

## Terms and conditions

### 1. Definitions

I - "Carer" or "Parent" means the person / persons who attend the course or any part of it, with the child and is responsible for their welfare.

II - "Bows Soccer Limited" means the company or person with whom you have entered into this agreement,

III - "Coach" means the individual employed by Bows Soccer Limited. Every effort will be taken to maintain the consistency of Coaches during the session; however Bows Soccer Limited unreservedly retains the right to change coaching staff where necessary.

IV - "Registration Form" means the form relating to the enrolment or re-enrolment of the pupil on the Course.

V - "Fee" means the monetary cost per course as specified on the registration form and website.

VI - "Venue" means the premises where the Course takes place

VII - "Child" means the Child attending the Course, whose details are specified by the Parent or Carer on the Registration Form.

VIII - "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Bows Soccer Limited and the parent.

IX - "Catch Up" means when Bows Soccer Limited are notified in writing 48 hours in advance by the Parent or Carer that a player is set to miss a session, then Bows Soccer Limited will offer a place at an alternative Venue to make up for the session missed. Catch Up sessions are subject to availability

X - "Trial Session" means a session given to new players to try out before joining the full Course

XI - "Membership" means when a Player is a member of Bows Soccer Limited after payment has been made to enrol a player onto a Bows Soccer Limited Session.

XII - "Session" means a single training period of time a Player can attend at Bows Soccer Limited

### 2. Acceptance

I - All agreements relating to the teaching of any Sessions by Bows Soccer Limited to the Child are subject to these Terms to the exclusion of all other terms and conditions.

II - No variation or addition to the Terms shall be binding unless agreed in writing by Bows Soccer Limited and the Parent/Carer.

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

IV - The Parent and/or Carer agrees to keep the content of any Bows Soccer Limited Session and the Bows Soccer Training Programme confidential and not to copy or use any aspect of the Bows Soccer Limited 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 Bows Soccer Limited while the Child is a member of Bows Soccer Limited and for a period of two years afterwards.

### **3. Membership**

I - Once the administration Fee and the first Direct Debit payment has been taken, the Player will become a member of Bows Soccer Limited

II - Members are entitled to Catch Up Sessions at any Session at any Venue, subject to availability

III - While a Player is a member, they will receive an extra session free of charge or one day at half price on any holiday camp if a Session is cancelled due to a bank holiday

IV - Members are automatically enrolled on Sessions monthly

V - Members are prioritised when booking onto any Session or holiday camp

VI - Members can attend masterclass Sessions during the month of August only

VII - Members can attend any internal Futsal or Football tournaments organised by Bows Soccer Limited

### **4. Fees, Payments and Cancellations**

I - The Parent/Carer shall pay an administration fee plus one month in advance for a Player attending any Bows Soccer Limited Sessions. All payments are to be received by direct debit.

II - Payments will be taken on the 1st of each month thereafter.

III - The Child will be placed on the next available date at the venue desired, after the booking has been completed. Bookings can be made a maximum of two weeks in advance of the Child's start date.

IV - The Fee is non-refundable under any circumstances whatsoever except with the prior written agreement of Bows Soccer Limited, unless the Parent or Carer of the Child puts in writing that they wish to cancel the course before attending their first session. Notice of cancellation should be sent via email to [info@bowssoccer.co.uk](mailto:info@bowssoccer.co.uk).

V - If classes 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 sessions should be temporarily suspended for health or other reasons, then no refunds will be given and it will not be permitted to defer sessions during the affected period.

VI - Where a Child is unable to attend a Session for any reason, Bows Soccer Limited will offer a Catch Up session as an alternative as long as the Parent/Carer has notified Bows Soccer Limited in writing 48 hours in advance of the session which the Child is set to miss. A Catch Up session will be arranged by Bows Soccer Limited at an alternative Venue, subject to availability.

VII - Bows Soccer Limited may cancel this contract at any time before the Child commences a Session for any reason whatsoever. Bows Soccer Limited shall not be liable for any loss or damage whatsoever arising from such cancellation.

VIII - The Parent or Carer of the child should put in writing that they wish to cancel their Membership at least 4 working days before their next payment is due. Notice of cancellation should be sent via email to [info@bowsoccer.co.uk](mailto:info@bowsoccer.co.uk).

IV - Players are able to attend Sessions until the end of the month that has been paid for.

V - If a Child is unable to attend a Session then the Parent/Carer should notify Bows Soccer Limited immediately via phone or email.

VI - Bows Soccer Limited deserves the right to cancel a Session without notice. Bows Soccer Limited will have no liability owing.

