



DAVE KITSON TRAINING ACADEMY TERMS & CONDITIONS

BACKGROUND:

The Dave Kitson Academy Ltd offer football coaching and training personal training, whether that be in one-to-one, small, or large group Sessions.

Definitions can be found in the attached Schedule 1.

1. These Terms and Conditions are the standard terms which apply:

- a) to the provision of any Session by Dave Kitson Academy Ltd t/a Dave Kitson Academy a company registered in England under number 15241063 whose registered office is at 3 Hinton Road, Uxbridge, England, UB8 2DL (referred to herein as “We” or “Us” or “Our”); and
- b) you the client (referred to herein as “You” or “Your”).

Unless the context otherwise requires, each reference in these Terms and Conditions to:

“these Terms and Conditions” is a reference to these Terms and Conditions; and
a clause is a reference to a clause of these Terms and Conditions;

The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

Words signifying the singular number shall include the plural and vice versa; and

References to any gender shall include the other gender.

2. Registration

- 2.1 In order to attend any Session, You first have to register your interest through the website or via email to hello@davekitsonacademy.co.uk. We will then contact you to arrange a no-obligation discussion about your enquiry.
- 2.2 Once we establish your requirements, we will book a date/time and Venue for your Session and provide you with the Fee details. Payment of the Fee secures your registration, and no places will be reserved or guaranteed until payment is made. Our decision on whether or not to accept Your Registration will be based on factors including but not limited to availability, suitability, and adherence to our code of conduct. We reserve the right to reject any registration at our absolute discretion.
- 2.3 Once payment has been received and cleared, you will be provided with confirmation of your Session details and a contract between the parties is formed based on these Terms and Conditions.
- 2.4 The details that You provide and confirm in Your Registration must be complete and correct, including Your confirmation that You are 18 or over, and that You agree to these Terms and Conditions, including but not limited to the fitness, health and safety matters and rules set out in Clauses 6 and 7 of these Terms and Conditions.

3. Booking and Cancellation of Sessions

- 3.1 You are required to be at least 18 years of age to schedule a Session and We may

require evidence of Your age for that purpose. If you are under 18 years of age, you may partake in a Session with permission of a parent/guardian or individual over 18. If You are under 16 years of age, You must be accompanied by a parent, guardian, or a person over 18 years of age to any/all Session(s).

- 3.2 A time/date slot for a Session is subject to availability. No priority is given, and a Session time/date slot will be offered on a first-come-first-served basis. We will not reserve or guarantee any time/date slot for any Session unless and until You book and pay for it.
- 3.3 You may book a Session in person, by email or by phone as a single Session or as part of any available package of Sessions.
- 3.4 I will only provide a Session to You if You have pre-booked, paid for it and have received confirmation of the same.
- 3.5 When You book any Session, We will require You to pay Us in advance for it, and We will be entitled to keep some or all of that payment as set out in clauses 3.10 or 3.11 below if You later cancel the Sessions without giving Us the prior notice that We require to be given as explained in the following provisions of this clause 3.
- 3.6 If You arrive late for any Session, We will not extend the length of it beyond its scheduled finishing time unless We specifically agree to do so at the time when You arrive. We may treat a Session that You have booked as cancelled by You without notice to Us if You arrive more than 15 minutes after the start of the Session or You tell Us at any time that You will be arriving more than 15 minutes after its start, or You do not attend it at all. If We treat the Session as cancelled in any such case, We may then (but We are not obliged to) give Your time/date slot for it to any "wait-list" or other client wishing to book that time and date slot. We may decide to make a charge to You for that cancelled Session, and clause 3.11 below will then apply.
- 3.7 You may cancel a Session without charge if You give Us at least 48 hours prior notice of the cancellation. Any refunds and/or credits for future/substitute Sessions will be entirely at Our discretion. Please note that any pitch hire fees are non-refundable if cancelled within 48 hours of the Session.
- 3.8 Cancellations made with less than 24 hours' notice will not be eligible for refunds or credits. We will deduct this charge from any sum You paid in advance for that Session or Sessions.
- 3.9 If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Session without giving Us at least 48 hours prior notice, We will consider the circumstances and at Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this clause 3.
- 3.10 We may cancel a Session booked by You at any time before the time and date of that Session in the following circumstances:
 - 3.10.1 We are not available for the Session or there are issues with the venue, We will endeavour to provide You with as much notice as possible. We recommend that You check if the Session is still going ahead 24 hours prior to confirm the start time/date and venue; or
 - 3.10.2 In the event of a situation as mentioned above in clause 3.10.1, We shall rebook the Session at no further cost to You.
 - 3.10.3 An event described in clause 8 below occurs and continues for more than 8 weeks.
- 3.11 If We cancel a Session in such circumstances We will refund/credit to You in full the payment that You have made to Us for that Session unless it was paid for as part of a package in which case We will refund You, but will rebook that cancelled Session (without further payment) for another date.
- 3.12 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by an overrun of a provision or by other circumstances. If a delay to the start is at least 15 minutes, or, if at any time before

