



2020 PSA Rugby Academy Non-Residential Package Booking Terms & Conditions - IRE (as at 21/06/2020)

Due to the COVID19 crisis, the format and details of the 2020 PSA Rugby Academy programmes in Ireland have been required to be redesigned and relaunched. On the basis of these material changes, we have updated our booking terms and conditions as per the below - please be sure to read them carefully and contact us via info@psaacademies.com should you have any questions relating to them.

1. Our Programme Benefits

Our programme benefits correspond to the description on our website, as well as any programme documentation or information that you will be issued to you as part of your booking, including any confirmation emails, pdf tickets, infographics, welcome packs and/or any other relevant documentation issued. Programmes are subject to alteration, with reasons including but not limited to any changes in Government COVID19 guidelines, any significant safety concerns, inclement weather, unforeseen changes in venue availability, a failure to reach minimum package booking numbers etc. In the event of any package being materially impacted, either in terms of rescheduling, postponement or cancellation, any affected customers will always be offered a full credit towards booking fees previously paid, via the 'Account Funds' section of their PSA Academies Account for use in booking an equivalent programme in 2020 or future years (up to a maximum of 2 years).

In advance of attending any Academy programme, it is critical that customers inform us of any special requirements that their participant has prior to their arrival (either via the booking process or a subsequent player information request form), and we will do all we can to accommodate these requests where possible, albeit we cannot guarantee this without sufficient notice. Any alterations or additions to bookings with Klub Group Ltd., trading as PSA Academies, should be made in writing to sales@psaacademies.com.

All prices shown are also inclusive of VAT, calculated under the Tour Operators Margin Scheme. Due to this special VAT scheme, we are unable to issue invoices showing an exact VAT breakdown and customers will not be able to reclaim VAT against charges from Klub Group Ltd., trading as PSA Academies. Should the VAT regulations change after the time of booking, we reserve the right to surcharge or refund the consequent price difference.



2. Booking and Contract

Customers enter into a contract, which is binding, as soon as they receive their booking confirmation via email, having paid the minimum deposit or full package price to secure their place. The counterparty in this contract will be the lead adult/parent/legal guardian person named within and responsible for the online booking made.

3. Full Payment Terms

All 2020 Academy bookings made, on or after Monday 22nd June 2020, must be paid for in full (less any discount that may be applicable via a qualifying coupon applied to the booking) at the time the booking is made. Klub Group Ltd., trading as PSA Academies, reserves the right to withdraw and resell any packages for which customers fail to make full. Any bank charges involved in booking must be met in full by the person making the booking.

4. Cancellation by the Customer

Under normal circumstances, booking fees paid towards a package that is cancelled by the customer is non-refundable by Klub Group Ltd., trading as PSA Academies.

However, in extenuating circumstances where a package is cancelled prior to the package start date and the relevant booking(s) is not reclaimable via the Endsleigh travel insurance policy cover included as standard with all Academy bookings (see the policy documents [here](#) and [here](#)), Klub Group Limited, trading as PSA Academies, is entitled to apply the following charges;

- (i) Cancellation before final package payment deadline (or any alternative date that the customer has been notified about in writing) – the deposit paid (up to 40% of the full package cost) as part of the initial package booking;
- (ii) Cancellation after the final package payment deadline (or any alternative date that the customer has been notified about in writing) – the full booking fee paid as part of the initial package booking

At our own discretion, Klub Group Limited, trading as PSA Academies, may offer customers who might ordinarily have lost their deposit and/or final balancing booking fee payment due to the above standard terms, a part or full credit via the 'Account Funds' feature which can be used to book an alternative 2020 PSA Rugby Academy place if availability permits or otherwise be spent on the PSA Academies website over a period of 2 years from the



date issued. Please note that any 'Account Funds' credits, once accepted in writing or via a credit acceptance form such (example [here](#)) are non-refundable as cash but may be transferrable to a third party subject to formal request and confirmation via info@psaacademies.com

5. Cancellation by Klub Group Limited, trading as PSA Academies

In the possible event that we, Klub Group Limited, trading as PSA Academies, are required to make significant changes to the package terms, specifically the postponement or cancellation of part of or the full package of any Academy programme due to unavoidable and extraordinary circumstances beyond our control, the customer will be offered an credit via the 'Account Funds' feature (see info [here](#)) for the full value of the booking fees already paid (including any deposit and/or final balancing booking payment) which can be used to book an alternative 2020 PSA Rugby Academy place if availability permits or otherwise be spent on the PSA Academies website over a period of 2 years from the date issued.

