

## Terms and Conditions of Purchase and Use of FA Education Courses



Please read these terms and conditions carefully as they set out the contractual basis on which we agree to enrol you in a Course (as defined below) advertised on the FA Education site (<http://eventspace.thefa.com/FA Learning> ).

In addition to any expressions defined in the body of the term and conditions below, the following expressions shall be given the following meaning:

“Booking Fee” means the price that you paid for the Course;

"Course" shall mean an Online Course and/or a Residential or Non-residential Course (as determined by the relevant context);

“Enrolled” shall have the meaning set out in Section 8, and “Enrolment” shall be interpreted accordingly;

“Non-residential Course” shall mean a course available through FA Education at which the participant attends a venue to participate in a training course, with no provision for accommodation or refreshments;

"Online Course" shall mean an online based course conducted through FA Education Online (<http://learning.thefa.com> );

"Residential Course" shall mean a course available through FA Education at which the participant attends a set venue to participate in a training course, with full-board accommodation provided; and

“Site” has the meaning set out in Section 5.3.

**1. Contracting parties.** When you enrol on a Course through FA Education Online you will be contracting with National Football Centre Limited, whose registered office is at Wembley Stadium, Wembley, London HA9 0WS. National Football Centre Limited is referred to in these terms and conditions as "we" "us" or "our". Our company number is 02523346 and our VAT number is 773919288. The applicant for any course is also referred to herein as “you”, “your” and “participant”.

### **2. Registration.**

2.1. Courses: To book any Course you must first retrieve your FA Number (FAN). Your application for the Course will be processed in accordance with paragraph 7 below. Whenever you apply for a Course, you agree to provide true, accurate and complete information about yourself. We reserve the right to cancel your booking for any Course if we discover you have provided us with inaccurate or incomplete information.

**3. Personal Data.** You agree that all personal information and data collected from you via FA Education Online or otherwise in connection with any Course may be used in accordance with our current privacy policy. ([Click here](#) to view The FA's Privacy Policy).

**4. Course pre-requisites.** You can only participate in some Residential/Non-residential Courses if you hold the appropriate qualifications to do so. Where applicable, this requirement will be highlighted in the Course description, under "course pre-requisites". In such circumstances, candidates may be able to enrol on the Course directly, or may be asked to apply for approval to register before enrolling. Generally, you will not need to have specific qualifications to undertake Online Courses. Section 7 of these terms and conditions further explains the booking procedure.

**5. Course specifics.** All Courses will be conducted in the English language only.

*5.1 Residential Courses:* The location and date of the Residential Course will be indicated in the Course details. Standard accommodation will be provided for Residential Courses which last for two days or more. Candidates will be accommodated in twin or single rooms depending on availability at the relevant venue. You will be notified of any meals and drinks to be provided as part of a Course in the specific Course material or upon arrival at the venue. Candidates must arrange their own transport to the Course venue. Candidates are expected to bring appropriate kit in order to participate in the Course. All costs in relation to attending any Residential Course which are not expressly set out as being included in the Course in these terms and conditions are your responsibility.

*5.2 Non-residential Courses:* The location and date of the Non-residential Course will be indicated in the Course details. There will be no provision for accommodation on a Non-residential Course, and refreshments are not provided unless otherwise expressly specified. Candidates must arrange their own transport to the Course venue. Candidates are expected to bring appropriate kit in order to participate in the Course. All costs in relation to attending any Non-residential Course which are not expressly set out as being included in the Course in these terms and conditions are your responsibility.

*5.3 Online Courses:* Online Course materials will be provided via The FA's website or the network of County FA websites, along with third party systems wherever we deem it suitable to do so. All Online Courses must be completed within 6 months of enrolment. Access to the courses will be removed after 6 months irrespective of the completion status. The Online Course must be completed within this allotted time and no extensions of time will be permitted other than in exceptional circumstances at our sole discretion.

Where your Online Course is provided online by remote access or where you have access to bulletin boards as part of your Online Course, you agree that you are responsible for everything that you transmit to FA Education Online or any other part of <http://www.thefa.com/> or any other site (together the "Sites") and you hereby agree not to:

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

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

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

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

We (and our group companies and service providers) will be entitled at our sole discretion to remove anything which is transmitted to, from or via any Site or posted on any Site which, in our opinion, is objectionable or does not comply with these terms and conditions in any way. We will not be liable for doing this.

