# Eurocamp Residential Basketball Camps

## **Booking Terms and Conditions**

In relation to this entire document, Eurocamp shall be deemed to mean Eurocamp Residential Basketball Camp held in Dundee, Barrow in Furness and Portsmouth.

- 1. By asking us to accept and confirm your booking, you are entering into a contract with Eurocamp and are accepting the terms and conditions set out below.
- 2. All bookings will not be considered confirmed until we receive a fully completed booking form for each camper and a deposit of £70.00 per camper.
- 3. Bookings made under our Early Bird Offer will be confirmed only until such time as the remainder of the full deposit is due, usually the 31<sup>st</sup> January in the year of the camp being booked. Once that date is reached, the remaining deposit amount must have been received by Eurocamp. We reserve the right to cancel any bookings where the full deposit has not been received by the due date.
- 4. All deposits are non-refundable. In respect of Low Deposits, you are obliged to pay Eurocamp the full deposit amount of £70 immediately if you cancel your booking. If you choose not to, Eurocamp reserves the right to proceed against you for recovery of the outstanding balance.
- 5. WE STRONGLY ADVISE ALL CAMPERS TO TAKE OUT THEIR OWN INSURANCE AGAINST CANCELLATION THROUGH INJURY OR ANY OTHER REASON. IF YOU DO NOT, YOU UNDERSTAND THAT THIS IS AT YOUR OWN RISK AND COST.
- 6. If you choose to book and pay for your camp place using the monthly payment scheme, the first £70.00 that you pay will be considered your deposit.
- 7. The date for final payments to be received will be different for each camp. We will advise you of the due date for each camp. Eurocamp reserves the right to cancel any bookings without refund, where the balance has not been paid in full by this date.
- 8. All new bookings made between 1<sup>st</sup> July and the first day of camp must be paid in full at the time of booking.
- 9. Eurocamp will consider altering/amending or transferring deposits between campers but we are not obliged to do so. Where we agree to do this, an admin fee of £25.00 will be charged, which you agree to pay.
- 10. DEPOSIT PAYMENTS ARE NON REFUNDABLE. BALANCE PAYMENTS ALSO BECOME NON REFUNDABLE IF A BOOKING IS CANCELLED WITHIN ONE CALENDER MONTH OF THE OFFICIAL CAMP OPENING.
- 11. In the event that we cancel Eurocamp, all monies paid will be refunded.
- 12. Eurocamp accept the following methods of payment:
  - a) Cash GBP Sterling only. Cash sent to us in the post is sent entirely at the senders risk.
  - b) Personal or Bank Cheques made out to "Eurohoops Basketball"

- c) Online via our website <u>www.eurocampsbasketball.co.uk</u> These payments are handled on our behalf by Paypal but you do not require a Paypal account. Credit and debit cards are accepted. We agree to pay all Paypal fees incurred.
- d) Bank Transfer (ask for details)
- e) Paypal Invoice, please ask us to send one.
- 13. We will usually communicate with you by E Mail or post using the information you give us at the time of booking. It is your responsibility to notify us in writing of any changes to these details. Eurocamp will not be held responsible for any issues arising from you failing to notify us of any changes.

## **Cancellation Policy**

- 1. All deposits are non-refundable. In respect of Low Deposits, you are obliged to pay Eurocamp the full deposit amount of £70 immediately if you cancel your booking. If you choose not to, Eurocamp reserves the right to proceed against you for recovery of the outstanding balance.
- DEPOSIT PAYMENTS ARE NON REFUNDABLE. BALANCE PAYMENTS ALSO BECOME NON REFUNDABLE IF A BOOKING IS CANCELLED FROM WITHIN ONE CALENDER MONTH OF THE
  CAMP START DATE.

## **Distance Selling**

For all online bookings, you have a "cooling off period" of 7 working days from the point where you enter into a contract with us to provide a place at Eurocamp. We consider you to have entered into a contract with us when we have received either a completed booking form and/or a deposit for the provision of our services and we have confirmed receipt of it by E Mail or letter to the E Mail or postal address provided to us by you.

If you wish to cancel your booking within the 7 working day period, you may do so and all monies paid will be refunded. However, you must notify us in writing of your wish to cancel.

Please E Mail: <u>info@eurocampsbasketball.co.uk</u> or write to Eurocamp, 80 Redoak Avenue, Barrow in Furness, Cumbria LA13 ORN or FAX 01229 838881.

