

YST Healthy Movers

Terms and Conditions



These terms and conditions apply to the booking by an organisation (“the **Organisation**”) of a Youth Sport Trust Healthy Movers package.

GENERAL

Glossary

‘**Package**’ refers to the YST Healthy Movers package purchased (either Essentials or Essentials Plus).

‘**Resources**’ refers to all resources (digital and hard copy) within the Package, including Toolkits and Home Packs.

‘**Training**’ refers to Healthy Movers training and Family Engagement training within the Package, as appropriate.

‘**YST**’ refers to Youth Sport Trust.

Terms of Use

- The Package is available to access within 12 months of the date it was purchased, once full payment has been received by YST.
- Any Resources and Training that have not been used within 12 months are non-refundable and cannot be transferred or rolled over.

Prices

We reserve the right to increase the cost of Packages throughout the year. Please note that this does not affect organisations that have already purchased such Packages prior to the price increase coming into effect.

Payment

Payment shall be made by the Organisation to the YST within 30 days of invoice receipt and must be received by YST prior to the date of the Training. Any associated Resources will be dispatched in time for the Training.

If payment is not made within 30 days of the invoice date, YST shall reserve the right to claim interest on the overdue amount at 8% per annum above the Base Lending Rate of the Bank of England, calculated daily from the due date until the date that the payment is made.

Please contact us on 01509 462694 or email healthymovers@youthsporttrust.org if you have any queries.

Communications

If your contact information changes, please email healthymovers@youthsporttrust.org.

PACKAGE

Training

Bookings

YST’s Healthy Movers Team will support the Organisation with their booking. YST need a **minimum of eight weeks’ notice**, i.e., between the date of booking and the Training date.

All Training logistics and costs (e.g., venue and refreshments) are the sole responsibility of the Organisation.

All Training content and delivery is the responsibility of YST.

It is the Organisation’s responsibility to liaise with the YST deliverer on any accessibility needs of the delegates.

It is the Organisation’s responsibility to ensure all delegates register their place on the Training via the electronic link. This ensures that their personal data will be processed in accordance with data protection legislation. YST will return a list of registered delegates to the Organisation prior to the Training, to be used as a register on the day. Any additional delegates must register via the link. The Organisation will be responsible for completing and returning the register to YST within 48 hours of the Training taking place. YST will provide access to digital resources and distribute certificates on receipt of the completed register.

Evaluation

YST will provide online survey links to gather reach and impact data, which will be shared with the Organisation. It is the Organisation’s responsibility to promote the completion of the surveys by delegates within the agreed timeframe.

Cancellation and rescheduling

We accept that occasionally it may be necessary for an Organisation to cancel or reschedule Training. Notice to cancel or reschedule Training must be submitted to YST in writing. Please note that it is the Organisation’s responsibility to ensure that this written notice has been received.

The notice period required for cancelling or rescheduling Training is a **minimum of two weeks before the Training delivery is due to take place**. To enable us to cover our administration costs, cancellations with less than two weeks' notice may be subject to a charge, as YST may still be required to pay the Training deliverer.

For the avoidance of doubt, the Organisation will retain responsibility for informing delegates of the Training cancellation or rescheduling. YST shall not be liable for any loss, liability, costs, damages or expenses arising from such cancellations or rescheduling.

It is the Organisation's responsibility to confirm delegate numbers for Training to YST two weeks prior to the Training date. YST reserve the right to cancel or postpone Training if confirmation of delegate numbers is not provided.

Any rescheduled Training must be delivered before the end of the 12-month period following Package purchase and can only be rescheduled once.

In the unlikely event that YST are unable to service Training, YST will undertake its best endeavours to reschedule as soon as possible, for a mutually convenient date.

Delegate numbers

The standard minimum number of delegates for Training is eight and the maximum number is 20. Please note that venue restrictions may also apply.

Please email healthymovers@youthsporttrust.org if you require any further information on the Training.

Unforeseen Circumstances

It is possible that circumstances out of our control may lead to some unavoidable disruption to delivery of Resources. However, YST is committed to undertaking all reasonable endeavours to mitigate these to ensure Organisations receive the full value of the Package they have purchased.

Data Protection

YST is committed to keeping your personal data safe and secure. All personal data will be processed in accordance with our [Privacy Notice](#), in compliance with all applicable UK data protection legislation. Individuals will be given the option to select any marketing preferences and will have the option to opt-out of communications at any time, other than those directly connected with Package your organisation has purchased.

To the extent that the Organisation processes personal data in connection with this Agreement, it acknowledges it does so as an independent controller and shall comply with all applicable data protection legislation.

YST may process personal data relating to Organisation's Personnel. The Organisation shall ensure that it makes such Personnel aware of the YST's privacy policy, which is available at: www.youthsporttrust.org/privacy-policy.

Intellectual Property

"Intellectual property" shall mean all intellectual property rights, including (without limitation) patents, trademarks, service marks, trade or business names, goodwill, confidential information, database rights, rights in designs, copyrights, and all inventions, know-how, and all similar and analogous rights.

All intellectual property rights associated with the Package, including but not limited to all Resources provided, shall remain the property of the YST. The Organisation agrees not to reproduce, sell, hire or copy such Resources in whole or in part and not to use such materials, except for the purposes of personal reference and school/setting development, without signed consent from the YST.

Liability

YST's entire liability to the Organisation arising out of or in connection with this agreement, regardless of the cause of action or legal liability, shall not exceed 100% of the fees paid or payable by the Organisation for the Package.

Amendment Log

| Version | Date | Change | Made by | Approved by |
|----------------|-------------|---------------|----------------|--------------------|
| 1 | Nov-2024 | Original | J Massey | A Elsmore |