## **5. Parent's Responsibility**

I - The information set out in the Registration form (whether or not completed and/or signed by the Parent/Carer) is accurate in all respects and the Parent/Carer will notify Bows Soccer Limited of any change in such information immediately.

II - When attending a Session, neither the Child nor the Parent/Carer will be suffering from any contagious illness, disease or anything similar thereto.

III - The Parent acknowledges and agrees that the Child shall be deemed to be under the direction, care and control of the Parent/Carer throughout the Session and the Parent/Carer shall be responsible for the welfare and conduct of the Child throughout the Session and whilst the Parent/Carer is at the Venue.

IV - The Parent/Carer shall indemnify and keep indemnified Bows Soccer Limited against all loss (including loss of profit), liability, costs and expenses which Bows Soccer Limited shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Child.

## **6. Discipline**

I - In the event that Bows Soccer Limited determines the behaviour of the Child and/or the Parent/Carer to be unacceptable, Bows Soccer Limited shall be entitled to exclude the

Child and the Parent/Carer (or either of them) from the Session and Venue permanently or for such period as Bows Soccer Limited shall (in its entire discretion) determine.

II - The standard of behaviour which is to be regarded as unacceptable at a Session or Venue shall be determined by Bows Soccer Limited.

## **7. Exclusion of Liability**

I - Except in the case of fraud, Bows Soccer Limited and its Coaches accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the Child or any other party arising directly or indirectly or in any way connected with the attendance of the Child at the Session or any other act or omission on the part of Bows Soccer Limited or any of its coaches, even if such act or omission is negligent.

II - The Parent/Carer agrees (for and on behalf of the Parent/Carer and the Child) that any claim by the Parent/Carer or the Child against Bows Soccer Limited or any coach of Bows Soccer Limited must be brought within 21 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

III - The Parent/Carer acknowledges, warrants and undertakes (for and on behalf of the Parent/Carer and the Child) that the maximum aggregate liability of Bows Soccer Limited to the Parent/Carer and/or Child under these terms shall not exceed the Fee.

IV - 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 Bows Soccer Limited or its coaches or affects the statutory rights of the Parent/Carer or Child.

## **8. Health and Safety**

I - Should a Child receive an injury during a session, the Bows Soccer Limited Coach will administer basic First Aid, however no Bows Soccer Limited Coach is qualified to give medical advice and you should always seek professional medical assistance should you have any concerns following the injury.

II - All venues have been subjected to a thorough risk assessment policy prior to becoming a Bows Soccer Limited Venue. Prior to each session, the Venue will be checked for any potential hazards which may affect the safety of the group and ensured that the area is safe to go ahead.

III - It is the Parents/Carers responsibility to inform Bows Soccer Limited management and Coaches of any pre-existing medical conditions which may affect the Child during the Session.

## **9. Data Protection**

I - By agreeing to these Terms and conditions the Parent/carer consents that the data provided (non financial) can be shared within the Bows Soccer Limited organisation.

## **10. Parent/Carer Declaration**

I - The Parent/Carer acknowledges and accepts that Bows Soccer Limited or respective servants shall not have any liability of any loss or damage to property whilst attending a Bows Soccer Limited Session.

II - The Parent/Carer hereby gives permission for their Child to be given emergency medical treatment in their absence if deemed appropriate

III - The Parent/Carer gives permission for any photographs or video footage taken by Bows Soccer Limited of their Child during a Session to be used in promotion/marketing

## **11. Trial Sessions**

I - Trial Sessions are offered to new players only free of charge, and are subject to availability

II - If a Player fails to attend a Trial Session, they will lose their right to any Trial Sessions thereafter

## **12. Catch Up Sessions**

I - Catch Up means when Bows Soccer Limited are notified in writing 48 hours in advance by the Parent or Carer that a player is set to miss a Session, then Bows Soccer Limited will offer a place at an alternative Venue to make up for the session missed.

II - Catch Up sessions are subject to availability and will not be offered if alternative Venues are full in attendance.

III - Catch Up sessions are only valid when Bows Soccer Limited are given 48 hours notice in writing prior to the Session in which the player is going to miss. Failure to comply will result in no Catch Up session being offered.

IV - All Catch Up Sessions must be used while the Child is a member of Bows Soccer Limited.

## **13. General**

I - These Terms and Conditions institute to an entire agreement between the parties here to and supersedes prior agreements and understandings between the parties.

II - 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.

III - Bows Soccer Limited holds Public Liability insurance of up to £5,000,000.

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

**BOWS SOCCER LIMITED TERMS AND CONDITIONS - LAST UPDATED MARCH 2019.**