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Who you are booking with

These terms and conditions apply to all bookings made by the customer (referred to as “you” or “your”) for the participation in trial lessons (“Trial Lesson”) with the club (“Organiser” “us” or “we”), through the website.

For the purposes of NEST Payment Processing (as defined below) only, you are contracting with NEST Management Limited, a limited liability company registered in England with its registered office at Unit 3.2 Wilford Business Park, Ruddington Lane, Nottingham NG11 7EP (“NEST”).

NEST provides the software system and transactions infrastructure by which we make Trial Lessons available for booking online through the website. NEST facilitates the transaction between you and us. NEST simply handles the booking process and collection of payments on our behalf when you book a Trial Lesson.

We may modify these Terms and Conditions occasionally, should you not agree with the Terms and Conditions or are unclear with any aspect please contact us. Our contact details can be found on our website. If your query relates to NEST Payment Processing, please contact us on paymentservices@nestmanagement.co.uk. Any changes made after you have made a booking will not affect that booking unless we are required to make the change by law.

Terms

Please read these Terms and Conditions carefully before making any booking on the website. By making a booking you agree and accept these Terms and Conditions. If you are booking on behalf of a third party, for example as a parent or legal guardian making a booking on behalf of a child under the age of 15 you are deemed to have accepted these Terms and Conditions on the participant’s behalf. For the purposes of these Terms and Conditions, reference to a “Participant” shall mean any person taking part in the Trial Lesson.

We may modify these Terms and Conditions occasionally, should you not agree with the Terms and Conditions or are unclear with any aspect please contact us. Our contact details can be found on our website. If your query relates to NEST Payment Processing, please contact us on paymentservices@nestmanagement.co.uk. Any changes made after you have made a booking will not affect that booking unless we are required to make the change by law.

Trial Lesson participation

Participants acknowledge that the Trial Lesson may be physically strenuous and that he/she/they is aware of the associated medical and physical risks involved. We reserve the right to remove any Participant from the Trial Lesson, either during or before it, due to ill health, or other reason (at our discretion) that may render the participant unfit to safely complete the Trial Lesson.



Participants agree to abide by all Trial Lesson rules, regulations and instructions issued by or on our behalf as the Organiser. The Participant understands that he/she/they will not be entitled to a refund of the fees if he/she/they is/are disqualified from the Trial Lesson as a result of infringement of any such rules, regulations or instructions.

Completing an order

Before booking a Trial Lesson, please carefully review all aspects of the lesson, including Trial Lesson restrictions, rules, dates, pricing and charges.

Before completing a booking you can review your booking. Once you submit your order by pressing confirm in checkout you have agreed to pay the total amount due and have agreed to these terms and conditions.

Payment

Payment is made online via Worldpay using MasterCard, VISA, Apple Pay, Google Pay and Maestro.

Payment for your order is taken at the time your order is placed. The currency used is in British Pounds (£/GBP). VAT is included in all our prices.

You are required to provide payment details that are valid and correct and you confirm that you are the person referred to in the billing information provided.

Payments are collected by NEST on our behalf during the checkout procedure and NEST undertakes to pass your payment onto us on your behalf. Refer to NEST Payment Processing below for further details.

Order Confirmation

Our acceptance of your Trial Lesson registration will take place when you receive the confirmation email, sent on our behalf by NEST accepting your booking, at which point a contract will come into existence between you and us.

Pricing

All prices are displayed in British pounds (£/GBP).

If you are placing an order using a card which is not denominated in British pounds (£/GBP) your card issuer will calculate the applicable exchange rate to process the transaction. We and/or NEST are not responsible for any exchange rates.

Refunds

Once purchased, entrance to a Trial Lesson cannot be exchanged or refunded unless the Trial Lesson is cancelled, moved to another date, or details of the Trial Lesson is significantly changed



after a booking is placed. We have the discretion to agree to exchanges or refunds for any other reasons on a case by case basis.

If the Trial Lesson is cancelled because of circumstances beyond our reasonable control, including, without limitation, fire, storm, and/or flood, earthquake, explosion, terrorist act or threat of terrorist act, then save as set out in these terms and conditions, we shall not be required to grant refunds.

NEST will process any online payment of refunds on our behalf. Online payment refunds will be credited to the original payment method used. You will be notified by NEST via e-mail once your refund has been processed.

In the event that we fail to respond to a request for a refund either by refunding or denying the refund request, NEST may execute the refund on our behalf (please refer to NEST Payment Processing below).

NEST Payment Processing

Our card payment services are processed by NEST who act as our limited agent for the purposes of using third party payment service providers to collect payments made online and pass those payments onto us.

NEST Payment Processing allows us to (a) accept payment by authorised credit and debit card transactions, (b) have those funds credited to our payment account with NEST, and (c) have those funds deposited into our designated bank account.

We agree that any payment made by you to NEST will be considered the same as a payment made by you directly to us, and we will sell the ordered services to you as if we had directly received the payment from you, regardless of whether we have received the payment from NEST.

In the event that we fail to honour a refund that you believe is due under our refund policy (as set out above in these terms and conditions), you may request that NEST initiate a refund by contacting NEST on paymentservices@nestmanagement.co.uk. NEST will review the facts and circumstances and determine whether or not a refund is due in accordance with our refund policy. NEST will endeavour to complete its review within 30 days of being contacted by you. All determinations by NEST with respect to refunds shall be final on both you and us.

How we may use your personal information

We will only use your and any registered Participant's personal information as set out in our Privacy Policy a copy of which can be found on Our website. If you have any questions regarding our use of your personal data, please contact us. By agreeing to these Terms and Conditions, you acknowledge that you have read our [Privacy Policy](#) and [Cookie Policy](#).

NEST will only use your personal information as set out in NEST's Privacy Policy, a copy of which can be read at <https://www.nestmanagement.co.uk/privacy-policy/>. If you have any questions regarding NEST'S use of your personal data, you may contact NEST by any of the following methods: telephoning NEST on +44 (0)115 945 5030; emailing NEST on enquiries@nestmanagement.co.uk or writing to NEST Management Ltd, Unit 3.2 Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP.



By agreeing to these Terms and Conditions, you acknowledge that you have read NEST's Privacy Policy and Cookie Policy.

Governing Law

These Terms and Conditions and any dispute or claim arising about of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.