



PRO EXPERIENCE TERMS & CONDITIONS

'TO DEVELOP A BETTER PLAYER, WE MUST DEVELOP AND EDUCATE THE PERSON'

These T&Cs cover all courses offered by Fleetwood Town International Football Academy (FTIFA). These are effective from 1st June 2019 and cover all home and overseas students and players. A player's enrolment and/or payment for the course will serve as an agreement to these terms.

By booking any products or any services within the Fleetwood Town International Academy 'FTIFA' website you are deemed to have agreed to the following Terms & Conditions and are bound by them.

The following terminology applies to these Terms and Conditions, Privacy Statements and Disclaimer Notices and any or all agreements between "Player" and "Your" Refers to you; the person accessing this website and accepting the companies Terms and Conditions.

"Company", "Ourselves", "We" and "Us", refers to Poolfoot Farm LTD and all subsidiary Companies and or Sub-Domain Title names under the control of the Parent Company.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Player in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with the subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore referring the same.

General:

1 - All players must wear shin pads for training and games, if not worn, you will be unable to participate within the training session or game. It is the players responsibility to ensure shin pads are worn.

2 - All players must speak English throughout all FTIFA timetabled sessions.

3 - Players are expected to attend 100% of the training schedule. Players must be aware that if they miss 5 days consecutively without contacting FTIFA, they will be reported to the UK Border Agency.

4 - Players are entirely responsible for organising their own medical insurance. Bearing in mind the possible threat to your professional career if you were to sustain some disabling injury during your time at FTIFA. You may wish to consider arranging insurance cover for personal accident or injury.

5 - Players who are provided with accommodation by FTIFA will follow any code of conduct or in-house guidelines and procedures that are laid down by the accommodation provider and or the Academy, verbally or in writing.

6 - Should any circumstances change it is the student's responsibility to keep FTIFA informed of all changes, in particular of any changes of home address, emergency contact name/ numbers or of any medical information.

7- The player agrees that FTIFA keeps their personal records on its computerised and paper-based systems. Records will be kept within the data protection act.

8 - Any recordings (video/photographs/ voice recordings,) made by FTIFA staff, taking part within FTIFA activities may be used by FTIFA in any and all marketing literature, social media and website. Players who would not like to feature or stop being featured, should write to the Academy to express this.

9 - Players arranging transport to the academy, who have purchased an airport transfer, must make their arrangements known to the FTIFA Administrator at least 14 working days before the journey departure. Failure to make arrangements within the specified times will result in players forfeiting the transfer. No refund will be issued for missed transfers.

10 - Airport transfers can be arranged from Manchester Airport or Manchester Train Stations only.

Behaviour & Code Of Conduct:

- 1 - All players who partake within FTIFA's activities are accountable for their behaviour and conduct. Any abuse, physical or verbal against members of the public, staff or other players will be treated with zero tolerance and will result in the immediate removal from the academy.
- 2 - FTIFA takes your security and safety very seriously, ensuring we create the best environment for you to achieve your football and academic goals. FTIFA monitors the safety of all players whilst at our training facilities and accommodation. We cannot ensure the safety outside of these premises and players are urged to practise caution and self-awareness to keep themselves safe.
- 3- Team selections for matches will be made on merit and at the discretion of the Director Of Coaching and Management staff.
- 4 - All players must arrive at the academy on time and be ready to start all sessions at the time stated on the timetable.
- 5 - All players must sign with the office staff, immediately upon entering the FTIFA facilities. Players who fail to sign in will miss training for that day.
- 6 - Players must greet staff on arrival and at the start of sessions.
- 7 - FTIFA would like to make it clear that responsibility for student's personal belongings rests solely with the students themselves, even when those belongings are in FTIFA buildings. We suggest that each player has adequate insurance to cover their belongings.
- 8 - All players must follow the Code of Conduct, outlined during induction and displayed within the FTIFA facilities.

