





# THE INTERNATIONAL FOOTBALL GROUP LIMITED TERMS AND CONDITIONS OF UK FOOTBALL EDUCATION PROGRAM ("the Ts & Cs")

## **INTRODUCTION**

In these Terms and Conditions (The Agreement) "you" means the person signing these T's & C's and "we" means The International Football Group Limited (TIFG).

The expressions "your" "our" and "us" should be read accordingly.

Upon enrolment on our Football Education program, every player must agree to and sign these Conditions, inclusive of the Release of Liability; Payment Plan Terms & Conditions; and Cancellation Policy.

By signing, players agree to and acknowledge the following:

- Details on what is included and excluded from the Program Fee
- Policies for cancelling or modifying the program
- Release of Liability

# **COSTS**

# **Athletic Costs**

All athletic costs are subject to scholarships and/or payment plans.

£1,000 deposit is payable by end of July 2025. £12,800 Athletic fee(less deposit) is due upon receipt of conditional offer from the University.

Fully refundable (less £750 cancellation fee) or transferable to an alternative programme if academically rejected from UCLan OR rejected for Visa.

## Payment Plans

Remaining Balance payable in two formats:

- A) 1 x instalment by September 31st of £11,800
- B) 2 x instalments by September 31st / January 31st of £6,000 (£5,900 x 2 = £200 instalment fee)

#### Refunds

No refunds of Athletic fees to given post acceptance to UCLan

# **ACCOMODATION**

Accommodation contracts are held between the University and student, not TIFG.

If, for whatever reason, you are found to be in breach of your accommodation contract, you will be responsible for sourcing an alternative.

## Nature of Agreement

This Agreement is between you and TIFG. You will sign a separate Agreement with UCLan before you start your education.

## Terms of this Agreement

This document sets out our respective rights and responsibilities.

## Formation of this Agreement

This Agreement will be formed, and a legally binding contract entered into between us upon the latter, of (a) the Acceptance by you of the Ts & Cs and (b) the payment of the football coaching fee.

If you are under 18 when this Agreement is formed, we will hold the licence on trust for you until you reach 18. During that time, you will enjoy all the rights set out in this Agreement and be subject to all the obligations contained in it.

When you reach 18, you will be entitled to terminate the Agreement in accordance with clause 6.3.3 below. If you choose not to do so, the Agreement will be legally binding upon YOU.

# **RESPONSIBILITIES**

Our responsibilities are set out in clause 1 Our Responsibilities (below). We are fully committed to fulfilling our responsibilities under this Agreement. If we fail to meet these, we expect you to tell us and give us the opportunity to put things right.

## Your Responsibilities

By entering into this Agreement, you commit to comply with your responsibilities. These are set out in clause 2 'Your Responsibilities'

If you fail to meet these, we will tell you and (unless the failure is serious or persistent) we will give you a chance to put things right. If you fail to take this opportunity, or if the failure is serious or persistent, we will be entitled to take legal action against you which may result in you having to leave your Accommodation & the Football Education program.

#### Variations to this Agreement

With the exception of any changes as a result of government legislation, this Agreement cannot be changed without prior written agreement between you and us.

## **Enquiries**

If there is anything you do not understand or if you have any other queries relating to this Agreement, please contact international@macclesfieldfc.com

If you are based in the United Kingdom and require advice on your rights or responsibilities under this Agreement, please seek advice from a Citizens' Advice Bureau, Law Centre or solicitor. If you are based overseas and require advice on your rights or responsibilities under this Agreement, please seek advice from an expert in English law.

## Glossary

These Ts & Cs contain certain words which begin with capital letters. These have particular legal meanings which are explained in the glossary at the end of these Ts & Cs.

## 1. OUR RESPONSIBILITIES

## 1.1 Services and facilities

We will not be liable for any failure or interruption to any of the services or facilities (or any loss arising from any failure or interruption), if the failure or interruption is due to reasons outside our control (e.g.,

mechanical breakdown, shortages of fuel/materials, labour disputes, necessary maintenance, repair, or replacement or a public health crisis or pandemic such as COVID-19).

