

BRS ADC / Elites and Camps - Terms and Conditions – Version 1.0

1. Introduction

- 1.1. BRS is committed to creating and maintaining the safest possible environment for children and young people to enjoy Youth Football, and this contract sets out the terms of engagement for all players who attend our Advanced Development Centres (ADC) including where relevant our Elite offerings, Camps, and other activities bookable via our website or closed WhatsApp groups.
- 1.2. Please read these terms and conditions before you book, pay and attend any of our ADCs, Elites, or Camps, by doing so you agree to be bound by these terms.

2. Parties

- 2.1. This Agreement is entered into between BRS Coaching Youth Football Club and/or BRS Coaching Academy as the context requires (hereafter referred to as BRS), and the parent or carer as detailed in the relevant booking form submission online, (hereafter referred to as the Booker).
- 2.2. Collectively they are referred to as Parties in this Agreement.
- 2.3. And the Parties now agree as follows:

3. BRS Policies and Processes applicable to your booking

- 3.1. The Policies and processes highlighted on our BRS Website all form part of these terms and conditions and set out the way in which the Booker and the Player and BRS shall engage when on the booked activity. They can be viewed on the following link: BRS Policies - [BRS Coaching Academy](#)

4. Booking a place at BRS ADC / Elites or Camps and pricing

- 4.1. After you apply to book a place on a one of our booking forms you will automatically receive an e-mail booking confirmation which is acknowledgement that we have received your booking (please check for this in your junk mailbox). This does not mean you're guaranteed a place. Your booking is not secure until an online payment is paid.
- 4.2. A contract between us is formed as soon as the booking is paid. In a case where your place recurs (e.g. ADC monthly bookings) the contract is extended each time a relevant invoice is paid until terminated as per these terms.
- 4.3. All applications are subject to acceptance by us. Our website sets out further details on any specific requirements we might have for each session and acceptance / inclusion is subject to compliance with those specific requirements.
- 4.4. If you do not receive a booking confirmation 24 hours after you've made the booking, please contact Elliott@brscoachingacademy.co.uk and info@brscoachingacademy.co.uk to confirm whether your application has been accepted.
- 4.5. By applying to book a place on an ADC / Elites or Camp, you confirm that: (a) you are legally capable of entering binding contracts; (b) you are at least 18 years old; (c) your application is in a private capacity for an individual/or sibling participant/s with whom you have a personal relationship and you are not applying for places on courses which you intend to resell in the course of a trade or business.
- 4.6. The price of each BRS event and any additional fees we charge shall be as stated on our website (and as per your booking form and invoice), unless there is an obvious error made on any of these. These prices and additional fees may change at any time, but any change will not affect any application for which you have already received a booking confirmation e-mail. You are responsible for arranging and paying for the participant's return travel to the BRS venue.
- 4.7. BRS is not currently VAT registered and therefore does not charge VAT on our events.
- 4.8. All registrations must be with a view to providing full payment of the appropriate event fee before the Player attends.



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5. Cancellation and refunds

- 5.1. To cancel an accepted booking, you must inform us in writing by email on Elliott@brscoachingacademy.co.uk and info@brscoachingacademy.co.uk up to 7 days in advance of your booked BRS event date for Camps, or in the case of ADC and Elite bookings (which recur monthly) serve notice at any time in writing (as above) prior to the end of the current month in which the notice is served.
- 5.2. For cancellation of a BRS Camp, we offer a refund in full if cancelled before the deadline above, and no refund thereafter. For cancellation of a Players place at an ADC or Elite course the Booker must serve notice to the end of the month in which the cancellation notice is served. The Players place will be cancelled at the end of that month and no further payments will be due.
- 5.3. All BRS events are subject to change according to weather, venue availability, a satisfactory number of participants, and other factors beyond our control. As such, we may cancel or change any BRS event, should this be necessary for these reasons. If we do have to cancel an event we will offer an alternative course (if available and suitable) with a credit for the Booker, or a full refund.
- 5.4. The Booker is responsible for arranging and paying for suitable insurance to cover any injury or illness to the Player as, unfortunately, we cannot provide a refund under these circumstances.
- 5.5. For the avoidance of doubt, no refund is permitted for player's failure to attend the BRS event / Camp / Session.
- 5.6. In all cases where we make any refund we will process the refund as soon as possible and always within 30 days of notice of cancellation. We will issue a refund using the same method you used to pay.
- 5.7. We may require additional information depending on the medical information supplied to us by the Booker when you apply for a place on a course before we can accept your booking – as per the completed booking form. The booker is obliged to support BRS with any follow up questions on how best we can accommodate the Player safely.
- 5.8. In the event that the Player needs medical attention during any BRS event you agree to us arranging for any appropriate and necessary treatment (by qualified BRS Staff members) and the contact of emergency services if required.

6. Liability & Public Liability

- 6.1. You are responsible for arranging and paying for travel to and from the venue and personal possessions insurance for the duration of the selected course.
- 6.2. Neither the Booker nor BRS shall be liable to the other for any loss or damage the other suffers as a result of a breach of these terms and conditions, unless that loss or damage was reasonably foreseeable at the time of agreement of these terms and conditions, and such loss is not; indirect, special, consequential, or punitive in nature.
- 6.3. Nothing in this agreement excludes or limits in any way either party's liability for: (a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit liability.
- 6.4. The cost of any damage caused by the Booker or any Player you have booked on a course to any property or facilities will be passed on to the Booker and the Booker will be liable to pay it.
- 6.5. BRS holds Public Liability insurance. Please ask for details of this and they can be provided where required.

