

THE INTERNATIONAL FOOTBALL GROUP LIMITED

TERMS AND CONDITIONS OF UK GAP 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 Gap program, every player must agree to and sign these Booking 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
- Terms & Conditions for upgrade purchases, add-ons, and extended stays
- Policies for cancelling or modifying a Gap program
- Release of Liability

COSTS

Accommodation Costs / Deposit

The cost of the deposit, if staying in Leighton Hall in Preston is £6,500 and if staying in the Exchange Apartments is £6,500. This will need paying before arrival in the UK or the accommodation will not be available. (This deposit will cover the accommodation costs for the players stay in the UK less any costs of damage/cleaning once the Accommodation is vacated). Payment must be made by 1st August or 1st Dec (for ½ year program) prior to arrival.

Nature of Agreement

This Agreement is a licence and not a tenancy. This means that you have a personal right to occupy the Accommodation during the Period of Residence but do not have exclusive possession of the Accommodation.

You may sign a separate Agreement with your Accommodation provider before you take possession of the Accommodation.

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 Deposit.

If you move into the Accommodation prior to the date that you have both Accepted the Ts & Cs and paid the Deposit, you will be deemed to have accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement by your action of moving into the Accommodation.

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 below. If you choose not to do so, the Agreement will be legally binding upon YOU.

Period of Residence

The programmes will run as follows (depending on either 1 or 2 semesters chosen):-

7th September 2024 to 20th December 2024 or 4th January 2025 – 31st May 2025

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 Gap program Programme.

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

During the Period of Residence, the Accommodation provider will use reasonable endeavours to:-

- (a) maintain Accommodation as clean, tidy, and in reasonable repair and fit for use by you and other occupiers;

- (b) ensure that all fixtures and fittings for water, gas (if applicable), electricity and water heating in the Accommodation are kept in working order and to provide such heating as they consider adequate (acting reasonably).
- (c) provide an adequate supply of hot water for normal domestic use.
- (d) provide facilities for the washing and drying of clothes (usually via a laundrette or laundry service).
- (f) arrange for a third party to provide Wi-Fi at the Accommodation (you may need to register to use this).

They/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 We will provide collection to and from Manchester Airport (or suitable local train station) and travel to Accommodation (first arrival only)

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 Gap 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 before the Period of Residence on the dates and in accordance with the payment terms set out in Schedule 1. You must notify TIFG at least two weeks in advance of any semester starting, in writing, if you will be unable to pay any monies due or will not be attending the program. Please see deposit refund policy at clause 6.1.2.

2.1.2 The obligation to pay the Fee is your responsibility and is payable before the Gap 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

It is the responsibility of each participant and families to ensure they may freely arrive and depart the UK for the program. If a visa is required for your home nation, you are responsible for ensuring it is received appropriately and in a timely manner to partake in your studies.

No refunds will be given if you are denied entry to the UK. 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.

The 180-day rule for UK visitors applies per visit, not per year. Under the visitor rules, an overseas national can cumulatively stay for more than 180 days in any 12-month period over the course of two or more separate trips. Visit visas allow stays of no longer than 6 months (or 180 days) per visit.

2.3 Period of Residence

2.3.1 You must notify TIFG in writing prior to the Period of Residence start date if you do not intend to occupy the Accommodation from the first day of the Period of Residence.

2.4 Visitors

2.4.1 You are responsible for the behaviour of any Visitor and any Family Member, and you must ensure that they do not break the terms of this Agreement. If they do, you will be in breach of this Agreement.

2.4.2 You agree that we may remove or exclude your Visitors from the Accommodation or the Accommodation where we have reasonable grounds to believe that this is necessary for the safety and/or wellbeing of other persons or your Visitors, including if your Visitors or other occupants pose a risk to Health & Safety or fail to comply with Health & Safety Guidance and in the event of a public health emergency.

2.4.3 You agree not to allow anyone other than the occasional Visitor to stay, provided that:

- (a) the Visitor does not stay for more than one consecutive night; and
- (b) you have obtained the advance permission and (if the Accommodation is shared) of the people that you live with; and
- (c) you do not have more than one Visitor staying with you at any given time; and
- (d) the Visitor does not annoy, pose a risk to the Health & Safety of or disturb study by or sleep of, other occupants of the Accommodation.

