

# Booking Conditions | Manchester City Football School Programmes

Terms and Conditions

Revised 20.10.2021

## 1. Definitions

‘Applicable Data Protection Laws’: means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

‘Booking’: refers to your booking for a Programme in accordance with clause 4.

‘BSC’ ‘we’ ‘our’ or ‘us’: refers to BSC Young Learners Limited registered in England (Company No. 12752100) whose registered office is at: Lees House, 21 - 33 Dyke Road, Brighton BN1 3FE.

‘Deposit’ has the definition given in clause 5b. means the General Data

‘EU GDPR’: Protection Regulation ((EU) 2016/679), as it has effect in EU law.

‘Parent(s)’ or ‘Guardian(s)’: refers to your parent(s) and/or legal guardian(s).

‘Programme’: refers to a BSC run football and English language course or programme, as further described on the BSC website at <https://bsc-holidayprograms.mancity.com/>

‘Terms’: refers to these ‘City Football Programmes’ terms and conditions, as updated from time to time in accordance with clause 2a.

‘UK GDPR’: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

‘you’ or ‘your’: refers to you, the attendee of a Programme, and/or the Parent(s) and/or Guardian(s) (where applicable) in accordance with clause 4c.

## 2. These Terms and information about us

a. Please read these Terms carefully before you register for a Programme. These Terms tell you who we are, how we will provide services to you, 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. Please note that these Terms are updated from time to time and will supersede any previous terms & conditions applicable at the time of the Booking.

b. You can contact us by telephoning our customer service team at +44 1273 977 702 or by writing to us at [info@bscyounglearners.com](mailto:info@bscyounglearners.com) and Lees House, 21 - 33 Dyke Road, Brighton BN1 3FE.

c. If we have 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 Booking.

d. When we use the words "writing" or "written" in these Terms, this includes emails.

### 3. Programme information

a. Programmes are run with various start days and are scheduled in the morning and/or afternoon depending on the product and/or location. BSC reserves the right to change the timetable structure for any Programme. BSC reserves the right to use alternative premises of a similar standard for Programmes or to offer alternative activities.

b. BSC will endeavour to fulfil your special requests but these cannot be guaranteed.

c. When the Booking is complete we will send you an information pack relating to the Programme and, if required, a visa support letter. The information pack will contain key information concerning what to bring, airport transfer details and pocket money information.

d. You will be issued with a certificate at the end of the Programme, providing you have attended 100% of the Programme.

e. We may need certain information from you so that we can provide the Programme. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may not be able to provide the Programme to you and may need to end the contract (and clause 7 (b) will apply) as a result.

### 4. Booking

a. Our acceptance of your Booking will take place when you have paid the Deposit and we have emailed you with confirmation of your Booking, at which point a contract will come into existence between you and us, in accordance with these Terms.

b. We will provide the Programme to you as set out in the Booking and in accordance with these Terms.

c. If you are under 18, your Parent(s) and/or Guardian(s) is (are) hereby deemed to legally accept these Terms. Your Parent(s) and/or Guardian(s) further accept that:

- i. They will provide a signed consent form at the time of Booking, specifying details of the Parent or Guardian who will be required to sign you in and out of the Programme daily (if applicable);
- ii. They will permit you to travel by public transport;
- iii. They authorise you to take part in all tourist, sporting & cultural activities linked to the Programme;

- iv. They permit you to be treated by a doctor in an emergency. BSC will use their best efforts to contact your Parent(s) and/or Guardian(s) in this event;
- v. They will pay any third-party fees associated with the above treatments; and
- vi. They will provide BSC with a contact telephone number in case of emergencies.

## 5. Payments

- a. The price of the Programme will be the price indicated (VAT exclusive, where payable) on the Booking page.
- b. A deposit of 20% of the total Booking value must be paid to confirm a Booking ('Deposit'). Please also note the following requirements:

- A Booking confirmation will only be issued when a Deposit has been received.
- Payment details for the final 80% Booking payment are provided on the invoice, our preferred payment method is 'Flywire' however if you are not able to utilise Flywire then our bank details are also shown for a direct transfer, or you may use Paypal. All payments are to be made in Pound Sterling.
- Payments must be received in full 28 days prior to the Programme start date. BSC reserve their right to not enrol or accept you onto a Programme in the event that you fail to make this payment. BSC reserves the right to cancel your Booking without refunding or compensating you if you fail to make this payment when due.
- Bookings made within 28 days of arrival for a Programme must be paid in full at the time of Booking.
- Payment must include all bank transfer charges (including intermediary bank charges).
- If you require the services of a courier to deliver any documentation, a fee of £35 will apply and will be added to your invoice.
- For groups comprising of a minimum of 15 players, specific terms and conditions will apply (please see these on our website: <https://www.bsceducation.com/policies/policies-young-learners-booking-terms-and-conditions/>)

For further details, please speak with your BSC representative.

