## **Terms of Business**

Due to the nature of our business, places on our courses are strictly limited.

Therefore we are not in a position to offer refunds at any time after the course fees have been paid prior to the commencement of the course or at any time during the course. GMFA accepts bookings subject to the following conditions:

### 1.Interpretation

- 1.1. In this document, wherever the context so admits, the following expression shall have the following meaning(s) respectively.
- \*GMFA means Greater Manchester Football Academy.
- \*Client means the person listed on the booking form.
- \*Major Change means changing the dates booked or majority of camp content over 80 per cent.

  \*Force Majeure means any situation or event beyond the control of GMFA. This could be an act of god, war, terrorist activity, civil strike, strike, riot, industrial disaster, breach of contract by suppliers, fire, adverse weather conditions, bureaucratic obstacles, changes in schedules of modes of transport be ferry, airlines and bus or train operations

### 2. Acceptance

A contract for the camp between GMFA and the client on written confirmation by GMFA.

The contract is subject to these booking conditions which the Client is deemed to have read and fully understood. These booking conditions can only be varied by written agreement between GMFA and the

No verbal representations made by GMFA shall be relied upon by the client.

To place a booking, a completed booking form and full payment should have been completed. Clients booking by telephone, email or facsimile will be deemed to have read and agreed to these booking terms and conditions online. A booking is accepted and becomes binding only from the date when GMFA has confirmed acceptance in writing, GMFA reserves the right to decline any booking at their discretion. Email and telephone booking are treated as provisional and are only confirmed once the funds have cleared.

The price at the time of the booking covers the costs of the planning, organising and delivery of the proposed camp programme.

Once the full payment has cleared the agreed programme will be delivered on the proposed date. If the client wishes to change the programme once full payment has been paid, another programme may be offered at the discretion of GMFA.

The client is responsible for their own personal medical insurance, requirements, personal footwear equipment and clothing unless otherwise stated.

### 5. Course Duration

Clients cannot leave either the 5 day or 25 day camp and return without the prior consent of GMFA.

### 6. Damage to Property

Clients shall be held responsible to make compensation for any damage they cause to the contents and furnishings of the premises during their stay, other than for general wear and tear.

### 7. Client Cancellations

Should the client be unable to make the camp they have booked, a similar camp on alternative date(s) will be offered by GMFA. No refunds will be given.

GMFA will ensure best endeavours not to cancel a confirmed booking, but reserve the right to do so in extenuating circumstances. If GMFA does cancel a confirmed booking, GMFA will offer the client the choice of another available date. This also applies in the event of a Force Majeure.

GMFA make every effort to ensure the accuracy of our literature. However changes can occur despite our best endeavours and we reserve the right to change any price or other particulars before the client books. (In which case you will be informed before the booking becomes binding).

The programme we publish in our literature and on our website describing the camps are designed to be illustrative in order to explain the scope and type of activities you will be undertaking It is unlikely that any one programme could be or would be followed precisely as it is published. Several factors outside of our control will determine this and dictate what can be accomplished reasonably during your camp. The most influential factors will be weather conditions and physical fitness of camp participants.

Taking these factors into consideration and the aims of the camp as described in our camp literature, GMFA will construct the best camp possible. GMFA will review and may alter the programme as the course progresses in response to the changing influence of these factors.

Once the camp is underway, GMFA reserve the right to change the activities at any time. Completion of the application and booking process to enrol with GMFA signifies your acceptance of GMFA authority to make decisions affecting the group on individuals.

## 11. Acceptance and Authority

Contractors and employees of GMFA will use its best endeavours to resolve problems to the client as a whole. The client must refrain from any conduct which may cause offence, danger or damage to any person or property. If GMFA or any of its suppliers believe that the client is in breach of this obligation, likely to breach it, or is otherwise unfit to partake in the activity, GMFA or its suppliers, may in their absolute discretion refuse the booking or have the client removed from any property or facility. The client will not be permitted to any liability in such circumstances and the client will be solely responsible for any costs incurred.

## 12. Personal Health

Except as disclosed in writing to GMFA the client confirms that they are in good mental and physical health and is unaware of any reason that they may be unsuited to taking part in the activity or may be likely to suffer illness or injury during the activity.

Failure to disclose any information on the booking form may result in GMFA terminating the contract and withdrawing the client from the activity on the grounds of withholding or providing incorrect information. The client will not be entitled to any refund of payments made under this determination contract.

13. GMFA is not liable for any personal injury incurred whilst on camp. Personal Accident insurance is highly recommended but not compulsory.

If there is a problem during the activity, you should report in the first instance to the coach. If it is still unresolved you should write to the Course Director of GMFA camp immediately so that prompt and

Failure to notify GMFA in writing may prejudice our ability to resolve the problem and your right to compensation.

## 15. General Points

This contract is personal to the client and is not capable of transfer or assignment without prior written consent of GMFA.

## 16. Conditions of Service

As part of the continual review of safety and associated considerations, the conditions of bookings are subject to change, clarification and modification at any time. Only the GMFA Camp Director is empowered to vary or waive any of the conditions of booking.

The liability of GMFA for direct losses arising out of their negligence, breach of contractor, any other cause of action arising out of or in connection with this Agreement, shall be limited to the cash receipts

# GMFA shall not be responsible for any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.

## 18. Data Protection

Clients agree that in relation to information held, from time to time GMFA may:

- Use the information to perform their obligations and enforce rights under this agreement.
- Use the information to inform customers about camps, products or services which may be of interest to them.
- Use the information to inform the clients of feedback and camp results

GMFA reserve the right to take any recordings of the client during the delivery of GMFA, the recordings to be solely owned by GMFA.GMFA reserves all copyright which may subsist in the products, or in connection with the provision of all the activities, services or facilities.

This agreement shall be construed in accordance with the laws of England and Wales, the Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of this agreement.