2.4.4 We reserve the right to withdraw this privilege on 24 hours' notice if, in our reasonable opinion, it is necessary to do so for the safety and wellbeing of other occupants of the Accommodation and/or to safeguard our property.

2.5 Moving Accommodation

2.5.1 You agree not to move to another Accommodation within the Accommodation, or to any other accommodation provided by us, without first:

- (a) obtaining the prior written approval of TIFG (acting reasonably provided the conditions set out in Clause 2.6.1(b) are fulfilled)). If consent is given, you will be charged an administration fee of £150 which covers our administration expenses in arranging the move and amending our records accordingly; and
- (b) finding a suitable replacement occupier approved by us (at our absolute discretion) who is not already in accommodation provided by us and who enters into an agreement with us to occupy the Accommodation immediately after you have moved out.

2.5.2 If you are permitted to move, all the Terms and Conditions of this Agreement are transferable to the new Accommodation.

2.6 Risk assessments and Health & Safety assessments

2.6.1 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 your occupation of the Accommodation.

2.7 Respect for others

You agree:-

2.7.1 To show respect, at all times, for all persons living and/or working in the Accommodation or in the locality of the Accommodation and not to cause or do anything that is likely to cause a nuisance or annoyance to them.

2.7.2 To keep noise at a level that does not interfere with the study, sleep or comfort of persons living and/or working in the Accommodation and, in particular, not to make or allow any loud noise (including televisions, playing music or musical instruments) between designated quiet hours (being between the hours of 23.00 hours and 08.00 hours or such other times as We shall notify to you);

2.7.3 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;

2.7.4 Not to bring into either the Accommodation or permit to be carried, stored, used or sold/exchanged in the Accommodation any weapons, firearms, explosives, fireworks, illegal items or items which we consider to be offensive or dangerous (e.g. replica, ceremonial or toy weapons, knives, martial arts weapons, air-weapons, projectile devices or dangerous chemicals or substances) or allow the Accommodation to be used for any criminal, immoral or illegal purpose including (but not limited to) selling, supplying or using illegal substances, storing or handling stolen goods or prostitution. We will notify the Police if you, your Family Members or Visitors are found to be in breach of this obligation;

2.7.5 Not to commit any arrestable offence or criminal act which we consider (acting reasonably) makes you unsuitable to continue to live in the Accommodation;

2.7.6 Not to allow persistent use of Accommodation facilities by non-residents;

2.7.7 Not to smoke in the Accommodation;

2.7.8 Not to place any items on or throw anything from the balconies or windows of either the Accommodation and not to hang any clothing or other articles from any part of the Accommodation;

2.7.9 Not to bring any cars or motorcycles onto the Accommodation;

2.8.10 To display respect for the Health & Safety of yourself and of other occupants and comply (and procure compliance by your Family Members and Visitors) with any Health & Safety Guidance (which may be updated from time to time) applicable when using the Accommodation;

2.8.11 Not to create a Health & Safety hazard in the Accommodation and not to block or obstruct the showers, baths, sinks, lavatories and cisterns in the Accommodation;

2.8.12 To notify us as soon as reasonably possible if you become aware of (a) any circumstance which may affect our insurance, (b) any fault or damage in the Accommodation, including any fault which might constitute a hazard to health or safety or

(c) if an incident occurs where the emergency services are called to the Accommodation, or first aid is administered.

2.8.13 To comply with reasonable requests of our staff relating to use of the Accommodation by you, your Family Members and Visitors.

2.8.14 To comply with any reasonable regulations that we make which are notified to you in writing in advance.

2.8.15 Not to enter into any areas of the Accommodation marked 'Private', 'Staff Only' or 'No Entry' or which we have advised you that you are prohibited to enter.

2.8.16 Not to affix anything to the walls, wardrobes, doors or other surfaces in the Accommodation which may cause damage and to remove any adhesive materials that have been affixed by you, your Family Members or Visitors to the Accommodation when you vacate the Accommodation at the end of the Period of Residence (or earlier termination of this Agreement).

