



Booking Conditions | Manchester City Football Programmes

DEFINITIONS

'Player', 'You' or 'Your': refers to You the player

The 'Company': refers to BSC Young Learners Limited registered in England No. 12752100 whose registered office is at: Lees House, 21–33 Dyke Road, Brighton BN1 3FE

2. YOUR CONTRACT

Your contract is with “The Company”.

If You are under 18 years old, a parent or guardian must make the booking on Your behalf and accept these booking conditions.

When the completed application form has been received and the total amount (deposit or full payment) has been paid, The Company will send a confirmation of booking, invoice and, if required, a visa support letter. The Company will also provide an information pack relating to the course. The pack will contain vital information concerning what to bring, airport transfer details and pocket money information.

A contract will exist once The Company issues Your invoice. This contract is made on the terms of these booking conditions. This contract, and any other claim or dispute arising from or related to this contract, will be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim arising out of it.

3. CONDITIONS OF ENROLLMENT

The Company will confirm courses on the basis of receiving a deposit of £250. You can pay bank transfer, Paypal or Flywire. The Company Bank details will be provided at the time of booking.

The Company reserves the right to cancel a booking without refund or compensation if payments are not made when due. You must pay in advance of their course start date. Full booking fees are due and must be paid at least 28 days prior to the arrival date.

If You require the services of a courier to deliver Your documentation, a fee of £35 will apply and will be added to Your invoice. All payments are to be made in Pounds Sterling. In some cases these rules do not apply to wholesale partners whose payment terms are outlined in the wholesale agreement made between the two parties.

4. WHAT YOU PAY

All prices advertised are accurate at the date published. The Company reserves the right to change any of those prices from time to time. You will be advised of the current price of the course before Your contract is confirmed.

5. IF YOU MAKE A CHANGE TO YOUR BOOKING (NOT COVID RELATED)

If You wish to make a change to Your booking, You must let us know at least 8 weeks before Your arrival date. The Company reserves the right to charge an administration fee of £50 each time the programme or centre is changed or postponed after The Company has confirmed the initial booking. This may also include any requests for changes whilst the student is at school. A downgrade in course type after booking is considered a cancellation and the same refund policies will apply.

6. IF YOU CANCEL YOUR COURSE (NOT COVID RELATED)

If You wish to cancel a booking for any reason, the person who made the booking must put such request to cancel in writing to the Company.

If You wish to cancel a booking for any reason other than visa refusal, booking refunds for such cancellations depend on the amount of notice given and are as specified below:

- Cancellation prior to arrival for individual booking. If You cancel a course or accommodation, or if You have had Your visa application rejected, You will be subject to the following cancellation fees:

+60 days: Forfeiture of Enrolment fee

28–60 days: Forfeiture of deposit

Less than 28 days: No refund

- If You wish to cancel a booking due to a visa refusal the Company will refund any booking fees which have been paid by You, less the registration fee and any other charges we may incur as a result of Your cancellation, provide
 - a) Notice of Your visa refusal is sent to us a minimum of one week before Your course commences; &
 - b) Official written confirmation of the visa refusal from the Home Office or British Consulate/ Embassy is sent to us before the course was due to commence.
- No Shows or cancellation after arrival for individual booking. No refunds will be given for a cancellation made after the programme start date
- Cancellation for Group booking Individual booking cancellations inside the group booking are subject to standard Terms and Conditions (see 6 point one above). Group bookings may be subject to specific terms and conditions. Please refer to Your Group Quote document for further details or contact your Company representative to discuss.

All refunds will be made to the original fee payer only. If the Company cancels a programme after Your enrolment, the Company will refund all monies already paid. In the event that a refund is due, prorated refunds will be calculated on a weekly basis. When determining the number of weeks of a student's program, the Company will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week. All refunds will be made within 90 days of cancellation.