## 6. Changes to enrolment

BSC reserves the right to charge an administration fee of £50 each time you request a change or postponement to the Programme or centre after BSC has confirmed the initial Booking. This may also include any request by you for changes whilst you are on a Programme.

A change in football programme type after Booking is considered a cancellation and the refund policies within these Terms will apply.

## 7. Refunds and cancellation fees (NOT COVID-19 RELATED)

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- a. Your rights to end the contract
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If you change your mind, when booking a Programme, you have 14 days to do this after the day we email you to confirm we accept your Booking. However, once we have completed the Programme you cannot change your mind, even if the period is still running.

If you cancel after we have started the Programme, you must pay us for the services provided up until the time you tell us that you have changed your mind. If you wish to cancel a Booking for any other reason (other than a reason in relation to COVID-19), you must let BSC know as soon as possible by calling our customer services on +44 1273 977 702 or emailing us at [info@bscyounglearners.com](mailto:info@bscyounglearners.com) and we will consider your request. Please provide your name, home address, details of the order and, where available, your phone number and email address.

If you wish to cancel a Booking for any other reason, Booking refunds are made at our sole discretion and we shall typically make any refund decisions by considering the amount of notice given to us:

- If you cancel a Programme you will be subject to the following cancellation fees in relation to the notice you have given prior to the Programme start date:

60+ days:	Forfeiture of any enrolment fee
28 – 60 days:	Forfeiture of Deposit and any enrolment fee
Less than 28 days:	No refund is payable

- If you wish to cancel a Booking due to a visa refusal, please refer to clause 12 below.
- Cancellation for group Booking. If an individual within a group Booking cancels the group Booking, this will be subject to the terms and conditions referenced in clause 5 above. Please refer to your group quote document for further details or contact your BSC representative to discuss.
- All information provided by BSC is the responsibility of BSC. BSC reserves the right to alter any particulars such as fees at the sole discretion of BSC. BSC reserves the right to cancel any Programme or close any centre for whatever reason. Should this be necessary, BSC shall offer you either a refund or an alternative course or Programme for the same value.
- BSC will not be responsible to pay any compensation following a change or a cancellation by BSC and will not be liable to reimburse you for any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts.

#### b. Refunds

All refunds will be made to the original fee payer only via the same method that original payment was made. If BSC cancels a Programme after your enrolment, BSC will refund all monies already paid. All refunds will be made within 90 days of cancellation.

### 8. COVID-19 RELATED Cancellations & Amendments

- a. If you wish to cancel a Booking due to your contraction of the Covid-19 coronavirus, you must put such request to cancel in writing to BSC along with clear medical evidence or a certified letter from a medical professional to confirm your contraction of Covid-19. On receipt of clear medical evidence or a certified letter from a medical professional, BSC will refund any Booking

fees which have been paid by you, less the Deposit and any other charges we may incur as a result of your cancellation.

b. If you are unable to travel to the UK due to the following COVID related reasons:

Travel ban for inbound passengers to the UK defined 'Red List' Countries:

[Red list of countries and territories - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

Travel ban for inbound passengers to Ireland:

<https://www.dfa.ie/travel/travel-advice/coronavirus/>

Travel ban for inbound passengers to France:

[Certificate of international travel / L'actu du Ministère / Actualités - Ministère de l'Intérieur \(interieur.gouv.fr\)](https://www.interieur.gouv.fr)

Travel ban for inbound passengers to Malta:

<https://foreignandeu.gov.mt/en/Pages/Travel-Advice.aspx>

Travel bans imposed by overseas countries for travel to the UK as officially stated by that countries Government.

On receipt of clear evidence, or official notification, BSC will refund any Booking fees which have been paid by you, less the Deposit and any other charges we may incur as a result of your cancellation.

## 9. Termination

Without affecting any other right or remedy available to it, BSC may terminate the Booking and these Terms with immediate effect and/or refuse your attendance on a Programme by giving written notice to you if you:

- commit a material breach of any term of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 28 days after being notified in writing to do so;
- you do not make any payment to us under clause 5 when it is due; or
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Programme, for example, your valid visa or proof of insurance.

## 10. Accommodation

a. All BSC player accommodation for a Programme shall offer separate male and female rooms. BSC reserves the right to change the room type booked when necessary. Any upgrade in room type will be offered on a complimentary basis. Should BSC change your accommodation to a lower accommodation category, BSC will offer you a refund to the value of the original price difference between the two room categories.

b. You should endeavour to arrive at the residence provided by BSC for your Programme on a Sunday by 16:00, ready to start the Programme on Sunday evening. There will be no compensation due for late arrivals and/or missed activities and excursions, missed as a result of not arriving on a scheduled arrival date, in accordance with clause 0.

