



**THE INTERNATIONAL FOOTBALL GROUP LIMITED**  
**TERMS AND CONDITIONS OF UK RESIDENCY TRAINING EXPERIENCE**  
**("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 Residency Training Experience, 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 Fee
- Policies for cancelling or modifying the Residency Training Experience
- Release of Liability

**COSTS**

Deposit

- Payable within 14 days of acceptance onto the programme and receipt of registration form.
- See Schedule 1 for refund policy.

Payment Plans

- Remaining Balance payable to be agreed as per payment plans.
- Full balance must be paid in full by May 31st.

**Nature of Agreement**

This Agreement is between you and TIFG.

**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 5 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 the accommodation & the Residency Training Experience.

### 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](mailto: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 will be given in the event of injury (short or long term).**

### 1.3 Travel & Transport

1.3.1 TIFG will provide airport transfers (at designated collection points) to and from Manchester Airport to hotel partner. This is dependent on us receiving your flight information well in advance of arrival.

1.3.2 Flight information must be provided no more than one month prior to programme commencement.

1.3.3 Arrivals and Departures must be on the designated Saturday(s) of your block of stay. Arrivals prior, or departures post will result in additional fees payable in lieu of hotel room charges.

1.3.4 Arrivals prior, or departures post may also result in IFG being unable to provide airport transfers.

1.3.5 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 Residency Training Experience which you may participate in (these may take the form of virtual events).

#### 1.5 Itinerary

1.5.1 A schedule will be provided on your arrival at the Residency Training Experience.

#### 1.6 Accommodation

1.6.1 TIFG will book suitable accommodation for all participants in our partner hotel(s) for the duration of your stay.

1.6.2 No charges may be made to your room under any circumstances.

1.6.3 No other guests (not already included in the Residency Training Experience) may stay in your room under any circumstances.

1.6.4 Damages to any property of the hotel partner will be payable by the individual / family responsible.

## 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. See Schedule 1 for refund policy.

2.1.2 The obligation to pay the Fee is your responsibility and is payable before the Residency Training Experience 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 programme. 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.

### 2.2.2 U16 Players

Any player arriving to the UK under the age of 16 years old must be accompanied by a suitable chaperone over the age of 18 years old. The player and chaperone must share accommodation (rooms) for the duration of their stay. Chaperones are not required to attend all footballing events in the daytime but must be ever-present in the hotel overnight. Chaperone packages are at a rate of 100% of the player fee, and inclusive of accommodation, food and transport.

### 2.2.3 Parents / Guardians

Parents and guardians are always welcome to attend the programme, but IFG cannot guarantee food or transportation.

### 2.2.4 Trips/Tours

Players will benefit from a minimum of 1 trip / tour per week for the duration of their stay. Trips will consist of an activity and free leisure time in various cities of the UK. Players will be allowed to always roam in groups of no less than 4 players and must adhere to meeting times and locations. Failure to do this may result in the need for external transportation and or suspension from futures trips.

## 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 Residency Training Experience and for the duration of the Residency Training Experience itself.

2.6.2 You agree to provide copies of these insurances as part of your application for the Residency Training Experience.

2.6.3 You agree to keep hard or electronic copies of these documents with you during your period of the Residency Training Experience.

## 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 Residency Training Experience. Please provide this information to the recruitment staff or coaches.

## 2.8 Sickness / First Aid

2.8.1 You agree to inform your Residency Training Experience 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 Residency Training Experience.

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 Residency Training Experience.

## 4.0 Healthcare

4.1 TIFG will not cover any medical / healthcare costs.

## 3. OUR RIGHTS

3.1 Where we reasonably consider that, because of your behaviour, it is necessary to move you from the Residency Training Experience to protect your wellbeing or the wellbeing of others, we will cancel your place on the program and inform you within 48hours 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;

#### **4. 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 Residency Training Experience.

##### 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 made;

(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 Residency Training Experience 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, your place be cancelled, and we will refund any Deposit and or Fee (**SEE SCHEDULE 1 FOR REFUND POLICY**) less any cancellation fee, that has been paid by 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 no 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 Residency Training Experience 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 Residency Training Experience Coach/Manager.

If you are not happy with the outcome and wish to pursue your complaint further, you should email [international@macclesfieldfc.com](mailto: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](mailto:international@macclesfieldfc.com) clearly stating the reason for your complaint appeal.

## **8. 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](mailto: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 of receiving acceptance on the place of £1,500**

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**

- Payable within 30 days of acceptance onto the programme and receipt of registration form.
- See Schedule 1 for refund policy.

#### **Payment Plans**

- Remaining Balance payable to be agreed as per payment plans.
- Full balance be paid in full by May 31st.

#### **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.

3. Application Deadline & Dates

Applications must be submitted by May 14<sup>th</sup>.

Option A:	Full 6 Weeks	Dates:	June 14 <sup>th</sup> – July 26 <sup>th</sup>
Option B:	First 4 Weeks	Dates:	June 14 <sup>th</sup> – July 12 <sup>th</sup>
Option C:	Last 4 Weeks	Dates:	June 28 <sup>th</sup> – July 26 <sup>th</sup>
Option D:	First 2 Weeks	Dates:	June 14 <sup>th</sup> – June 28 <sup>th</sup>
Option E:	Middle 2 Weeks	Dates:	June 28 <sup>th</sup> – July 12 <sup>th</sup>
Option F:	Last 2 Weeks	Dates:	July 12 <sup>th</sup> – July 26 <sup>th</sup>

- 3.1 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 Residency Training Experience 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 Residency Training Experience with TIFG prior to formation of this Agreement.

### Program

Means the period starting and ending on the dates specified in the Residency Training Experience Agreement.

### The Residency Training Experience Coach / Manager

Means the person managing all the Residency Training Experience attendees.

### Accommodation

Means the Hotel used during the Residency Training Experience

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.