2.8.17 Not to display any posters in the public areas of the Accommodation

2.9 Repairs, maintenance and alterations

You agree:-

2.9.1 To keep the Accommodation in a clean and tidy condition at all times and to place any rubbish in designated areas in the Accommodation; (if during your stay at the property, it requires professionally or deep cleaning, a fee will be charged to you of £250)

2.9.2 Not to make any alterations to or damage or decorate the Accommodation, (including, but not limited to fitting or installing any satellite dish, television or radio aerial, decorating or damage caused by neglect or misuse) or remove, alter or damage any furniture, equipment, windows, window locks or window restrictions or curtains provided by us (including, but not limited to, making holes in the furniture to accommodate the wiring of your electrical appliances);

2.9.3 Not to bring any soft furnishings or other furniture (including, but not limited to, inflatable furniture) into the Accommodation.

2.9.4 Not to leave any personal belongings or other obstacles in the Communal Accommodation areas or make these areas dirty or untidy or leave perishable or hazardous items in them. If you do and we have to remove anything or arrange for additional cleaning, we may charge you £25 for the cost of doing so.

2.10 Safety and security

It is your responsibility to help ensure that the Accommodation is safe and secure to live in. This includes (but is not limited to) complying with the following:

2.10.1 Smoking

Smoking is prohibited in all areas of the Accommodation.

2.10.2 Electrical or other appliances You agree:

(a) only to use the cooking and/or other electrical equipment supplied by the Accommodation and not to use any other cooking or heating appliances in the Accommodation.

(b) not to bring any electrical equipment into the Accommodation except for items that you have notified us about that have been tested and approved by us.

(c) to be responsible (as an ongoing responsibility) for ensuring that your own electrical equipment meets current Health & Safety standards and to ensure that each of your own electrical appliances is fitted with the correct fuse, only one appliance is wired to one plug and that you do not overload the electric power points.

2.10.3 Fire Safety

You agree to respond to fire alarms, adhere to all fire regulations and evacuation procedures (which are displayed in the Accommodation) and:

- (a) where we give you prior reasonable written notice that a fire safety meeting (which may be attended by a representative from the emergency services) has been arranged by the Accommodation and where your attendance at that meeting is compulsory, attend that meeting;
- (b) not to obstruct Communal Areas or fire escape routes nor prop open, or otherwise tamper with, the fire doors (as they are designed to reduce the spread of fire) and not to abuse, move, interfere or otherwise tamper with any of our fire prevention equipment, especially fire and smoke detecting equipment;
- (c) not to do anything which may cause a fire hazard, including (but not limited to) using or storing in the Accommodation any flammable or dangerous materials (e.g., inflatable items or furniture, candles, incense sticks/burners or other naked flame, fireworks, petrol, paraffin, bottled gas, oil, oil-filled radiators, deep fat fryers and sunbeds).

2.10.4 Security

You must ensure that your Accommodation is left secure at all times. This includes (but is not limited to):

- (a) keeping your key, key fob or key card with you at all times. Persistent failure to carry your keys requiring you to be let in by our staff and/or our contractors may result in a charge being made to you;
- (b) never marking your key, key fob or key card with your address, or copying them or giving them to anyone else;
- (c) locking the door to your Accommodation together with any corridor/main entrance doors when entering or leaving and ensuring that all windows in the Accommodation are closed before you go out; and
- (d) not letting anyone you do not know into the Accommodation and accompanying your Visitors at all times.

2.11 Pets

You must not keep any animal, bird, reptile, insect or fish at the Accommodation.

2.12 Insurance

2.12.1 You agree to secure for yourself, full and comprehensive valid Travel and Healthcare insurance for the periods of travel to and from the Gap program and for the duration of the Gap program itself.

2.12.2 You agree to provide copies of these insurances as part of your application for the Gap program.

2.12.3 You agree to keep hard or electronic copies of these documents with you during your period of the Gap program.

2.13 Flights

2.13.1 You will cover the cost of all outbound and return flights (including any internal flight transfers) to the UK for the purpose of the Gap program. Please provide your flight information to our staff or coaches no later than one month prior to arrival. Failure to provide this information may result in us being unable to collect you from the airport.