or after You arrive for a Session, We will endeavour to notify You that there will be a delay of at least that time.

- 3.13 Sessions and Fees are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.14 We may immediately terminate a Session if Your conduct is in Our reasonable opinion unacceptable, or if it amounts to Your breach of these Terms and Conditions. You will not be entitled to any refund for a Session started but not completed in such a case. If at that time You have paid for any Sessions as a package but have not yet booked and/or attended one or more of such Sessions, We may cancel those Sessions not yet booked and/or attended by telling You at the time of that cancellation and in that case We will refund You for the number of Sessions in the package cancelled and the refund will be for the number of package Sessions not taken pro rata to the total Sessions in the package as a proportion of the Fee paid for the whole package.
- 3.15 You may for any reason cancel a booked Session during the 14-day period after We accept that booking, but if the booking includes any Session on a date which is before the end of that 14-day period, and if You have expressly requested that We provide any such Session in that 14 day period and We do so, You may not cancel that requested Session and You must pay for it. You must confirm your cancellation request in writing to hello@davekitsonacademy.co.uk. If You cancel as allowed by this clause 3.15, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Session(s) covered by that booking that We have provided.

4. Fees and Payment

- 4.1 You must pay in accordance with Our Fees for all Sessions that We provide.
- 4.2 You may pay Us for Sessions by bank transfer using the details provided on your invoice.
- 4.3 We may alter Our Fees without prior notice, but if the Fee of any Session increases between the time when You book it and the date of the Session, the Fee increase will not apply to You for the Session(s) already booked.
- 4.4 All Fees for Sessions are exclusive of VAT. In the event that the business becomes VAT-registered, VAT will be applied to invoices accordingly.
- 4.5 Any monies owed, whether in regard to Session Fees or other Fees or disbursements, will be subject to interest on overdue invoices. Unless otherwise agreed in writing We reserve the right to charge interest at a rate of 8.0% over the Bank of England base rate, as well as any statutory compensation, from the date the invoice became overdue until payment is made, and the account settled.
- 4.6 If We are required to obtain legal advice and/or issue proceedings to recover any Fees or disbursements, you agree that you will pay our advisory/legal costs as well as the cost of any successful proceedings even if the amount claimed is suitable for the small claims track.

5. Weather-Dependent Sessions

Sessions are weather-dependent, and We have the final decision on whether a Session should proceed based on weather conditions. We will make every effort to notify You as soon as possible if a Session needs to be cancelled due to weather. In the event of a weather-related cancellation by Us, payments will not be refunded but alternative dates can be arranged.

6. Fitness, Health and Safety

- 6.1 You acknowledge that Sessions may be physically strenuous and You agree that You voluntarily participate in such Sessions with full knowledge that even if We are not negligent there is a risk of personal injury or illness arising from Your participation in such Sessions.
- 6.2 You will at all times be responsible for Your own state of health, physical condition and well-being. You must ensure that you are fit and well enough to participate in any Session that You book. Certain Sessions or parts or aspects of such sessions and/or

of health/fitness programmes may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.

- 6.3 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or another adviser before attending a Session, and where necessary, You must obtain clearance from a relevant professional medical or another adviser before booking or attending any Session. We cannot and do not provide any such advice or clearance.
- 6.4 You agree that when You register and when You book and attend any Session, that will be Your confirmation that You have no health or fitness problems that may affect your participation in any Sessions and that You have obtained medical or other clearance where necessary.
- 6.5 When You request a booking for a Session, or at least 48 hours before You attend any Session, You tell Us at that time about any medical, health or fitness issue or special need, We will discuss it with You, and inform You if We decide not to accept Your booking because of that issue or special need. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue or need.
- 6.6 If You do not inform Us before a Session of any matter mentioned in clause 6.3 or 6.4, and We subsequently discover such information, We reserve the right not to provide some or all of that Session, or any other Sessions. In such cases, the affected Session (or part thereof) will be considered cancelled by You without notice. We may then charge You for the cancelled Session or part thereof, as described in clause 3.11. If the Session is part of a package, We also reserve the right to cancel any remaining Sessions in the package. In this event, We will refund You for each cancelled Session, an amount equal to the total package Fee divided by the total number of Sessions in the package.
- 6.7 You must not attend any Session when under the influence of alcohol or illegal drugs.
- 6.8 You should arrive at least 5 minutes prior to the time slot booked for Your Session to allow for a prompt start. If You know You are going to be late for a Session, You should contact Us to let Us know as soon as You can before the Session time slot start time.
- 6.9 You acknowledge and agree that a Training Session usually involves a certain amount of physical contact between Us and You to ensure proper technique or to provide support.