Fees, Payments and Refunds:

- 1 - Cash or business Cheques, Credit Card or Bank to Bank transfer are all acceptable methods of payment.
- 2 - Payments and balances are to be completed in full no later than 2 weeks prior to your arrival at FTIFA, unless otherwise agreed in writing.
- 3 - All services remain in ownership of the company until departure from our services.
- 4 - Monies that remain outstanding after the due date will incur an automatic payment fee of £50.00 and interest at a rate of 2% above the prevailing Bank of England's base rate on the outstanding balance thereafter on a weekly basis until the outstanding amounts are paid in full.
- 5 - We reserve the right to seek recovery of any monies unpaid via National or international Collection Agencies, in such circumstances you will be liable to any additional costs and fees.
- 6 - Returned cheques shall incur a £35.00 GBP charge to cover banking fees and admin costs.
- 7- In the instant of ongoing failure to pay outstanding monies on the due dates we reserve the right to terminate all agreements and cancel any bookings made, at this stage all monies paid to date shall be lost and are non-refundable.
- 8 - For FTIFA Pro Experience instalment payments can be arranged, an initial deposit is required followed by the balance being paid in full 2 weeks after your arrival, unless otherwise agreed in writing.

9 - Any discounts offered and accepted for any FTIFA products shall automatically be included in the FULL and early payment of Pro Experience prices.

10 - You must pay all bank charges incurred when paying via bank transfer. All FTIFA places and bookings of training/ accommodation/ airport transfers will not be made or confirmed until full payment has been completed.

11 - Players having difficulty, for whatever reason in paying fees of any kind to the academy are strongly advised to discuss their problem with of the management team. FTIFA will make every effort to view the situation of individual students sympathetically, but it is bound to collect any income owed.

12 - Refunds will not be issued to players who decide to withdraw from a course after the confirmed start date (which will be provided during enrolment.) Your booking can be moved to the next available course, with no additional fee or charges if administrators are notified two weeks prior to the start date, provided there are spaces available.

13 - Players registered will remain on the course until completion; any players wishing to leave during the course will receive no refund of monies paid.

14 - Players asked to leave the academy will not be entitled to refunds.

15 - All purchases are made in British Pounds Sterling.

Pro Experience Payment Terms

1 - We regret that no courses will be reserved or placed on hold until payment has been made. Once your deposit has been paid a further 50% of the remaining balance is due 14 day prior to your given start date. Any other remaining balances are to be paid within the timeframe given below.

2 - Please Note: Default of payments may result in your booking being cancelled resulting in loss of payments made up to date of cancellation/default

3 - 4 Week course

- 10% (£205.00) non- refundable deposit to be paid on being accepted by FTIFA along with completed application form.
- Remaining cost of £1,845.00 to be paid & received by FTIFA 14 days prior to course start date given.
- Failure to do so will result in your place on the course being withdrawn immediately.

4 - 12 Week course

- 10% (£505.00) non-refundable deposit to be paid on being accepted by FTIFA along with completed application form.
- Payment of £2,272.50 to be paid & received by FTIFA 14 days prior to course start date given.
- Remaining cost of £2,272.50 to be paid & received by FTIFA before the completion of week 6.
- Failure to do so will result in your place on the course being withdrawn immediately.

5 - 24 Week course

- 10% (£1,005.00) non-refundable deposit to be paid on being accepted by FTIFA along with completed application form.
- Payment of £4,522.50 to be paid & received by FTIFA 14 days prior to course start date given.
- Remaining cost of £4,522.50 to be paid & received by FTIFA before the completion of week 12.
- Failure to do so will result in your place on the course being withdrawn immediately.



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OFFICIAL KIT PARTNER

Cancellation Policy

1 - FTIFA shall RETAIN the following fees for ALL courses if cancelled by the customer when:

- Bookings cancelled (In writing) within 30 days of any deposit or first payment amount which is received by FTIFA effectively completing and confirming any bookings shall be refunded of 50% fees paid.

1 - Cancellations made after the 30 days of deposit or payment period will be subject the cancellation policy set out below:

- No Refunds paid if: Courses cancelled after the first 30 days of booking and outside 30 days prior to course start:
- Courses cancelled within 2 weeks prior to course start: No refund of any fees paid to date.

3 - We do not charge for postponement of changing of course start date. Courses cancelled for late or non-payments of any fees and / or default on agreed instalment plans shall be cancelled automatically and 100% of all fees paid retained by FTIFA.