## 11. Arrival and departure dates

You should arrive between the hours of 09:00 and 16:00 on the arrival day stated in your Booking. You should depart either prior to 16:00 on the final Friday of the Programme, or outside the hours of 10:00 and 19:00 if departing at the weekend. If you are not able to arrive or depart within the stated times, please contact BSC to reschedule your Booking.

## 12. Level of English

If you do not have the minimum level of English required to follow a specific course, BSC reserves the right to move you to an appropriate course for your level. Minimum course levels are specified before enrolment.

## 13. Visas

- BSC cannot be held responsible for decisions taken by embassies or immigration officials regarding entry visas or visa extensions.
- Visa advice can only be given by the appropriate Embassy, Consulate or High Commission. You should contact your local Embassy, Consulate or High Commission to ensure that you are allowed to enter your chosen location.
- You must maintain a valid visa status and your Programme will be terminated without a valid visa in accordance with clause 9.
- It is your responsibility to ensure that you are applying for the most current visa regulations/processes.
- BSC cannot be held responsible for any visa regulation changes which occur after the Booking has been confirmed in compliance with the then existing regulations.
- A visa document courier fee or postal fee will be charged each time documents have to be sent by courier or post.
- If a visa application is rejected and BSC receives written evidence at least 7 days prior to the start date of the relevant Programme, BSC will refund the fees received in full, less any bank charges, the Deposit and any non-refundable fees (registration fee, courier fees and bank charges).
  - Should BSC receive positive visa application results fewer than 14 working days prior to arrival, BSC reserves the right to offer alternative accommodation, which may incur additional charges for you.
- If the arrival day is postponed due to a delayed visa application BSC reserves the right to offer alternative accommodation, which may incur additional charges for you.
- In the event that BSC have incurred any charges in reserving the accommodation for you, BSC reserves the right to pass these charges on to you.

#### **14. Attendance and Absences**

a. Full attendance is required and any absence from a Programme shall not be compensated. b. BSC adheres fully to UK Government guidance and will implement all required advice to maintain the safety and security of staff and players at BSC premises. No refunds of any fees are applicable to you if restrictions imposed by the Government guidance impacts your attendance to the Programme.

#### **15. Transfers**

- Where a coach or private taxi transfer has been booked through BSC, flight details, including arrival time, flight numbers, airline and point of origin, should be sent to BSC no later than 7 days prior to arrival in order for BSC to provide suitable airport transfers. Please see the 'Pricelist Fees & Dates' for the transfer prices.
- If your airline requires an 'unaccompanied minor' service on arrival, or departure (or both), please check the 'Fees & Dates sheet' and allow 1 – 2 weeks before arrival to receive the driver details.
- No refunds will be granted on transfers if arrival details are not sent to BSC at least 7 days prior to arrival.
- Airport transfer fees include a maximum of 1 hour waiting time. Further delays may result in additional charges for you.
- Transfer cancellations made within 24 hours of arrival will be charged to you in full.

#### **16. Conduct and behaviour**

- BSC has a zero-tolerance policy for discrimination, bullying and harassment. You acknowledge the need for proper conduct all players on a Programme.
- BSC reserves the right to suspend or dismiss you from a Programme for unacceptable, disruptive, unsatisfactory or unlawful behaviour, or lack of attendance. In this scenario, BSC's decision is final, no refund will be given, and any unpaid fees become immediately payable. Repatriation is at your own expense.

#### **17. Photography & filming**

You agree that photographs, videos, artwork or other works, as well as recorded or written testimonials; may be used, stored or transferred internationally by BSC, or by a third-party agent, for promotional purposes including printed and online marketing materials and on any social media network without further consent or notification, in accordance with clause 29. Please advise BSC if you do not wish to appear in any promotional material, by emailing us at [younglearners@bsc-education.com](mailto:younglearners@bsc-education.com) before your arrival for the Programme. Please also remind a member of BSC on the arrival day.

#### **18. Health and safety**

BSC operates a rigorous health & safety policy. Copies are available on request. Staff undergo a period of training and orientation prior to your arrival on the Programme. All the relevant player:teacher

ratios are adhered to as set out by the Children's Act 1989 and relevant governing bodies, such as English UK, 47 Brunswick Court, Tanner Street, London, SE1 3LH (<https://www.englishuk.com/contact-us>).