7. Rules

- 7.1 We do not permit You to:
 - 7.1.1 smoke anywhere at the Venues;
 - 7.1.2 bring to the Venue any child/ren under the age of 16 without Our agreement as We do not have anyone to supervise them;
 - 7.1.3 bring any animals into the Venue with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
 - 7.1.4 Only water in a plastic bottle is permitted at the Venue.
- 7.2 Generally, You will need to wear comfortable non-restrictive suitable clothing and correct boots for Sessions but if a Session requires any other or any specific type of clothing, footwear or other items You will be notified.

8. Events beyond Our reasonable control

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control. Such causes include but are not limited to: power failure, Internet Service Provider failure, industrial action, pandemic, epidemic, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond Our reasonable control.

- 8.2 If any event described under clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible. Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Sessions as necessary.
- 8.3 Should the obligations be suspended for a period of more than 8 weeks either party is able to cancel the contract and any monies paid for Sessions that have not been taken shall be refunded.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide/sell all Sessions to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 We make no warranty or representation that any particular result will be brought about as a result of taking part in any Session/s. Results will differ from client to client depending on various factors.
- 9.4 We are appropriately qualified and insured to conduct Sessions. However, We are not a medical or health professional and do not have the expertise to diagnose medical conditions or impairments, Our advice does not include any medical or similar advice and it is not a substitute for advice provided by an appropriate medical, health, fitness, or other professional therapist.
- 9.5 If You bring any personal belongings onto the Venue, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk. We will not be responsible for any loss or damage to Your personal belongings caused by any other client, guest, or visitor to the Venue. We, therefore, advise You not to bring any valuable belongings to the Venue(s).
- 9.6 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 9.7 We shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from You not following Our directions or advice.

10. Disclaimer

We shall not be responsible for any outcomes related to Your use of Our services, including football training sessions and any associated support or materials. You acknowledge that the effectiveness of coaching sessions, training plans, and any resources depends on individual commitment and effort.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our privacy policy available on Our website.

13. Complaints

We always welcome feedback from You and, whilst We always use all reasonable endeavours

to ensure that Your experience as Our client is positive, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaints about Our Sessions or any other complaint, please raise the matter with Us by emailing Us at hello@davekitsonacademy.co.uk for Us to investigate.

14. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

15. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. ADR

In the event of a dispute, We are willing to consider Mediation or Arbitration. The cost of the proceedings, disbursements, facilities, and fees are to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.

17. Law and Jurisdiction

17.1 These Terms and Conditions, the Contract, and the relationship between You and Us shall be governed by, and construed in accordance with the law of England and Wales.

17.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract or the relationship between You and Us shall be subject to the jurisdiction of the courts of England and Wales.

SCHEDULE 1 - Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us comprising one or more Sessions for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Fee(s)”	means Our Fee for the Session(s) We offer. The list of Sessions and their Fees is available upon request;
“Registration”	means the registration process when booking Sessions with the Dave Kitson Academy that We provide to You on or before the payment of Your booking;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means the football coaching sessions, training programs, workshops, and any other related activities provided by the Dave Kitson Academy for the purpose of skill development, fitness improvement, and overall football education and training.
“Session”	means any Session of football coaching that We provide for You on an individual basis, comprising any of the Services, and all facilities, services, equipment, and other goods and materials which We provide/use in connection with any such Session in accordance with any programme of training that We advise and agree with You from time to time;
“Venue”	means the Venue where We provide Sessions which may vary from time to time, but as set out in your booking confirmation.
“We/Us/Our”	means the Dave Kitson Academy whose name is set out above and whose place of business and contact address is set out above; and
“You/Your”	means an individual to whom We agree to provide any Session.