majeure.** The University shall not be in breach of the Booking Contract nor liable for delay in performing or failure to perform, any of its obligations under the Booking Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.3. **Notices.** Notices shall be deemed to have been duly received:
- 14.3.1. if delivered by email, at the time of transmission;
 - 14.3.2. if delivered personally, when left at the registered address of the relevant party or otherwise the address notified by the recipient to the other party in writing; or
 - 14.3.3. if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second day (excluding weekends and public holidays) after posting; or
 - 14.3.4. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.4. **Anti-Bribery and Modern Slavery.** Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010 or the Modern Slavery Act 2015.
- 14.5. **Assignment and Sub-Contracting.** The Customer may not sub-contract assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Booking Contract without the University's prior written consent. The University may sub-contract assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Booking Contract without the prior written consent of the Customer.
- 14.6. **Entire Agreement.** The Booking Contract contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into the Booking Contract by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in the Booking Contract are (to the fullest extent permitted by law) excluded from the Booking Contract.

- 14.7. **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999 no person who is not a party to the Booking Contract shall have any right to enjoy the benefit or enforce any of the terms of the Booking Contract.
- 14.8. **Variation.** No variation of the Booking Contract shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 14.9. **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under the Booking Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under the Booking Contract or by law.
- 14.10. **Severability.** If any provision of the Booking Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from the Booking Contract in so far as the Booking Contract relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of the Booking Contract shall not be affected or impaired.
- 14.11. **Governing Law and Jurisdiction.** The Booking Contract shall be governed by English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts