



1. Introduction

1.1 The following terms and conditions ("**Terms**") as updated from time to time, apply to all Courses and Continuous Professional Development (CPD) provided by Liverpool County FA ("**LCFA**").

1.2 You should read these Terms carefully before registering on a Course and/or CPD. We recommend that you download and save a copy of these Terms for future reference.

1.3 By registering on a Course and/or CPD, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you should not register on a Course and/or CPD.

1.5 Where examples are given in these Terms by using words or phrases such as "including" or "for example" this will not restrict the meaning of the general related words.

1.6 Reference in these Terms to "working days" are to days other than Saturdays and Sundays and Public Holidays.

Definitions:

Application - means your application to LCFA for a place on your chosen Course and/or CPD;

Confirmation - means our email or other form of confirmation to you that your Application is accepted or that we are able to offer you a place on the Course and/or CPD;

Code - means the Course and/or CPD Code of Conduct for Learner Discipline, as set out at Schedule 1;

Events Outside Our Control - means an event or circumstances beyond our reasonable control, including extreme adverse weather conditions, power failure, loss of internet or poor connectivity, pandemic, urgent or necessary maintenance that may arise from time to time, technical problems, strikes and acts of God;

Fees - means the fees payable by you in relation to your chosen Course and/or CPD;

Services - means the services and related materials that we will provide in relation to your chosen Course and/or CPD;

Venue - means the location of the provision of the Course and/or CPD as specified on the Website and your Confirmation;

We - means the LCFA with company registration number 03778527 and the registered office of which is at Walton Hall Park, Walton Hall Avenue, Liverpool, L4 9XP (and us or our shall have the same meaning).

Website - means our Course and/or CPD pages on the LCFA website which can be found at www.liverpoolfa.com.

2. LCFA Courses & CPD

2.1 Who we are: Our registered address is LCFA, Walton Hall Park, Walton Hall Avenue, Liverpool, L4 9XP.

2.2 Our contact details: Email: courses@liverpoolfa.com Telephone: +44 (0)151 523 4488. Please contact us if you are unable to access any documents related to Courses and/or CPD or if there is anything in the documentation that you are unsure about and want to discuss with us before you apply.

2.3 Courses and/or CPD to which these Terms apply, as follows

INSERT COURSE NAME (or INSERT ABBREVIATION) - are open to anyone, paid for courses that have set registration dates and learning takes place on scheduled dates.

INSERT COURSE NAME (or INSERT ABBREVIATION) - are open to anyone, paid for courses that have set registration dates and learning takes place on scheduled dates.

INSERT CPD (or INSERT ABBREVIATION) - are open to anyone, paid for courses that have set registration dates and learning takes place on scheduled dates.

2.4 Each type of Course and/or CPD offers various programmes of study as set out on the Website.

3 Applications

3.1 Your Application is an offer to enter into a binding contract with us to purchase a place, or take a free place on a Course and/or CPD subject to these Terms. We are free to accept or decline your Application at our absolute discretion. Your Application is only accepted when we send you Confirmation.

3.2 You will be sent Confirmation once you have successfully paid for your chosen Course and/or CPD or, in the case of a free course, within a reasonable time from receipt of your Application, at which point a contract will come into existence between us and you (the “**Contract**”). The Contract will continue until the completion of the Course and/or CPD, unless it is cancelled earlier in accordance with Clauses 9 or 10.

4 The Services

4.1 The Services will at all times comply with English law.

4.2 We will use our reasonable endeavours to:

4.2.1 ensure that the Services meet the description set out on our Website in all material respects;

4.2.2 comply with the timetable for the delivery of the Services which is set out on our Website or otherwise agreed between us. However, you agree that dates and locations for delivery of the Services and the tutors providing the Services may be subject to change from time to time.

4.3 We may make any changes to the Services which are necessary to ensure that they comply with any applicable law or satisfy regulatory or academic quality requirements or which do not materially affect the nature or quality of the Services and we will notify you of any such changes.

5 Your obligations

5.1 You agree to:

5.1.1 maintain an immigration status and valid travel documentation that entitles you to undertake your chosen Course and/or CPD;

5.1.2 attend all specified Course and/or CPD and arrive promptly at the scheduled start time;

5.1.4 ensure that you are comfortable that you have a level of spoken and written English sufficient to allow you to fully participate and benefit from your chosen Course and/or CPD;

5.1.5 refrain from using any audio or visual recording equipment during classes/online lectures or practical sessions;

5.1.6 comply with our health and safety rules as notified to you from time to time;

5.1.7 comply at all times with the Code and the law;

5.1.8 conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to us, our staff or other learners whether Course or CPD;

5.1.9 provide/use the equipment and materials that we advise you to;

5.1.10 only use any facilities and equipment provided by us during the stated hours for delivery of your chosen Course and/or CPD; and

5.1.11 observe strict confidentiality and not provide access to, or share login details or content of Courses and/or CPD with any other person.

6 Fees and Payment

6.1 For all Courses and/or CPD:

6.1.1 when submitting your Application, you agree to pay the Fees due in respect of your chosen Course and/or CPD as set out on our Website.

6.1.2 Fees are payable in £pounds on the date of Application unless otherwise agreed.

6.1.3 If you do not pay the Fees at the time of your online Application or registration, or as otherwise set out in these Terms and Conditions, you will not be entitled to start your chosen Course and/or CPD.

6.1.4 If VAT is payable in addition to the Fees we will make this clear on the Course and/or CPD information and our Website before you pay.

6.1.4 Fees can be paid by the following methods:

(a) Online by using your credit or debit card; or

(b) By bank transfer, banker's draft or a payment sent for collection. You will need to request our bank details for the purpose of paying the Fees this way. Please ensure you retain a transaction reference number in case there are any problems with your payment.

6.1.5 We may accept payment by a sponsor, e.g. your employer or other organisation by prior agreement with us before you apply for a Course and/or CPD. You will need to organise this with us before applying for a Course and/or CPD. You are required to have secured the written agreement of the Sponsor (see Clause 6.1.6 below) to pay the Fees before we will accept your Application.

6.1.6 If your sponsor, employer or another organisation is paying the Fees on your behalf in accordance with Clause 6.1.5 and wishes to be invoiced by LCFA, please ask them to have an appropriate officer write to us on their headed paper and send a company purchase order with your Application for the full amount of the Fees payable, or the amount they are paying and the amount you are paying.

7 Additional Conditions

We may impose conditions on your Course and/or CPD or vary the terms on which your access to services and facilities notwithstanding anything in these Terms if, in our opinion, it is reasonably necessary to do so in order to comply with our duties to protect the health and safety of learners, staff, contractors and members of the public, our duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with our obligations under the Equalities Act 2010 or any other statutory duty or obligation.

8 Cancellation

8.1 Except in the case of Clause 8.3, if you are a consumer and are not entering into the Contract for purposes connected with a business and provided you contact us no more than 21 days after receiving Confirmation from us (the "**Cancellation Period**"), then you have a legal right to cancel the Contract by notifying us in writing or by email and receive a full refund. We will refund any Fees you have paid within 14 days of receiving your cancellation notice.

8.2 However, if you seek to cancel after the Cancellation Period, no refund will be provided.

8.3 If you have expressly requested that we start providing the Services within the Cancellation Period.

8.4 You may also cancel the Contract at any time if:

8.4.1 We break the Contract in a material way and do not correct the situation within 28 days of you asking us in writing to do so, in which case a partial refund may be given for the part of the Course and/or CPD you do not have the benefit of from the cancellation date (please note if you have had access to all course materials prior to the cancellation date a refund may not be available);

8.4.2 An Event Outside Our Control prevents us from providing the Services when we are supposed to and that event continues for 2 weeks or more, in which case a partial refund may be given depending on the point at which the Event Outside Our Control takes place; or

8.4.3 We go into liquidation or a receiver or administrator is appointed over our assets, in which case we will refund the Fees in full.

Refunds

8.5 Except where these Terms expressly state that you are entitled to a refund, there is no refund of Fees.

8.6 If you become entitled under these Terms to receive a refund then:

8.6.1 refunds will be paid in GBP£ within 14 days of cancellation, usually by the same method as you paid us, and we will not be responsible for any losses you suffer as a result of currency exchange fluctuations or exchanges; and

8.6.2 refunds may take up to 30 days to appear in your account and we have no control over this timeframe once we have processed the refund in our own systems.

9 Our Cancellation Rights

9.1 We may cancel the Contract no later than 10 working days before your chosen Course and/or CPD starts if there is low demand for the Course and/or CPD, in which case you can either:

9.1.1 Transfer onto an alternative available course (and receive a partial refund of the Fees if the fees for the alternative course are less than the Fees); or

9.1.2 Cancel the Contract and receive a refund of the Fees.

9.2 We may cancel the Contract if an Event Outside Our Control prevents us providing the Services when we are supposed to for 4 weeks or more or if we lose our right for the purposes of relevant legislation to provide the Services, in which case we will refund any Fees paid.

