

## **Booking Terms and Conditions**

This document (together with the documents referred to on it) tells you the terms and conditions on which we book any of the courses (**Courses**) listed on our website [www.leewestwoodgolfacademy.co.uk](http://www.leewestwoodgolfacademy.co.uk) (**our site**) or contained within our current brochure (**Brochure**) with you. Please read these terms and conditions carefully before booking any Courses through our site or (if possible) by telephone. You should understand that by booking any of our Courses, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you booking online to accept them.

We will email you a copy of these terms and conditions to confirm a telephone booking and if you do not agree with them please cancel your booking in accordance with clause 11.1.

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any Courses with us.

### **1. Information about us**

- 1.1 Lee Westwood Golf Academy Limited are registered in England and Wales under company number 06858385 and with our registered office at Cherry Tree Farm House, Cherry Tree Lane, Rostherne, Cheshire, WA14 3RZ.
- 1.2 We operate the website [www.leewestwoodgolfacademy.co.uk](http://www.leewestwoodgolfacademy.co.uk) on which we accept booking online for Courses. We also accept Course bookings by telephone on 0115 973 1676.

### **2. Your status**

By placing an order through our site, or by telephone, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You are the parent or legal guardian of the child(ren) you are booking onto the Course(s);
- (d) The child(ren) you are booking onto the Course(s) will be (on the date of the Course(s)), between the ages of 4 and 15 years old and in full time education; and
- (e) You are resident in and are accessing our site from the United Kingdom.

**3. How the contract is formed between you and us**

- 3.1 After booking a Course online or by telephone, you will receive an e-mail from us confirming the booking (**Booking Confirmation**) which is when the contract between us (**Contract**) is formed.
- 3.2 The Contract will relate only to those Courses whose booking we have confirmed in the Booking Confirmation. We will not be obliged to supply any other Courses which may have been part of your booking until the confirmation of booking of such Courses has been confirmed in a separate Booking Confirmation.

**4. Quality of Courses**

- 4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Courses which:
- (a) conform in all material respects with their description (on the site or in the Brochure);
  - (b) are carried out with reasonable care and skill;
  - (c) are fit for any purpose we say the Courses are fit for;
  - (d) are free from material defects in design, material and workmanship; and
  - (e) comply with all applicable statutory and regulatory requirements for supplying the Courses in the United Kingdom.
- 4.2 This warranty is in addition to your legal rights in relation to services which are not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 These terms and conditions apply to any substitute Courses we arrange with you in the unlikely event that the original Courses do not conform with these terms and conditions.
- 4.4 You must provide us, in sufficient time, with any information and instructions relating to the Courses that is or are necessary to enable us to provide the Courses in accordance with these terms and conditions. This information includes completion of a Child Information Form (in respect of each child) which is sent to you with your Booking Confirmation, together with any other information about your child(ren) that you think is relevant for us to know in respect of the Courses(s).
- 4.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Contract by giving you written notice.

**5. Provision of Course(s)**

- 5.1 We will provide the Course(s) to your child(ren) on the date(s) set out in the Booking Confirmation.
- 5.2 We will make every effort to carry out the Course(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the Courses as soon as reasonably possible, and in the event we have to cancel a Course you will be offered a place on an alternative Course or a full refund.
- 5.3 We may have to suspend a Course if we have to deal with technical problems, or to make improvements to the Course. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 5.4 We reserve the right to modify a Course due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.

**6. Complaints**

- 6.1 In the unlikely event that the Course(s) do not conform with these terms and conditions, please let us know as soon as possible by telephone, email or by post to Office A, 221 Tamworth Road, Long Eaton, Nottingham, NG10 1DN. We will aim to deal with your complaint within 48 hours of its receipt in accordance with our complaints procedure which is available at <http://www.activatesport.co.uk/parents-information/>
- 6.2 We may then, at our option:
- (a) provide you with a full or partial refund, depending on what is reasonable; or
  - (b) offer you a place on an alternative Course.

- 6.3 These terms and conditions will apply to any substitute Course we book for you.

**7. Intellectual property rights**

- 7.1 The copyright, design right and all other intellectual property rights in the Brochure, the site and any other materials and other documents or items that we prepare or produce in connection with the Courses are either licensed to or belong to us absolutely.
- 7.2 You may not use the Brochure, site, materials, documents or other items detailed in clause 7.1 for any commercial purpose.

