

COURSE BOOKING TERMS AND CONDITIONS

1. BASIS OF AGREEMENT

These terms apply to any coaching offered by Fortitude Hockey UK ("Fortitude"). Such courses may include:

- a. Courses offered via our website;
- b. Personal, one on one training whether booked via our website or directly such as via email; and
- c. Other training such as one-off training for clubs where a framework agreement is not in place. **(Courses)**

1.2 Any Order which you seek to place with Fortitude through Fortitude's website or otherwise constitutes an offer by you to purchase a place on the relevant Course subject to these terms and conditions to the exclusion of all other terms and conditions.

1.3 Your Order shall only be deemed to be accepted by Fortitude when Fortitude notifies you in writing, usually by email, that your application is approved on which date **(the Commencement Date)** a contract between you and Fortitude shall come into existence on the basis of these terms and conditions and any additional terms set out in Fortitude's notification of approval **(the Contract)**.

1.4 The Contract constitutes the entire agreement between you and Fortitude. You shall not be entitled to rely on any statement, promise or representation made or given by or on behalf of Fortitude which is not set out in the Contract.

1.5 Any example coaching or training sessions or presentations, descriptive matter or advertising issued by Fortitude and any illustrations or descriptions of the Courses contained in our website or social media sites are issued or published for the sole purpose of giving an approximate idea of the Courses described in them. They shall not form part of the Contract or have any contractual force except where expressly provided in these Terms and Conditions.

2. SUPPLY OF SERVICES

2.1 Subject to receipt of the Charges by Fortitude in full we shall supply the Course to you in accordance with our agreement with you as described as advertised on our website or in a work order agreed at time of booking.

2.2 We shall have the right to make any changes to the Course which are necessary to comply with any applicable law or safety requirement which do not materially affect the nature or quality of the Course, or which we consider desirable or appropriate in connection with the Course.

3. CHARGES AND PAYMENT

3.1 The charges for the Course (the Charges) shall be as described on our website or as advised directly.

3.2 Payment in full of the Charges shall be received by Fortitude in cleared funds no later than 5 days before date of commencement of the course.

3.3 Should the Charges not have been paid in accordance with the Contract you will not be permitted to attend the Course.

3.5 Subject to clause 4, Charges are non-refundable.

4. ATTENDEE CANCELLATION

4.1 You may cancel the Agreement by notice in writing at any time up to 5 days before the training. Cancellation must be notified to the email address uk-info@fortitudehockey.com. It is your responsibility to ensure and confirm that any notice of cancellation has been received by Fortitude and that you have received an acknowledgement of receipt from Fortitude. In the event of your cancelling the Agreement Fortitude refunds will be as follows;

- a) More than 14 days prior to course date: full refund
- b) More than 5 days but less than 14 days prior to course date: 50% refund
- c) Less than 5 days prior to course date: no refund

4.3 In the event of your being unable to attend a course on the dates you originally booked Fortitude will use reasonable endeavours to accommodate requests for transfers to alternative dates or alternative courses but shall be under no obligation to grant such requests. If it is not possible to arrange for you to attend an alternative course any deposit or Charges paid will be retained by Fortitude. Any credits given must be used within a six month time period of the original course date.

4.4 Substitute delegates cannot be used.

5. CANCELLATION BY FORTITUDE

5.1 If the performance of any of our obligations under the Contract is prevented or delayed due to bad weather, sickness or ill health or the sickness or ill health of any of our employees, agents or subcontractors we shall inform you as soon as is reasonably practicable and as such, bad weather sickness or ill health shall constitute a Force Majeure Event for the

purposes of clause 9.1. and refunds will not be given although Fortitude will use best endeavour to accommodate requests for transfers to alternative dates or alternative courses but shall be under no obligation to grant such requests.

Notifications of cancellation will be as follows:

1. Text where we have a delegate mobile number
2. Fortitude social media sites
3. Email

6. DISCOUNTS

From time to time we may give individuals discretionary discounts on future courses. Should such a discretionary discount be held, it can only be redeemed against the booking of a full price course. Only one discretionary discount can be redeemed per person per full-price course booked. A discretionary discount only applies to the individual to whom it has been awarded and it cannot be used against a multiple-person booking.

