

# TERMS & CONDITIONS

## INTRODUCTION

At Mypro, the safety and welfare of our juniors is our number one priority. We are a well-experienced team, available 24 hours per day to provide pastoral care and support. The setting of our camp, St Andrews, is renowned as a safe university town. It offers a fun environment for juniors to have one of the best experiences of their lives. However, to ensure the safety of the juniors, there are certain terms and conditions, as well as rules and regulations, that the campers are expected to adhere to. By applying to Mypro Golf Camp, juniors agree to abide by the rules and regulations set out in these terms and conditions and any additional rules and regulations detailed on arrival.

## TERMS & CONDITIONS

By making an application, the parent or guardian (referred to as 'guardian' in these terms and conditions) and the junior accept that;

1. These together with the sections headed 'payment' and 'other information' are the terms and conditions of the contract between them and Mypro Golf;
2. The guardian and junior are bound by that contract jointly and severally;
3. They have each read and accepted the terms and conditions and have each read and accept, and undertake that the junior will abide by, the rules and regulations;
4. All information supplied in connection with the application is accurate, complete and true and they will inform Mypro Golf of any changes to such information, in particular of;
  - a. Any new, or changes to an existing medical condition or travel plans which are relevant to the ability of Mypro Golf to cater for and look after the junior; and
  - b. The contact details of the guardian;
5. An application is made for the named junior and cannot be transferred to another named individual except as stated in the cancellation/ refund policy. In addition, the payment made cannot be transferred to another junior or another camp – the camp and year applied for cannot be transferred to another date except as stated in the cancellation/ refund policy;
6. The guardian acknowledges and agrees to assume and be fully responsible for any and all property or other damage to the room or any other facilities used by the junior when attending a Mypro Junior Golf Camp;
7. Mypro Golf is not responsible for lost or stolen articles or money. Please DO NOT bring valuable items;
8. The credit card number on file will be charged for any unpaid balances, damages, extension fees and/or expenses incurred during the stay;
9. The guardian will be contactable on the telephone numbers given on the application form throughout the junior's time travelling to, attending and returning from the relevant program;
10. No other person's consent is required for the junior to attend the program;
11. The guardian and the junior indemnify Mypro Golf and will keep Mypro Golf indemnified against any claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of participation in the program or from the guardian or the juniors breach of the contract or violation of the rules and regulations;

12. Mypro Golf intends to run the relevant camp in accordance with the descriptions in its most recent brochure and/or most recently published on its website, but reserves the right to make any amendments to the camps at its absolute discretion and in such a manner as it considers appropriate;
13. The guardian and junior are fully aware of the risks associated with golf, including the possible reckless conduct of other participants. Both have carefully read this agreement, agree to accept any and all inherent risks of property damage, personal injury or death and agree to it voluntarily;
14. The guardian hereby requests that the junior being registered be accepted for participation in the Mypro Golf Camp. The guardian agrees to assume the responsibility for any accident or injury while the participant is engaged in any golf programs/ Mypro Golf Camp activities, do hereby release and absolve Mypro Golf Ltd, their staff, instructors, teaching professionals and supervisors from any and all claims, demands, injuries, damages, actions or causes of action. The guardian holds harmless of any responsibility, the instructors, facility or any persons involved with this program;
15. In the event of "force majeure" such as fire, flooding, infectious diseases, epidemics, pandemics, acts of god, government, terrorism, natural disaster, labour conditions and power failures and other events out with the company's reasonable control which may cause the closure of the camp or prevent the company from running the relevant program, no refund of fees will be made, except at Mypro Golf's discretion or as stipulated in the refunds and cancellations section;
16. The guardian and junior hereby grant, release, and quit claim to Mypro Golf royalty free the right and authority to use, reproduce, and distribute, quoted material, the juniors photograph, likeness, recorded voice or videotaped filmed appearances for promotional and advertising purposes as Mypro Golf in its sole discretion will deem appropriate. The guardian irrevocably consents to data relating to the junior, collected by Mypro Golf in connection with the Mypro Golf Camps, being used for the purposes of associated promotion with Mypro Golf;
17. These terms and conditions contain the whole agreement between Mypro Golf and the guardian and junior in relation to all aspects of the camp. No statements, understandings, agreements or warranties made orally or in writing, on the website, in the brochure or elsewhere shall have any relevance to these terms and conditions. Any changes to these terms and conditions will only have effect if made in writing and signed by both parties. These terms and conditions supersede all previous agreements, arrangements and understandings but nothing herein shall be read or construed as excluding liability resulting from any fraudulent act or omission by any party;
18. These terms and conditions and all rights under them may be assigned or transferred by Mypro Golf but not by the guardian or the junior;
19. Scottish law will govern these terms and conditions and the parties submit to the non-exclusive jurisdiction of the Scottish courts.

## OTHER INFORMATION

### APPLICATION PROCEDURE

Juniors are accepted subject to space and on receipt of full application form. Applications must meet necessary criteria, such as age restrictions and golf handicap unless otherwise stated by Mypro Golf.

### PAYMENT

Upon receipt of application, full payment of the deposit must be received within 7 days of acceptance otherwise the space will be released for other applicants. For applications made after January 1st 2021 (for winter camps) and May 1st 2021 (for summer camps), full payment must accompany the application.

### INCLUDED IN PROGRAM FEE

Accommodation, full board, tuition, green fees, excursions, entertainment, welcome pack, prizes and airport transfers, providing that the junior arrives within the stated timeframes and at the specified airport.

### NOT INCLUDED IN PROGRAM FEE

Medical Insurance and expenses, travel insurance, transport to and from home city, airport transfers outside stated times, pocket money and souvenirs.



## CANCELLATIONS AND REFUNDS

If you wish to cancel a Camp booking for any reason, you must do so in writing to [hello@mypro.golf](mailto:hello@mypro.golf)

The contract may be cancelled within 14 days of receiving notice of acceptance and a full refund payable of any fees received, less any bank charges incurred. Thereafter the full outstanding fee becomes due and payable.

a) If cancellation occurs more than 60 days prior to the camp start date: voucher for 100% of the camp fees paid (less £25 administration charge)

b) If cancellation occurs more than 30 days prior to the camp start date: voucher for 50% of the camp fees paid (less £25 administration charge)

c) If cancellation occurs more than 15 days prior to the camp start date: voucher for 25% of the camp fees (less £25 administration charge)

d) Cancellation within 15 days of the camp start date or after the camp start date: no refund of camp fees

e) If cancellation occurs due to the following reasons, you will receive a voucher for 100% of all fees paid: Student contracts COVID-19; Student is unable to travel to Camp due to travel restrictions or quarantine caused by COVID-19; Camp registrations do not reach minimum number required. A cancellation on these grounds will be verified against government legislation and will require supporting evidence.

Should a junior have to cancel for a medical reason other than COVID-19, this request must be supported by an appropriate doctor's certificate in English. In the event that the cancellation is made at least 21 days before the start date of the camp, a voucher will be issued for all fees paid to Mypro, less a £500 administration fee, and will be eligible for use through the following two calendar years.

In the event that any discounts were applied when booking, (i.e. multi-week/multi-junior) and the cancellation of part of the booking would no longer mean that the booking is eligible to receive these discounts, this would be factored into the value of the voucher. Vouchers are valid for two calendar years. All vouchers are transferable to any family member, providing they meet entry requirements (as advertised). In the event of a price increase, the difference will have to be paid on registration for the following year.

In the event that a cancellation occurs due to 'force majeure' such as fire, flooding, infectious diseases, epidemics, pandemics, acts of god, government, terrorism, natural disaster, war, labour conditions and power failures and other events out with the guardian or Mypro's reasonable control that prevent the junior from attending, no refund of fees will be made, except at the camps discretion and in accordance with the cancellation policies stated above.

We highly recommend parents purchase cancellation insurance in the student's country of residence, in order to ensure full reimbursement for cancellation before the start of the camp, or in case of early departure from the camp due to accident, illness, death of a family members etc.