- 1.2 Sickness / First Aid
- 1.2.1 We have a physio present at all training sessions and matches HOWEVER it is each players responsibility to ensure they have medical insurance for the duration of their stay in the UK. If required professional medical advice and treatment will be sought in accordance with your medical insurance provision. No refunds to be given in the event of injury (short or long term).
- 1.3 Travel & Transport
- 1.3.1 TIFG will provide airport transfers for first time arrivals to the programme (from Manchester Airport to IQ Kopa Accommodation). Flight information must be provided immediately following receipt of student visa.
- 1.3.2 Transport to training and matches will usually be covered by a club minibus details of this will be communicated once in the UK if the minibus isn't available there is a shuttle bus service.
- 1.4 Social Events
- 1.4.1 We may organise social events during the Football Education program which you may participate in (these may take the form of virtual events).
- 1.5 Itinerary
- 1.5.1 A schedule for training & matches will be communicated to you upon arrival, and continuously through the year, by one of our Coaches.

## 2. YOUR RESPONSIBILITIES

- 2.1 Deposit & Fees
- 2.1.1 You must pay the Deposit / Fees in accordance with the payment terms set out in Schedule 1. You must notify TIFG at least one month if you will not be attending the program. Please see deposit refund policy at Schedule 1.
- 2.1.2 The obligation to pay the Fee is your responsibility and is payable before the Football Education program begins. Failure to pay the Fee will result in your place on the program being cancelled.
- 2.1.3 If the whole or any part of the Fees remain unpaid in breach of the payment terms set out in Schedule 1, we reserve the right to charge you a reasonable fee to cover our administration expenses for each letter that we send to you, acting reasonably, chasing you for payment of any Fee arrears. £25 per letter and email.
- 2.1.4 If someone other than you pays all or part of the Fees to us directly (e.g., a parent), this will not reduce or affect your responsibilities under the Agreement or result in any kind of rights or benefit to that other party.
- 2.2 Deposit

The Deposit shall be paid in accordance with the payment terms set out in Schedule 1.

#### 2.2.1 Visa

Your Tier 4 Student Visa is issued on behalf of UKVI, not TIFG.

You are responsible for ensuring it is received appropriately and in a timely manner to partake in your studies.

No refunds will be issued in the event of a cancelled visa due to un-satisfactory academic progress.

Should you be denied entry to the UK for any reason due to visa difficulties, your place on the program will be cancelled and no refund of any monies paid by you will be due back to you.

- 2.3 Risk assessments and Health & Safety assessments
- 2.3.1 You agree to comply and/or co-operate with a reasonable request by us to provide information or to assist in connection with a risk assessment or any Health & Safety assessment undertaken by us in relation to the program.
- 2.4 Respect for others

You agree:-

- 2.4.1 To show respect, at all times to all staff and players.
- 2.4.2 The use of abusive language and/or violence in any form against other players, parents, coaches, visitors and/or staff at TIFG is strictly prohibited. Any such incident will be reported to management and will result in immediate expulsion from the programme without refund.

TIFG will provide a safe environment; however, customers acknowledge that players play at their own risk. TIFG is not responsible for any injuries to players during training sessions, matches and activities.

TIFG is not responsible for any lost property or property left unattended.

Lost property will be placed in the 'lost & found' box, and if it is unclaimed by the end of the running term it will be given to a local charity.

TIFG has the right to withdraw any player and/or parent should the player and/or related parent fail to adhere to TIFG's Policies, Terms and Conditions.

- 2.4.3 Not to use violence or threaten to use violence, verbally assault or harass or threaten to harass (including harassment on grounds of age, gender, sexual orientation, religion, belief, race, culture, disability or lifestyle) any person;
- 2.4.4 Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue on the program.
- 2.4.5 To display respect for the Health & Safety of yourself and of other players/staff and comply with any Health & Safety Guidance (which may be updated from time to time) applicable
- 2.4.6 To notify us as soon as reasonably possible if you become aware of any circumstance which may affect our insurance
- 2.4.7 To comply with any reasonable regulations that we make which are notified to you in writing in advance.
- 2.5 Fire Safety

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures.

- 2.6 Insurance
- 2.6.1 You agree to secure for yourself, full and comprehensive valid Travel and Healthcare insurance for the periods of travel to and from the Football Education program and for the duration of the Football Education program itself.
- 2.6.2 You agree to provide copies of these insurances as part of your application for the Football Education program.
- 2.6.3 You agree to keep hard or electronic copies of these documents with you during your period of the Football Education program.