2.14 Sickness / First Aid

2.14.1 You agree to inform your Gap program Coach/Manager if you are ill or require First Aid treatment.

2.14.2 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.

2.14.3 You will bring enough required medication with you (if applicable) for the duration of your travel and the Gap program.

2.15 Kit & Equipment

2.15.1 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.

2.16 At the end of the Agreement

At the end of the Period of Residence (or earlier termination of this Agreement) you agree:

2.16.1 To vacate the Accommodation by 10am on either the last day of the Period of Residence (or earlier) the last day of this Agreement;

2.16.2 To return all keys, key fobs or key cards to the Accommodation reception, if not we will charge you the reasonable cost of replacements; A key deposit is also payable at the time of deposit of £250 (this is fully refundable on the confirmed return of the keys to TIFG) at the end of the semester. Failure to return the keys will result in the £250 deposit being used by TIFG to change the locks and arrange replacement keys and not refunded to the player.

2.16.3 To leave the Accommodation in a clean and tidy condition and to leave it and all items listed in the Inventory in the same condition as at the start of the Period of Residence, fair wear and tear excepted. If you leave any rubbish in the Accommodation, you agree that we can dispose of this. If you leave any personal belongings in the Accommodation, we will notify you of this and give you a reasonable period of time to collect them. If you do not collect your belongings within that reasonable period, you agree that we can dispose of those belongings at your reasonable cost. If after you have left the property, it requires professionally or deep cleaning, a fee will be charged to you of £250.

2.17 Education

2.17.1 If the player is studying remotely, it is your responsibility to stay on top of your own education if you are studying online during your time in the Gap program.

2.18 International Clearance

The English Football Association International Clearance process can begin after a student's 18th birthday, and upon completion 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.

3. OUR RIGHTS

3.1 Alterations and building works

The Accommodation has the right to carry out any alterations or building works at the Accommodation, and/or on their adjoining or neighbouring property without liability for disturbance provided that, as far as practicable, they have used reasonable endeavours to minimise any disturbance.

3.2 Access and inspection

3.2.1 We have the right to enter the Accommodation at all times, for any reason and without having to give you any prior notice. We would normally, however, only enter the Accommodation for one or more of the following reasons:

- (a) in an emergency; and/or
- (b) to inspect the Accommodation, the items listed in the Inventory or any other part of the Halls and to clean and repair the Accommodation to comply with our responsibilities under this Agreement; and/or
- (c) for any other reasonable purpose.

3.2.2 Where we do wish to enter the Accommodation, we will usually give you prior notice of this unless it is an emergency, we are concerned about your health or wellbeing or a potential Health & Safety risk, we suspect a serious disciplinary issue, or it relates to the regular cleaning of the Accommodation. If we do not give you prior notice, we will knock on the door first in order to see if you are present.

3.3 Removal of items from the Accommodation

We may remove from the Accommodation or Hall any items (either used or unused) that belong to you or your Visitors and which we consider (acting reasonably) are dangerous and/or may cause a fire hazard. If we remove an item, we will notify you of this and confirm who you need to contact in order to recover the item. You will not be able, however, to take the item back into the Accommodation.

3.4 Our right to require you to relocate

3.4.1 We reserve the right to move you to similar alternative accommodation in any circumstances, including the following:-

- (a) for reasonable management reasons (e.g., where we consider, acting reasonably, that the Accommodation needs to carry out works to the Accommodation, that the Accommodation is unfit for occupation.
- (b) where we reasonably consider that, because of your behaviour, it is necessary to move you from the Accommodation to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation; others or to prevent damage to the Accommodation;
- (c) where we reasonably consider that your continued presence in the Accommodation could pose a Health & Safety risk to other occupants or could expose you to a Health & Safety risk from other occupants, including exposure to infectious diseases;
- (d) where you are required to self-quarantine or self-isolate and the Accommodation is not suitable to do this

3.4.2 If we request you to relocate:

- (a) we will give you written notice of this, provide details of the alternative accommodation and notify you of the date on which you are to move.

