

# KING'S ELITE GOALTENDING



## Terms and Conditions

Last updated: 1<sup>st</sup> March, 2021

Please read these terms and conditions carefully before enrolling to our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions:

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Camps** refer to the services or access to the Service offered by the Company to You.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to King's Elite Goaltending, 1 Libertas Drive, PE2 8FN.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to United Kingdom.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to King's Elite Goaltending, accessible from [www.kingselitegoaltending.com](http://www.kingselitegoaltending.com).
- **You** means the individual accessing or using the Service and/or Camps, or the company, or other legal entity on behalf of which such individual is accessing or using the Service and/or Camps, as applicable.

## Acknowledgement

These are the Terms and Conditions governing the Camps and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users attending Camps.

Your access to and attendance of the Camp is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or attend the Camp.

By enrolling and attending the Camp You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not attend the Camp.

You represent that you are over the age of 18. The Company does not permit those under 18 to attend any Camp without prior consent from a parent or guardian.

Your access to and attendance of the Camp is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

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## Service Agreement

All on-ice services will be overseen by King's Elite Goaltending's Head Coach, however, there may be times when he is unavailable, for example, due to illness or other commitments. In this situation, Camps will be fulfilled by a Lead Coach and reasonable notice will be provided.

All Lead Coaches hold a current, enhanced DBS check and are EIHA registered level 2 coaches.

## On-Ice Practice

Camp schedules and information will be made available no less than four weeks prior to your Camp commencing. Your on-ice training will take place at the location selected on enrolment.

## Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company, in the event of any occurrence affected by government action, increased ice time hire, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

## Payments

All Camp enrolments are subject to payment of a non-refundable deposit. Payment can be made through various payment methods we have available, such as Visa, MasterCard or other online payment methods (e.g. PayPal).

Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by Your card issuer. If we do not receive the required authorisation, We will not be liable for any delay in your enrolment.

## Final Billing

You are required to clear any remaining Camp balance 21 days prior to your Camp commencing. Late payment may result in a loss of deposit and Your space on the Camp potentially being offered to another participant.

## Refunds

Except when required by law, paid enrolment fees are non-refundable. Certain refund requests may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

## Covid-19

We aim to reschedule any cancelled Camp due to a pandemic. If this is not possible then the opportunity to transfer to an alternative Camp, or defer, will be presented by the company. If neither option is acceptable, you then will be entitled to a full refund excluding any incurred costs i.e. Camp jersey. A refund will be made within 28 days of a cancelled Camp.

If you have tested positive for covid-19 or been in contact with someone with covid-19, it is your responsibility to contact the company straight away and not to attend or participate in the Camp. By doing so may result in damages.

Should You be unable to attend a Camp due to covid-19, then a 50% refund will be given, unless your space on the Camp can be filled, in which case, a full refund will be given, excluding any incurred costs i.e. Camp jersey.

## User Information

When You enrol on a Camp, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of enrolment on the Camp.

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## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend your enrolment immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to attend Camps will cease immediately. If You wish to cancel your enrolment, please contact us by email.

## Limitation of Liability

You, the applicant, agrees that the Company, as well as its ice time provider, shall not be held responsible or liable for any injury, loss or other damages resulting from any cause whatsoever, negligent or otherwise, while in attendance at, or while on the premises of, our Camps. You agree to release the Company and its staff from all claims, damages and costs resulting therefrom.

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers and ice time providers, under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, loss of data or other information, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of

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course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, national, or international laws.

## Disputes Resolution

If You have any concern or dispute about the Service and/or Camps, You agree to first try to resolve the dispute informally by contacting the Company.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

- By email: [admin@kingselitegoaltending.com](mailto:admin@kingselitegoaltending.com)
- By visiting this page on our website: <https://www.kingselitegoaltending.com/contact>