7. RESPONSIBILITIES OF ATTENDEES

- 7.1 It is your full responsibility to inform your coach and Fortitude of any difficulties you perceive or experience as well as any changes to your physical and medical condition.
- 7.2 You consent to being aware of your own health and physical condition and having knowledge that your or your child / children's participation in goalkeeper training can be dangerous and you are voluntarily participating in this coaching. Having such knowledge, you thereby release Fortitude its representatives, agents, employees and successors from liability for accidental injury, illness or death which you may incur as a result of participating in the said programme. You hereby assume all risks connected therewith and consent to participate in said programme.
- 7.3 You are responsible for providing and being responsible for your own Goalkeeping Equipment accordance with England Hockey training goalkeeping equipment standards including but not limited to goalkeeping helmet, throat guard, groin / pelvic guards, padded shorts, legguards, kickers, chest guards, padded gloves and hockey stick. Fortitude will not accept liability for any damage or loss to a Client's personal property brought into the premises where the coaching is being delivered.
- 7.4 All Clients must conduct themselves in a respectful manner whilst attending Fortitude coaching. Any Client who acts in an intimidating, abusive, violent or disrespectful manner may be ejected from the course, with no recourse for refund.
- 7.5 In the event of any misbehaviour during a Course, Fortitude Hockey reserves the right to preclude anyone from that Course, and to refuse applications for future Courses. In such circumstances, a refund will not be made. If injury results due to misbehaviour or failure to following instructions, Fortitude Hockey will not be liable for any public liability, personal injury or death.
- 7.6 In relation to children:
 - 7.6.1 **Child Protection**

All Fortitude Hockey Coaching staff hold current DBS certification. In the event that a child makes a disclosure or a member of staff believes that the child is suffering from abuse we will act in accordance with our child protection policy, a copy is available on request.
 - 7.6.2 **Film/Photography**

Fortitude may from time to time take photographs/film of coaching camps and training, the use of this data is for the purpose of promoting and publicising the coaching events through Fortitude literature, social media, press and TV and to provide coaching materials for online and coaches training. Parents/guardians that do not wish for their child to be photographed/filmed must make Fortitude aware of this at the time of booking or in writing before the activity starts.
 - 7.6.3 Fortitude reserves the right to refuse permission to participate for any child not wearing appropriate protection. It is the parent/guardian's responsibility to ensure appropriate clothing is worn and/or available for their child for the activity provided and weather conditions.
 - 7.6.4 It is the responsibility of Parents/Guardians to inform the Fortitude in writing prior to the course and to the coach on the day of any known injury/illness/allergy a child may have prior to commencement of coaching. On receipt of this information the coach may decide that the training cannot go ahead if the coach believes that training may have a detrimental effect on the health of the child. Refunds under these circumstances will not be given.
 - 7.6.5 In the event of any injury or illness, all reasonable steps will be taken to contact the Parent/Guardian and to deal appropriately with that injury/illness. In the unlikely event of injury, you give permission to our staff to administer first aid and if necessary transfer the child by car to hospital where the coach will act as guardian until you arrive.
 - 7.6.6 Responsibility for children attending courses starts at the publicised start time of the course and ends at the end time of the course. Children are their parents/guardians responsibility before and after these times.

8. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

8.1 All Intellectual Property Rights (defined below) in or arising out of or in connection with the Contract and in any related coaching materials shall be owned by Fortitude and nothing in the Contract shall grant you any Intellectual Property Rights.

8.2 For the purposes of this clause 8, Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

8.3 This clause 8 shall survive termination of the Contract.

9. **LIMITATION OF LIABILITY**

9.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) Fortitude only accepts liability for personal injury or death of any participant attending a Fortitude Coaching activity directly caused by its negligence or negligence of its staff.

9.2 Subject to clause 9.1:

- (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid under the Contract.

9.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. **NON-SOLICITATION**

The Client shall not (except with the prior written consent of Fortitude Hockey UK) for a period of one (1) year thereafter the course solicit the services of any staff or sub-contractors of Fortitude Hockey UK who have been engaged in the performance or management of Fortitude Hockey UK's obligations under a Contract or any significant part thereof either as employee, agent, independent contractor or any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at any such staff of Fortitude Hockey UK.

11. **GENERAL**

11.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to inclement weather, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

11.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

11.3 No failure or delay by Fortitude in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

11.4 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.5 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

11.6 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Complaints

In the unlikely event that you or your child are dissatisfied with the service we provide then please in the first instance raise it with the activities senior coach at the coaching. He/she will deal with the problem in accordance with our policies and procedures. If the problem is not resolved to your satisfaction then please write to our customer services team uk-info@fortitudehockey.com within 24 hours days of the child's attendance on the course.

We take your views and complaints very seriously and will endeavour to resolve your complaint as quickly as possible. Refunds will only be issued if Fortitude is proven to be in breach of our terms & conditions.