**Terms and conditions**

**1.  Definitions**

1.1

"Carer" means the person / persons who attend the course or any part of it, with the pupil,

1.2

 "Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract,

1.3

 "Enjoy Football CIC Ltd (EF)" means the company or person with whom you have entered into this agreement,

1.4

"Course" means the session/s you are attending or enrolling on,

1.5

"Enrolment Form" means the form or email relating to the enrolment or re-enrolment of the

Pupil on the course,

1.6

"Fee" means the monetary cost per month as specified on the enrolment form,

1.7

"Coach" means the individual(s), employed or otherwise by EF to teach the Course.  Whilst every effort will be taken to maintain the consistency of the Coaches during the Course, EF unreservedly retain the right to change the coaching staff where necessary.

1.8

"Premises" means the premises where the Course takes place

1.9

"Pupil" means the child attending the course, whose details are specified by the Parent or Carer on any Enrolment Form,

1.10

Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by EF and the Parent.

**2. Acceptance of Terms and Conditions.**

2.1

All agreements relating to the teaching of the Course by EF to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.

2.2

No variation or addition to the Terms shall be binding unless agreed in writing by EF and the Parent.

2.3

The Terms shall be deemed to have been accepted by the Parent upon payment of the Fee by or on behalf of the Parent.  Payment by the Carer shall be deemed to have been made on behalf of the Parent.

2.4

The Parent and/or Carer agrees to keep the content of the EF Course and the EF Training Programme confidential and not to copy or use any aspect of the EF Programme directly or indirectly. The Parent and/or Carer agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with EF while the Pupil is a member of EF and for a period of two years afterwards.

**3. Fee and Payment.**

3.1

The Parent shall pay the Fee to EF by the 1st of each month by standing order or bank transfer. The Pupil’s place on the course is not guaranteed until the Fee is received.

3.2

The Fee is payable regardless of whether the Pupil attends any particular session. The Course will run over 50 weeks of the year with a 2-week break over the Christmas period which is factored into the Fee.

3.3

If sessions are cancelled as a result of an “Act of God” (e.g. disruption resulting from extreme weather conditions, earthquakes, etc), strikes, terrorist activity, or where local authorities/public guidance advise that classes should be temporarily suspended for health or other reasons, then no refunds will be given. Should it be necessary for EF to cancel any sessions for any other reason, as much notice as possible will be given and a pro rata refund will be given.

**4. Cancellation.**

4.1

EF may cancel this contract at any time before the Pupil commences the Course for any reason whatsoever.  EF shall not be liable for any loss or damage whatsoever arising from such cancellation.

4.3

The Parent may cancel this contract by giving a minimum of 2 weeks’ notice in writing.

**5. Parent's Responsibility.**

5.1

The Parent warrants and represents that:

5.1.1

The information set out in the Enrolment Form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify EF of any change in such information immediately.

5.1.2

When attending the Course, neither the Pupil nor the Carer will be suffering from any contagious illness, disease, injury or anything similar thereto.

5.2

The Parent acknowledges and agrees that the Pupil shall be deemed to be under the direction, care and control of the Carer throughout the Course and the Carer shall be responsible for the welfare and conduct of the Pupil throughout the Course and whilst the Pupil is on the Premises. The Parent agrees that the Carer will remain on the Premises for the duration of each session.

5.3

The Parent shall indemnify and keep indemnified EF against all loss (including loss of profit), liability, costs and expenses which EF shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

**6. Discipline.**

6.1

In the event that EF determines the behaviour of the Pupil and/or the Carer to be unacceptable, EF shall be entitled to exclude the Pupil and the Carer (or either of them) from Course and Premises permanently or for such period as EF shall (in its entire discretion) determine.

6.2

The standard of behaviour which is to be regarded as unacceptable at a Course or on Premises shall be determined by EF.

**7.  Exclusion of Liability**

7.1

Except in the case of fraud and subject to clause 7.4 below, EF, its coaches, servants, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the Pupil or any other party arising directly or indirectly or in any way connected with the attendance of the Pupil at the Course (or any part of it) or any other act or omission on the part of Enjoy EF or any of its coaches, employees or agents even if such act or omission is negligent.

7.2

The Parent agrees (for and on behalf of the Parent and the Pupil) that any claim by the Parent or the Pupil against EF or any coach, employee or agent of EF must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

7.3

The Parent acknowledges, warrants and undertakes (for and on behalf of the Parent and the Pupil) that the maximum aggregate liability of EF to the Parent and/or Pupil under these terms shall not exceed the Fee.

7.4

All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of EF, its coaches, servants, employees or agents or affects the statutory rights of the Parent or Pupil.

**8. General.**

8.1

The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.

8.2

The Parent, in agreeing to the terms of this contract, consents to their data and data relating to any Carer or Pupil being stored – for further information please see our privacy policy.

8.3 EF may take photographs and video record sessions. It is your responsibility to tell us if you do not want your child to feature in any images that we make available in the public domain through our website, social media sites, advertising and promotional campaigns.

8.4

These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is no contained herein shall be binding or form part of this Agreement.

8.5

This entire agreement shall be governed by English Law and shall fall under English jurisdiction.