



Sportily Bookings

Terms and Conditions

1. Introduction

- 1.1 Bookings made through our website, bookings service providers' website and with us directly, and our and your rights and obligations in relation to such bookings, are governed by these terms and conditions.
- 1.2 Please see section 21 for our Holiday Activity and Food programme Cancellation Policy.
- 1.3 By making a booking with Sportily you give your express agreement to these terms and conditions.
- 1.4 Any statutory rights that you may have as a consumer are not affected by these terms and conditions.
- 1.5 Bookings made for Wraparound care provision are not covered by these terms and conditions, but by terms and conditions specific to that context and specified at the point of booking.
- 1.6 The terms and conditions of Traded Services Contracts are not covered by these terms and conditions, but by the terms as set out in the contract itself.

2. Interpretation

- 2.1 In these terms and conditions:
 - a) "we" means Sportily Ltd (and "us and "our" should be construed accordingly);
 - b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
 - c) "booking" means a booking in respect of events, activities, sessions, lessons, courses or services provided by Sportily, which may be made by you under these terms and conditions; and

- d) "force majeure event" means an event that is, or a series of related events that are, beyond our reasonable control.

3. Booking process

3.1 The advertising of bookings on our website and bookings service providers' websites and in print form advertisements, constitutes an "invitation to treat" rather than a contractual offer.

3.2 No contract will come into force between you and us unless and until we accept your booking in accordance with the procedure set out in this Section 3.

3.3 To make a booking our website, bookings services providers' websites, the following steps must be taken:

You must click to make a booking in relation to the relevant event, activity, session, course or service provided by Sportily;

If you are a new customer, you may be asked to create an account and give permission for your details to be stored, this is entirely optional; if you are an existing customer, you may be asked to enter your login details;

If there is a charge associated with the booking you will be asked to make payment through the online service and the payment service provider will handle your payment;

You will be asked to confirm your booking online (at which point you consent to these terms and conditions)

We will then send you an automatic email confirmation of your booking (at which point your order will become a binding contract), or we will confirm by email that we are unable to meet your booking request.

3.4 To make a booking directly with Sportily, the following steps must be taken:

You will correspond with us directly regarding the booking you wish to make. This may be via an in-person meeting, online video call meeting, telephone call or email correspondence with a Sportily team member;

We will provide you with a quotation in relation to the relevant event, activity, session, course or service provided by Sportily that you wish to book;

You will confirm your acceptance of that quotation to the relevant event, activity, session, course or service;

We will then confirm your booking by email.

3.5 Having received this confirmation by email, you have the opportunity to identify and correct input errors by contacting hello@sportily.org.uk or via the website or bookings services providers' website used to make the booking.

4. Prices

- 4.1 Our prices are quoted on our website and/or our bookings service providers' websites, or quoted to you directly via email for each event activity, session, course, lesson(s), or service provided by Sportily.
- 4.2 We may from time to time change our prices, but this will not affect contracts that have previously come into force.
- 4.3 All amounts stated in these terms and conditions or at the point of booking are stated inclusive of any VAT if applicable.

5. Payments

- 5.1 You must pay the applicable prices for your booking during the checkout procedure for online bookings, or via invoice for services when provided. Payment by invoice will be in accordance with the terms specified in the invoice.
- 5.2 Payments may be made by any of the permitted methods specified on our website and/or the bookings service providers' websites, or on the invoice provided for each booking.

6. Variation of booking

- 6.1 If you would like to change your booking in any way, you should contact us to discuss your requested changes. We reserve the right to accept or reject any changes you may request.
- 6.2 We may change the time and date and/or location of an event, activity, session, course or service provided by Sportily, that is the subject of a booking by giving to you written notice of the change, wherever possible at least 5 days before the event is due to begin.

If we notify you of a change to a booking under this Section 6.2, you shall have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 3 days following the date of issue of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this Section 6.2, but may still be issued one at our discretion.

7. Cancellation of bookings by us

- 7.1 Whilst we endeavor not to cancel a contract, under these terms and conditions Sportily reserves the right to cancel any event, activity, session, course or service provided by Sportily when required. In this situation we will always seek to provide at least 5 days' notice, however this is not always possible.
- 7.2 We will give you written notice of any contract cancellation under this Section 7.

7.3 If we cancel a contract under these terms and conditions in accordance with this Section 7, you will be entitled to a full refund of the price paid under that contract.

8. Cancellation of bookings by you

8.1 Any rights you may have under this Section 8 are additional to your statutory rights.

8.2 You may cancel a contract under these terms and conditions:

- at least 5 days before the event, activity, session, course or service provided by Sportily begins, in which case you will be entitled to a full refund of the price paid under a contract under these terms and conditions.
- Cancellations requested or made less than 5 days before the event, activity, session, course or service provided by Sportily begins may only be eligible for a refund at the complete discretion of Sportily.

8.3 In order to cancel a contract under this Section 8, you must send us written notice of cancellation by email using the contract details specified in these terms and conditions.

8.4 Save as provided in this Section 8, specified elsewhere in these terms and conditions or mandated by law, you will not receive any refund upon the cancellation of a contract under these terms and conditions.

8.5 **Right to Cancel (“Cooling-Off” Period)**

Cooling-Off Period

As a consumer, you have the right to cancel your booking within 14 days without giving any reason. This period begins on the day you make your booking.

How to Exercise Your Right to Cancel

To cancel your booking within the cooling-off period, please notify us of your decision by emailing hello@sportily.org.uk . This right does not apply if your booking has already started within the cooling-off period. By booking services due to start within 14 days of the day you make your booking, you acknowledge that you will lose this right once the booking starts.

