

## Terms and conditions

### Terms and Conditions of Use and Purchase of Courses for London FA

**Please read these terms and conditions carefully as they set out the contractual basis on which we agree to enrol you on a course or conference (from here on together known as a "Course") advertised on the LFA website (the "Site").**

1. **Contracting parties.** When you enrol on a Course through LFA online you will be contracting with London Football Association Limited. London FA is referred to in these terms and conditions as "we" "us" or "our".

2. **Registration.** When registering or booking Courses, you agree to provide true, accurate, complete and up to date information about yourself. We reserve the right to cancel your booking if we discover you have provided us with inaccurate information. Please ensure the person booking or being booked on the course is the person taking the course (e.g. if your booking for relative/child and/or friend ensure booking is made under his/her FAN number).

3. **Medical Information.** You are obliged to declare, in writing, any relevant, current or previous, injury or illness that may limit or hinder your participation in the Course. We must also be advised, in writing, if you have ever been diagnosed as asthmatic, diabetic or epileptic, or suffer from any allergies that the staff running the Course may need to be aware of. Please note that a declaration of any injury or illness does not automatically preclude you from any Course.

If you are on a regular course of prescribed medication, you must ensure that you bring a sufficient amount of the medication to cover you throughout the Course. Although first aid cover will be provided, where necessary, during Courses, no doctor will be available to replenish regular medication, nor will there be any facility to deliver medical treatment for chronic or longstanding medical conditions.

Please ensure that any relevant medical information is provided on your Application form (learner sign-up not on LMS Levels 1 & 2) and that we are informed immediately should you later become aware of any relevant injury or illness following the submission of your Application form.

4. **Personal Data.** You agree that all personal information and data collected from you via this Site may be used in accordance with our current privacy policy, and the Data Protection Act 1998. If you have a disability you are able to disclose in the learner sign up element of the course application form, please refer here and advise accordingly

5. **Qualifications.** You can only participate in some Courses if you hold the appropriate qualifications to do so. Where applicable, this requirement will be highlighted in the Course details. Some courses may require certain qualifications; if this is required, it will be stated in the details.

6. **Course specifics.** All Courses will be conducted in English. The location and date of the Course will be indicated in the Course details. Drinks and meals are not supplied in the Course. Candidates must arrange their own transport to the Course venue. Candidates are expected to bring appropriate kit in order to participate in the Course. Course materials will be provided in the relative form for that course.

7. **Pricing.** All prices are stated in pounds sterling and are valid until altered by us.

## 8. Booking Procedure.

### **Online**

You request for enrolment on a Course, by checking the availability for your chosen Course on the necessary website. The maximum Course size will depend on the Course that you book. If there are vacancies for the Course, you will then proceed to process your payment via the website, you will then receive a booking confirmation via e-mail at the time of payment to the e-mail address that you provide on registration which will confirm your booking and that there is now a contract in place between us. If you don't receive an e-mail you may contact London FA for confirmation.

### **Offline**

If you do not have access to online booking, you will be able to book offline. There will be a £5 transaction fee to administer this form of payment. You check for the availability for your chosen Course on the necessary website. The maximum Course size will depend on the Course that you book. If there are vacancies for the Course, we will then proceed to process your payment via Invoice as an individual (via our accountants) or via Whole Game System if your club and/or organisation is paying for your course fee, you will then receive a provisional booking confirmation via e-mail at the time of request to the e-mail address that you provide on registration. This will confirm your booking and that there is now a contract in place between us. If you don't receive an e-mail you may contact London FA for confirmation. Registrations will be accepted up until the registration deadline only.

9. **Parental/Guardian Consent for U18s.** By reading and accepting London FA's terms and conditions, you are giving consent for your son/daughter under the age of 18 to take part in all aspects of London FA's registered courses. You are happy for London FA to

10. **Payment.** You may pay for your Course by BACS/online. After your payment is processed we will send you a confirmation email. Online Enrolments require a FAN and password. Payment must have been received by the registration deadline. Failure to pay the invoice before the course begins will result in you losing your course place. Your enrolment will not be confirmed officially until payment has been made. This will provide a receipt and confirmation of the registration of your chosen course/workshop. You will be added onto the register automatically through this method.