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 do not move out of the Accommodation following a request by us to do so, we can take legal action to force you to move out.

3.5 Our rights in relation to Health & Safety risks

3.5.1 We may require you to vacate the Accommodation on a temporary basis on 24 hours' notice (or less in the event of an emergency) if:-

- a) we reasonably consider that your continued presence in the Accommodation could pose a Health & Safety risk to other occupants or could expose you to a Health & Safety risk from other occupants (including exposure to infectious diseases, such as COVID-19);

- b) if you or other occupants fail to comply with Health & Safety Guidance;
- c) to comply with government guidance and good working practice in times of pandemic;
- d) to carry out deep cleaning of the Accommodation; or
- e) in the event of a public health emergency.

3.5.2 We may temporarily suspend your rights to use parts of the Accommodation on 24 hours' notice (or less in the event of an emergency):-

- a) in the event that continued use would pose a Health & Safety risk,
- b) to comply with government guidance and good working practice in times of pandemic;
- c) to carry out deep cleaning; or
- d) in the event of a public health emergency.

4. YOUR RIGHTS

4.1 Occupation

We grant you the following rights which you must exercise in accordance with your responsibilities under this Agreement:-

4.1.1 A licence to occupy the Accommodation (and where our booking states that the Accommodation type is "shared" the licence to occupy and use the Accommodation in common with the person we allocate to share the Accommodation);

4.1.2 The non-exclusive right (in common with us and all others that we authorise to do so) to use any parts of the Accommodation which do not form part of the Accommodation; and

4.2 Gym

4.2.1 You have the right to a gym membership, which we will provide.

5. IF YOU BREACH THIS AGREEMENT

5.1 Payment for loss or damage

5.1.1 You must pay for all reasonable loss and damage we suffer as a result of any breach of this Agreement by you or your Visitors. This includes (but is not limited to), any costs properly and reasonably incurred by us in arranging any additional cleaning or deep cleaning required, issuing replacement lost or stolen keys/cards, repairing or replacing our fixtures, fittings, furniture or equipment, collecting arrears, paying professional advisors, pursuing court proceedings, administration expenses and any income we lose arising from your failure to move out of the Accommodation in accordance with the terms of this Agreement.

5.1.2 Where any damage is caused to the Accommodation and we are unable to identify the perpetrators (and we will use reasonable endeavours to identify them), we may (acting reasonably) charge you a fair proportion of the reasonable cost of making good any loss or damage caused unless you can demonstrate that you were not at the Accommodation or in the Hall when the damage occurred. Any charges levied would reflect the reasonable costs we incur in remedying the damage caused.

5.2 The procedure we will follow if you have breached this Agreement

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

5.2.1 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 5.2.2.;

5.2.2 Except in the circumstances set out in clause 5.2.3, 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 made;
- (e) if you are unhappy with the decision made, you can appeal the decision in accordance with the procedure set out in clause 7.1.

6. TERMINATION OF THIS AGREEMENT

6.1 Your right to terminate before the start of the Period of Residence and before you take up occupation;

6.1.1 You may terminate this Agreement if:-

- a) you notify TIFG up to 14 days before the date on which the Period of Residence 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 Period of Residence starts that you wish to terminate this Agreement by e-mailing **international@macclesfieldfc.com**;
- c) you decline the offer to partake in The Gap program up to 14 days before the date on which the Period of Residence starts that you wish to terminate this Agreement by e-mailing **international@macclesfieldfc.com**;

6.1.2 Provided that you terminate this Agreement in accordance with Clause 6.1.1 (a), (b) or (c), this Agreement will terminate, and we will refund any Deposit (**LESS A £750 CANCELLATION FEE**) that has been paid to you as soon as reasonably practicable. If you do not terminate this Agreement in accordance with Clause 6.1.1, this Agreement will continue in full effect, you will not be entitled to any refund of the Deposit.

6.2 Our right to terminate before your take occupation

6.2.1 If you owe us any money in connection with any previous accommodation that you occupied, we may terminate this Agreement up to 4 weeks before the start of the Period of Residence 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.

