

Booking Terms and Conditions

Please read the **Exsportise Ltd** Terms and Conditions and make sure **You** understand them before making a reservation on a Course.

Exsportise Ltd has its registered office at Aberdeen House, South Road, Haywards Heath, West Sussex, RH16 4NG, England. The company registration number is 2330930. Once Your reservation to book a Course is confirmed, You enter a legally binding contract with Exsportise Ltd.

If You are not the parent or legal guardian of the child for whom You are making a booking, You must first obtain permission from the child's parent or guardian (the Authorised Adult) to book on their behalf. You must also ensure that the Authorised Adult agrees to these Terms and Conditions, including specifically clause 10 regarding emergency medical treatment, and clause 11 concerning the limits of Our liability.

In all cases, Our Terms and Conditions (also called The Small Print) will supersede any Terms and Conditions provided by an agent/reseller or similar.

Our Privacy Policy, which explains how we collect and use Your personal data, is available to view online.

Terminology:

In these terms and conditions;

1. The 'School', 'Summer School', 'We', 'Us', 'Our' or 'Exsportise Ltd': means any of the residential, day and online English language, sports, activity and cultural Courses offered by Exsportise Ltd.
2. The 'Authorised Adult' means the parent or legal guardian of a Student
3. The 'Course' or 'Course': means the residential, day and online English language, sports, activity and cultural Courses offered by Exsportise Ltd.
4. The 'Booking': means the reservation of a place on the Course.
5. 'Agent', 'Agency' or 'Agencies' means a specialist education agency, partnership, company or person/s authorised by Exsportise Ltd to market and sell Courses.
6. The 'Student' means the person (child) named on the registration form for whom a place on an Exsportise Ltd Course is booked.
7. 'You' or 'Your': means the person who has signed the registration form (booked) and/or who has accepted responsibility for a Student's attendance at Exsportise Ltd. This includes parents and guardians ('Authorised Adult') or an Agency.

8. The 'Deposit': means the amount payable to Exsportise Ltd in order to reserve a place. The deposit will be deducted from the balance of fees payable by the parent.
9. The 'Registration Form': means the Exsportise Ltd form or portal (online or PDF) completed by You for the purpose of booking a place at the school and disclosing any medical, health and consent information relating to the Student and providing all relevant consents.
10. The 'Website': means Exsportise.co.uk or ArsenalfootballCoursesuk.com
11. The 'Booking Received Confirmation': means We have accepted and are holding Your provisional booking reservation on Our Course but it is pending payment of the deposit/full course fees.
12. The 'Confirmation Letter': means Your reservation has been confirmed and the deposit/full payment has been received (pending full payment by May 1st of the booking year)

1. Bookings & Payments:

- 1.1. On receipt of a completed registration form, if a place is available, We will provisionally confirm the reservation and send the parent a Booking Received Confirmation email, typically within two working days. The Booking Received Confirmation will include provisional details of the Course booked and a Confirmation Letter will be sent to acknowledge receipt of any deposit payment (only if deposit/full payment is received). All registrations are subject to acceptance by Us in accordance with these Terms and Conditions.
 - 1.1.1. A binding agreement between You and Us is formed once We have issued the Booking Received Confirmation and You have not received notice of rejection within seven days of its issuance
 - 1.1.2. All Course bookings require either: (1) a deposit payment of £350 per residential week booked, followed by the balance payment no later than 1st May before the Course starts or; (2) the full payment, if booking after 1st May before the Course starts.
 - 1.1.2.1. Students will not be allowed to attend the Course unless all charges have been paid before the Course starts and We reserve the right to cancel any bookings held on Your behalf after any payment is overdue as defined in Clause 5.
 - 1.1.2.2. Payment of the Deposit is due when You make a Course Booking. We shall only send You an Confirmation Letter once We have received Your completed form and Deposit payment (or full payment)
- 1.2. You are responsible for providing full and accurate details about the Student on the registration form and are kept up to date. It is important that You check the Booking Received Confirmation email. If You have any questions or any of the information is inaccurate, please contact Us immediately
- 1.3. A pending reservation (where a space is held for 24hrs to allow for the booking form to be completed) is not a legally binding contract between Us and You
- 1.4. By booking a Course at Exsportise Ltd, You confirm that:
 - 1.4.1. You are legally capable of entering into binding contracts;
 - 1.4.2. You are at least 18 years old and You book the Course as an Authorised Adult or Agent;
 - 1.4.3. You have read and accepted the Terms and Conditions defined here;
 - 1.4.4. You are responsible for arranging and paying for the Student's travel to and from the Course venue (outside of Our Standard Transfers, confirmed by Us);
 - 1.4.5. You are not booking spaces on Our Courses which You intend to resell (Unless You are an approved Agent);
 - 1.4.6. The price of Our Courses and any additional fees We may charge will be as stated on the Website, unless there is an obvious error.