9.3 We may cancel the Contract or suspend you from your chosen Course and/or CPD on written notice to you if:

9.3.1 your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);

9.3.2 you do not pay the Fees when you are supposed to;

9.3.9 you break the Contract in a material way and do not correct the situation within 7 days of us asking you in writing to do so;

9.4 Please note that we may also seek prosecution if you have supplied fraudulent information.

10 Postponement of Classes

If any Tutor-led class is postponed for reasons for which we are responsible, including staff illness, we will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining course classes. We apologise for this inconvenience and urge you to ring the University if you have any concerns.

11 Non-Attendance

11.1 If, for reasons outside your reasonable control (such as illness) you miss all and/or part of the Course and/or CPD, it is your responsibility to catch up and do your own research to ensure you are conversant with the materials provided. If you require additional support following any non-attendance, we may levy additional charges depending on the level of support you require. Your non-attendance does not entitle you to refunds, extra tuition or a transfer of your course.

12 Events Outside Our Control

12.1 We shall not be responsible for any failure to perform or delay in performing our obligations under the Contract that is due to an Event Outside Our Control. If an Event Outside Our Control takes place which affects our obligations under the Contract then:

12.1.1 We will contact you as soon as reasonably possible to notify you;

12.1.2 Our obligations under the Contract will be suspended and our time for performance extended for the duration of the Event Outside Our Control; and

12.1.3 We will restart the Services as soon as possible when the Event Outside Our Control is over.

13 Minimum Age Requirement

13.1 We cannot accept your Application unless you are aged 18 or over, unless your chosen Course and/or CPD is specifically advertised as being for persons under 18. By submitting your Application for your chosen Course and/or CPD not advertised as being for persons under 18, you warrant that you are aged 18 or over. If you continue with your Application and we discover you are below the age of 18 on an 18 or over Course and/or CPD, we will be entitled to cancel this Contract on written notice to you.

14 Overseas Applications

14.1 If you are travelling from overseas, we may need to contact you in the two weeks prior to the Course starting. You must include your contact details in the UK when you submit your Application.

14.2 You should wait to receive our Confirmation before making travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we do not offer you a place on your chosen Course and/or CPD.

15 Visas

15.1 For Courses and/or CPD, if you do not hold a UK passport you are responsible for checking whether you require a visa or other documentation in order to travel lawfully to the UK and that specifically allows you to take one of Courses and/or CPD. For more information please check the Home Office website <https://www.gov.uk/browse/visas-immigration/student-visas>.

15.2 It is your responsibility to determine how far in advance you need to apply for a visa or other travel documentation, and to allow sufficient time to obtain these.

15.3 We will not allow you to commence your chosen Course and/or CPD if you do not have a visa or other travel documentation that allows you to study in the UK and no refunds will be given for your failure to obtain the appropriate travel documents. You must present your passport and your visa/documentation to us not less than 10 full working days before the start of your chosen Short Course.

16 Our Liability to You

16.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

16.2 We do not exclude or limit in any way our liability for:

16.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

16.2.2 fraud or fraudulent misrepresentation; or

16.2.3 any other losses which cannot be excluded by applicable law.

17 Online Courses and/or CPD: content, sharing and reproduction

17.1 You may download and use Course and/or CPD materials where available, for your own personal, non-commercial use only but you agree that you will not record, reproduce, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided online as a part of your Course and/or CPD

17.2 You acknowledge that due to the interactive nature of the Course and/or CPD made available online, at times it may be appropriate for you and other learners to work together which may involve recording, reproducing, downloading, modifying, adapting and/or re-publishing on to the platform other learner's material uploaded onto the platform in relation to the Course and/or CPD and you agree that other learners may do this in relation to content that you upload. However, you must not to record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any content created or uploaded by other learners other than on the platform.

17.4 You will not upload or share with other learners or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.

17.5 You agree that we shall be under no obligation to monitor, screen or censor any of the content that you or any third-party upload to the platform. To the fullest extent permitted by law, we accept no responsibility for any such content.

17.6 We reserve the right to suspend access to the platform or remove any material you upload or share with other learners or tutors in breach of these Terms.

17.7 By uploading material to the platform, you give us the right to use the material in any part of our courses and to include your material in our own online and print material for promotional purposes. If you do not wish to give us right to use your uploaded material you must notify us in writing by emailing us prior to the commencement of the course.

17.8 The platform and Course and/or CPD materials provided online may contain links or embedded links to third party content and websites. These links are provided for your reference only and we do not endorse the content or the operations associated with them. We have no control over such content and cannot accept any liability for such third-party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.