Termination of Agreements and Refunds Policy

1 - FTIFA have the right to terminate any service or agreement for any reason involving: bad behaviour, disrepute, alcohol, drugs or any other inappropriate behaviour.

2 - In these instances, the person will be removed immediately from the company or associated premises and no refunds shall be offered. Where a service is deemed to have begun and is, for all intents and purposes, underway; any monies paid to us which constitute payment in respect of the provision of unused services shall NOT be refunded or Customers who leave any Academy event by their own means (Unless by prior agreement) will not be entitled to any refunds under any circumstances.

VISA / Travel Documents

1 - FTIFA have no liability whatsoever for the refusal of VISA Travel Documents. We strongly advise that before booking any FTIFA packages you check if you qualify for the appropriate VISA of travel and that you fit the application criteria as refunds are not given in any circumstances.

2 - You have up to one calendar year, from your original payment date (the date in which payment was received into FTIFAs bank account) in order to apply for your visa again. Any time after this and the payment cannot be returned or refunded.

3 - For a refund to be processed, it must be requested in writing via email to info@ftifa.co.uk. The email should include, the player's full name, programme purchased, amount and date paid and the banking details to return the payment. Following this, providing the information is all correct, you shall receive an email to confirm you have been added to the refund queue.

4 - Refund Queue. To ensure refund payments are made in chronological order to which they were requested, each refund shall be put within the queue and worked through one at a time.

5 - Timings. FTIFA cannot give out dates as to when the accounts department shall process the payment. However, FTIFA do guarantee that all confirmed and approved refunds, which have been added to the queue, shall be processed by the end of the following season, to which the request was made in.

6 - Refunds will only be issued via the original payment method and only made to the person or organisation from whom the fees were received.

International players

1 - Immigration control in the UK affects everyone who is not a British Citizen. The Home Office is the Government department responsible for determining UK immigration policy. Particular rules apply to students who are EU/EEA and Non EU/EEA nationals. The following link explains this in more detail: ukba.homeoffice.gov.uk

2 - It is the responsibility of the player to ensure that they have the correct visa to train and/or study in the UK. Upon arrival at the academy, you shall be asked to provide a copy of your visa to the academy administrators for their records.

3 - If a player does not attend training for 5 consecutive days, without notification, FTIFA will report their absence to the UKBA.

4 - FTIFA will provide a letter of invitation, to players who have confirmed their places at FTIFA. Players will be classed as being a confirmed student once payment for their programme has been completed. FTIFA will not, under any circumstances be involved or accept responsibility for the visa application process, other than the provision of these documents.

5 - FTIFA will never make any assurances to visa acceptance.

6 - At times players may have their visa applications rejected for a variety of reasons. FTIFA can accept no responsibility for this whatsoever.

7 - If you choose to receive your acceptance letter via courier then you must pay the relevant charges.

FLEETWOOD TOWN FOOTBALL CLUB



HIGHBURY STADIUM | PARK AVENUE | FLEETWOOD | LANCASHIRE | FY7 6TX

FLEETWOODTOWNFC.COM | INFO@FLEETWOODTOWNFC.COM

GENERAL ENQUIRES: 01253 775080

8 - In the event that a visa application is not successful, it is the players responsibility to notify FTIFA immediately. A copy of the official refusal letter must be provided.

9 - You must pay all bank charges incurred when paying course fees by bank transfer. All academy places and bookings of training/ accommodation/ airport transfer will not be made/ confirmed until the full payment due has been completed.



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FLEETWOOD TOWN FOOTBALL CLUB IS THE TRADING NAME OF FLEETWOOD WANDERERS LIMITED, REGISTERED IN ENGLAND.
COMPANY NUMBER: 03359117 WHOSE REGISTERED OFFICE IS 17 ST PETER'S PLACE, FLEETWOOD, LANCASHIRE, FY7 6EB.

Security, Safety, Property & Possessions

1 - We will provide your accommodation with skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements that is not caused by any fault of ours, meaning failure by ourselves to use reasonable skill and care in performing or providing the service in question.

2 - Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

3 - We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - (a) the fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or (c) an event or circumstance which could not have been predicted or avoided even after taking all reasonable care.

