

Terms and conditions applicable to your SportBU Kids Camps booking with Bournemouth University Higher Education Corporation's SportBU. SportBU is referred to using "we", "us" and "our" below.

### **1. Parent/Guardian Authority**

An online [SportBU Kids Camp booking form](#) is required to be completed and authorised by the parent or guardian of each child wishing to attend.

### **2. Changes to Personal Information**

You agree to keep us updated with any changes to the personal information you provide us (including medical information).

### **3. Antisocial Behaviour**

**3.1.** We do not condone any form of antisocial, disruptive or dangerous behaviour including, but not limited to, bullying, swearing and physical violence to any other child, our staff and/or student volunteer.

**3.2.** If any child is considered to have behaved in an unacceptable way, we reserve the right to refuse their further participation in activities that day and for the rest of the week.

**3.3.** In the event of unacceptable behaviour, the named emergency contact will be informed and expected to collect the child immediately.

**3.4.** In this circumstance, and noting that Bournemouth University commits costs in advance in relation to the SportBU Kids Camps, there will be no refund of the entire booking fee in relation to that child.

### **4. Changes**

It may be necessary for reasons beyond our control to change the content, timing, delivering staff/students, date or the venue of the SportBU Kids Camp. We will endeavour to make any changes with as much notice as possible.

### **5. Cancellations/Refunds**

**5.1.** All cancellations must be received in writing.

**5.2.** If you cancel less than 28 days before the SportBU Kids Camp starts, no refund will be given and if you have not already paid, the full SportBU Kids Camp fee will remain payable.

**5.3.** Where 5.2 applies, your cancellation is due to a medical or other mitigating circumstance and if you have already paid the SportBU Kids Camp fee, this may be refunded at our absolute discretion.

**5.4.** In the unlikely event of our cancellation, we will make a full refund of the SportBU Kids Camp fee but disclaim any further liability. We shall not be liable to make a refund, nor have any other liability, where an event is cancelled or cannot take place due to circumstances beyond our reasonable control.

**5.5.** For Kids Camp bookings for participants younger than the age of 8 years old the minimum required number of attendants must be 5. In the unfortunate event that these parameters are not met a full refund will be made and that day of activities will be cancelled for participant's ages 5-7yrs old.

## **6. Service Standards and other Limits on our Liability**

**6.1.** We will use reasonable skill and care in the provision of our SportBU Kids Camps. We do not provide any warranty, guarantee or assurance; either express or implied, that the SportBU Kids Camp will achieve any result or outcome.

**6.2.** Nothing in the contract will be taken to limit or exclude our liability for:

**6.2.1.** Death or personal injury caused by our negligence or the negligence of our employees acting in the course of their employment; and/or

**6.2.2.** Any other liability which by law we cannot exclude.

**6.3.** Without prejudice to clauses 5.4 and 6.2, we will not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by us, our servants or our agents in a sum which is greater than the fees actually received by us under the booking.

## **7. Entire Agreement**

These terms and conditions and those set out in our SportBU Kids Camp booking form are the full extent of our obligations and liabilities in respect of the supply of the SportBU Kids Camp services to you. All conditions, warranties or other terms concerning the SportBU Kids Camp which might otherwise be implied into this contract are hereby expressly excluded to the fullest extent permitted by law.

## **8. Third Party Rights**

For the avoidance of doubt, nothing in the contract shall confer on any third party any benefit or the right to enforce any provisions of this contract.

## **9. Your Personal Information**

Any personal information which you provide to us by filling in the Sports Camp booking form, including that relating to children, will be processed in accordance with the Data Protection Act 2018. We will use this information for the organisation and management of the SportBU Kids Camp event and in accordance with Bournemouth University's Data Protection Policy and SportBU Privacy Notice which are accessible here:

**Bournemouth University's Data Protection Policy:**

<https://www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy>

**SportBU's Privacy Notice:**

<https://www.bournemouth.ac.uk/why-bu/sportbu/about-sportbu/terms-conditions-privacy-statements>