17.9 We are not responsible for the location, hardware and infrastructure you choose to access the platform from and as such it is your responsibility to comply with any necessary health and safety regulations that apply.

18 Your privacy and personal information

18.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

18.2 When you apply to study with us you are agreeing to your personal information being used and processed in accordance with that privacy policy.

18.3 We use the information that we hold in our records to process your Application, to keep in touch with you and to provide services and facilities so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors.

18.4 You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident or any of your contact details.

19 Ownership, use and intellectual property rights

19.1 All intellectual property rights in course and/or CPD materials are owned by us, our licensors or both (as applicable). Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

19.2 Nothing in these Terms grants you any legal rights in the course materials other than as necessary to enable you to receive the Services and you must not share the materials with anyone else.

20 Learner Code of Conduct

When you register to study with LCFA you agree to be bound by the Code as set out at Schedule 1. Breach of that Code may result in the removal of your access to your chosen Course and/or CPD with no refund.

21 Communication

21.1 You must provide us with a valid email address which we will use to correspond with you. You must inform LCFA of any changes to your preferred email address.

21.2 It is your responsibility to check your emails regularly. You will be sent important information about your Application as a learner and about your studies via email. It is also your responsibility to manage any filters on your account to ensure that emails from LCFA are sent to your "inbox" and not to your "spam" or "junk" folders. You should ensure that your inbox has an adequate amount of space to receive messages from LCFA.

22 Rights of third parties

No one other than You or Us has any right to enforce any of these Terms.

23 Variation

We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website. Except as set out above, no changes to these Terms are valid or have any effect unless agreed by us in writing or is made in accordance with Clause 8.

24 Entire Agreement

24.1 These Terms (together with all other policies and procedures which are referred to herein) constitute the entire agreement between us. If, at any time, any employee or agent of LCFA has agreed anything inconsistent with these Terms, these Terms will prevail.

25 Complaints and Disputes

25.1 We take all complaints very seriously. If for any reason you feel that you have a complaint and have been unable to resolve that informally with the person involved, your tutor or another

appropriate person at LCFA, you may wish to log an official complaint with us. To do this please make direct contact via email to info@liverpoolfa.com providing details of your complaint.

25.2 You will receive confirmation of your complaint within 2 working days of receipt. We will then investigate the issue and organise a discussion, normally within 14 working days. We will contact you with the actions that we'll be taking to resolve the issue within 21 working days.

25.3 If you and we cannot resolve your complaint using the above process, we will:

25.3.1 let you know that we cannot settle the dispute with you; and

25.3.2 give you certain information required by law about our alternative dispute resolution provider.

26 English Law

This Agreement and any matters or claims under it or connected with it shall be governed by the laws of England. The English courts will have exclusive jurisdiction in relation to these Terms and English law will apply to these Terms and your Course and/or CPD.

SCHEDULE 1 SHORT COURSE CODE OF CONDUCT FOR LEARNER DISCIPLINE

1. This Code is intended to provide fair procedures for maintaining reasonable behaviour by learners while they are registered on a Course and/or CPD. Learners are expected to observe and respect:

- The terms and conditions for Courses and/or CPD, including but not limited to your Clause 6 obligations
- Health and Safety
- Equality and Diversity
- All facilities and learning environments made available to them
- The Data Protection Act 2018 and copyright legislation.

2. If there is cause for concern over a learner behaving in an unacceptable way the learner will be subject to having their place on the Course and/or CPD cancelled.

3. Any behaviour which causes distress to individuals, or disruption or disturbance in the learning or social environments of LCFA, is unacceptable, and may be subject to cancellation of their place on the Course and/or CPD. LCFA expects that:

- Learners behave with good sense, behave with consideration towards others and respect their differences and take care in the use of LCFA facilities or services and/or those provided for the purpose of the Course and/or CPD.
- Learners will not interfere with the normal working of LCFA or any of its facilities or services nor bring LCFA into disrepute by any of their actions.
- Learners should not pass off the work of others as their own
- If a learner feels s/he is a victim of inappropriate or unacceptable behaviour s/he has the right to use the LCFA's Complaints procedure.

a. On online programmes, we reserve the right to remove inappropriate content and take action against users who violate the Code.

b. If you believe that someone has violated this Code, begin by notifying the instructor/course administrator of the course. If the issue is not addressed to your satisfaction, contact info@liverpoolfa.com with your concerns.

c. This Code is in effect as of July 2021. We reserve the right to modify it at any time.