If the package is cancelled by force majeure, that is to say the package is cancelled by reason of unusual and/or unforeseeable circumstances beyond the control of Klub Group Limited, trading as Klub Group Limited, trading as PSA Academies, in advance of the package start date, either party are within their rights to terminate the contract. Klub Group Ltd., trading as PSA Academies, will offer an online credit via the 'Accounts Funds' feature for the full value of the booking fees already paid (including any deposit and/or final balancing booking payment) which can be used to book an alternative 2020 PSA Rugby Academy place if availability permits or otherwise be spent on the PSA Academies website over a period of 2 years from the date issued. Klub Group Ltd., trading as PSA Academies, will not be liable for any additional compensation.

In the event that there are significant and clear mitigating circumstances where a customer is not in a position to avail of any online credit issued, the customer must complete the Credit Confirmation & Refund Request Form [here](#) or send a written request for a partial or full refund within 14 days of the issuing of the online credit voucher via email to refundrequest@psaacademies.com. After the 14 days period outlined, Klub Group Limited, trading PSA Academies, will no longer be obliged to consider any such refund request made.

In the event that the behaviour of any customer/participant clearly contravenes our programme rules/the terms of your contract and negatively impacts the delivery of the package programme, Klub Group Limited, trading as PSA Academies, reserves the right to immediately



cancel the contract. In this case, any claims for compensation via the Endsleigh travel insurance policy will be null and void. Additional costs will be at the full and sole expense of the customer. Klub Group Limited, trading as PSA Academies, also reserve the right to charge the customer for any damages/breakages that the participant has been positively identified as having deliberately or wantonly caused.

6. Minimum Numbers

A minimum number of participants need to book each package to enable the advertised package to take place. If this number is not achieved by 21 days before the package start date, Klub Group Limited, trading as PSA Academies, reserves the right to cancel the package and notify all affected customers of same at their earliest convenience. All affected customers will be offered an online credit voucher for the full value of the booking fees already paid (including any deposit and/or final balancing booking payment) which can be used to book an alternative 2020 PSA Rugby Academy place if availability permits or otherwise be spent on the PSA Academies website over a period of 2 years from the date issued. Klub Group Ltd., trading as PSA Academies, will not be liable for any additional compensation.

Klub Group Ltd., trading as PSA Academies, will operate a waiting list for all sold out packages and in the case of an undersold package being cancelled, will, at their absolute discretion, contact the customers on their waiting list who are best suited to the newly available places on the Academy programme involved.

7. Liability

Klub Group Ltd., trading as PSA Academies, carries all legally required insurance coverage required to run the packages that it offers.

This includes public liability insurance protection to the value of €10/£10 million. Klub Group Limited, trading as PSA Academies, strongly advises that no items of significant value are to be brought by participants on any package programmes purchased. Each participant's personal belongings are their sole responsibility during their attendance at any 2020 PSA Rugby Academy programme. Klub Group Limited, trading as PSA Academies, does not accept any liability for any accident, loss or damage to personal belongings (including electrical devices and jewellery). Klub Group Limited, trading as PSA Academies, cannot be held liable for any medical expenses incurred as a result of injuries incurred



within our programme delivery. Through entering this contract, the customer permits the representatives, employees and agents of Klub Group Ltd., trading as PSA Academies, to administer basic first aid. In the event of a serious accident, we will attempt, by all available means, to contact the player's parent / legal guardian / emergency contact but in a situation where contact is not possible and it is necessary to escalate medical treatment, representatives, employees and agents of Klub Group Ltd, trading as PSA Academies, will act as a guardian to take participants to hospital for medical professionals to treat them, including surgery and anaesthesia in case of serious or life-threatening situation.