**8. Consumer rights**

- 8.1 If you are contracting as a consumer, you agree to waive your statutory right of cancellation of a Contract concluded at a distance at any time within seven working days, beginning on the day after the Course begins. This is because you agree to the

Course starting before the end of the usual cancellation period provided by law and therefore your cancellation rights end when the Course begins.

- 8.2 If you cancel a Contract you may receive a refund in accordance with our refunds policy (set out in clause 11 below).
- 8.3 To cancel a Contract, you must inform us in writing, by telephone or by email. If this cancellation is made after the Course begins you must stop your child(ren) from attending any remaining sessions of the Course.
- 8.4 This provision does not affect your statutory rights.

## **9. Price and payment**

- 9.1 The price of any Courses will be as quoted on our site and in our Brochure from time to time, except in cases of obvious error. These prices may include or exclude VAT, as specified within the Booking Confirmation.
- 9.2 Prices are liable to change at any time, but changes will not affect Courses in respect of which we have already sent you a Booking Confirmation.
- 9.3 Our site and Brochure contain a large number of Courses and it is always possible that, despite our best efforts, some of the Courses listed may be incorrectly priced. We will normally verify prices as part of our booking procedures so that, where a Courses' correct price is less than our stated price, we will charge the lower amount when booking the Course with you. If a Courses' correct price is higher than the price stated on our site or in our Brochure, we will normally, at our discretion, either contact you for instructions before booking the Course, or reject your booking and notify you of such rejection.
- 9.4 We are under no obligation to provide the Course to you at the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 9.5 Payment for Courses is due at the time of your booking.
- 9.6 Payment for all Courses must be by cheque (made payable to Lee Westwood Golf Academy Limited), by Childcare Vouchers, by credit or debit card. We accept payment with maestro, visa and mastercard. We will charge your credit or debit card when we take your booking either online or by telephone and you will be notified immediately that the payment has been processed successfully. Please note that there will be a 2% surcharge added to the price of the Course(s) if you make payment by credit card.

## **10. Our refunds policy**

10.1 When you cancel a Course booked with us:

- (a) if this is done any time after the Booking Confirmation is sent and before the date 20 days before the first day of the Course detailed in the Booking Confirmation, we will refund the price of the Course in full or
- (b) if this is done at any time between the date 20 days before the first day of the Course detailed in the Booking Confirmation, and before the Course begins, we will refund 50% of the price of the Course to you;

and in either event we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.

10.2 If you cancel a Course because you claim that the Course is not of an acceptable quality, we will make investigations and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the Course.

10.3 We will usually refund any money received from you using the same method originally used by you to pay for your booking.

## **11. Limitation of Liability**

11.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Course you booked and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your booking is accepted by us.

11.2 This clause does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

11.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) loss of income or revenue;
- (b) loss of profits or contracts;
- (c) loss of anticipated savings; or
- (d) loss of data;

provided that this clause 12.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or any other claims for direct financial loss that are not excluded by any of categories (a) to (d) inclusive of this clause 11.2.

## **12. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, and making bookings by telephone, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **13. Data protection**

We will only use the personal information you provide to us to provide the Courses and in accordance with the terms of our Privacy Policy which can be found at <http://www.activatesport.co.uk/parents-information/>

## **14. Notices**

All notices given by you to us must be given to Lee Westwood Golf Academy Limited at Office A, 221 Tamworth Road, Long Eaton, Nottingham, NG10 1DN or [info@activatesport.co.uk](mailto:info@activatesport.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when booking a Course, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our site, 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.

## **15. Transfer of rights and obligations**

- 15.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

**16. Events outside our control**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control (**Force Majeure Event**).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**17. Waiver**

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

- 17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15 above.

**18. Severability**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**19. Entire agreement**

- 19.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

- 19.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.

- 19.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.

- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.

**20. Our right to vary these terms and conditions**

- 20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

- 20.2 You will be subject to the policies and terms and conditions in force at the time that you book Courses with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).

**21. Law and jurisdiction**

Contracts for the booking of Courses through our site and by telephone and any dispute or claim arising out of or in connection with them or their subject matter or



formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.