- 1.4.7. You understand that prices include any applicable Value Added Tax (VAT). If the rate of VAT changes before You make any Payment due to Us, We may adjust the price You pay
 - 1.5. If You act as an Exsportise Agent, You agree to provide these Terms and Conditions to the Student's Authorised Adult and warrant that the Authorised Adult (he/she/they) acknowledges and accepts that these Terms and Conditions are binding on them as if they had submitted the application themselves to book a place on Our Course.
 - 1.6. All payments for Bookings must be in GBP.
 - 1.7. Extra charges are payable in advance based on certain requests in the booking and these are only confirmed by Us once payment is received, these include the following and are all non-refundable once booked:
 - 1.7.1. Late Transfer Arrangement (details received or changed within 28 days): Cost Price
 - 1.7.2. Out of hours transfer (out of day): £100 minimum (if above cost price)
 - 1.7.3. Irregular Airport/Train/Location: £250 minimum (if above cost price)
 - 1.7.4. Extra Night (Saturday only - all locations): £305 (subject to change)
 - 1.7.5. Horse Riding supplement: £350 per week
2. **Changes to Bookings:**
- 2.1. After the initial booking confirmation, if there is a change in the booking, we may charge a £50 administration fee
 - 2.2. We will do Our best to facilitate changes including late changes, however, requested changes by You are subject to availability of the relevant change (Course, School, dates, airport transfers). The change will be at the sole discretion of the Us, and Our decision is final
3. **Airport Transfers:**
- 3.1. Standard transfers from the specified airports, on the dates and times listed on Our Website, are included in the Course package. To book a transfer, You must complete the Transfer Form via email (admin@exsportise.co.uk) or via the online portal at least four weeks before the Course start date. We will confirm the transfer details by sending a Transfer Confirmation email. If We do not receive a completed Transfer Form by this deadline, We will assume that You do not require a transfer, and You will be responsible for arranging transport to and from the Course.
 - 3.2. Airport Transfers will only be confirmed once full payment has been received for the booking.
 - 3.3. It is Your responsibility to check the Transfer Confirmation and notify Us immediately of any errors or changes. Proof of sending an email is not proof of receipt, so if You

do not receive a response within three working days, You should contact Us by telephone.

- 3.4. You are responsible for arranging and paying for the Student's flights, including any airline fees for Unaccompanied Minor services if applicable. You must provide Us with all flight details, including any Unaccompanied Minor arrangements, at least four weeks before the Course start date.
 - 3.4.1. If You have booked an Unaccompanied Minor service, You must provide us with the booking confirmation, proof of payment and all relevant details regarding the Student.
- 3.5. We are not responsible if a Student is unable to travel, board a flight, or attend a Course due to Your failure to comply with airline requirements or other travel regulations. You agree to reimburse Us for any reasonable additional costs We incur as a result.
- 3.6. If You change flight details after a transfer has been booked, You must notify Us immediately by email and confirm the changes by phone. You will be responsible for any additional costs arising from providing incomplete or inaccurate flight information. If You book flights outside the dates and times listed for standard transfers, We may be able to arrange an alternative transfer for an additional minimum charge of £250.
- 3.7. While We will make reasonable efforts to ensure the Student catches their transport (flight or train), We cannot accept responsibility for delays, missed flights, or other losses beyond Our control.