6.2.2 In the event that you fail to occupy the Accommodation within seven days after the Period of Residence 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.

6.3 Our right to terminate if you have breached ANY Ts & Cs

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

6.3.1 If you have failed to pay the Deposit or Fee in accordance with the payment terms set out in Schedule 1; or

6.3.2 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 (for the avoidance of doubt we consider any breach of your obligations in clauses 2.4.2 (use of the Accommodation), 2.8.2 (noise), 2.8.3 (behaviour), 2.8.4 (prohibited items) 2.8.5 (arrestable or criminal acts) 2.8.6 (nuisance) 2.8.7 (smoking) 2.8.10 and 2.8.11 (Health & Safety) 2.10.3 (fire safety) 3.5 (our rights in relation to Health & Safety risks) as a serious breach of this Agreement and if you or one of your Visitors, breaches any of these clauses we may terminate this Agreement);

6.3.3 If you are made bankrupt.

6.4 Our right to terminate for other reasons

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

6.4.1 We are unable to find you similar alternative accommodation (despite our reasonable efforts) and are unable to either provide the Accommodation as a result of events beyond our control or your Accommodation has been severely damaged and, acting reasonably, we deem it unfit for occupation;

6.4.2 You are no longer pursuing a The Gap program course with us;

6.4.3 We reasonably consider, because of your behaviour or for any other reason (e.g., an infestation by insects, an outbreak of a communicable disease) that, to protect your wellbeing or the wellbeing of others or to prevent damage to the Accommodation, it is necessary to move you from the Accommodation; or

6.4.4 If any information supplied by you, or on your behalf, in connection with your application to us for a place in the Accommodation 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 live in the Accommodation.

6.5 Effect if we terminate the Agreement

6.5.1 If we terminate the Agreement in the circumstances set out in clauses 6.4 or 6.5, this will not affect our rights to claim against you for any loss or damage caused by any breach of the Agreement by you or your Visitors.

6.5.2 If we terminate this Agreement in the circumstances set out in clause 6.5.1, 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 Licence Fee corresponding to the period after the termination date.

6.5.3 If we terminate the Agreement in the circumstances set out in clauses 6.5.2, 6.5.3, 6.5.4, you will still be obliged to pay the Licence Fee in relation to the whole of the Period of Residence.

6.5.4 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.

7. COMPLAINTS

7.1 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 Gap 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.

8. APPEALS

8.1 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.

9. OTHER MATTERS

9.1 Notices

9.1.1 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 special delivery at the Accommodation and/or the address you provide to us when applying to us for the Accommodation (or such other address that you have notified us about in accordance with clause 9.1.3);

(b) you to us will be properly served if sent to us at Head Office by first class post or special delivery.

9.1.2 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.

9.1.3 You agree to notify us of any change to the address you provide to us when applying to us for the Accommodation.

9.1.4 You agree to pass on to us immediately any statutory letters or notices served on you by a third party (i.e., not us).

9.2. Data protection & GDPR

9.2.1 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.

9.2.2 By Accepting these Ts & Cs you agree that all data supplied to us can be shared between our departments and with third parties (e.g., contractors employed by us to undertake services at the Accommodation, a Sponsor, the police or other public agencies) if it is reasonable for us to do so as provider of the Accommodation.

9.2.3 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.

9.3 Liability for loss or damage

Subject to the provisions of the Occupiers Liability Act 1957 and the Defective Premises Act 1972, 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.

9.4 Governing law and enforceability

9.4.1 This Agreement is governed by English law and international students should be aware that this may differ from the law in their home country.

9.4.2 If any aspect of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected.

9.5 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.

9.6 VAT

At the date of this Agreement the Fees include VAT.

9.7 Guarantees of Accommodation

Any guarantee given by us to allocate Accommodation to you shall cease to have effect if this Agreement is terminated.

9.8 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

1. Payment of Deposit

1.1 In order to enter into this Agreement with us, you must pay the Deposit to us and we must receive the payment. Please note that we accept payment in (GBP) sterling only.

