

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

1. **These Terms**

1.1 **What these terms cover**

- 1.1.1 These are the terms and conditions on which we supply Activity Camp services ("**services**").
- 1.1.2 Bookings for our services may only be made online via our website. By making a booking on our website you confirm that you have parental responsibility for the child or children for whom you are booking the services and that you are at least 18 years old.
- 1.1.3 We accept one-off (or ad hoc) bookings for our services.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order for services to us. These terms tell you who we are, how we will provide services, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. **Information About Us and How to Contact Us**

- 2.1 **Who we are.** We are RB Sports Activities Limited, a company registered in England and Wales. Our company registration number is 09422539 and our registered office address is 15 – 17 Church Street, Stourbridge, West Midlands, DY8 1LU. We are not registered for VAT.
- 2.2 **How to contact us.** You can contact us by telephoning us on 0121 695 1394 or by writing to us at info@rbgymandsport.co.uk or to our address stated above.
- 2.3 **How we may contact you.** If we need to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our Contract With You**

3.1 **How we will accept your order**

- 3.1.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.1.2 Subject to clause 13.3, or unless we agree otherwise, we will not accept your order until you have paid the relevant charges for that booking.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

the services are oversubscribed, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

4. **Your Rights to Make Changes**

4.1 If you wish to make a change to the services you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.2 If we agree to make changes to your booking within 14 days of the date on which the services are or were due to start, we may at our discretion charge you a £5 administration fee.

5. **Our Rights to Make Changes**

5.1 We may change the services to reflect changes in relevant laws and regulatory requirements and/or to implement minor technical adjustments and improvements, for example to address a security threat.

5.2 We may also change the content of the services (e.g. the sorts of activities being carried out during the services) if supply of the services as described on our website is prevented by an event outside our control (e.g. adverse weather conditions or staffing changes). If this happens we will contact you as soon as possible to let you know.

6. **Providing the Services**

6.1 We will begin the services on the date selected by you during the order process.

6.2 **We are not responsible for delays outside our control.** If our supply of the services is delayed or prevented by an event outside our control (e.g. adverse weather conditions or strikes) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay and we will take all reasonable steps to provide the services. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay or if the services are not provided at all you may contact us to end the contract and receive a 50% refund for any services you have paid for but not received or, alternatively and at our discretion and subject to availability, we may allow you to attend an alternative session.

6.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services, for example (and without limitation) a completed registration form and details of any allergies, medical conditions and dietary requirements for each child. This requirement is stated in the description of the services on our website. We will contact you to ask for this information. If you do not give us this information before the services are due to commence, or if you give us incomplete or incorrect information, we may

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying all or any part of the services if this is caused by you not giving us the information we need.

- 6.4 **We may suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 13.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services and not take or honour any further bookings from you until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not charge you for the services during the period for which they are suspended and you acknowledge that you may lose any place you had already booked for your child to receive our services. As well as suspending the services we can also charge you interest on your overdue payments (see clause 13.3).

7. **Behaviour**

- 7.1 We reserve the right to exclude (temporarily or permanently, at our discretion) any child for any reason including (without limitation) inappropriate parent or child behaviour, illness or bullying.
- 7.2 During any period of suspension, if we can fill the space which had been reserved for your excluded child, refunds will be provided for any services you have paid for but not received save that the fees for the session during which your child was excluded will be payable in full (and no refund will be given for any such fees paid in advance).
- 7.3 If despite our reasonable efforts we cannot fill the space which had been reserved for your excluded child during any period of suspension, no refunds will be provided for any services you have paid for but not received. This is because we will have allocated resources, time and commitment to your excluded child's place and we have been unable to recoup our losses by placing another child in that pre-reserved space.

8. **Our Obligations**

- 8.1 We will:
- 8.1.1 provide the services using reasonable care and skill; and
 - 8.1.2 inform you about any accidents involving your child or children which occur whilst we are providing the services.
- 8.2 We have a duty to respond if we suspect that a child may be suffering from or makes a disclosure about abuse. In this event, we will contact the relevant local authority and act upon their advice.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

9. Your Obligations

9.1 You will:

- 9.1.1 ensure that your child or children behave sensibly and respectfully both to our staff and other children;
- 9.1.2 complete a registration form in respect of your child or children and provide the same to us before we provide the services;
- 9.1.3 inform us promptly about any changes to the information provided in the registration form(s);
- 9.1.4 read all of our policies and procedures and comply with them (abbreviated copies of our policies and procedures are available on our website and full copies are available either by email on request or in hard copy format at the location where we are supplying services);
- 9.1.5 ensure that your child or children do not bring valuable personal items to our sessions;
- 9.1.6 collect or arrange for your child or children to be collected at the collection time notified to you at the time you placed your order which is the finish time for the session you have booked ("**Collection Time**");
- 9.1.7 ensure that each of your child's bags and clothing are labelled with your child's name;
- 9.1.8 inform us about any specific dietary requirements and allergies or medical conditions suffered by your child or children;
- 9.1.9 notify us promptly (providing as much advance notice as possible) if you have booked services for your child or children but they will not be attending;
- 9.1.10 ensure that your child or children do not use a camera, mobile phone or other mobile device at premises where we are supplying the services.