- 2.7 Flights
- 2.7.1 You will cover the cost of all outbound and return flights (including any internal flight transfers) to the UK for the purpose of the Football Education program. Please provide this information to the recruitment staff or coaches.
- 2.8 Sickness / First Aid
- 2.8.1 You agree to inform your Football Education program Coach/Manager if you are ill or require First Aid treatment.
- 2.8.2 You will ensure any allergies (including food allergies), disabilities or medical requirements you have are made aware to us at the point of signing up to this Agreement.
- 2.8.3 You will bring enough required medication with you (if applicable) for the duration of your travel and the Football Education program.
- 2.8.4 Full return to play protocol in place with Physiotherapist and Strength / Conditioning staff in place.
- 2.8.5 No refunds will be given in the event of injury (short or long term).
- 2.9 Kit & Equipment
- 2.9.1 You will bring all appropriate footwear and sports bag (trainers, football boots, shin pads, etc to enable full football coaching on a 4G and / or grass pitch.
- 2.9.2 You must wear MFC / TIFG kit at all times (additional merchandise can be purchased via the website).
- 3.0 Education
- 3.1 It is your responsibility to stay on top of your own education during your time on the Football Education program.
- 4.0 International Clearance

The English Football Association International Clearance process can begin after a student's 18th birthday, and upon competition of their last official competitive football fixture outside of the UK.

TIFG will contact student 4-6 weeks prior to their arrival to the UK for specific information enabling the organisation to file for clearance on the student's behalf.

International Clearance resets whenever an official competitive football fixture is played outside of the UK, and as such it is your duty to keep IFG informed of any changes to your situation.

Failure to provide accurate information can result in FA governed fines of up to £10,000.00.

The FA International Clearance process is independent of TIFG and we have no control on timeframes taken.

No refunds will be given in the event of an elongated wait for International Clearance.

- 4.1. U18 Players
- 4.1.1 Any player arriving to the UK under the age of 18 years old will not be eligible to partake in official competitive football fixtures due to The English Football Association International Clearance process.
- 5.0 Healthcare/Insurance
- 5.1 National Health Service available to all full-time students enrolled at UCLan at all times under the terms of Student Tier 4 Visa.
- 5.2 Private cover / insurance payable by yourself on top of NHS medical cover

- 5.3 If applicable, we recommend checking with your existing provider in your home nation to assess your coverage.
- 5.4 TIFFG will not cover any medical / healthcare costs.

#### OUR RIGHTS

- 3.1 Where we reasonably consider that, because of your behaviour, it is necessary to move you from the Football Education program to protect your wellbeing or the wellbeing of others, we will cancel your place on the program and inform you within 48 hours of such a decision.
- (a) we will give you written notice of this and notify you of the date on which you are to leave.

We will give you reasonable notice of this date, taking into account the circumstances. This may mean that, in certain circumstances, the notice period may be as little as 24 hours;

#### IF YOU BREACH THIS AGREEMENT

- 4.1 Payment for loss or damage
- 4.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any cancellation of your place on the Football Education program.
- 4.2 The procedure we will follow if you have breached this Agreement;

If you breach any of the terms of this Agreement, then action may be taken against you under the procedure set out below:

- 4.2.1 On us identifying or becoming aware of any breach by you of the terms of this Agreement, TIFG will decide whether to:
- (a) take no action;
- (b) discuss this with you informally;
- (c) write to you to draw your attention to the alleged breach and/or take further action in accordance with clauses 4.2.2.;
- 4.2.2 Where we decide to take further action in relation to any breach:
- (a) TIFG will investigate the alleged breach and write to you drawing the alleged breach to your attention;
- (b) in that letter, TIFG will invite you to meet with them in order to discuss with you the circumstances of the alleged breach;
- (c) at the conclusion of the meeting, or if without good reason you fail to attend the meeting, TIFG will decide (acting reasonably)

whether you have committed the alleged breach and, if so, whether to:

- i. give you a verbal warning; or
- ii. a written warning; or
- iii. a final written warning (which will be issued if you have already received a written warning); or
- iv. terminate the Agreement (this decision will only be taken if, in the opinion of the relevant authority (acting reasonably), the breach is sufficiently serious, or you have persistently breached the Agreement);

If a decision is made that we will terminate this Agreement; we may;

vi. require you to pay for any loss or damage and/ or our reasonable costs arising from the breach.