## JUNIORS REQUIRING A VISA TO ATTEND & VISA REFUSAL

In some instances, juniors may require visa support documents and these can be issued on request. Applicants are encouraged to apply for a visa as soon as their place on a camp is confirmed to ensure there is enough time for the visa to be processed. If a junior's visa is denied and Mypro are notified by May 1st, a voucher for all fees paid to Mypro will be issued for use in the following calendar year. After May 1st, applicants are not eligible for any refund. By agreeing to these terms and conditions, applicants must keep Mypro updated with the progress of their visa application and immediately inform Mypro of any issues. It is the sole responsibility of the applicant to apply for their visa to the UK.

## TRAVEL INSURANCE

All juniors must have relevant travel insurance; we recommend insurance that is fully comprehensive. Mypro is not responsible for any deficiencies in your insurance policy. In addition, Mypro is not responsible for lost or stolen articles or money and does not cover any damages or breakages of personal items. Juniors must take responsibility



for their personal possessions.

### **MEDICAL INSURANCE**

Guardians and juniors are responsible for informing us on application of all medical, dental, dietary, educational or other special needs regarding the junior. All costs related to those needs including medical and dental care, tests, allergy, shots and prescriptions are the responsibility of the guardian. Applicants should ensure that they have appropriate medical insurance to cover any medical treatment received while in the UK. This must be purchased before arrival at Mypro. All bills from health facilities used by Mypro on behalf of a junior will be sent to the guardian for payment.

### **EMERGENCY MEDICAL CARE**

In the event of an emergency, the parent/guardian authorises Mypro to contact and secure, if necessary, medical attention for their son/daughter. If emergency or surgical treatment is required and the parent/guardian is not contactable (all efforts will be made to contact the parent/guardian in the first instance) the parent/guardian gives permission for a Mypro representative along with senior management to secure whatever medical treatment may be required as advised by a medical professional.

### **TRAVEL DOCUMENTS/VISAS**

A valid passport is essential for travel to the UK with an expiry date of at least 6 months beyond the end date of your visit. All juniors are responsible for arranging appropriate travel documentation, such as visas, where required, see above, 'juniors requiring a visa to attend/visa refusal'.

### **TRANSPORT & TRAVEL**

All juniors arriving and departing from Edinburgh International Airport on the stated dates will be transferred to and from our campus free of charge as long as they arrive within the departure time of summer school coaches. Mypro must receive all flight/travel information by 1st June.

### **DISMISSAL FROM PROGRAM**

We reserve the right to dismiss any junior found in breach of Mypro's Terms and Conditions/ Rules & Regulations. Should a junior violate any of these rules, Mypro has the right to dismiss or exclude the junior from the program and, in extreme cases, repatriate that junior at the junior's/guardian's own expense, in any case, without refund.

### **CHANGES TO THE PROGRAM**

We reserve the right to change or cancel courses, and to modify the program, including which University Halls of Residence juniors will stay in and location of programme delivery, as circumstances dictate. We will advise juniors of any changes that significantly alter the program they have selected.

### **RESPONSIBILITY/LIABILITY**

Mypro will exercise due care in arranging and conducting the program. However, we cannot assume responsibility or liability for any damage, loss, claim or injury of any kind whatsoever resulting from any act of omission, commission or inadvertence of any accommodation provider or carrier or other company or person rendering any of the services required as part of the program. Nor can Mypro be responsible for any junior who leaves the program (with or without Mypro's consent) or who breaks the rules and regulations and in doing so suffers loss or injury. Causing harm to yourself or others will not be tolerated.

To the maximum extent permitted by law, Mypro excludes liability for any loss or damage of any kind however arising, including, without limitation, any direct, indirect or consequential monetary or other loss suffered by a guardian or junior as a result of the junior taking part in one of Mypro's programs but if Mypro is held by a Scottish court to be directly responsible for any such loss or damage, we will pay to the guardian or junior who has suffered loss up to the amount equal to the price paid to Mypro for the relevant program.

Mypro will not assume responsibility or liability for any damage, loss, claim or injury resulting from events beyond its control including, without limitation, acts of God, strikes, incidents of terrorism, politically or religiously motivated violence, war, sickness, government restrictions or regulations, weather, quarantines or wilful or negligent acts of third parties or suppliers to Mypro.