11. **Cancellation by the candidate.** Once your payment is processed, we will start to provide services to you by ordering the course materials. However, if you wish to cancel your booking prior to the commencement of the course, you may do subject to the following cancellation charges: (i) if you cancel your booking more than 4 (four) weeks prior to the scheduled start date of the course, we will refund your course fee in full; (ii) if you cancel your booking between 4 (four) weeks and 2 (two) weeks prior to the scheduled start date of the course, we will refund your booking fee less 20% of the sum; or (iii) if you cancel your booking less than 2 (two) weeks prior to the scheduled start date of the course, you will not be entitled to a refund. If you fail to attend without notice, or arrive sufficiently late for the tutor to refuse your place on the course due to the amount of content missed, you will not be entitled to a refund.

12. **Transfer to another workshops/course.** If you as a candidate are unable to attend all of the dates for the course you have booked your place on, and wish to transfer to a future course, you must provide a minimum of 4 (four) weeks' notice. If you provide less than 4 (four) weeks' notice, you will not be eligible to a transfer. Transfers can only be made to London FA courses, and it must be to the same course to which you booked on (e.g. FA Safeguarding workshop, to FA Safeguarding workshop). Transfer requests to other companies courses, or to a different course than you booked on are not possible to transfer the fee paid to the London FA.

### 13. Cancellation

London FA Courses: We reserve the right to cancel or rearrange a Course at any time if the minimum number of candidates fail to book onto a Course, if a third party service provider cancels elements of the Course, or for any other reason, which is outside of our control. In this event, we will provide you with as much notice as possible and you will have the option of either: (a) a full refund of fees; or (b) rebooking the same Course for a different date.

Stand Alone Courses: Any organisation, Club or league that requests a course or workshop bespoke for their members must ensure the facility meets the required standards and the course fee is paid before course commencement. By requesting this service, it forms a contract for this service and for any reason, If any course or workshop is cancelled by that organisation is still liable for the full course/workshop fee.

**12. Sublicensing and Assignment.** You agree that we may subcontract the provision of the Course and any elements connected with it to third parties. We may assign our rights or obligations under this agreement to any subsidiary company.

**13. Copyright in website content:** We or our licensees retain all intellectual property rights in the Course materials made available through LFA online. You may not copy, download, link or otherwise use the Course materials (including any graphical image) for any purposes other than as necessary for your own personal learning purposes. You must not remove or obscure logos, names or other proprietary or intellectual property marks showing ownership by us or any third party.

**14. Disclaimer of Warranties and Liability.** Nothing in these terms and conditions shall operate to limit or exclude our liability for death or personal injury caused by our negligence. We do hold Public Liability insurance and learners undertake at their own risk. We do not accept any liability for injury to candidates during the course. We do not accept liability for loss or damage to your personal possessions whilst you are attending a Course. Candidates may wish to take out insurance for any valuable possessions that they bring with them and insurance for personal injury. Except as set out in these terms and conditions, we do not accept any liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising from your booking.

We will only be liable for losses that we have not expressly excluded in these terms and conditions up to the value of your Course fee.

**15. Applicable law.** These Terms are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English Courts.

**16. Photographs.** Photographs may be taken and used for promotional purposes on behalf of London FA and The FA. By accepting the terms and conditions, you are giving consent for us to use any photographs taken. If you have any objections please inform the Course Organiser, before the course commences.

**17. Personal details.** Personal details and Emergency contact details for all candidates booked on our courses will be provided to the tutors delivering the course. These are for any emergencies should they arise; also for any necessary information that needs to be passed on for all future benefits to the candidate themselves. By accepting the terms and conditions, you are giving parental consent (under 18s only) and consent (non under 18s) for us to pass these details on to the relevant tutor as necessary and the registered sanctioned leagues.