- (d) TIFG will write to you, normally within 3 days of the meeting, notifying you of the decision mode;
- (e) if you are unhappy with the decision made, you can appeal the decision in accordance with the procedure set out in clause 6.1.

## 5 TERMINATION OF THIS AGREEMENT

- 5.1 Your right to terminate before the start of the program;
- 5.1.1 You may terminate this Agreement if:-
- a) you notify TIFG up to 30 days before the date on which the program starts that you wish to terminate this Agreement by e-mailing international@macclesfieldfc.com;
- b) you do not receive your visa and/or travel & healthcare insurance up to 14 days before the date on which the program starts that you wish to terminate this Agreement by e-mailing international@macclesfieldfc.com;
- c) you decline the offer to partake in The Football Education program up to 30 days before the date on which the program starts that you wish to terminate this Agreement by e-mailing international@macclesfieldfc.com;
- 5.1.2 Provided that you terminate this Agreement in accordance with Clause 5 (a), (b) or (c), this Agreement will terminate, and we will refund any Deposit and or Fee (SEE SCHEDULE 1 FOR REFUND POLICY) that has been paid to you as soon as reasonably practicable. If you do not terminate this Agreement in accordance with Clause 5.1.1, this Agreement will continue in full effect, you will not be entitled to any refund of the Deposit or Fee.
- 5.2 Our right to terminate
- 5.2.1 If you owe us any money, we may terminate this Agreement up to 4 weeks before the start of the program by giving you not less than 4 weeks written notice and if we do terminate this Agreement under this clause, we will refund any Deposit and/or Fee that you have paid under this Agreement (LESS A £750 CANCELLATION FEE).
- 5.2.2 In the event that you fail to start the program within seven days after the program start date, we reserve the right to immediately terminate this Agreement by giving written notice to you and we reserve the right to retain any Deposit and/or Fee that you have paid under this Agreement.
- 5.3 Our right to terminate if you have breached ANY Ts & Cs

We may terminate this Agreement in any of the following circumstances:-

- 5.3.1 If you have failed to pay the Deposit or Fee in accordance with the payment terms set out in Schedule 1; or
- 5.3.2 Where you have committed a serious breach or have persistently breached the conditions of this Agreement and, having followed the procedure set out at clause 5.2 above, we have decided to terminate the Agreement
- 5.3.3 If you are made bankrupt.
- 5.4 Our right to terminate for other reasons

We may also terminate this Agreement by giving you not less than 4 weeks written notice if:

5.4.2 You are no longer pursuing the Football Education program with us;

- 5.4.3 If any information supplied by you, or on your behalf, in connection with your application to us for a place on the program is untrue, inaccurate or misleading, or if you fail to disclose relevant information which would amount to a misrepresentation, and we consider (acting reasonably) that the relevant information makes you unsuitable to participate in the program
- 5.5 Effect if we terminate the Agreement
- 5.5.1 If we terminate the Agreement in the circumstances set out in clauses 5.4 or 5.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you.
- 5.5.2 If we terminate this Agreement in the circumstances set out in clause 5.5.1, you will still be obliged to pay that part of the Fee corresponding to the period up to and including the termination date, but you will not be obliged to pay that part of the Fee corresponding to the period after the termination date.
- 5.5.3 If we terminate the Agreement in the circumstances set out in clauses 5.5.2, 5.5.3, 5.5.4, you will still be obliged to pay the Licence Fee in relation to the whole of the Period of Residence.
- 5.5.4 If the Agreement is terminated and you do not move out of the Accommodation by the termination date, we may take legal action in order to obtain a court order requiring you to move out.

## 6. COMPLAINTS

### 6.1 Procedure

If you are unhappy with a decision that we have made or feel we have not fulfilled our obligations under this Agreement you should, in the first instance, discuss this with your Football Education program Coach/Manager.

If you are not happy with the outcome and wish to pursue your complaint further, you should email international@macclesfieldfc.com clearly stating the reason for your complaint.

# 7. APPEALS

## 7.1 Procedure

If you are unhappy with any decision we make when exercising our rights under this Agreement, you may appeal that decision by emailing international@macclesfieldfc.com clearly stating the reason for your complaint appeal.