4. Programme:

- 4.1. The Course prospectus is prepared by Us (Exportise Ltd). It is not issued on behalf of any of the host Schools or external venues used by Us.
- 4.2. Any nationality or language targets referenced by Us are provided for guidance only and reflect previous statistics. While We will use reasonable efforts to achieve such targets, no guarantees are made regarding the composition of participants on any Course.
- 4.3. Accommodation requests submitted by parents cannot be guaranteed. The School reserves the right to allocate accommodation at its discretion, taking into account availability, the needs and wellbeing of all Students, and the School's operational requirements. We will, however, make reasonable efforts to accommodate requests where possible.
- 4.4. By booking a place on the Horse Riding programme, the Authorised Adult confirms that the Student has a minimum of one year's prior riding experience and is competent to participate in the activities offered. It is the responsibility of the Authorised Adult to ensure that the Student has appropriate clothing and protective equipment as required for safe participation in horse riding. We, or Our external

provider delivering the activity, reserve the right to refuse participation if, in Our reasonable opinion, the Student does not meet the minimum experience requirement or does not have appropriate equipment or clothing. In such circumstances, no refund or alternative activity will be provided.

- 4.5. By booking a place on the Multi-Sports programme, the Authorised Adult consents to the Student participating in a range of activities, which may include off-site sessions delivered by vetted third-party providers (for example, but not limited to, Go Ape, Ardingly Reservoir, or other providers offering climbing, kayaking, water sports, or similar activities). Participation in these activities is subject to the conditions set out in clause 11.10. We, or the external provider delivering the activity, reserve the right to refuse participation if, in Our reasonable opinion, the Student is not suitably prepared, appropriately equipped, or otherwise unable to take part safely. In such circumstances, no refund or alternative activity will be provided.

5. **Cancellation & Refunds**

- 5.1. To cancel a Booking, You must inform Exsportise Ltd by email to admin@exsportise.co.uk. Proof of email dispatch is not proof of receipt and if You do not receive a response within 3 working days, You should contact us by telephone on +44 (0) 1 444 444 777.
- 5.2. If You book without meeting a School representative in person, and the Course has not yet started, You have the right to cancel the booking within **14 calendar days** of receiving Our Confirmation Letter. We will refund all amounts paid, including any Deposit. This right applies in accordance with the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. It does not apply to bookings made by Agencies or other business-to-business arrangements.
- 5.3. More than 14 days after the Booking, If, for any reason other than visa refusal (in which circumstances clause 6 shall apply, including medical emergency, illness or other), You cancel or curtail the Booking, all or part of Your payment will be forfeited to cover the School's costs as follows:
 - 5.3.1. Before 1 May of the year of the Course You booked: Book with confidence, We guarantee a full refund of all deposits and fees paid if You cancel.
 - 5.3.2. On or after 1 May of the year of the Course You booked: No refund due from Us (100% of the Course fee). You should contact the Insurer if You think You have a claim to recover Course fee.
- 5.4. We do not offer any refund in the case of home-sickness
- 5.5. If We do not receive Your Course fees (balance payment) on time, We reserve the right to cancel Your booking and You will not be due any refund. We will notify You of this via email

- 5.6. Supplementary Courses: Horse Riding is offered as a supplementary Course with limited capacity. The Course is only confirmed once full payment has been received. Once booked, no refunds will be made for cancellation within 14 days of the Course start date, or for cancellation or withdrawal once the Course has begun for any reason. Cancellations must be submitted in writing to admin@exsportise.co.uk; proof of dispatch will not be treated as proof of receipt, and the cancellation will only take effect once acknowledged by Us in writing.

Cancellation by Us

- 5.7. Force Majeure: We will use reasonable endeavours to provide the Course as described in Our publicity materials. We may, however, alter, postpone, or cancel any Course, accommodation, or related arrangements where this is reasonably required for effective delivery or due to circumstances beyond Our reasonable control, including (without limitation) insufficient enrolments (Student numbers), staffing shortages, war, strikes, terrorism, disease outbreaks, transport disruptions, or natural disasters (such as Flooding or Fires). If a Course is moved from the advertised location to another location which, in Our reasonable opinion, is of comparable quality, Clause 5.3 of Our Refunds Policy shall apply should You wish to cancel. In all other such cases, We will offer either a suitable alternative or Course at one of Our locations or provide a voucher (transfer of payment) for the following year (No cash refunds will be made).
- 5.8. Covid-19: We are entitled to cancel a Course at any time up to its start date if, in Our reasonable opinion, the operation of the Course is impossible, illegal, materially difficult, or uneconomic due to circumstances arising from the Covid-19 pandemic. Such circumstances may include (without limitation) a further wave of cases, renewed or extended lockdowns, or new or continuing governmental restrictions which are likely to:
- 5.8.1. (a) prevent or significantly restrict travel to the Course for a substantial number of Students;
 - 5.8.2. (b) make the operation of the Course impossible, illegal, or materially difficult; or
 - 5.8.3. (c) render the operation of the Course uneconomic.