9.2 You acknowledge that your child or children may participate in messy activities and you will provide suitable clothing if you consider it appropriate. We take no responsibility for damage to your child's clothing.

9.3 You agree that if your child is involved in an accident whilst participating in our sessions, he/she will be treated by a qualified first aider and we will use all reasonable endeavours to contact you as soon as possible. You give your permission for us to sign any medical consent forms to enable your child to receive necessary urgent medical treatment in your absence.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

9.4 You acknowledge that by making a booking, you consent for your child or children to participate in the activities described as forming part of the services (or similar substituted activities) on our website. However, you acknowledge that in order to maintain appropriate standards of health and safety, children with certain medical or physical conditions or those who cannot demonstrate the required competence may not be allowed to participate in some activities. In such cases, we will provide alternative activities.

10. Your Rights to End the Contract

10.1 You do not have a legal right to change your mind within 14 days and receive a refund under the Consumer Contracts Regulations 2013. This is because the exemption described in recital 49 to the Consumer Rights Directive applies which states that where contracts involve the setting aside of capacity which, if the contract were cancelled, the trader may find difficult to fill, those usual statutory cancellation rights do not apply.

10.2 If you wish to end the contract for a reason set out at clauses 10.2.1 to 10.2.2 (below) the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

10.2.1 we have told you about an upcoming change to the services (excluding changes mentioned in clause 5.2) or these terms which you do not agree to; or

10.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed.

10.3 If you wish to end the contract up to 14 days before the date on which the services are due to start, we will refund any advance payment you have made for such services which will not be provided to you as a result of your cancellation provided that we can fill your child's place. If we cannot fill your child's place then we will be under no obligation to provide you with a refund. This is because we will have allocated resources, time and commitment to your child's place and we have been unable to recoup our losses by placing another child in that pre-reserved space.

10.4 If you wish to end the contract within 14 days of the date on which the services are due to start, we will not refund any advance payment you have made for such services. This is because we will have allocated time, commitment and resources to your child's place and it will be difficult for us to fill it with another child at short notice.

10.5 To end the contract with us, please let us know. You can contact us by telephoning us on 0121 695 1394 or by writing to us at info@rbgymsportsport.co.uk or to our address stated above.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

11. Our Rights to End the Contract

11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

11.1.2 you do not provide us with information that is necessary for us to provide the services, for example, the information described in clause 6.3.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 We reserve the right to end the contract with you immediately by giving notice to you if your child or children's behaviour becomes such that the wellbeing and safety of our staff or other children are threatened. In these circumstances, we will follow our Exclusion Policy (an abbreviated copy of the policy is available on our website but you may request a full copy of the policy by email or a hard copy of the policy can be found at the location where we are supplying services). If we end the contract pursuant to this clause 11.3 we will refund any money you have paid in advance for services we have not provided (provided we can fill your child's place) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of our ending the contract for these reasons.

11.4 We reserve the right to end the contract with you immediately by giving notice to you if your child or children are collected after the Collection Time on more than one occasion. If we end the contract pursuant to this clause 11.4 we will refund any money you have paid in advance for services we have not provided (provided we can fill your child's place) but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of our ending the contract for these reasons.

12. If There Is a Problem With the Services

If you have any questions or complaints about the services, please contact us. You can contact us by telephoning us on 0121 695 1394 or by writing to us at info@rbgymandsport.co.uk or to our address stated above.

13. Price and Payment

13.1 **Where to find the price for the services.** The price of the services (which includes any applicable discount available at the time you place your order) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the services advised to you is correct.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

However please see clause 13.2 for what happens if we discover an error in the price of the services you order.

13.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, our services may be incorrectly priced. We will normally check prices before accepting your order so that, where the services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the services' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

13.3 **When you must pay and how you must pay**

13.3.1 We accept payment by credit card, debit card, via tax-free childcare accounts ("**TFCAs**") and childcare vouchers ("**CCVs**") (subject to clause 13.3.3).

13.3.2 Subject to clause 13.3.3(a), you must pay for the services in advance, before we start providing them and at the time you place your order via our website.