Klub Group Limited, trading as PSA Academies, reserves the right, as per the IRFU 'Return to Rugby' guidelines issued to clubs (see [here](#)), to refuse entry or remove a player from any programme where that customer has not fulfilled any, some or all of the obligations and/or the applicable player does not pass the reasonable best practice medical checks outlined to customers in writing in advance of the programme commencement. Klub Group Limited, trading as PSA Academies, also reserves the right to refuse entry or remove any group of players from any programme where that group of players has been identified by HSE or other Government authorities as high risk or otherwise impacted individuals due to a positive test result within or external to the applicable PSA Rugby Academy programme. In the scenario where a player or group of players have been removed from one or more days of an Academy programme, the booking fees paid by that customer or group of customers is non-refundable by Klub Group Ltd., trading as PSA Academies. At our own discretion, Klub Group Limited, trading as PSA Academies, may offer customers impacted a goodwill credit via the 'Account Funds' feature which can be used to book an alternative 2020 PSA Rugby Academy place if availability permits or otherwise be spent on the PSA Academies website over a period of 2 years from the date issued.

The overall collective safety of our customers and staff at all times, but especially during the period that COVID19 restrictions exist, is paramount and any action we take for the collective good will be based on our responsibilities as outlined in our comprehensive COVID19 Operational Procedures documentation available on the PSA Academies or by request via email on info@psaacademies.com.

By accepting these terms and conditions on booking, it is understood by customers that all programme participants take part at their own risk and are required to have their own health insurance cover in place. Klub Group Limited, trading as PSA Academies, shall not be responsible for any illness, disease, accident, travel delays or loss of property, unless



occasioned by the wilful act of negligence on the part Klub Group Ltd., trading as PSA Academies, or its representatives, employees and agents.

8. Privacy Policy

Your privacy is very important to us. We save and use your personal data to analyse, manage and optimise our services to you. Your data will never be passed on to a third party without your expressed permission.

By sending us your personal data and accepting the terms and conditions, you confirm to agree with the outlined usage of personal data. You have the right to withdraw your agreement at any time by informing us in writing via info@psaacademies.com. Furthermore, you have the right to obtain information on any data relating to your use of the PSA Academies website or bookings made with Klub Group Ltd. trading as PSA Academies.

By booking a package with PSA Academies, you are opting in to PSA Academies potentially using your participant's image within photographs, video or other content to be used to promote the PSA Academies brand. As the parent/legal guardian of a participant on a PSA Academy package programme, you will be automatically included in a WhatsApp broadcast group for updates from that programme. Your data or messages to PSA Academies will not be visible to other customers included in this group and should you contact us wishing to be removed from any such communication, this will be done at the nearest possible opportunity, with your details removed from any such future communication.

9. Complaint

Any customers wishing to lodge a complaint must communicate at the earliest possible opportunity with our Academy management team via the WhatsApp Broadcast Group specific to their PSA Rugby Academy programme.

If the programme delivery team are unable to resolve the problem via this channel, the customer will be required to escalate the problem to the Klub Group Ltd, trading as PSA Academies, Operations team on info@psaacademies.com.

In the event that customer remains unhappy with the resolution of the issue at the end of the package programme, they must notify us in writing within 28 days to allow Klub Group Ltd, trading as PSA Academies, time to fully and comprehensively investigate the complaint lodged. They must send their letter of complaint to;

Customer Services,



Klub Group Ltd. (T/A PSA
Academies), 12 Bury Street
Stowmarket
IP14 1HA
UK

In the event that any complaint is not adequately reported or does not follow the above written escalation process, our ability to investigate the issue could be seriously hampered and we may not be able to address the issue in the manner required.

The customer retains their consumer rights and for claims of less than €2,000, these may be pursued through the Small Claims Court. Otherwise, all disputes which arise between the parties, in connection with this booking, or the subject matter of this booking, shall be decided by an arbitrator agreed by the parties or, in the absence of agreement, appointed by the Chartered Institute of Arbitrators.

For customers from the Republic of Ireland, in accordance with the Arbitration Act 2010, the determination of the Arbitrator as to factual matters in dispute and such award as he may make are final. Neither party has a right of appeal except as specified in section 11 of the Arbitration Act 2010.

10. Organiser's Details

Klub Group Ltd (T/A PSA Academies)

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