

## **Terms and Conditions of Use and Purchase of Courses for Middlesex FA**

**Please read these terms and conditions carefully as they set out the contractual basis on which we agree to enrol you on a course or workshop (from hereon together known as a "Course") advertised on the MCFA website (the "Site") or sent by hard copy**

- 1. Contracting parties.** When you enrol on a Course through the MCFA, either online or by Application form submission, you will be contracting with Middlesex County Football Association Limited. Middlesex County FA is referred to in these terms and conditions as "we" "us" or "our".
- 2. Registration.** When registering or booking Courses, you agree to provide true, accurate and complete information about yourself. We reserve the right to cancel your booking if we discover you have provided us with inaccurate information.
- 3. Medical Information.** You are obliged to declare, in writing, any relevant, current or previous, injury or illness that may limit or hinder your participation in the Course. We must also be advised, in writing, if you have ever been diagnosed as asthmatic, diabetic or epileptic, or suffer from any allergies that the staff running the Course may need to be aware of. Please note that a declaration of any injury or illness does not automatically preclude you from any Course.

If you are on a regular course of prescribed medication, you must ensure that you bring a sufficient amount of the medication to cover you throughout the Course. Although first aid cover will be provided, where necessary, during Courses, no doctor will be available to replenish regular medication, nor will there be any facility to deliver medical treatment for chronic or longstanding medical conditions.

Please ensure that any relevant medical information is sent under separate cover or attached with your Application form and that we are informed immediately should you later become aware of any relevant injury or illness following the submission of your application.

- 4. Personal Data.** You agree that all personal information and data collected from you via this Site may be used in accordance with our current privacy policy, that can be viewed online, and the Data Protection Act 1998.
- 5. Qualifications.** You can only participate in some Courses if you hold the appropriate pre-requisite qualifications to do so. Where applicable, this requirement will be highlighted in the Course details. You must apply to us for approval to register on such Courses. Once we have checked your qualifications and accepted your application we will send you an email/letter confirming that you may proceed with your application.
- 6. Course specifics.** All Courses will be conducted in English. The location and date of the Course will be indicated in the Course details. Drinks and meals are not supplied in the Course. Candidates must arrange their own transport to the Course venue. Candidates are expected to bring appropriate kit in order to participate in the Course. Course materials will be provided online, however, if this is not practical they will be provided by post or during the Course. The Courses will be delivered in accordance with the Course details set out on MCFA online. If we need to alter these details, we will notify you of any such changes as soon as reasonably practicable.

Where part of your Course is to be provided wholly online by remote access or where

you have access to bulletin boards as part of your Course you agree that you are responsible for everything that you transmit to MCFA online or any other part of www.TheFA.com and you agree not to:

(i) use the Site for any commercial purpose, the Site may only be used for your own personal use;

(ii) post content or participate in any form of discussion which is unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, racially offensive or which otherwise includes objectionable material;

(iii) post content which you do not have the right to use or transmit to the Site any material containing software viruses or files designed to damage or disrupt the good working order of any computer or telecommunications equipment; or

(iv) impersonate any other person or entity whilst using the Site.

We will be entitled at our discretion to remove anything which is transmitted to, from or via the Site or posted on the Site which, in our opinion, is objectionable or does not comply with these terms and conditions in any way. We will not be liable for doing this. We may bar your access to the Site and your participation in a Course if you breach these provisions.

In relation to any information, materials or other content that you upload, submit to us or post via this website, you grant us a world-wide, non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, such information, ideas, know-how, concepts, techniques and materials (in whole or part) for any purpose, including without limitation, copying, transmission, distribution, publication or incorporating such content in other works in any form, media or technology now known or developed unless restricted by applicable law. You represent and warrant that you own or otherwise control all of the intellectual property rights and information, materials or other content that you upload, submit to us or post via this website.

**7. Pricing.** All prices are stated in pounds sterling and are valid until altered by us.

**8. Booking Procedure.** Once we receive your request for enrolment on a Course, we will check availability for your chosen Course. The maximum Course size will depend on the Course that you book. If there are vacancies for the Course, we will confirm this to you by return e-mail (the "Approval E-mail") to the e-mail address that you provide on registration, or by written confirmation, and we will then proceed to process your payment. Once your payment has been processed, we will notify you by e-mail (the "Enrolment E-mail"), or written confirmation, that your booking has been confirmed and that there is now a contract in place between us.

**9. Payment.** If you are not paying online the you may pay for your Course by cheque, postal order or cash to Middlesex County FA, 39 Roxborough Road, Harrow, Middlesex, HA1 1NS. After your payment is processed we will send the Enrolment E-mail/written confirmation to you. If you choose to pay by cheque, your cheque must be received within 7(seven) working days of the written confirmation being despatched. Until such time as your cheque is received and has been cleared by your bank, your enrolment on the course shall be provisional. Should we not receive your cheque within the 7(seven) workings days as stipulated, your provisional booking will be cancelled and another candidate may take your vacancy.

**10. Cancellation by the candidate.** Once your payment is processed, we will start to provide services to you by ordering the course materials. However, if you wish to cancel your booking prior to the commencement of the Course you may do so subject to the following cancellation charges: (i) if you cancel your booking more than 8(eight) weeks prior to the scheduled start date of the Course, we will refund your booking fee less 33% of the sum; (ii) if you cancel your booking between 8(eight) weeks and 4(four) weeks prior to the scheduled start date of the Course, we will refund your booking fee less 33% of the sum, plus an additional sum of £25.00 for course materials; or (iii) if you cancel your booking less than 4(four) weeks prior to the scheduled start date of the Course, you will not be entitled to a refund, however, we may, in our discretion, agree to refund part of the booking fee.

**11. Cancellation by us.** We reserve the right to cancel or rearrange a Course at any time if the minimum number of candidates fail to book onto a Course, if a third party service provider cancels elements of the Course, or for any other reason which is outside of our control. In this event, we will provide you with as much notice as possible and you will have the option of either: (a) a full refund of fees; or (b) rebooking the same Course for a different date.

**12. Sub-licensing and Assignment.** You agree that we may sub-contract the provision of the Course and any elements connected with it to third parties. We may assign our rights or obligations under this agreement to any subsidiary company.

**13. Copyright in website content:** We or our licensees retain all intellectual property rights in the Course materials made available through MCFA online. You may not copy, download, link or otherwise use the Course materials (including any graphical image) for any purposes other than as necessary for your own personal learning purposes. You must not remove or obscure logos, names or other proprietary or intellectual property marks showing ownership by us or any third party.

**14. Disclaimer of Warranties and Liability.** Nothing in these terms and conditions shall operate to limit or exclude our liability for death or personal injury caused by our negligence.

We do not accept liability for loss or damage to your personal possessions whilst you are attending a Course. Candidates may wish to take out insurance for any valuable possessions that they bring with them.

Except as set out in these terms and conditions, we do not accept any liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising from your booking.

We will only be liable for losses that we have not expressly excluded in these terms and conditions up to the value of your Course fee.

**15. Applicable law.** These Terms are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English Courts.

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