If We postpone or cancel a Course for reasons set out in this clause, we will refund all fees paid.

- 5.9. In all cases where You are eligible for a refund or voucher (payment transfer to the following year), we will issue the refund or voucher within 60 days of receiving Your cancellation notice. Refunds will be made using the original payment method.
- 5.10. If we have issued a Voucher (payment transfer to the following year) to You and You have re-booked with the Voucher and the Course for which You put the fees

towards is cancelled for reasons outside of Our control then the Voucher will be carried forward to a Course in the same or the following year.

6. Visas

- 6.1. It is Your sole responsibility to ensure that the Student obtains all necessary visas, entry permits, and travel documents to attend the booked Course. This includes determining visa requirements, applying within sufficient time to allow for processing, and accounting for any delays by the issuing authority. You assume all risks, costs, and consequences arising from any failure to secure the required visa.

Visa Support Letters

- 6.2. If the Student requires a visa to travel to the UK and You request a Visa Support Letter for a Standard Visitor visa application, We will issue this within five working days of Your request, provided:
 - 6.2.1. (a) We have received either the Deposit or the full Course fee in cleared funds; and
 - 6.2.2. (b) You have submitted accurate and truthful information relating to the Visa Support Letter We will provide.

If the request form is incomplete or contains false or inaccurate details, we may be unable to issue the Visa Support Letter within the stated timeframe or at all.

- 6.3. You remain solely responsible for securing the Student's visa. We make no guarantee that a Visa Support Letter will result in a visa being granted and accept no liability if the application is refused or delayed.

Visa Refusal

- 6.4. If the Student's visa application is refused and they cannot attend the Course, and You provide satisfactory proof of refusal at least 21 calendar days before the Course start date, we will refund all fees paid. "Satisfactory proof" means the original written notification (or certified copy) from the UK Border Agency Entry Clearance Officer confirming the refusal.
- 6.5. If the Student's visa application is refused fewer than 21 calendar days before the Course start date, we will refund fees paid, less the Deposit. "Satisfactory proof" means the original written notification (or certified copy) from the UK Border Agency Entry Clearance Officer confirming the refusal.
- 6.6. If no visa or refusal notice has been issued due to UK Border Agency delays, and You provide satisfactory proof of this at least 21 calendar days before the Course start date, we will refund fees paid, less the Deposit.
- 6.7. No refund will be issued if:

- 6.7.1. (a) You fail to notify us of the Student's visa refusal or delay within the required 21 day timeframe before the Course starts;
 - 6.7.2. (b) The Student's visa refusal results from incomplete, inaccurate, or insufficient documentation or information provided by You, required or recommended by the UK Border Agency; or
 - 6.7.3. (c) The refusal arises from the UK or Your country's government-imposed travel restrictions (including those due to national emergency, war, civil unrest, or pandemics such as Covid-19). If satisfactory proof of such restrictions is provided, we will transfer Your Course payments for a future Course instead of a refund.
- 6.8. Force Majeure: Where a visa refusal, delay, or inability to travel results directly or indirectly from events covered under Our Force Majeure clause (see Clause 5.7), the provisions of that clause will also apply in addition to this Clause. This may affect Your entitlement to refunds or vouchers.

7. Insurance

- 7.1.** Travel insurance is provided for Students booked on Our Courses; however, it is Your sole responsibility to (a) review the scope and limitations of the cover provided, (b) determine whether it meets Your needs, and (c) obtain any additional travel and/or medical insurance necessary to cover potential medical treatment, pre-existing medical conditions, and any additional costs relating to accommodation, travel, transport, or repatriation to the Student's home country. You acknowledge that, following the UK's exit from the EU, European citizens are not guaranteed free healthcare at the point of delivery in the UK, and Your insurance arrangements should account for this.