## Website Terms and Conditions of use.

www.eurocampsbasketball.co.uk

#### Credit

This document was created using a Contractology template available at http://www.freenetlaw.com.

#### Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Anyone may view the content of this website and use the Contact Us facility for enquiries. However you must be at least 18 years of age to use the online booking facility and clothing order sections on this website. By using those sections and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to Eurocamp's use of cookies in accordance with the terms of Eurocamp's privacy policy.

#### License to use website

Unless otherwise stated, Eurocamp and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages and other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution.

#### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Eurocamp's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Eurocamp's express written consent.

#### **Restricted access**

Access to certain areas of this website is restricted. Eurocamp reserves the right to restrict access to other areas of this website, or indeed this entire website, at Eurocamp's discretion.

If Eurocamp provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Eurocamp may disable your user ID and password in Eurocamp's sole discretion without notice or explanation.]

#### User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Eurocamp a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Eurocamp the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Eurocamp or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Eurocamp reserves the right to edit or remove any material submitted to this website, or stored on Eurocamps servers, or hosted or published upon this website.

Notwithstanding Eurocamps rights under these terms and conditions in relation to user content, Eurocamp does not undertake to monitor the submission of such content to, or the publication of such content on, this website.]

#### No warranties

This website is provided "as is" without any representations or warranties, express or implied. Eurocamp makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Eurocamp does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any matter you should consult an appropriate professional.

#### Limitations of liability

Eurocamp will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Eurocamp has been expressly advised of the potential loss.

#### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Eurocamp's liability in respect of any:

death or personal injury caused by Eurocamp's negligence; fraud or fraudulent misrepresentation on the part of Eurocamp or matter which it would be illegal or unlawful for Eurocamp to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

#### Other parties

You accept that, as a limited liability entity, Eurocamp has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Eurocamp's officers or employees in respect of any losses you suffer in connection with the website. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Eurocamps officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Eurocamp.

#### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### Indemnity

You hereby indemnify Eurocamp and undertake to keep Eurocamp indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Eurocamp to a third party in settlement of a claim or dispute on the advice of Eurocamps legal advisers) incurred or suffered by Eurocamp arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

#### Breaches of these terms and conditions

Without prejudice to Eurocamp other rights under these terms and conditions, if you breach these terms and conditions in any way, Eurocamp may take such action as Eurocamp deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

#### Variation

Eurocamp may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### Assignment

Eurocamp may transfer, sub-contract or otherwise deal with Eurocamps rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### Severability

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. If any unlawful and/or unenforceable provision 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.

#### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Eurocamp in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

#### Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English Law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of England.

### **Registrations and authorisations**

### **Eurocamps details**

The full name of Eurocamp is Eurocamp, Residential Basketball Camp.

Eurocamps address is 80 Redoak Avenue, Barrow in Furness, Cumbria, LA13 ORN.

You can contact Eurocamp by email to <a href="mailto:info@eurocampsbasketball.co.uk">info@eurocampsbasketball.co.uk</a>

## **Privacy Statement**

Your privacy is important to Eurocamp. This privacy statement provides information about the personal information that Eurocamp collects, and the ways in which Eurocamp uses that personal information.

#### Credit

This document was created using a Contractology template available at <a href="http://www.freenetlaw.com">http://www.freenetlaw.com</a>.

#### Personal information collection

Eurocamp may collect and use the following kinds of personal information:

- [information that you provide for the purpose of reserving a place at Eurocamp.
- [information about transactions carried out over this website or linked from this website via 3<sup>rd</sup> parties.

#### **Using personal information**

Eurocamp may use your personal information to:

- send to you products that you purchase
- supply to you services that you purchase
- send to you statements and invoices
- collect payments from you; and
- send you marketing communications.

Where Eurocamp discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Eurocamp may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

#### Securing your data

Eurocamp will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Eurocamp will store all the personal information you provide.

#### **Cross-border data transfers**

Information that Eurocamp collects may be stored and processed in and transferred between any of the countries in which Eurocamp or its agents operate to enable the use of the information in accordance with this privacy policy.

You agree to such cross-border transfers of personal information.

#### **Updating this statement**

Eurocamp may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

#### Other websites

This website contains links to other websites.

Eurocamp is not responsible for the privacy policies or practices of any third party.

Amended 13/07/2018