#### OTHER MATTERS

- 8.1 Notices
- 8.1.1 All letters and notices sent by: (a) us to you will be properly served if they are delivered to you by hand, first class post, or in person.
- (b) you to us will be properly served if sent to us at Head Office by first class post or special delivery.
- 8.1.2 A notice sent by the following means is to be treated as having been received:
- (a) if delivered by hand, on the day of delivery; or
- (b) if sent by first class post or special delivery, on the first working day after posting.
- 8.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.
- 8.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e., not us).

- 8.2. Data protection & GDPR
- 8.2.1 We will comply with the Data Protection Act 1998 & GDPR as amended from time to time. We will allow you to inspect certain information that we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you with the reasonable cost of providing copies of the information.
- 8.2.2 By Accepting these Ts & Cs you agree that all data supplied to us can be shared between our departments and with third) if it is reasonable for us to do so.
- 8.2.3 We will not disclose sensitive personal information (e.g., medical records) except with your explicit consent or if we are permitted and/or required to do so by law.
- 8.3 Liability for loss or damage

We shall not in any circumstances incur any liability in respect of loss or damage to any person or property or otherwise, unless the loss or damage was caused by our negligence.

- 8.4 Governing law and enforceability
- 8.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.
- 8.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.
- 8.5 Legislation

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. This means that no one can enforce any rights or obligations under the Agreement other than you and us.

8.6 VAT

At the date of this Agreement the Fees include VAT.

8.7 Alternative formats

Please contact Head Office at **international@macclesfieldfc.com** if you require these Ts and Cs in an alternative format.

I agree to, and have read, understood & accept the Terms and Conditions above and sign below as confirmation.

Name	
Signed	
Date	

#### **SCHEDULE 1**

Please note that we accept payment in (GBP) sterling only.

## A deposit is required within 2 weeks after receiving conditional offer from University of £1,000

1. You will be required to pay the Fee by debit or credit card immediately online once you have accepted these Ts & Cs.

We will deduct the Deposit from your Fee as follows:

If you have (or are deemed to have) elected to pay the Fee in full by one single payment, we will deduct the Deposit from that payment; or

2. Payment of the Fee

Your Fee must be paid either:

## Deposit

A deposit is required within 2 weeks after receiving conditional offer from University of £1,000

Fully refundable (less £750 cancellation fee) or transferable to an alternative programme if academically rejected from UCLan, or rejected for VISA or you decide not to attend the programme.

## **Payment Plans**

Remaining Balance payable in two formats:

- A) 1 x instalment by September 31st of £11,800
- B) 2 x instalments by September 31st / January 31st of £6,000 (£5,900 x 2 = £200 instalment fee) Payments must be made by the specific dates or training will be suspended until payment is received.
- 3. Any scholarship options are at TIFG's discretion and are considered on a case-by-case basis.

#### **GLOSSARY**

Words used in this Agreement and in these Ts & Cs have the following meanings:

Accept

Means to formally accept these Ts & Cs by signing ["I Agree"] in your Football Education program agreement.

"Accepted" and "Accepting" are to be interpreted accordingly.

Deposit

Means the deposit as specified in the Ts & Cs.

**End Date** 

Means the date on which you wish this Agreement to end where you are seeking to terminate this Agreement before the end of the program.

Health & Safety Guidance

Means:-

- (a) our Health & Safety policies (including any policies relating to infectious disease, COVID-19 and pandemics);
- (b) any Health & Safety legislation and regulations; and
- (c) any government guidance or Public Health England advice applicable in times of pandemic, the COVID-19 crisis or other public health crisis (including requirements for social distancing, requirements to wear a face mask, limitations on mass gathering, requirements for quarantine or self-isolation before or upon arrival at the Accommodation, COVID-19 diagnostic and surveillance testing before or upon arrival at the Accommodation, contact tracing, disinfection protocols and restrictions on Visitors).

Fee

Means the charges for your Football Education program with TIFG prior to formation of this Agreement.

Program

Means the period starting and ending on the dates specified in the Football Education program Agreement.

The Football Education program Coach / Manager

Means the person managing all the Football Education program attendees.

Accommodation

Means the University accommodation

In these terms and conditions "you" means the person signing this Agreement and "we" means The International Football Group Limited .

The expressions "your" "our" and "us" should be read accordingly.