



Booking Terms and Conditions

This document tells you the terms and conditions on which we book any of the Awards on our Programme as listed on our website www.centurions-flp.com or contained within our current brochure. Please read these terms and conditions and our policies available from our website, carefully before booking any Award through our site. You should understand that by booking any of our Awards, you agree to be bound by these terms and conditions.

We will email you a copy of these terms and conditions within your booking confirmation email. Should you do not agree with them please cancel your booking in accordance with clause 10.1. Please understand that if you refuse to accept these terms and conditions, you will not be able to book any Awards with us.

1. Information About Us

1.1 Rugby Centurions Limited is registered in England and Wales under company number 11162148.

1.2 We operate the website www.centurions-flp.com which directs you to the Awards detailed in clause 1.1 on which we accept booking online.

2. Your Status

By placing an order through our site, you warrant that:

1. (a) You are legally capable of entering into binding contracts;
2. (b) You are at least 18 years old;
3. (c) You are the parent or legal guardian of the child(ren) you are booking onto the Award(s);
4. (d) All Participants are reasonably fit and healthy, capable of participation on the Award and that you have fully disclosed details of any relevant information on the Child Information Form (as defined in clause 6.1);
5. (e) All Participants will be between the ages of 11 and 16 years old.

3. How the Contract is formed between you and us

3.1 After booking an Award online, you will receive an email from us confirming the booking which is when the contract between us is formed.

3.2 The Contract will relate only to those Awards whose booking we have confirmed in the Booking Confirmation.

4. Quality of Awards

4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Awards which:

1. (a) Conform in all material respects with their description (on our site or in the Brochure);
2. (b) Are carried out with reasonable care and skill;
3. (c) Are fit for any purpose we say the Awards are fit for; and
4. (d) Comply with all applicable statutory and regulatory requirements for supplying the Awards in the United Kingdom.

4.2 This warranty is in addition to your legal rights in relation to services, which are not carried out with reasonable skill and care or which otherwise; do not conform with these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

4.3 These terms and conditions apply to any substitute Awards we arrange with you in the unlikely event that the original Award do not conform to these terms and conditions.

4.4 You must provide us, in sufficient time, with any information and instructions relating to the Award that is or are necessary to enable us to provide the Awards in accordance with these terms and conditions. This information includes completion of a Child Information Form in respect of each child, together with any other information about the Participants that you think is relevant.

5. Provision of Course(s)

5.1 We will provide the Award(s) to the Participant(s) on the date(s) set out in the Booking Confirmation.

5.2 We will make every effort to carry out the Award(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the Awards as soon as reasonably possible, and in the event we have to cancel an Award you will be offered a place on an alternative Course or a full refund.

5.3 We may have to suspend an Award if we have to deal with technical problems, or to make improvements to the Award. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

5.4 We reserve the right to modify a an Award due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.

5.5 On occasion we may be required to cancel an Award as a result of factors such as low attendance/bookings, venue or facility issues, adverse weather conditions or other unforeseen circumstances. We will notify you of any such cancellations as soon as possible by email and/or telephone.

6. Child Information Form

6.1 Within the Booking Confirmation email you will be sent a form setting out your child's details, (a **Child Information Form**). The Child Information Form must be completed for each Participant truthfully and comprehensively, providing us with all information, which may be relevant to the Participants taking part in the Award.

6.2 Please print, complete, sign and date the Child Information Form and bring it with you on the first day of the Award. We will be unable to accept a Participant onto the Award without a completed Child Information Form.

7. Attendance at Awards(s)

7.1 We reserve the right to remove a Participant from the Award (s) or to refuse admittance should we deem it necessary to do so. This includes where a Participant does not comply with the safety rules and advice, does not act responsibly and courteously, is disruptive, does not participate, behaves in a way we deem to be inappropriate in the circumstances, fails to respect or affects the enjoyment of the Award for other Participants.



7.2 Participants should be dressed appropriately for the activities of the Award (s) on which they are enrolled. We reserve the right to refuse admittance to any Participant who we consider not to be appropriately dressed.