If the Student has an alternative insurance provision, the Student must bring a copy of their insurance policy documents to the Course and present them at registration. We accept no liability for, and will not be responsible for, any claims that fall outside the scope of the cover provided, including but not limited to those arising from pre-existing medical conditions.

You are solely responsible for submitting any insurance claim directly to the insurer and for providing all required supporting documentation. We will not submit or manage claims on Your behalf, nor will we be liable for any refusal, delay, or reduction in settlement by the insurer.

8. Incompatibility & Early Departure:

- 8.1. Students must comply with all rules and regulations of the Course as specified by Us from time to time, including Our Behaviour Policy and any other policies issued by Us related to conduct and safeguarding (“Course Policies”), which can be viewed on Our websites policies and procedures page and will be provided to all Students at the start of the Course. Course Policies apply at all locations where Our Courses are held and include all oral or written instructions given by Course staff. By making a Booking, You accept that the Exsportise Policies form part of the agreement between You and Us.

Right to Exclude or Remove

- 8.2. Our priority is the safety and well-being of all Students and Staff on Our Courses and therefore, We reserve the right to exclude or remove, any Student at any time prior or during the Course if, in Our opinion:
- 8.2.1. (a) The Student is not compatible with the general enjoyment, safety, or well-being of other Students or the satisfactory administration of the Course;
 - 8.2.2. (b) the Student breaches any of Our Policies or exhibits behaviour that is disruptive, unsafe, or potentially harmful to themselves or others; or
 - 8.2.3. (c) the Student is, in Our reasonable opinion, physically or mentally incapable of participating safely.

Consequences of Exclusion or Removal

- 8.3. No refund of Course fees will be offered if a Student is excluded or removed under clause 8.2
- 8.4. You are responsible for organising and paying for any additional travel, accommodation, or other expenses incurred as a result of a Student’s exclusion or removal.

Parental or Agency withdrawal

- 8.5. If You withdraw Your Student from the Course, no refund will be offered, except in proven exceptional circumstances. Exceptional circumstances may include, but are not limited to:
- 8.5.1. Serious breaches of these Terms and Conditions
 - 8.5.2. Illness , genuine hardship, or family emergencies
- 8.6. Any decision by Us regarding whether circumstances qualify as exceptional shall be final, binding and not subject to appeal and dispute.

9. Complaints

- 9.1. It is Our aim to provide the best Course experience possible. In the unlikely event that a Student experiences a problem or difficulty during the Course, the matter

must be reported promptly by email to the Centre Manager, who has the authority and knowledge to attempt to resolve the issue.

- 9.2. If, after the Student's return home, You wish to make a formal complaint, please submit a written complaint by email to Our Head Office at admin@exsportise.co.uk within 10 days of the Student's departure from the Course.
- 9.3. English UK, an organisation affiliated with The British Council, which accredits Our Courses, operates an independent Student complaints procedure. You may contact them at complaints@englishuk.com to request a review of Our handling of any complaint following correspondence with Our Head Office.

10. Medical Care, Fitness and Risk of Injury

- 10.1. It is Your responsibility to ensure that the Student is in suitable physical and mental health to participate fully in the sporting and other activities offered during the Course. If You require clarification on the level of fitness required, or have any concerns about the Student's ability to participate, You must contact Us before making a booking. No refunds will be given if the Student is unable to take part in any aspect of the Course due to a lack of fitness, illness, injury or any undisclosed condition.
- 10.2. You acknowledge that, due to the physical nature of Our Courses, there is an inherent risk of accidents, injuries, or other physical harm. By booking, You accept and consent to the Student undertaking activities that may carry a reasonably foreseeable risk of injury. It is Your responsibility to ensure the Student does not suffer from any medical condition that may increase such risks.
- 10.3. You must inform Us in full, at the time of booking, of any physical, mental, or behavioural conditions, special needs, or other circumstances that could affect the Student's participation or require reasonable adjustments to be made. We may request further information (including, but not limited to, medical reports, doctor's clearance, or additional documentation) to assess Our ability to provide a safe environment.
- 10.4. If a Student arrives at the Course with an undisclosed or insufficiently disclosed condition, or if such a condition becomes apparent during the Course, We reserve the right—based on an informed assessment of risk—to refuse entry or require the Student to leave the Course. In such cases, no refund will be issued, and You will be responsible for all associated costs (including travel and supervision).
- 10.5. As a condition of enrolment, You must provide complete and accurate details of all known medical, physical, mental, or behavioural conditions affecting the Student, including allergies, treatment, or medication required. This information forms part of the contract between Us and You. We may require additional information, such as a follow-up call, questionnaire, or medical report from a

qualified professional, and Bookings will not be confirmed until all such requirements are met and clearance is issued in writing.

