

## TERMS AND CONDITIONS WILDCATS

### BACKGROUND

These Terms and Conditions are the standard terms for the provision of football coaching services by Fast Feet Football Academy Limited, a company with registration number 08285015, whose registered address is eVolve Business Centre, Cygnet Way, Rainton Bridge, South Business Park, Houghton Le Spring, DH4 5QY.

### 1. Definitions and Interpretation

**1.1** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract” means the contract for the provision of Services, as explained in Clause 3;

“Deposit” means an advance payment made to Us under sub-Clause 5.5;

“Price” means the price payable for the Services;

“Services” means the services which are to be provided by Us to you;

“We/Us/Our” means Fast Feet Football Academy Limited

“You/Your/Client” means the user agreeing to us providing the Services in exchange for a fixed price. In accepting these Terms and Conditions, the user confirming the agreement confirms that they are the Client.

**1.2** Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

### 2. The Contract

**2.1** These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

**2.2** A legally binding contract between Us and you will be created upon you signing and returning this Agreement.

### 3. Services

**3.1** We will provide a football coaching session to Your child as part of the Fast Feet Wildcats which is usually to be held at a location agreed between Us. This is what we consider to be the Service.

**3.2** You may cancel the Service by providing 48 hours-notice in writing to Us. Refunds will not be issued if you fail to inform us 48 hours before the Wildcats block is due to take place.

**3.3** We may cancel the Service at any time, entirely at Our discretion, Examples for such decisions may include behaviour of the child or the parents. No refund in these circumstances will be offered to You. Such cancellation will take effect immediately.

### 4. Price and Payment

**4.1** The Price is calculated per session, and the session cost is as previously indicated and agreed between Us.

**4.2** The Price for the Service is payable in advance of the block of sessions taking place. We have a no pay; no play policy in place; failure to pay in advance will result in your child being unable to attend the sessions.

**4.3** We may increase the Price from time to time. Such increase will be confirmed to You in advance with four weeks' notice of such intended increase.

**4.4** We accept the following methods of payment:

**4.4.1** Credit or debit card; and direct debit payments

**4.5** All payments must be made to our head office.

**4.6** We do not, under any circumstances, accept cash payments. Any payments made directly to football coaches cannot be accepted.

## **5. Providing the Services**

**5.1** As required by law, We will provide the Services with reasonable skill and care.

**5.2** All football coaches and assistant football coaches will be trained in Child Safeguarding and First Aid.

**5.3** We will ensure that all football coaches and assistant football coaches have enhanced Disclosure and Barring Services certificates which are up to date.

**5.4** We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.

**5.5** We will only cancel the Service in exceptional circumstances as a result of extreme weather. We will contact You in advance in these circumstances and will offer you an alternative session within the same week.

## **6. Your Obligations**

**6.1** You must inform Us of any medical or behavioural problems that Your child has.

**6.2** You must give us 4 hours' notice by contacting our head office if You are unable to attend a weekly session

**6.3** You must ensure that your child is dressed appropriately for the session and that they are provided with appropriate refreshments for the sessions. No food is allowed in our sessions unless for a specific medical reason.

**6.4** You must ensure that your child understands our Code of Conduct and what is expected in terms of their behaviour in the sessions.

**6.4** The information you provide to us is complete and accurate and that contact information is up to date.

## **7. Problems with the Services and Your Legal Rights**

**7.1** We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.

**7.2** We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

## 8. Our Liability

**8.1** We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

**8.2** Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

**8.3** Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

**8.4** Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 9. Events Outside of Our Control (Force Majeure)

**9.1** We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

**9.2** If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

**9.2.1** We will inform you as soon as is reasonably possible;

**9.2.2** Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

**9.2.3** We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary.

## 10. Complaints and Feedback

**10.1** We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

**10.2** If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

**10.2.1** In writing, addressed to eVolve Business Centre, Cygnet Way, Rainton Bridge, South Business Park, Houghton Le Spring, DH4 5QY; **10.2.2** By email, addressed to

## 11. How We Use Your Personal Information (General Data Protection Regulations)

**11.1** All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2018 and your rights under the

regulations. Please see our privacy policy outlining your rights and how we collect, use and store your personal information.

## **12. Other Important Terms**

**12.1** We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

**12.2** You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

**12.3** The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

**12.4** If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

**12.5** No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **13. Governing Law and Jurisdiction**

**13.1** These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with English law.

**13.2** Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.