## 19. Medical

- a. In accepting these Terms, you acknowledge that the nature of sport and of the Programme could pose a risk of injury. You also acknowledge that your physical and mental health is adequate to safely complete the Programme and you have no underlying health conditions which would prevent this. BSC do not carry out any physical or mental checks on players before the Programme and so any attendance on the Programme is done at your own risk. Please see your insurance obligations in clause 22.
- b. BSC reserves the right to terminate your enrolment on a Programme if your participation represents a risk to you, other players or BSC staff members health and safety, or if, notwithstanding reasonable accommodations, in the opinion of BSC, your physical or mental condition makes you unable to successfully complete a Programme.
- c. The centre where the Programme will run will have a fully-qualified first aider and safeguarding officer on site. In addition, the centre has completed a risk assessment and protocols to ensure the safety and welfare of all players. Dedicated doctor and dental surgeries, as well as excellent links with local accident & emergency facilities, are also available.
- d. You must disclose any mental or physical illness, allergy, disability or condition that may:
- impact your ability to successfully complete the Programme;
  - impact the wellbeing of any other player or staff member;
  - require monitoring, treatment or emergency intervention during your period of enrolment;
  - or
  - require special accommodation.
- e. BSC will not discriminate on the basis of any above-mentioned conditions and will provide reasonable accommodation to meet all your needs.

## 20. Food

BSC endeavour to provide players with tasty, nutritious meals with a choice of hot or cold food. All dietary requirements are also catered for at the Programme centre, please advise BSC of any requirements at the time of booking, which may incur additional charges for you.

## 21. Damage to buildings or property

You acknowledge that you must pay the full cost of any damage wilfully caused by you to any grounds, accommodation or property.

## 22. Insurance

- a. Insurance is available through BSC. Please speak with your BSC contact for further information. It is your responsibility to source travel, accident & health insurance cover for your trip, to include any activities on the Programme.



b. As outlined in clause 19, we accept players on the Programme on the assumption that they are of good health. It is mandatory for you to have insurance to cover such events as course cancellation or curtailment, loss of personal effects, loss of passport or tickets, medical expenses and repatriation, personal liability and personal accident. If you do not have an adequate insurance policy and an incident occurs, you will be responsible for all costs incurred.

c. Evidence of insurance is required on arrival for a Programme. BSC reserve their right to prevent you from attending any or all of the Programme in the event that you fail to produce evidence of insurance, in accordance with clause 9.

d. In accordance with clause 23, BSC do not accept responsibility for personal injury unless it is due to the negligence of BSC or its employees.

### **23. Liability**

a. Subject to clause 23c, BSC's total liability to you under or arising from these Terms' shall not exceed 125% of the total Booking fees payable by you for the relevant Programme for any one event or series of connected events.

b. BSC and its employees and representatives will not be liable to you for any indirect or consequential loss.

c. 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 or agents for fraud or fraudulent misrepresentation.

### **24. Complaints**

If you have any complaints, you should immediately notify a member of BSC's staff. In the unlikely event this is not resolved to your satisfaction; you can either email BSC at: [info@bscyounglearners.com](mailto:info@bscyounglearners.com) or write in English to BSC's head office: BSC Young Learners Ltd, Lees House 21-23 Dyke Road, Brighton, England, BN1 3FE United Kingdom.

BSC will investigate your complaint and will provide an appropriate response. In order to be given a reasonable chance of addressing your complaint, please ensure it is received within one month of the end of your Programme. If the complaint is not resolved to your satisfaction, you may contact English UK, 47 Brunswick Court, Tanner Street, London, SE1 3LH (<https://www.englishuk.com/contact-us>).

### **25. Force Majeure**

We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 months, you may terminate this agreement by giving us 28 days' written notice and shall be entitled to a refund of any amount paid for services which have not been received.

## **26. Assignment and subcontracting**

- a. We may transfer our rights and obligations under these Terms to another organisation. You may not transfer your rights or your obligations under these Terms.
- b. BSC reserve the right to subcontract various elements of our services under these Terms to reputable companies selected by BSC.

## **27. Entire Agreement**

These Terms and any Booking terms shall constitute the entire agreement between you and BSC and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to their subject matter.

## **28. Email Contact**

By agreeing to these Terms and the Booking conditions, you consent to BSC and any of our partner companies using your email address(es) gained at the time of Booking, and during the Programme, where lawfully allowed, to make contact with you in relation to Programme related services.

## **29 Data Protection and Privacy Policy.**

- a. BSC shall comply with all applicable requirements of the Applicable Data Protection Laws.
- b. BSC's privacy policy, found at <https://www.bsceducation.com/policies/privacy-policy>, sets out what personal information we collect, how we collect it, and what we do with it.

## **30. Nobody else has any rights under these Terms**

These Terms are between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clauses 4c and 26. Neither you nor us will need to get the agreement of any other person in order to end or make any changes to these Terms.

## **31. If a court finds part of these Terms illegal, the rest will continue in force**

Each of the clauses 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.

## **32. Even if we delay in enforcing these Terms, 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 these Terms, 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 our services, we can still require you to make the payment at a later date.

## **33. Which laws apply to these Terms and where you may bring legal proceedings**

These Terms are governed by English law and BSC and you can only bring legal proceedings in respect of our services in the English courts.