- 10.6. Right to Refuse or Condition Acceptance: We may, at Our sole discretion:
 - 10.6.1. refuse a booking if we determine that we do not have the facilities, expertise, or staffing to accommodate the Student;
 - 10.6.2. make acceptance subject to specific conditions, including additional staffing, specialist equipment, or insurance, the costs of which shall be borne by You;
 - 10.6.3. refuse entry to the Course or require removal of a Student if undisclosed or inaccurately disclosed conditions are discovered that cannot be safely managed.
- 10.7. Failure to provide complete and accurate medical information constitutes a breach of contract. In such cases, We may:
 - 10.7.1. refuse entry to the Course without refund;
 - 10.7.2. require removal without refund from the Course within 24 hours of notification;
 - 10.7.3. allow temporary access to the Course and obtain immediate medical attention for the Student should we not have access to the relevant expertise
 - 10.7.3.1. subject to clause 6.4.3. provide any treatment and/or medication as directed by a medical professional
 - 10.7.4. take any action deemed necessary to protect health, safety, and welfare.
 - 10.7.5. Failure to provide complete and accurate medical information constitutes a breach of contract, and You agree to indemnify Us against all claims, losses, damages, or costs (including medical, travel, accommodation, and staffing expenses) arising directly or indirectly from such failure. If a Student is refused after arriving at Our Courses, under clauses 6, then within 24 hours of refusal, travel arrangements will be made by Us to send the Student home and the Authorised Adult will be informed of this and will ensure that they are available to assist the Student home.
- 10.8. All costs incurred under clause 10, including but not limited to medical treatment (access to professionals), repatriation, travel, accommodation, or additional care (such as staffing costs), shall be borne in full by You
- 10.9. If the Student requires medical attention during the Course, You authorise Us to arrange and facilitate any treatment deemed appropriate. We will make all reasonable efforts to contact the Emergency Contact named on the Booking to inform them of the incident and the action taken.
- 10.10. However, in the event of an emergency where the Emergency Contact cannot be reached without delay, You irrevocably authorise the School Director, Centre Manager, Welfare Manager, or a member of Our Medical Team, acting in loco parentis, to consent to any treatment considered necessary by a suitably qualified medical professional or clinician, including (but not limited to) the administration of anaesthetic, surgical procedures, and blood transfusions.

- 10.10.1.1. You agree and acknowledge that We, Our staff, and any attending medical professionals are entitled to rely on the medical information You have provided at the time of booking, and to assume that such information is complete, accurate, and up to date.
- 10.10.1.2. By accepting these Terms, You further acknowledge and agree that: a) any such decisions will be taken in good faith, based on the medical advice available at the time; b) We, Our staff, and any attending medical professionals will not be liable for any costs, loss, damage, or injury arising from medical treatment provided in such circumstances, except where directly caused by Our negligence; and c) You are responsible for ensuring the Student has adequate insurance to cover all medical treatment costs, including any related travel, accommodation, or repatriation expenses.
- 10.11. If the Student requires prescribed medication, You must ensure it is lawful in the United Kingdom. All medication must be presented to Us on arrival in its original packaging with clear labelling, accompanied by an official doctor's or medical professional's translation of the name, dosage, and instructions. Medication will be stored securely and administered only as directed. We will not administer any medication (prescription or controlled drugs) that is illegal in the UK or deemed unsafe by Our medical advisers. The School accepts no liability for any adverse effects, reactions, or complications arising from medication supplied by You or a medical professional acting on Your behalf, provided it has been administered in accordance with the instructions supplied.
- 10.12. Medical Discretion: Our qualified staff may determine, in their sole discretion, whether a Student requires medical treatment beyond first aid. Provided We act in accordance with presented symptoms and professional advice, You agree not to hold Us liable for any decision not to seek further treatment (for more on Liability, please see clause 11).

