

RESIDENTIAL CRICKET COURSES 2012 – BOOKING TERMS & CONDITIONS

These Booking Conditions, together with any other information brought to your attention before you booked your course, form the basis of your contract with , whose registered address is 77 Courtlands, Bradley Stoke, Bristol, BS32 9BA, hereafter "DFCA LTD", "we" or "us". Please read them carefully as they set out our respective rights and obligations and all bookings are accepted by DFCA LTD subject to these Booking Conditions. In these Booking Conditions references to "you" and "your" include the lead-named person on the confirmation (who must be at least 18 years old at the time of booking) and all participants on whose behalf a booking is made.

Booking and Paying for Your Course

Places on all courses are limited. They will be allocated on a first come, first served basis. All applications must be accompanied by a non refundable deposit of £100.00.

An acknowledgment e-mail will be sent out on receipt of your booking & deposit/full payment. After we have issued a confirmation and received your deposit payment, a contract exists between you and us, effective from the date printed on the confirmation.

We reserve the right to request additional information depending on the medical information supplied to us by you. Payment in full MUST be received prior to the attendance of any course, and must be received at least 6 weeks before the start date. If you book your course within six weeks of starting date, you must pay the full cost at the time of the booking.

Pricing and Accuracy

We endeavour to ensure that all the information and prices are accurate both on our website and in our brochures, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances. All course activities, venues and travel arrangements are subject to change according to weather, programming and a satisfactory level of numbers. We reserve the right to cancel any courses and/or to change any information given, should this be necessary for any reason.

Your Contract with Us

A binding contract between you and us comes into existence when we send out your booking confirmation. We reserve the right to make changes to the details contained in any brochure or on our website before a contract is entered into. Any such changes will be communicated to you before a binding contract is concluded.

Changes by You

If you wish to change any part of your booking arrangements after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the person who made the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change.

Cancellation by You

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing or via e-mail. Your notice of cancellation will only take effect on the day it is received in writing by us at our office. We recommend that you use recorded delivery. We accept bookings from another student suggested by you in your place, or we can carry over payments to future courses.

Changes and/or Cancellation by Us

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may have to make changes both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. If a significant change or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before Arrival. All other changes are treated as minor in which case we shall have absolute discretion as to whether you are notified. If we have to make a significant change or cancel your booking, and provided that there is time to do so before arrival, we will offer you three options:

- a) Accepting the alternative course arrangements as offered to you
- b) Transferring to an alternative course (please note that the price may differ from your original booking)
- c) Cancelling your booking (together with a refund of any booking fee paid)

You must notify us of your choice within 7 days of our offer of the alternative booking arrangements. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements. The above options are not available where any change is a minor one or where the changes or cancellation by us arises out of alterations to the confirmed booking requested by you.

Force Majeure

We cannot accept liability or pay compensation where the performance of our contractual obligations to you is prevented by or affected by "force majeure". In these Booking Conditions "force majeure" means any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include but are not limited to cancellation of a special event by the organisers, industrial dispute, terrorist activity, natural, nuclear, chemical or biological disaster, fire, adverse weather conditions, and all similar events outside our control.

Our Obligations to You

Subject to clauses below, we accept responsibility for ensuring that your course arrangements, which you book with us, are supplied as described on our website or in our brochures. If, after departure, any part of your course arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation, if this has affected the enjoyment of your arrangements. However, our liability in all cases shall be limited to a maximum of twice the value of the element not supplied. The level of such compensation will take into account all relevant factors including the invoice price of the course, any steps it was reasonable for the participant to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected the participant's enjoyment of the course.

(b) Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with us and our insurers in this regard. If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the course you booked with us - including for

example any additional services or facilities provided to you by a supplier which was not included as part of the original contract between us - we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident within 90 days of the occurrence. We will not be responsible where you do not enjoy the course or suffer any other problems because of a reason which you did not make us aware of when the course was booked.

(c) And in all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person(s) affected or any members(s) of their party or
 - ii. the fault of a third party not connected with the provision of course which we could not have predicted or avoided or
 - iii. an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care or
 - iv. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.
- Important notice in respect of limits on liability.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you and your party is £25 per person in total. We strongly recommend that you and your party take out adequate insurance for your particular needs whilst on your course and for the purpose of these Booking Conditions you and your party are assumed to have done so.

Complaints

If a problem occurs whilst you are on the course, you must inform us or the relevant supplier immediately so that the matter can be put right and we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return from the course quoting the original booking reference and giving all relevant information. PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

Cutting Your Course short (Curtailment)

If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your course and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your course not completed, or assist with any associated costs you may incur. Depending on the circumstances, your insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

Behaviour

We treat as a priority the safety and wellbeing of all children attending our courses. We therefore reserve the right to remove from our courses without refund, any child who is found bullying, behaving in a way that may be a danger to others or who is generally disruptive.

All participants are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any other person in authority, a participant is causing or is likely to cause distress, danger or annoyance to any other participants or any third party or damage to property, we reserve the right to terminate their booking arrangements with us immediately. In the event of such termination our liability to you and/or your

party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. The cost of any damage caused by you or any participant you have booked on the course to any property or facilities will be passed on to you.

Special Requests and Pocket Money

Any special requests must be advised to us at the time of booking e.g. diet, room type and location, a particular facility etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Any failure to meet special requests will not be a breach of contract on our part. We regret that we cannot accept any conditional bookings (i.e. any booking which is specified to be conditional on the fulfilment of a particular request).

We are happy to store participants' pocket money in the safe at Clifton College. However, please note that if you choose to leave your money in the safe you do so entirely at your own risk. We cannot accept any liability for any loss.

Medical Problems

If any participant has any medical problem or disability which may affect your stay, please provide us with full details before you confirm your booking so that we can advise as to the suitability of your chosen arrangements. In the event that a participant needs medical attention during any course they will be treated by a qualified emergency first aid coach.

Data Protection

In order to process your booking and to ensure that your course arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These may include, where applicable, names and addresses, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided. For Residential Cricket Courses, DFCA LTD collects your personal information. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Your information will be used to administer and provide products and services you request, to carry out market research so that we can improve the products and services we offer and to create an individual profile for you so that we can understand and respect your preferences.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.