7. Mini Competitions and Awards

- 7.1. During our courses we may run competitions. These competitions that we may run within any of our courses are operated at our entire discretion and in all matters (including disputes), the decision of our judge(s) shall be final and no correspondence or discussion shall be entered into.
- 7.2. Any prizes offered are non-transferable and there is no cash alternative. We reserve the right to substitute prizes of equal or greater value at any time.



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8. Removal of participants from BRS events or courses

- 8.1. Players on BRS courses or events must comply with the BRS policies (see above) and rules as directed by the BRS staff, all rules and regulations that apply at any location where BRS activities are provided, and all instructions of course leaders and other staff at any location where BRS activities are provided.
- 8.2. We treat as a priority the safety and wellbeing of all players attending our courses. We therefore reserve the right to remove from our activities, without refund, any Player who contravenes condition 8.1 of these terms and conditions, is found bullying, behaving in a way that may be a danger to others, or who is generally disruptive.
- 8.3. If a Player is removed from a course it is your responsibility to organise their travel arrangements home.

9. Local Scouting and Sponsorship Links

- 9.1. BRS is an accredited linked club with Category 1 Academy Southampton Football Club. We also have our own BRS teams in the Junior Premier League, and some of our BRS staff are qualified football talent scouts. Therefore it is possible that some of our scouts may visit our courses from time to time to oversee the general running of the camp or to assess players ability. Any approaches will be made via the Booker in writing and subject to FA Approach Rules.
- 9.2. As part of the funding that allows us to provide new and improved equipment for Players, companies (selected by us) occasionally may pay for advertising/sponsorship. With this we (never a third party) may promote them in our advertising, and communications for companies who support and fund our work with Youth in the Community.

10. Image and other rights

- 10.1. You agree to grant to BRS a worldwide right indefinitely, without the need for approval or compensation, to use the participant's name, photograph, video or film portrayal, image, likeness, interview, voice or sound of any participant in any media whatsoever for the purpose of advertising, promotional or other commercial purposes. Unless you have indicated on your Booking form that you do not agree to media. In which case we will make every effort to exclude sensibly and compassionately the Bookers Player from any such material.

11. Filming and recording

- 11.1. We do not allow any external party to use video or other filming or recording equipment on courses and accordingly neither the Booker nor the Player may record or attempt to record (whether permanently or transiently) or transmit moving images or voices of anyone at the BRS activity. You may take still photographs at times indicated by us within the program schedule, provided that they are only used for private purposes.

12. Parental consent

- 12.1. If you are not the Player's parent or guardian, you confirm that you have made parent or guardian fully aware of this booking and of these terms and conditions (and that they have agreed to them).

13. Written communications

- 13.1. Certain laws require that some information we give you should be in writing. You accept that most communication with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on our website, or relevant WhatsApp groups as communicated on your booking confirmation. You agree to this electronic means of communication and acknowledge that contracts, notices, information and other communications we provide electronically comply with legal requirements that such communications be in writing.

14. Notices

- 14.1. All notices you give us must be sent to BRS on Elliott@brscoachingacademy.co.uk and info@brscoachingacademy.co.uk. We may give notice to you at either the e-mail you provide to us when applying for a place. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.



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15. Transfer of rights and obligations

- 15.1. The contract between you and us is binding and on the respective successors and assignees of you and us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during its term, provided that the person to whom we transfer, assign, charge, sub-contract or otherwise dispose of this contract or any of our rights or obligations arising under it agrees to comply with all of its terms for your benefit.

16. Waiver

- 16.1. If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not be a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any breach by you will not constitute a waiver of any subsequent breach. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

17. Severability

- 17.1. If any court or competent authority decides that any of these provisions are invalid, unlawful or unenforceable to any extent, the term will, to that extent, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

18. Entire agreement

- 18.1. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of this contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

19. Governing law and jurisdiction

- 19.1. These terms and conditions and your booking shall be governed by and interpreted in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.

20. General Data Protection Regulation

- 20.1. We're committed to protecting your privacy so you can feel confident about the information you provide. To reflect the new standards established by the General Data Protection Regulation (GDPR), we've updated our privacy policy to now include: - Rights under GDPR. The upcoming General Data Protection Regulation expands your existing set of rights regarding your personal data. These include the ability to withdraw your consent, the right to correction, and the right to be forgotten. - The data you provide is used; fairly and lawfully; specifically stated purposes; in a way that is adequate relevant and not excessive; for no longer than is absolutely necessary; accurately according to people's data protection rights; safe and securely. Your data is NOT transferred to third parties nor is it transferred outside the European Economic Area without adequate protection.
- 20.2. From time to time we may send out carefully selected advertisements from companies who support and fund our work with Youth in the Community. By booking or signing up for BRS events you agree to supporting this by accepting promotions and offers being sent to you. Please note that these will be sent by us and not by any third party.