11. Liability

- 11.1. We may take fair and reasonable action in situations not expressly covered by these Terms and Conditions, provided such action is in the best interests of the safety and well-being of Students and the proper administration of the Course.
- 11.2. We are only responsible for loss or damage You suffer that is a foreseeable result of Our breach of this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if it was an obvious consequence of Our breach or if, at the time the contract was made, both We and You knew it might happen. In any event, Our total liability to You shall not exceed the total Course fees paid, except where prohibited by law.
- 11.3. Nothing in these Terms and Conditions excludes or limits Our liability where it would be unlawful to do so. This includes: liability for death or personal injury

caused by Our negligence or that of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of Your legal rights in relation to the Course.

11.4. We are not liable for:

11.4.1. any losses or costs incurred by You as a result of Us exercising any rights contained within these Terms;

11.4.2. any losses caused by any breach of Our agreement by any person other than Us; and

11.4.3. any business losses, including loss of profits, business, contracts, goodwill or anticipated savings; or

11.4.4. loss of enjoyment due to events beyond Our reasonable control, including travel disruption, strikes, weather, or acts/omissions of subcontractors (e.g., transport companies).

11.5. Any travel or participation in the Course carries a risk of illness or infection.

This includes Covid-19, other infectious diseases, or consequences arising from a pandemic or epidemic. Provided We have taken reasonable precautions in line with current UK Government guidance and have not been negligent, We will not be liable for any illness, related costs, or consequences, including quarantine, isolation, medical treatment, travel rearrangements or repatriation, all of which shall be Your responsibility.

11.6. We do not accept responsibility for the safety, security, loss or damage of any personal belongings in the Student's possession unless such items have been formally handed in to Us for safekeeping upon arrival. We are not an insurer of property. You are strongly advised to take out adequate insurance to cover personal belongings, however caused.

11.7. While We will endeavour to remind Students to pack and collect all belongings and valuables from the Course Administrator, We are not responsible for belongings left with Us, including passports, tickets, cash or valuables. Any costs incurred by Us in assisting with the replacement of such items (including replacement passports, tickets or other documentation) will be charged to You.

11.8. Where We have reasonable grounds and/or clinical evidence to believe that a Student may have an infectious or contagious condition, We may require an Authorised Adult to remove the Student from the Course within 24 hours of notification. All costs associated with removal, return, and any consequential losses are Your responsibility.

11.9. Where We have grounds to believe that a Student has engaged in harassment, abuse, dangerous behaviour, or any conduct in breach of Our Behaviour Policy, We may require the Authorised Adult to remove the Student from the Course within 24 hours of notification, without refund. You shall be responsible for all associated costs, whether direct or indirect, incurred by Us in arranging the Student's return.

- 11.10. Third-Party Activity Providers: Certain elements of the Course may be delivered by external specialist providers, including but not limited to horse riding stables. These providers are solely responsible for the content, instruction, equipment, supervision, and safety of activities during their sessions. We are not liable for any loss, damage, injury, or expense arising from acts or omissions of these external providers or their staff during the delivery of such activities, except where directly caused by Exportise Ltd's own negligence. You acknowledge that participation in these activities carries inherent risks associated with sport, physical activity, and animal interaction, and that the external providers are the primary duty holders for managing those risks during their sessions.
- 11.10.1. All external activity providers are required to:
- 11.10.1.1. Maintain appropriate public liability and professional indemnity insurance at levels satisfactory to Exportise Ltd (Us).
 - 11.10.1.2. Provide evidence of such insurance upon request.
 - 11.10.1.3. Comply with all applicable laws, safety regulations, safeguarding requirements, and risk management protocols.
 - 11.10.1.4. Indemnify and hold harmless Exportise Ltd against any claims, losses, costs, or expenses (including legal fees) arising from their acts or omissions in the delivery of the programme.
- 11.11. Nothing in these Terms limits Your statutory rights as a consumer.