Refund Process

If you cancel within the cooling-off period, we will refund you in full within 14 days from the date we receive your cancellation notice. Refunds will be made using the same payment method as the original transaction.

Please refer to the Consumer Rights Act 2015 for further details on your consumer rights.

9. Distance contracts: cancellation right

9.1 This Section 9 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.

9.2 You may withdraw an offer to enter into a contract with us through our website and bookings service providers' websites, or cancel a contract entered into with us through our website and bookings service providers' websites, at any time within the period:

- (a) beginning upon the submission of your offer; and
- (b) ending at the end of 5 days after the day on which the contract is entered into, subject to Section 9.3. You do not have to give any reason for your withdrawal or cancellation.

9.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 9.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:

- (a) if the services are fully performed, you will lose the right to cancel referred to in Section 9.2;
- (b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 9.

9.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 9, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

9.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 9, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 9.

9.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

9.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 9 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

10. Warranties and representations

10.1 You warrant and represent to us that:

- a) you are legally capable of entering into binding contracts;
- b) you have full authority, power and capacity to agree to these terms and conditions; and

- c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.

10.2 We warrant to you that any services we may supply to you under these terms and conditions or in connection with a booking will be supplied with reasonable care and skill.

10.3 All of our warranties and representations relating to bookings are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 11.1, all other warranties and representations are expressly excluded.

11. Limitations and exclusions of liability

11.1 Nothing in these terms and conditions will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law,

and any statutory rights you may have as a consumer will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:

- a) are subject to Section 11.1; and
- b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

11.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

11.4 Our aggregate liability to you in respect of a contract under these terms and conditions shall not exceed the total amount paid and payable to us under that contract.

12. Force majeure

12.1 If a force majeure event gives rise to a failure or delay in us performing any obligation under these terms and conditions, that obligation will be suspended for the duration of the force majeure event.

- 12.2 If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing any obligation under these terms and conditions, we shall:
 - a) promptly notify you; and
 - b) inform you of the period for which it is estimated that such failure or delay will continue.
- 12.3 If the performance of our obligations under these terms and conditions is affected by a force majeure event, we shall take reasonable steps to mitigate the effects of the force majeure event.

13. Variation

- 13.1 We may revise these terms and conditions from time to time by publishing a new version.
- 13.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

14. Assignment

- 14.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 14.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

15. No waivers

- 15.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 15.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

16. Severability

- 16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

17. Third party rights

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

18. Entire agreement

18.1 Subject to Section 11.1, these terms and conditions, together with booking information available from us, shall constitute the entire agreement between you and us in relation to bookings made through our website, bookings service providers' website and with us directly, and shall supersede all previous agreements between you and us in relation to such bookings.

19. Law and jurisdiction

19.1 These terms and conditions shall be governed by and construed in accordance with English law.

19.2 Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of England.

20. Statutory and regulatory disclosures

20.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available. We recommend that you consider saving a copy of these terms and conditions for future reference.

20.2 These terms and conditions are available in the English language only.

20.3 Sportily is not currently registered for VAT.

21. Holiday Activity and Food programme (HAF) Cancellation Policy

21.1 Sportily understands that plans can change unexpectedly, and we aim to provide a fair and flexible cancellation policy for our holiday camp sessions funded through the Holiday Activities and Food Programme (HAF) which is run in partnership with Gloucestershire County Council and their appointed District Leads. The following outlines our cancellation policy:

21.2 Cancellation by Sportily

In the unlikely event that we must cancel a holiday camp session due to unforeseen circumstances such as high levels of staff sickness; force majeure or problems with the facility a member of staff from Sportily will notify parents / carers as soon as possible. This will be via phone or email or message via the CABS booking system.

Sportily will inform Gloucestershire County Council and the District Lead via email as soon as the decision has been made to cancel any provision.

Upon cancellation, Sportily staff will liaise with the district HAF Community Connector to identify replacement provision for the children and young people due to attend the cancelled holiday camp session.

Sportily will endeavour to re-schedule the holiday camp session for a later date. This will be communicated to parents / carers, Gloucestershire County Council, and the District Lead as soon as possible. Children and young people booked on to the original provision will be given priority to register.

In the event of a cancellation Sportily staff will be available to address any concerns or questions from participants and parents / carers, offering support and assistance throughout the process.

Clear instructions regarding cancellations and alternate arrangements will be provided at all times.

21.3 Alternative Arrangements

Should alternate arrangements, such as a change in venue, be required to run the holiday camp session on the scheduled date(s), Sportily will seek approval from Gloucestershire County Council prior to making any decision and communicating this with parents / carers.

21.4 Cancellation by the Participant

If you wish to cancel your young person's participation in the holiday camp session, please notify Sportily as soon as possible, this will allow us to offer their place to another child on the waiting list. When cancelling please state your child's name and the camp they were due to attend, this can be done via the following means:

- Using the online CABS booking system
- By email to hello@sportily.org.uk
- By telephoning 0330 551 9348
- By communicating directly with a Sportily team member who is known to you

22. Our details

22.1 This website is found at www.sportily.org.uk and owned by Sportily Ltd.

22.2 We are registered in England and Wales under registration number 05505991, and our registered office is at c/o Church House, College Green, Gloucester, GL2 1LY.

22.3 You can contact us:

- (a) by post, to the postal address given above;
- (c) by telephone, on the contact number published on our website; or
- (d) by email, using the email address published on our website.