7. IF WE CHANGE OR CANCEL YOUR BOOKING (NOT COVID RELATED)

All information provided by the Company is the responsibility of the Company. The Company reserves the right to alter any particulars such as fees at the discretion of the Company. The Company reserve the right to cancel any course or close any centre for whatever reason. Should this be necessary, the Company shall offer either a full refund or an alternative course for the same value.

The Company will not be responsible to pay any compensation following a change or a cancellation by the Company and the Company will not be liable to reimburse You for any amendment or cancellation fees You incur in terms of other arrangements You have made with other providers under separate contracts.

8. COVID RELATED CANCELLATIONS AND AMENDMENTS

If, due to contraction of the Covid-19 virus You wish to cancel a booking, the person who made the booking must put such request to cancel in writing to the Company along with clear medical reporting to confirm the presence of Covid-19

On receipt of clear medical evidence, the Company will refund any booking fees which have been paid by You, less the registration fee and any other charges we may incur as a result of Your cancellation

9. ACCOMMODATION

You should arrive at the residence on a Sunday by 16:00, ready to start the program on Sunday evening. There will be no compensation due for late arrivals and/or missed lessons, activities and excursions missed as a result of not arriving on a scheduled arrival date.

10. ARRIVAL / DEPARTURE DATES

You should arrive in between the hours of 09:00 and 16:00 on arrival day, and departing either prior to 16:00 on the final Friday of their course, or outside the hours of 10:00 and 19:00 if departing at the weekend. If You are not able to arrive or depart within the stated times, please contact the Company to reschedule to booking.

11. ATTENDANCE AND ABSENCES

Full attendance is required. Absence from lessons is not compensated.

11.1 COVID (and other) Infection during Your Course

The Company adheres fully to UK Government guidance and will implement all required advice to maintain the safety and security of staff and Players. The Company will refund any booking fees which have been paid by You, less the registration fee and any other charges we may incur as a result of Your cancellation if restrictions imposed by the Government guidance impacts Your attendance to the programme.

12. CERTIFICATE

You will be issued with a certificate at the end of Your course, providing You have 100% attendance.

13. POLICIES ON HOLIDAYS

Holidays from our Language, Performance and Development programmes are not permitted. Please contact the Company if You need to make changes to Your booking based on available and published dates.

14. TRANSFERS

Where a coach or private taxi transfer has been booked through the Company, flight details should be sent to the Company no later than 20 days prior to arrival. Please see the 'Fees & Dates sheet' for the transfer prices. If Your airline requires an Unaccompanied minor service on arrival, or departure (or both), please check the 'Fees & Dates Sheet' and allow 1 – 2 weeks before arrival to receive the driver details.

15. HEALTH & SAFETY

The Company operates a rigorous Health & Safety policy. Copies are available on request. Staff undergo a period of training and orientation prior to You arriving to the programme. All the relevant player: teacher ratios are adhered to as set out by the Children's Act and relevant governing bodies of language travel courses such as English UK.

16. MEDICAL

The centre has a fully-qualified First Aider and Safeguarding Officer on site. In addition the centre has complete Risk Assessment and protocols to ensure the safety and welfare of all players. Dedicated Doctor and Dental surgeries as well as excellent links with local accident & emergency facilities are fully available.

17. FOOD

The Company provides tasty nutritious meals with a choice of hot or cold food. All dietary requirements are also catered for at the centre, please advise the Company of any requirements at the time of booking. Please note there may be a supplementary charge.

18. CONDUCT AND BEHAVIOUR

When You make a booking through the Company, You accept responsibility for the proper conduct of all players included on Your booking. We reserve the right to cancel a Your course at any time with no refunds, if, in the reasonable opinion of the Company, Your behaviour is disruptive or unsatisfactory (including if You cause, or are likely to cause, danger, upset or distress to anyone else or damage to property). The Company's decision is final. The Company shall be under no obligation to pay compensation or meet any costs You may incur as a result of the termination of Your course. Please note that if Your visa status in the UK changes, or You are found to be in contempt of visa regulations, the Company reserves the right to terminate Your course without refund or have any obligation to pay compensation or meet any costs.