12. Data Protection

- 12.1. We collect and process personal data in connection with the provision of Our Courses and related services. We agree to comply with all applicable laws and regulations relating to data protection and privacy, which at the date of these Terms and Conditions includes the UK Data Protection Act 2018, the UK GDPR, and any successor legislation
- 12.2. We may capture photographs or videos of Students for use, including (but not limited to) in Our publications, on Our website, social media channels, or in partner promotions (e.g., Arsenal Football Club, Adidas). By submitting a Booking, You consent to this use unless You notify Us in writing via the relevant consent forms before the Course begins.
- 12.3. We may share personal data with trusted third parties where necessary for the delivery of Our services, including agents, transport providers, and sports coaches. Any sharing will comply with Data Protection Legislation.
- 12.4. Full details on how we collect, use, store, and protect personal data, as well as Your rights, are available in Our Privacy Notice on Our website.

13. Intellectual Property

- 13.1. All content on Our Website, photos, marketing materials, training documents, scripts, and any other materials related to Our Courses, including any intellectual property rights therein, are owned by Exsportise Limited or Our licensors (“Materials”) and are protected by copyright and other intellectual property laws. All rights are expressly reserved.
- 13.2. “Exsportise,” “Exsportise Summer Schools,” “English Through,” and related logos are trademarks of Exsportise Ltd. We also use certain third-party trademarks, including Arsenal Football Development logos, under partnership agreements. Any use of Our trademarks or third-party trademarks referenced in Our Materials is strictly prohibited without Our express written consent.
- 13.3. You may not reproduce, duplicate, copy, sell, resell, or otherwise exploit the Materials for commercial purposes without Our prior written consent. Systematic extraction or reuse of Materials by automated or manual means, including web crawlers, is prohibited without express permission.
- 13.4. All intellectual property rights in the form and content of Our Courses belong to Exsportise Ltd. No Exsportise or Course-related materials may be reproduced, copied, or used for commercial purposes without Our written consent.

14. General

- 14.1. Headings are for convenience only and do not affect interpretation of these Terms.
- 14.2. Certain laws require some information we provide to You to be in writing. You acknowledge that most communications from Exsportise Ltd (“We”, “Us”) will be electronic, though we may occasionally contact You by post. You agree to receive communications, notices, contracts, and other information electronically, including via email or notices posted on Our Website. Such electronic communications satisfy any legal requirement for written communication.
- 14.3. All notices or communications You wish to send to us must be addressed to Our registered office at Aberdeen House, South Rd, Haywards Heath, West Sussex, RH16 4NG or by email to admin@exsportise.co.uk
- 14.4. You are responsible for keeping Your contact details up to date. Notices from us may be delivered via the Website, email, or post to the addresses You provided when booking a Course. Notices will be deemed received immediately if posted on the Website, 24 hours after sending by email, or three days after posting by letter. Proof of sending by post or email will be sufficient to demonstrate proper service.
- 14.5. Each party agrees to keep confidential any information relating to the other party’s business or affairs, except where disclosure is required by law, the information is trivial or publicly available other than through breach of this clause, the information is already lawfully in the recipient’s possession, or disclosure is

made to employees, associates, or contractors bound by equivalent confidentiality obligations, or with prior consent of the other party.

- 14.6. The contract between You and Exsportise Ltd is binding. You may not transfer, assign, charge, or otherwise dispose of this contract or any of Your rights or obligations under it without Our prior written consent. We may, at any time during the term of the contract, assign, transfer, subcontract, charge, or otherwise dispose of Our rights or obligations, provided the recipient agrees to comply with these Terms and Conditions for Your benefit.
- 14.7. Failure by us to enforce any right or obligation under these Terms and Conditions does not constitute a waiver. A waiver of any breach by You will not constitute a waiver of any subsequent breach. Any waiver by us must be expressly stated in writing.
- 14.8. These Terms and Conditions are intended to be fair and reasonable. If any provision is found invalid or unenforceable by a court, it shall be modified or partially deleted only to the extent necessary to make it valid, and the remaining provisions shall remain in full force and effect.
- 14.9. These Terms and Conditions, along with any document expressly referenced in them, govern this contract. We are responsible for statements made by Our duly authorised agents, but any changes or variations to these Terms must be confirmed in writing.
- 14.10. These Terms and Conditions and Your booking are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

These terms and conditions were last reviewed September 1st 2025.

We are accredited by The British Council and BAPA, and are also members of English UK (Young learners).