1.2 All decisions to accept a player will be made within 10 working days of receiving the application. **A deposit is required within 2 weeks of receiving acceptance of £6,500.**

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

1.4 We will deduct the Deposit from your Fee as follows:

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

2. Payment of the Fee

Your Fee must be paid either:

2.1. A) in full, (i.e., in one instalment) by credit/debit card or BACS bank transfer of £10,000 (1 semester) or £17,000 (2 x semesters)

2.2 B) in instalments by credit/debit card or BACS payment (these include an instalment administration charge)

(£6,500 deposit x 1 payment of £10,500) = £17,000 2 x Semesters

(£6,500 deposit x 2 x payments of £5,5000) = £17,500 2 x Semesters

(£6,500 deposit then 7 (Payable each month) x £1,642 payments = £18,000 2 x Semesters

2.3 C) in instalments by credit/debit card or BACS payment

(£6,500 deposit then 1 x £3,500 payment = £10,000) 1 x Semester

(£6,500 deposit then 2 x £1,750 payments = £10,000) 1 x Semester

(£5,250 deposit x 2 £2,625 payments = £10,500) 1 x Semester

**** Please note that we do not accept cash payments ****

Payments must be paid at the start of every month and training will be suspended until payment is made.

2.5 Any remaining outstanding balance for the Fee is due no later than **1st November or 1st March** (instalment plans available as above).

2.6 A key deposit is also payable at the time of deposit of £250 (this is fully refundable on the confirmed return of the keys to TIFG) at the end of the semester. Failure to return the keys will result in the £250 deposit being used by TIFG to change the locks and arrange replacement keys and not refunded to the player.

Refunds:

- The following refunds are eligible in the event of a cancellation / inability to attend the programme (See clause 5 for full cancellation policy)

A) Cancellation 6-months prior to commencement of programme: 100% refund (less £750 cancellation fee).

B) Cancellation 3-months prior to commencement of programme: 50% refund (less £1,000 cancellation fee).

C) Cancellation 1-month prior to commencement of programme: No refund. Deposit to be held for a future year / programme at the Company's discretion.

2.7 If you are a returning player or sourcing your own accommodation, please speak to your Academy Liaison contact at TIFG, who will confirm your individual payment plans.

3. Application Deadline & Dates

3.1 There are limited places available and therefore the application process will be closed when all places are filled.

3.2 The programmes will run as follows (depending on either 1 or 2 semesters chosen):-

7th September 2024 to 20th December 2024 or 4th January 2025 – 31st May 2025

3.3 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 Gap program agreement.

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

If you move into the Accommodation without formally accepting these Ts & Cs by signing ["I Agree"], you will be deemed to have Accepted these Ts & Cs and entered into a legally binding contract with us, which is subject to the terms of this Agreement, by your action of moving into the Accommodation.

Accommodation means the Accommodation and:

1. in the case of a shared Accommodation, includes all shared areas in that Accommodation; or
2. in the case of an Accommodation where the Agreement specifies the Accommodation type as "shared ensuite bath", includes the shared ensuite bath);
3. any alternative accommodation to which you have moved under this Agreement.

Agreement means the contract between us relating to the Accommodation, which will be formed upon the latter of;

(a) the Acceptance by you of the Ts & Cs and (b) the payment of the Deposit, the terms of which are contained within these Ts & Cs;

Communal Areas

Means all stairwells, corridors, landings, gardens, balconies, and entrance halls within the Accommodation.

Deposit

Means the deposit as specified in the Ts & Cs.

Means the Deposit paid by you to us, if you have a booking for an individual person in a single Accommodation or space in a shared Accommodation that has been paid to reserve the Accommodation.

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 Period of Residence.

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).

Inventory

Means the list of furniture and equipment at the Accommodation.

Fee

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

Period of Residence

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

The Gap program Coach / Manager

Means the person managing all The Gap program attendees.

Accommodation

Means the Accommodation at the Accommodation that will be allocated to you on your arrival.

Visitors

Means any guest invited by you, whether that invitation is express or implied (e.g., where the guest assumes from what you have said or done that they have been invited) or any person visiting you at the 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.