4 - We shall not be held liable or responsible, either financially or otherwise to any personal loss/theft of property, equipment. Any personal belongings left in any Academy property or affiliates are the sole responsibility of the player and adequate arrangements should be made by them to ensure its security and safety.

5 - In addition we will not be held responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay; or where any problems you suffer did not result from any breach of our contract or other fault of ourselves, or any losses, expenses, costs or other sum you have suffered do not directly relate to our contract.

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6 - Furthermore, all breakages and any damage to our property or that of any affiliates or service providers beyond normal wear and tear must be paid for as billed by the management. We will not be held responsible for the loss or theft of any personal effects.

7 - As always, we urge all travellers to take out travel insurance to cover such eventualities.



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Injuries and Medical

1 - Players who attend our full time Residential Course will be covered for Football related Injuries under our Academy Insurance.

2 - Typically, players will be treated from injury as a result of Academy scheduled training and NOT including personal or free time activities.

3 - Attending Club trials and training.

4 - All organised matches representing the Academy and attended Club trial matches.

5 - Physiotherapy treatment will be available for players as part of their recovery.

Please Note:

1 - Long term injuries resulting in a substantial period absent from training may result in the temporary 'stop' on your course; this will enable you to return home to continue your recovery.

2 - Medical and or doctor's treatment will only be available whilst any incidents occur at FTIFA or associated premises. You will be expected to produce a valid travel insurance policy, failure to do so will result in you being liable to pay any medical expenses.

3 - FTIFA insurance will not cover any incidents occurred outside of the Academy or associated premises or during free time.

4 - Any Injury and or sickness occurred during a non-football event at any stage during your course whether it be social, team building or leisure, will not be covered for any treatment by the Academy, you will be expected to rely on your individual Travel Insurance Policy

Waiver

1 - Failure of either party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement.

2 - No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both parties.

Education and Extra Activities

1 - FTIFA currently do not offer any education programmes however, if customers wish to further extend their Education in University or similar courses & timetables it must be understood and agreed that your Academy schedule may be affected and your weekly training schedule shortened.

2 - FTIFA will take no liability in the lack of training caused by this, although we will continue to train and develop the player.

3 - Any college enrolment fees are payable directly to any College establishment under their own Terms & conditions and FTIFA have absolutely no influence on any criteria, fees or payment procedures.

4 - FTIFA are a football-based company and offer a football development programme. It must be understood that any customers wishing to partake in Non-Sports based Education which may result in variable timetables away from FTIFA training, do so at their own risk of severely hampering a FULL and complete Football programme.

Notification of Changes

1 - FTIFA reserves the right to change these Terms & Conditions from time to time as it sees fit and your continued use of any products within will signify your acceptance of any adjustment to these Terms.

2 - If there any changes to our Privacy Policy, we will announce that these changes have been made on our home page and on any other key pages within the site.

3 - If there any changes in how we use this site customer's personal information, notification by email will be made to those affected by this change.

4 - Any changes to our Privacy Policy will be posted on our home page 30 days prior to these changes taking place. You are therefore asked to re-read this statement on a regular basis.

5 - These Terms & Conditions form part of the agreement between the customer and FTIFA.

6 - You're accessing of this website and / or undertaking of a booking of any nature and agreement indicates your understanding & accepting of these terms in full.

Complaints & Customer Feedback

- 1 - We take customer feedback and complaints very seriously and strive to resolve them as quickly as possible.
- 2- If you would like to leave feedback or make a complaint you can do so by emailing us.
- 3- It is our absolute right that any complaints made against us or any member of staff, the customer MUST allow FTIFA the opportunity to remedy and fix any complaints about our service and or products.
- 4 - If no complaint is received in writing and fully detailed we will not offer any procedure to correct it.

Confidentiality

1 - We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties.

2 - However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than {our manufacturer/supplier{s} and} if legally required to do so to the appropriate authorities.

3 - Clients have the right to request sight of, and copies of any literature issued in relation to the provision of our service.

4 - Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail.

5 - Any emails sent by this Company will not be in connection with the provision of agreed services and products Disclaimer Exclusions and Limitations.