We may immediately bar your access to any Site and your participation on a Course without further notice if you breach the provisions of this Section 5.3 at any time.

**6. Pricing.** All prices for any Courses are stated in pounds sterling and are valid until altered by us. Prices are inclusive of VAT.

**7. Booking Procedure.** Once we receive your request for enrolment on a Course, we will check availability for your chosen Course. Your enrolment is an offer capable of acceptance by us.

*7.1 Residential/Non-residential Courses:* The maximum Residential/Non-residential Course size will depend on the Course you have applied for. There are two possible booking methods for Residential Courses and Non-residential Courses. Please check the Course description for confirmation of which booking method applies to your Course. The two methods are as follows:

(i) Reservation – applicants may book their place on a Course by making full payment online. Once payment has been received, you will have a place on the Course provisionally held for you. We will then check that you hold all of the necessary pre-requisites for the Course, as set out in the Course description. Where you do not hold the necessary pre-requisites, we will contact you to notify you of this and to request that the pre-requisites are met. In the event that you fail to prove to our satisfaction that you hold the necessary pre-requisites within seven days of such notice from us, your booking and place on the Course will be cancelled and you will be issued with a full refund. Please note that refunds may take up to four weeks to process.

Please note that for Residential Courses, the online reservation method of booking will only be valid to the date falling five weeks before the Course start date or when the course is full. After such time, online bookings may be suspended.

(ii) Application – provided there are places available on the Course, you may submit an online application. Upon receipt of an application by us, all applications will be vetted by the Course Director against the criteria outlined in the Course description. We will then contact you to notify you on the status of your application. We will endeavour to do so on the date provided on the course page where possible, although you hereby acknowledge that it may

take longer. Successful applicants will receive an email with details of how to make payment for the Course. Unsuccessful applicants will receive feedback on their application from us. Once the Course is full, applications will be closed and an online waiting list may be opened in its place.

Places are not guaranteed until full payment has been made by the applicant following receipt of an email from us confirming that their application has been successful.

*7.2 Online Courses:* applicants must book their place on a Course online. Where a charge is levied for any online Course, payment must be made online before you will be able to start the Course. You will receive an e-mail confirming your enrolment onto the Online Course once payment is received and processed by us.

## **8. Payment and Enrolment**

*Residential/Non-residential Courses:* You may pay for your Residential/Non-residential Course online by using any of the following debit or credit cards: Visa, MasterCard, or Switch.

*Online Courses:* You may pay for an Online Course online by using any of the cards accepted by our online payment gateway. You cannot enrol on or pay for an online course via any other payment method.

Once you have received an e-mail from us confirming your enrolment onto the Online Course, you will be considered to be **“Enrolled”** on the Course.

## **9. Cancellation by the candidate.**

*9.1 Residential/Non-residential Courses:* You hereby agree that following your Enrolment on the Course, we may start to provide services to you in connection with the Course (for example by arranging accommodation for Residential Courses or allowing access to online material).

Subject to the remainder of this Section 9, you shall be entitled to cancel your Enrolment on the Course until the date falling 7 (seven) days starting on the day after you are enrolled on the Course, provided that you hereby acknowledge and agree that you shall cease to be entitled to cancel your enrolment pursuant to this paragraph if we have started to provide services to you in connection with the Course (as set out above and including the booking of accommodation for Residential Courses). Such 7 day period, or shorter period in the event that we start to provide services to you in connection with the Course, shall be the **“Initial Cancellation Period”**. If you provide us with written notification of your cancellation within the Initial Cancellation Period, you shall be entitled to a full refund of the Booking Fee.

Following expiry of the Initial Cancellation Period, you shall only be able to cancel your Enrolment subject always to the following cancellation charges: (i) if you cancel your Enrolment more than 8 (eight) weeks prior to the scheduled start date of the Course, we will refund your Booking Fee less an administration fee of £50.00; (ii) if you cancel your Enrolment between 8 (eight) weeks and 5 (five) weeks prior to the scheduled start date of the Course, we will refund your Booking Fee less the sum of £50.00, plus an additional 25% of the Booking Fee. (iii) if you cancel your Enrolment less than 5 (five) weeks prior to the scheduled start date of the Course, you will not be entitled to any refund,

although we may, in our sole discretion, agree to refund part of the Booking Fee in exceptional circumstances. Please note that you will not be able to directly transfer on to an alternative course.

