

# **FAW Customer Terms and Conditions for Fun Footy Courses** **("T&Cs")**

## **1. Interpretation**

1.1 The following definitions and rules of interpretation apply to these T&Cs:

- 1.1.1 "Application Form" shall mean the application form for the Customer to apply to FAW to enrol on a Fun Footy Course;
- 1.1.2 "Customer" shall mean the person who applies to enrol on a Fun Footy Course by submitting the Application Form or by authorising a third party to submit on their behalf, including any parent or legal guardian of any child under the age of 18 to whom the Services are provided and any other member of the Customer's party, including spectators and other visitors;
- 1.1.4 "Contract" shall mean the contract between FAW and the Customer for the supply of the Services incorporating these T&Cs;
- 1.1.5 "FAW" shall mean Football Association of Wales Limited, company number: 00213349 whose registered office is at The Pavilion, Vale Resort, Hensol, Vale of Glamorgan, Wales, CF72 8JY;
- 1.1.6 "Fees" shall mean the cost stipulated on the Application Form for the Fun Footy Course selected by the Customer (excluding any card handling or processing charge, which shall be paid in addition to the Fee);
- 1.1.7 "Services" shall mean the services of FAW in delivering the Fun Footy Course to the Customer pursuant to a Contract;
- 1.1.8 "Fun Footy Course" shall mean the Fun Footy Course run by FAW, selected by the Customer on the Application Form; and
- 1.1.9 "Working Days" shall mean Monday to Friday excluding Bank and Public Holidays.

1.2 A reference to any law is the reference to it as it is in force for the time being taking account of any amendment, extension, application, or re-enactment and including any sub-ordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and vice versa and references to one gender include reference to the other gender.

1.4 Headings in these T&Cs are for convenience only and will not affect the interpretation of these T&Cs.

1.5 Any words following the terms "including" or "include" shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Application of T&Cs**

2.1 The Customer must indicate acceptance of these T&Cs by submitting the Application Form to FAW.

2.2 Subject to any variation under condition 2.3 below, the Services shall be provided on these T&Cs only.

2.3 These T&Cs apply to all Services and any variation to them shall have no effect unless it is issued by FAW, or an electronic acceptance of it is issued by FAW. FAW reserves the right to change these T&Cs by giving notice, including to reflect changes in relevant laws and regulatory requirements.

2.4 The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of FAW.

2.5 Each Application Form submitted to FAW shall be deemed to be an offer by the Customer to enrol for a Fun Footy Course and to receive the Services.

2.6 No Application Form submitted by the Customer shall be deemed to be accepted until an electronic acceptance is issued by FAW. Places on Fun Footy Courses are and remain subject to availability, even after an acceptance has been issued.

2.7 The Customer shall ensure that the information they have provided on the Application Form is complete and accurate and complies fully with any FAW requirements which are stated in the Contract.

## **3. The Customer's commitments – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

3.1 In relation to the Fun Footy Course, the Customer agrees that they will:

- 3.1.1 comply with all applicable laws, FAW policies and procedures, and any other instructions given by FAW and/or its duly authorised staff, including those relating to safeguarding, and health and safety;
- 3.1.3 respect and show consideration for all other persons receiving the Services, all staff delivering the Services, and all associated property, facilities, and equipment, and will not behave in any other disruptive, unruly or anti-social manner;
- 3.1.4 be fit and well to the extent necessary for participation in the Fun Footy Course;
- 3.1.5 give FAW prior notice of any special access or dietary requirements on the Application Form or, if not known at that time, as soon as practicable thereafter;
- 3.1.6 be solely responsible for their personal property; and
- 3.1.7 not: (a) photograph or film any part of a Fun Footy Course, or any related attendee or venue, facilities, or equipment; or (b) publish or transmit any photograph or video footage of any of the above, in each case without the prior written approval of FAW.

## **4. Delivery of the Services**

4.1 The Fun Footy Course will take place at such venue, and on such date and time, as FAW may stipulate from time to time.

4.2 Any date or time specified by FAW for delivery of the Services is intended to be an estimate and time shall not be of the essence in any circumstance.

4.3 FAW will deliver the Services exercising reasonable care and skill.

4.4 FAW may deliver the Services in separate instalments.

4.5 FAW reserves the right to change a Fun Footy Course or the Services, including to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements.

## **5. Fees, Refunds and Right of Cancellation**

5.1 The appropriate Fee for the selected Fun Footy Course must be paid to FAW in full by the Customer when the Application Form is submitted. FAW

will reimburse the Customer in full for the Fee paid if the Customer's application is rejected.

5.3 At any time prior to the commencement of a Fun Footy Course, FAW shall have the right to cancel the Fun Footy Course by giving the Customer as much notice as is reasonable in all the circumstances. In the event of such cancellation, FAW will re-imburse the Customer in full for the Fee paid.

5.4 Right of cancellation:

5.4.1 Unless the exception below applies, the Customer has the right to cancel the Contract within 14 days without giving any reason.

5.4.2 The cancellation period will expire 14 days after the day on which FAW issued its acceptance.

5.4.3 To exercise the right to cancel, the Customer must give FAW notice of the decision to cancel by a clear statement.

5.4.4 To meet the cancellation deadline, it is sufficient for the Customer to send the communication of the right to cancel before the cancellation period has expired.