19. OUR RIGHT TO SUBCONTRACT

The Company shall take reasonable care and skill in providing services to You in accordance with industry standards. The Company reserve the right to subcontract various elements of our services to reputable companies selected by the Company. The Company shall procure that subcontractors also take reasonable care and skill in providing services to You in accordance with industry standards. During peak periods the Company we may use additional classrooms on other premises to conduct lessons.

20. FORCE MAJEURE

The Company will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the failure is the result of any cause beyond the Company's reasonable control. The Company shall not be responsible for any costs incurred by or on behalf of You as a result of any such occasion. Such instances include but are not limited to; war, threat of war, riot, civil strife, industrial dispute, terrorist activity, epidemic or pandemic natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

21. INSURANCE

Insurance is available through the Company. Please contact Your representative for further information. It is the responsibility of Your group leader or the adult paying for Your course to source travel, accident & health insurance for Your trip.

It is mandatory that every player has insurance to cover such events as course cancellation or curtailment, loss of personal effects, loss of passport or tickets, medical expenses and repatriation, personal liability and personal accident. If You do not have an adequate insurance policy and an incident occurs, You will be responsible for all costs incurred.

We accept Players on the assumption that they are of sound health. It is mandatory that Players have accident and health insurance. Players are responsible for any medical expenses incurred.

We do not accept responsibility for personal injury or for loss or damage to personal property unless it is due to the negligence of the Company or its employees. Any valuables should be left at home.

22. COMPLAINTS

If You have any complaints, You should immediately notify a member of staff. In the unlikely event this is not resolved to Your satisfaction; You can either email the Company at: younglearners@bsc-education.com or write in English to the Company's head office:

BSC Young Learners Limited, Lees House 21–33 Dyke Road, Brighton, England, BN1 3FE United Kingdom

The Company will investigate Your complaint and will provide an appropriate response. In order to be given a reasonable chance of addressing Your complaint, please ensure it is received within one month of the end of Your course. If the complaint is not resolved to Your satisfaction, You may contact English UK.

23. BRIBERY

The Company shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010, if such activity, practice or conduct had been carried out in the UK.

24. PUBLICITY

The Company's booking conditions, brochures, website and other publicity materials are the responsibility and property of the Company and the details are published in good faith as of 01 October 2020. The Company cannot be held responsible for any changes that become known or happen after the brochure is produced and the most up-to-date information can be found on the Company's website. The Company will use reasonable endeavours to inform You of any material changes to Your course before You begin.

25. PROMOTIONAL PHOTOS AND VIDEOS

Sometimes the Company or representatives or partner companies take photographs and videos during courses or social activities which may be used for promotional purposes, without obtaining Your further specific permission or making any payment to You. Please advise the Company if You do not wish to appear in any promotional material, by emailing the Company at younglearners@bsc-education.com before Your arrival. Please also remind a member of the Company team on the day.

26. EMAIL CONTACT

By agreeing to these booking conditions, You consent to the Company (including Manchester City and partner companies) using Your email addresses gained at the time of booking and during Your period of study for future marketing purposes from time to time, such as promoting special offers, products and services by email. For further details regarding use of Your information, please see the 'Privacy Policy' section below, including for information on how to unsubscribe to future marketing by the Company (including Manchester City and partner companies)