**9.2 Online Courses:** Your Enrolment onto any Online Course we provide cannot be cancelled or refunded except at our discretion. Access to all Online Courses is immediate. You shall be entitled to a refund in full should technical issues that are within our control (examples include: course availability, server downtime, website availability) cause you to be unable to access or complete an Online Course. Where the technical issue is outside of our control (examples include: national communications infrastructure issues, your PC and the software on it, firewalls, pop-up blockers) we will not be liable nor responsible for resolving it, nor for refunding you as a result of your inability to access the course. Where it is clear from our records that you have completed a course and gained a qualification, no refund will be offered irrespective of future circumstances or issues related to accessing the course within the allowed timescales.

**9.3 General:** If you wish to cancel your Enrolment on any Course in accordance with the provisions of Sections 9.1 or 9.2 above, please notify us in writing, by emailing [education@thefa.com](mailto:education@thefa.com) within 31 days of receiving all documents, that you wish to cancel your Enrolment on the Course. If you are not entitled to a refund upon such cancellation in accordance with the above provisions, but would like us to consider (in our sole discretion) refunding any part of the Booking Fee as a result of exceptional circumstances, please provide a written explanation and supporting documentation at the time of notifying us of your cancellation within 31 days.

Please note that any refund that you are entitled to upon any cancellation of any Course may take up to four weeks to process.

## **10. Cancellation by us.**

**10.1 Residential/Non-residential Courses:** We reserve the right to cancel or rearrange a Residential/Non-residential Course at any time if the minimum number of candidates fail to book onto the Course, if a third party service provider cancels elements of the Course, or for any other reason which is outside of our control. In this event, we will provide you with as much notice as possible and issue you with a full refund Booking Fee only (no other personal costs will be refunded).

**10.2: Online Courses:** We reserve the right to cancel or suspend an Online Course at any time. In this event, we will provide you with as much notice as possible and issue you with a full refund of the Booking Fee.

**10.3** Please note that any refund that you are entitled to upon any cancellation of any Course may take up to four weeks to process.

**11. Sub-licensing and Assignment.** You agree that we may sub-contract the provision of any Course and any elements connected with it to third parties. We may also assign or transfer any of our rights or obligations under or in relation to these terms and conditions and the provision of any Course to any of our group companies.

**12. Intellectual Property Rights:** We or our licensees retain all intellectual property rights, including all copyright, in any Course materials made available through FA Education. You may not copy, download, link or otherwise use the Course materials (including any graphical image) for any

purposes other than as necessary for your own personal learning purposes, you may not provide a copy to any third party, and you shall not be granted or acquire any rights in such materials. You must not remove or obscure any logos, names or other proprietary or intellectual property marks showing ownership by us or any third party.

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

**13. Liability.** Nothing in these terms and conditions shall operate to limit or exclude our liability for death or personal injury caused by our negligence, for fraud or for any other liability which cannot be excluded by law.

We do not accept and shall have no liability for any loss or damage to your personal possessions whilst you are attending any Course. As such, you may wish to take out insurance for any valuable possessions that you bring with you to any Course. In addition, we shall have no liability for any injury or damage to your or any other person's computer or IT systems relating to or resulting from applying for or participation in any Course.

We do not accept and shall have no liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising from your attendance at, booking of or attempt to book any Course.

Our liability pursuant to these terms and conditions or in connection with any Course which is not otherwise expressly excluded or limited in these terms and conditions shall be limited to the Booking Fee for the relevant Course.

**14. Contact Details.** If you have any complaints or wish to contact us generally regarding any Course, please write to us at FA Education, St George's Park, Newborough Road, Needwood, Burton-Upon-Trent DE13 9PD.

**15. General.** We reserve the right to amend or modify these terms and conditions at any time. These terms and conditions constitute the entire and only agreement between the parties in relation to any Course. You acknowledge that you are not relying on any statements, warranties or representations given or made by us in relation to any Course save those expressly set out here in. No variation of these terms and conditions shall be effective unless in writing and signed by or on behalf of us.

If any part of these terms and conditions which is not of a fundamental nature, is held to be illegal, invalid or unenforceable, such part, term or provision shall be deemed deleted from these terms and conditions and the remainder shall not be affected.

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

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