7.3 Participants are expected to be reasonably fit and healthy and not suffer from any medical condition, which would make it more likely that they would be involved in any incident, which could result in injury to themselves or others.

7.5 No refunds or compensation will be payable by us in the event that any Participant is not permitted to, or decides not to, undertake or complete the Award (s) for the reasons set out in this clause.

8. Residential Gold Award

8.1 Our Gold Award is a residential Award in which Participants will have activity days and overnight stays.

8.2 We will provide you with a list of recommended items the Participant should bring to the Gold Award and you are responsible for providing these items for use by the Participant.

8.3 We may take the Participant offsite for supervised visits and excursions that either form part of the Award or are ancillary to it and you hereby consent to these offsite visits.

8.4 You and the Participant are responsible for the Participant's behaviour while on the Award and we reserve the right to remove any Participant who behaves in a way we determine is unacceptable or inappropriate from the Award and will notify you to come and collect the Participant from the site.

8.5 We shall not be liable for the consequences of any inappropriate behaviour or the loss of any Award fees, which are non-refundable in the event of removal of a Participant under the circumstances of clause 8.3.

9. Medical Attention

9.1 In the unlikely event that any Participant requires medical attention while on a Award, including any Gold Award, we will provide first aid on site and make every attempt to contact you.

9.2 You acknowledge and consent to our taking the Participant offsite to obtain medical attention when we deem this is required, if necessary without your consent, in an emergency.

10. Transport

10.1 You are responsible for arranging transport for the Participant to get to and from any Award.

11. Complaints

11.1 In the unlikely event that the Award (s) do not conform with these terms and conditions, please let us know as soon as possible by telephone, email. We will aim to deal with your complaint within 48 hours of its receipt in accordance with our complaints procedure.

11.2 We may then, at our option:

1. (a) Provide you with a full or partial refund, depending on what is deemed reasonable; or
2. (b) Offer you a place on an alternative Award.

11.3 These terms and conditions will apply to any substitute Award(s) we book for you.

12. Intellectual property rights

12.1 The copyright, design right and all other intellectual property rights in the Brochure, the site and any other materials and other documents or items that we prepare or produce in connection with the Awards are either licensed to or belong to us absolutely.

12.2 You may not use the Brochure, site, materials, documents or other items detailed in clause 12.1 for any commercial purpose.

13. Consumer rights

13.1 If you are contracting as a consumer and subject to clause 13.2 below, you may cancel a Contract at any time within seven working days, beginning on the day after you receive the Booking Confirmation. In this case, you will receive a full refund of the price paid for the Award in accordance with our refunds policy (set out in clause 15 below).

13.2 You agree to waive your statutory right of cancellation of a Contract concluded at a distance if the Award begins at any time within the seven working day cancellation period and your child takes their place on the Award within that time. This is because you agree to the Award starting before the end of the usual cancellation period provided by law and therefore your cancellation rights end when the Award begins.

13.3 If you cancel a Contract you may receive a refund in accordance with our refunds policy (set out in clause 16 below).

13.4 To cancel a Contract, you must inform us by email. If this cancellation is made after the Award begins you must stop your child(ren) from attending any remaining sessions of the Award.

13.5 This provision does not affect your statutory rights.

14. Price and payment

14.1 The price of any Awards will be as quoted on our site and in our Brochure from time to time, except in cases of obvious error. These prices may include or exclude VAT, as specified within the Booking Confirmation.

14.2 Prices are liable to change at any time, but changes will not affect Award in respect of which we have already sent you a Booking Confirmation.

14.3 Any offers or discounts to be applied to the booking will be applied at the time of the booking being made and cannot be added retrospectively. Offers and discounts can be withdrawn at any time by Rugby Centurions, and without notification. Any changes will not affect courses in respect of which we have already sent you a booking confirmation.