13.3.3 If you wish to pay for the services using CCVs:

(a) if you book services which are due to commence within 5 days of the date of your booking, you must use your best endeavours to ensure that we receive funds from your CCV provider before the services start date but if that is not possible then you must use your best endeavours to ensure that we receive funds from your CCV provider as soon as possible after the services have been carried out;

(b) if you book services which are due to commence more than 5 days after the date of your booking, you must ensure that we receive funds from your CCV provider before the services start date failing which we will be under no obligation to provide the services and we reserve the right to cancel your order;

(c) you must use your best endeavours to resolve any issues with your CCVs or CCV provider promptly so as to reduce any delays in payment to us.

13.3.4 You must use your best endeavours to resolve any issues with your TFCA promptly so as to reduce any delays in payment to us.

13.4 **We can charge interest if you pay late.** If you or your CCV provider do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

- 13.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 13.6 Unless otherwise stated in these terms or unless otherwise agreed with us in writing, no full or partial refunds will be made if:
- 13.6.1 if your child or children do not attend booked sessions; or
 - 13.6.2 if your child or children are collected before the Collection Time.
- 13.7 We will make any refunds due to you in accordance with these terms as soon as possible and within 14 days of cancellation or occurrence of the relevant event triggering your entitlement to a refund. As an alternative to a providing a refund, we may instead provide a credit to your account to the value of the refund but we will agree this with you before doing so.
- 13.8 **Offers and discounts.** On occasion, we offer our customers certain offers and discounts, details of which can be found on our website. Any applicable offers or discounts available to you at the time you make your booking will be shown on our website. If you subsequently amend or change a booking, it may be that offers or discounts made available to you at the date of your original booking will not apply to your amended or changed booking but we will communicate this to you if and when it becomes relevant.
- 13.9 We reserve the right to amend or withdraw any of our offers and discounts at any time at our discretion.
- 13.10 **Food and Drink**
- 13.11 You must send your child or children with his or her own food and drink.
- 13.12 Please note that glass containers and bottles are not permitted.
- 13.13 Please note that we do not allow products which contain nuts at our venues.
14. **Signing in and out**
- 14.1 All children must be signed in and out.
- 14.2 Persons signing children in and out must have photographic ID and show their ID to our staff so that we can verify that person's identity.
- 14.3 Children must be signed in by the person(s) named on the registration form completed by you in accordance with clause 9.1.1.
- 14.4 Children will only be released into the care of the person(s) named on the registration form completed by you in accordance with clause 9.1.1.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

14.5 You must give us prior notice if you wish your child or children to be signed in or collected by a person not named on the registration form completed by you in accordance with clause 9.1.1.

15. Late collection

15.1 If your child or children are not collected at the Collection Time, we will attempt to contact you. If we cannot make contact with you, we will attempt to contact the other named contacts on your registration form.

15.2 If 30 minutes after the Collection Time we have been unable to contact you or any other named contact on your registration form, we will contact social services and follow our Uncollected Child Policy (an abbreviated copy of the policy is available on our website but you may request a full copy of the policy by email or a hard copy of the policy can be found at the location where we are supplying services).

15.3 If your child or children are not collected at the Collection Time, you will be charged the following fees per child:

15.3.1 if you collect your child or children between 1 – 15 minutes after the Collection time - £10;

15.3.2 if you collect your child or children between 16 – 30 minutes after the Collection time - £20;

15.3.3 if you collect your child or children between 31 – 45 minutes after the Collection time - £30;

15.3.4 if you collect your child or children between 46 – 60 minutes after the Collection time - £40.

15.4 The fees described in clauses 15.3.1 to 15.3.4 are charged to cover the costs of our staff remaining with your child or children after the Collection Time and also to cover increased venue rental costs.

15.5 If your child will be collected after the Collection Time, you must notify us, giving as much advance notice as possible. We reserve the right to charge the fees set out at clause 15.1 notwithstanding any notification you give us pursuant to this clause 15.5.

16. Our Responsibility for Loss or Damage Suffered By You

16.1 **We are responsible to you for foreseeable loss and damage caused by us.**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

16.3 We do not accept responsibility for loss or damage to any valuable items brought to our sessions by your child or children. We reserve the right to remove such valuable items from your child or children's possession and retain them until the end of the session.

17. **How We May Use Your Personal Information**

We will only use your personal information as set out in our privacy policy on our website.

18. **Other Important Terms**

18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

18.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

18.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

18.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider

Terms and Conditions of Sale

RB Sports Activities Limited – Activity Camp Services

we use. Please contact us for details. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.