27. PRIVACY POLICY

The Company's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

- (a) **Your Information:** this refers to information such as Your name, contact details, travel preferences and special needs, disabilities or dietary requirements that You supply us or is supplied to the Company, including any information about other persons on Your booking ("Your information"). Your information is collected when You request information from the Company, contact the Company (and vice versa) or make a booking. You are responsible for ensuring that other members of Your party are aware of the content of the Company's Privacy Policy and consent to Your acting on their behalf in all Your dealings with the Company. The Company will update Your information whenever the Company can to keep it current, accurate and complete.
- (b) **The Company's use of Your Information:** (1) For the purpose of providing You with the Company's services, the Company may disclose and process Your information outside the UK/EEA. In order for You to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/ or destination) to disclose and process Your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. These requirements may differ depending on Your destination and You are advised to check. Even if not mandatory, the Company may exercise its discretion to assist where appropriate. (2) The Company may collect and process Your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf (some of whom are located outside the UK/EEA). These business purposes include administration, providing services (and contacting You when necessary), customer care, service quality, business management and operation, reorganisation, structuring, sale of our business (or group companies), risk assessment, security, fraud and crime prevention/detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. (3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to Your needs or act in Your interest, and the Company is only prepared to accept sensitive personal data on the condition that the Company have Your positive consent. By booking with the Company You also agree for Your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where the Company needs to act on Your behalf or in the interest of passengers or in an emergency. If You do not agree to the Company's use of Your Information above, the Company cannot do business with You or accept Your booking.
- (c) **Direct Marketing Material:** (1) The Company (including Manchester City and partner companies) may from time to time contact You with information on offers of goods and services, brochures, new products, forthcoming events or competitions. The Company websites will assume You agree to e-communications when You make a booking. (2) You may indicate Your preference regarding receiving third party direct marketing material. (3) If You do not wish to receive such information or would like to change Your preference, please refer to point (2) of "Your Rights" below.
- (d) **Your Rights:** (1) On completing our Data Subject Access Request form, You are entitled to a copy of the information we hold about You (for a £50 fee) and to correct any inaccuracies. (2) You have the right to ask in writing not to receive direct marketing material from the Company (including Manchester City and partner companies). If available, You can amend Your previous preference on the Company website(s) or use the Company's "unsubscribe email". Once properly notified by You, the Company will take steps to stop using Your information in this way.
- (e) **Foreign Controls:** Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country.
- (f) **Use of Tools/"Cookies" and Links to Other Websites:** If the Company's contact and dealing with You is via the Company website(s), we may use "cookies". Cookies allow us to identify Your computer but not You personally. You can set Your web browser to refuse cookies. However, You may not be able to enjoy all the facilities or book via the Company website if You do so. However, if You also receive the Company's email marketing, the Company will tailor the information sent to You unless You tell the Company not to. This means the Company may use information the Company holds and cookies to identify Your individual web site search behaviour and preferences. This will enable the Company to send You more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation. The Company collects information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If You are making a purchase, the Company may also use cookies to keep track of the transaction from one web page to another. The Company website(s) may contain links to other sites not controlled by the Company. It is Your responsibility to check the status of these sites.

- (g) Monitoring: To ensure that the Company carries out Your instructions accurately, improve services and for security, the Company may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around the Company's premises; and (3) transactions and activities on the Company's website. All recordings are and shall remain the Company's sole property.
- (h) Security Statement: We have taken all reasonable steps and have in place appropriate security measures to protect Your information.
- (i) Changes to this Policy: Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

28. ADDITIONAL TERMS FOR YOUNG LEARNERS AND MINORS (UNDER 18S)

As You are under 18, Your parent or guardian is hereby deemed to accept the terms and conditions stated above. Your parent or guardian further accepts that:

1. They will provide a signed consent form at the time of booking, specifying details of the guardian who will be required to sign You in and out of school daily (if applicable).
2. They will permit You to travel by public transport;
3. They authorise You to take part in all tourist, sporting & cultural activities linked to the course;
4. They permit You to be treated by a doctor in an emergency. The Company will use all reasonable endeavours to make contact with Your parent or guardian in this event
5. They will pay any third party fees associated with the above treatments;
6. They will provide the Company with a contact telephone number in case of emergencies.

29. AGENTS

All of the above terms are applicable to direct Players and to agents unless prior alternative arrangements are agreed in writing between the agent and the Company.