14.4 All offers or discounts are subject to the normal conditions in relation to cancellations and refunds.

14.5 We are under no obligation to provide the Award to you at the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.



14.6 Payment must be made in full prior to commencement of the Award and activities by your child(ren). In the event of full payment not having been received Rugby Centurions retains the right to refuse access to the course until full payment is made and confirmation of this payment is given to the relevant course staff by head office.

15. Childcare Voucher Payments

15.1 Rugby Centurions do not currently accept Childcare Voucher Payments.

16. Our refunds policy

16.1 When you cancel an Award booked with us within the seven day cooling off period (see clause 13 above), if the Award has not begun during the cooling off period we will refund the price of the Award in full. If the Award has already begun and your child has attended any or part of it during the seven-day period, you will not be entitled to a refund for cancellation.

16.2 When you cancel an Award booked with us after the cooling off period has expired:

1. (a) If this is done any time after the Booking Confirmation is sent and before the date one calendar month before the first day of the Course detailed in the Booking Confirmation, we will refund the price of the Award in full minus an administration fee of £15; or
2. (b) If this is done at any time between the date one calendar month before the first day of the Award detailed in the Booking Confirmation, and one week before the Award begins, we will refund 50% of the price of the Award to you; or
3. (c) If this is done at any time less than one week before the first day of the Award detailed in the Booking Confirmation, if there is no valid medical reason evidenced by a doctor's note for the cancellation, you will not be entitled to a refund.

16.3 We will process any refund due to you as soon as possible and, in any event, within 30 days of the day you have given notice of your cancellation.

16.5 If you cancel an Award because you claim that the Award is not of an acceptable quality, we will make investigations and will notify you of any refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the Award.

17. Disclaimer

17.1 By accepting these terms and conditions, you understand and agree that: 17.1.1 the activities of the Course(s) on which any Participant are enrolled

involve **an inherent risk of injury**;

17.1.2 you are responsible for the Participant's safety and accept this inherent risk in order for your child to participate in the Award;

17.1.3 you will ensure that the Participant acts and behaves appropriately and complies at all times with our safety rules and procedures in order to minimise risk;

17.1.4 you will ensure that the Participant immediately ceases performance of the activities if you are concerned about the safety of the activities or the health of the Participant;

17.1.5 in the event of an accident or any damage, loss, injury or death, we will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activities undertaken on the Award (save for in the circumstances excluded under clause 17);

17.1.6 you accept that we will undertake all necessary risk assessments and deliver the Award (s) in as safe as possible a manner, but that this does not remove all risk of injury to the Participant; and

17.1.7 you hereby waive all and any claims against us in respect of clause 17.1.5 above.

18. Limitation of Liability

18.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Award you booked and any losses that are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your booking is accepted by us.

18.2 This clause does not include or limit in any way our liability for:

- (a) Death or personal injury caused by our negligence; or
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

18.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) Loss of income or revenue; (b) Loss of profits or contracts; (c) Loss of anticipated savings; or (d) Loss of data;

Provided that this clause 18.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 18.1 or any other claims for direct financial loss that are not excluded by any of categories (a) to (d) inclusive of this clause 18.3.

19. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, and making bookings, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.



19. Data Protection

We will only use the personal information you provide to us to provide the Awards and in accordance with the terms of our Privacy Policy.

20. Notices

All notices given by you to us must be given to Bethan@Centurions-flp.com. We may give notice to you at either the e-mail or postal address you provide to us when booking an Award or in any of the ways specified in clause 18 above. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an email is sent, or three days after the date of posting of any letter.

21. Transfer of rights and obligations

21.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

21.2 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.

21.3 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.

22. Events outside our control

22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control (**Force Majeure Event**).

22.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lockouts or other industrial action;
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) Impossibility of the use of public or private telecommunications networks; and
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

22.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a

solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

23. Waiver

23.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

23.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

23.3 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 in writing in accordance with clause 20 above.

24. Our right to vary these terms and conditions

25.1 We have the right to revise and amend these terms and conditions from time to time 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.

25.2 You will be subject to the policies and terms and conditions in force at the time that you book Courses with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).

25. Law and jurisdiction

Contracts for the booking of Awards through our site 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. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.