Royal Navy Football Association

HMS Temeraire

Burnaby Road

Portsmouth

HAMPSHIRE

PO1 2HB

**Royal Navy Football Association - Course Terms and Conditions**

**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 workshop (from here on together known as a "Course") advertised on the Royal Navy Football Association [RNFA] website (the “Site") or sent by hard copy.**

1. **Contracting parties.** When you enrol on a Course through the RNFA, either online or by hard copy application form, you will be contracting with the RNFA. Within these terms and conditions the RNFA is referred to as "we" "us" or "our".

2. **Registration.** When registering or booking Courses, you agree to provide us with true, accurate and complete information about yourself. We reserve the right to cancel your booking if we discover you have provided us with inaccurate information. Anyone applying for a coaching course that is on a General Suspension should contact the RNFA prior to booking on a course.

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 as there is no doctor available to replenish regular medication, nor is there any facility to deliver medical treatment for chronic or longstanding medical conditions.

Please ensure that any relevant medical information is sent under separate cover (if online booking) or attached with your Application form. Should you later become aware of any relevant injury or illness following the submission of your application you must inform the RNFA as soon possible.

4. **Personal Accident Cover.** It is recommended that candidates undertaking one of our courses may wish to consider obtaining personal accident insurance to ensure personal protection against injury. We do not accept any responsibility for personal injury that may be sustained while attending our coaching courses that is deemed of partial/full fault/cause of the individual.

5. **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, that can be viewed online, and the Data Protection Act 1998.

6. **Qualifications.** You can only participate in some Courses if you hold the appropriate pre-requisite qualifications to do so. Where applicable, this requirement will be highlighted in the Course details. You must ensure that all pre-requisite qualifications/requirements are approved by the RNFA prior to your registration as failure to meet the standards needed, will prevent you starting the course and no refund can be authorised.

7. **Course specifics.** All Courses will be:

- Delivered and conducted in English.

- Pre-course communication will be predominantly by email (sent to candidate email

 address as used for registration, unless requested otherwise).
- The location and date of the Course will be indicated in the Course details.
- Candidates are expected to provide their own adequate refreshments

 for the duration of the course.

- No meals will be provided during the course.
- Candidates must arrange their own transport to and from the Course venue.
- Candidates are expected to bring appropriate kit for course participation.
- Pre-course materials will be despatched via postal mail.

8. **Candidate Behaviour.** All course participants are expected to respect the course tutor, course venue and other candidates and their points of view. When behaviour, language or conduct is deemed unacceptable, offensive or harmful for any reason, the RNFA reserves the right to exclude an individual from their chosen course.

9. **Safeguarding Children.** You are asked to note that your chosen course may be one which involves the FA Safeguarding children workshop, which discusses some sensitive ‘hypothetical’ issues and some real issues regarding child abuse in its various forms. You are the only participant who can attend the FA Safeguarding Children Workshop and no other person may attend in your place should you be unable to attend.

10. **Pricing.** All prices are stated in pounds sterling. The Association reserves the right to adjust the pricing of courses (increases/decreases) as it deems necessary.

11. **Booking Procedure.** All course bookings are encouraged to be undertaken using the online secure booking service on the RNFA website. If hard copy applications are submitted we will first check availability for your chosen Course. The maximum Course size will depend on the Course that you book. If there are vacancies for the Course, on completion of checking application form and supporting documents we will proceed to process your application and payment. Application forms submitted by post require to be accompanied by full payment; failure to enclose this may result in you not obtaining a place on the course due to delay on the application process. Only when your place on a course is confirmed it there now a contract in place between us.

12. **Payment.** If you are not paying online then you may pay for your Course by cheque, postal order or cash to Royal Navy FA, HMS Temeraire, Burnaby Road, Portsmouth, HANTS, PO1 2HB. The Association cannot be held responsible for any monies sent through the postal system that are not received by the organisation. All cheques can be made payable to ‘RNFA’. Full payment must be included with all application forms as places will not be held whilst awaiting payment.

13. **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 so subject to the following cancellation charges:

* Cancellation notice of 60 days or more will warrant a full refund (minus a £5.00 administration fee);
* Cancellation notice of less than 59 days but more than 30 days will warrant a 75% refund (minus an additional £5.00 administration fee).
* Cancellation of less than 29 days but more than 7 days will warrant a 50% refund (minus an additional £5.00 administration fee).
* If you cancel your booking less than 7 days before the scheduled start date of the Course, you will not be entitled to a refund.
* Failure to attend a course with no contact with the RNFA will result in no entitlement to a refund.

All cases of cancellation will be reviewed at the discretion of the RNFA and exceptional circumstances will be considered in all cases.

Any candidate who legitimately needs to transfer to another course may, at the discretion of the FDO, do so. However, candidates will be limited to a maximum of only one course transfer and will be charged a transfer administration fee of £5.00. A newly transferred course must be completed within 12 months of the original start date failure to do so will result in both the original course cost and administration fee being retained by the RNFA.

14. **Cancellation by us.** We reserve the right to cancel or rearrange a Course at any time if the minimum numbers 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.

15. **Communication Level:** The RNFA can only accept candidates on to their development programmes/courses/workshops that are able to communicate effectively in the English language (this includes listening, speaking and reading). Language interpreters are not permitted to support foreign students during courses as directed by the Qualification bodies attached to 1st4Sport. Those candidates unable to effectively communicate in English will not be permitted to continue with the course and will not be entitled to any refund based upon these grounds.

16. **Copyright in website content:** We or our licensees retain all intellectual property rights in the Course materials made available through RNFA 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.

17. **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 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. 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.

18. **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.