5.4.5 If the Customer cancels the Contract, FAW will reimburse the Customer (or any third party who made payment on behalf of the Customer) all payments received, and the reimbursement will be made without undue delay and not later than 14 days after the day on which FAW is informed about the Customer's decision to cancel the Contract. Reimbursement will be made using the same means of payment as used for the initial transaction unless the Customer has expressly agreed otherwise. In any event, the Customer will not incur any fees because of the reimbursement.

5.4.6 Exception – the right of cancellation does not apply where the Service has been fully performed within the 14-day cancellation period and the performance of the Service began after a request by the Customer accompanied by an acknowledgment that the Customer would lose the right to cancel once the Contract had been fully performed.

5.4.7 Where following the express request of the Customer, the Service has commenced within the 14-day cancellation period, FAW shall be entitled to charge the Customer for the supply of the Services for the period ending with the time when FAW is informed of the Customer's decision to cancel and calculated as a proportion of the total Fees payable under the Contract.

## **6. Intellectual Property**

6.1 The Customer acknowledges and agrees that ownership of any and all rights including intellectual property rights in materials (including photographs, video footage and data) associated with or which arise out of the Fun Footy Courses shall belong to, vest in and be the absolute sole and unencumbered property of FAW (or any third party to which FAW has validly assigned such rights) to the fullest extent permitted by law. The Customer waives all moral rights or rights in performances which they may be entitled to in connection with such materials.

## **7. Photographs and Video Footage**

7.1 Photographs and video footage of the Customer taken by FAW or third parties authorised by FAW may be published, transmitted or otherwise used by FAW and third parties authorised by FAW for training, promotional, marketing and/or commercial purposes. If the Customer does not wish to be photographed or filmed, or does not wish for photographs or footage of the Customer to be used for the above purposes, the Customer must withhold their consent either: (a) on the Application Form; or (b) by giving notice to FAW as soon as practicable thereafter. If the Customer gives notice to FAW under (b), FAW and third parties authorised by FAW shall not be liable for any pre-existing public display of such photographs or video footage and they shall only be required to use their reasonable endeavours to remove any such photographs or video footage.

## **8. Termination and Suspension**

8.1 If the Customer is in breach of the Contract, then (without limiting any other right or remedy) FAW may by giving notice to the Customer immediately either (a) Terminate the Contract; or (b) suspend the Services, without incurring any liability.

## **9. Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

9.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.2 Nothing in the Contract excludes or limits the liability of FAW for:

- 9.2.1 death or personal injury caused by FAW's negligence; or
- 9.2.2 fraud or fraudulent misrepresentation; or
- 9.2.3 any matter which it would be illegal for FAW to exclude or limit or attempt to exclude or limit its liability for.

9.3 Any liability of FAW for non-delivery of the Services (or any part thereof) or any other breach of contract, in tort or otherwise shall be limited to: (a) replacement of the Services within a reasonable time; or (b) refund of the applicable Fee, in FAW's discretion.

9.4 Subject to condition 9.2 above, FAW shall not be liable for any special, indirect, or consequential loss, cost, damages, charges, or expenses suffered or incurred by the Customer because of:

- 9.4.1 any breach of the Contract by FAW; or
- 9.4.2 any other acts or omissions of FAW, any third-party, or other Customer.

9.5 The Customer is advised to insure against any injury or losses incurred whilst receiving the Services or otherwise in connection with the Contract and arrange suitable medical cover.

9.6 The Customer shall fully indemnify and keep FAW fully indemnified from any special, direct, indirect or consequential liability, loss, damage, injury, cost or expense awarded against or incurred by FAW as a result of any breach of the Contract by, or wilful act or negligence of, the Customer.

## **10. Assignment, sub-contracting, and sub-licensing**

10.1 The Customer shall not be entitled to assign or otherwise transfer, sub-contract or sub-licence the Contract or any part of it without the prior written approval of FAW.

#### **11. Unforeseen Circumstances**

11.1 FAW reserves the right to defer the date or time, or change the venue, of delivery of Services if it is prevented from or delayed in carrying out any of its business due to circumstances beyond the reasonable control of FAW including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-out, strikes or any other labour disputes, or restraints or delays effecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

#### **12 Personal Information**

12.1 FAW will only use the Customer's personal information as set out in its privacy policy, which can be found here: <https://faw.cymru/privacy-policy/>

#### **13. Complaints Policy**

13.1 If the Customer gives FAW notice of any complaint about the FAW or the Services, FAW will endeavour to resolve these as set out in its complaints policy, a copy of which is available upon request.

#### **14. General Provisions**

14.1 All notices regarding the Contract shall be sent electronically to the parties' respective email addresses as set out in the Contract. FAW's email address for notices under this Contract is: [rosland@faw.cymru](mailto:rosland@faw.cymru). Notices shall be deemed to have been received on the day of dispatch unless an immediate "delivery failure" notice is received by the sender.

14.2 Each right or remedy under the Contract is without prejudice to any other right or remedy whether under the Contract or not.

14.3 If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

14.4 Failure or delay by FAW in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver or any of its right under the Contract.

14.5 Any waiver by FAW of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms of the Contract.

14.6 The parties under the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to it.

14.7 Formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by the law of Wales and England and the parties submit to the exclusive jurisdiction of the courts of Wales and England.