



BOOKING TERMS & POLICIES, DATA PROTECTION & CONFIDENTIALITY

1 - ENGAGEMENT AND ACCEPTANCE

- A. All agreements relating to the services supplied by Thorley Manor FC to the Pupil are subject to these Terms to the exclusion of all other terms and conditions.
- B. The Contract shall be formed (and these Terms deemed accepted by you) upon placing an application with Thorley Manor FC and paying the Fee(s).
- C. No variation or addition to the Terms shall be binding on either party unless agreed in writing by Thorley Manor FC and the Parent.

2 - TERM

- A. The Contract shall commence from the date you accept these Terms (as in clause 1.B above) and shall terminate in accordance with clause 9 below i.e. when the services offered have been completed (i.e the Course's duration has expired) and/or the parties cease to be contractually bound by these Terms.

3 - BOOKINGS

- A. A booking must be made direct with Thorley Manor FC before any child/children can attend a session.
- B. Thorley Manor FC reserve the right to not accept a child without prior arrangement/booking if the session is deemed to be full with maximum numbers reached.
- C. Bookings can be made in person, by email or by text message. Once a booking is received, a confirmation email will be sent to the email address provided within the application.
- D. Thorley Manor FC sessions are continuous throughout the year with dates confirmed monthly. Thorley Manor FC reserves the rights to change these as and when necessary.
- E. If a pupil misses a weekly session - for whatever reason - that week will not be credited and they shall not be entitled to a free week in lieu.
- F. It is the Parent or Carer's responsibility to ensure that the contact details provided on the Club App are correct (this is not the responsibility of Thorley Manor FC).
- G. All Bookings are non- transferrable, unless specifically agreed in writing by Thorley Manor FC

4 - FEES AND PAYMENTS

- A. The Fee(s) payable for each application will be specified on the Club App (360 player) and shall be as stated prior to the submission of your order and the Application.
- B. You must pay the fee(s) by submitting either cash or paying via BACS to the bank details provided in the confirmation email and also displayed on the Club App.
- C. If payment is not received by the 1st session of each month then the pupil will not be able to attend their sessions until payment has been made.
- D. If continuous non-payment occurs (2 months in a row) then the pupil's space will become free for another person to book.
- E. If payment has been chased on more than 2 occasions within the same month then a £5 admin fee will be applied. Thorley Manor FC reserves the rights to apply this clause.

5 - ATTENDANCE

- A. The Pupil/Carer/Parent should make their own travel arrangements to and from any Thorley Manor FC training session.
- B. The Parent/Carer is responsible for ensuring the pupil attends the course at the agreed location in good time prior to the commencement of the session.
- C. Thorley Manor FC is not responsible for ensuring the pupil attends the session nor are they expected to make, arrange, deliver or pay for travel for the pupil to and from the session.
- D. Thorley Manor FC reserves the right to exclude or refuse any pupil from participating in any sessions at any time. If a pupil repeatedly detracts from the objectives of the session and threatens the enjoyment and safety of others, the Parents or Carer will be contacted and will be asked to remove that individual. A refund shall not be payable in these circumstances.
- E. Unacceptable behaviour (which includes swearing, bullying, name calling, physical harm) will not be tolerated by Thorley Manor FC and if players do not behave appropriately, clause 5.D (above) will be invoked and followed.

6 - LOCATION AND DELIVERY OF THE COURSE

A. The location of any course will be displayed in advance of it running either on the website or on the Club App.

B. Thorley Manor FC will endeavour to deliver the session at the displayed location and on the date(s) specified in the confirmation email or Club App, unless exceptional circumstances or events beyond reasonable control prevent them from doing so.

C. The Thorley Manor FC duty of care towards children (including the pupil) who are attending a session will commence at the start of the session, provided that the Parent/Carer/guardian/authorised collector has notified us of their attendance. The duty of care ceases at the end of each session, at which time it reverts back to the Parent/Carer/guardian/authorised collector.

7 - CANCELLATION AND REFUND POLICY

A. Thorley Manor FC will only issue a refund or credit note for long term illness, serious injury or if the club chooses to cancel a session. A credit can be claimed by email application.

B. Thorley Manor FC will only issue credit requests from clause 7.A (clause above) if received by email within 7 days of the session that was cancelled by Thorley Manor FC.

C. All credits shall be allocated into the following month.

D. All credits are given at the discretion of Thorley manor FC and are non-transferable.

E. If a venue is closed due to adverse weather or any other reason beyond the control of Thorley Manor FC, you will not be entitled to a credit or refund.

8 - LIABILITY

A. Except in respect of death or personal injury caused by the Company's negligence, Thorley Manor FC will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any losses indirect, special or consequential losses, damages, costs, expenses or other claims (whether caused by the company's servants or agents or otherwise) in connection with the performance of its obligations under the contract or with the use by the pupil of the services supplied.

B. Thorley Manor FC shall not be liable to the pupil or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the company's obligations if the delay or failure was due to any cause beyond the company's reasonable control. Except in unusual or exceptional circumstances, we expect any losses to be limited to the charges for the sessions.

C. The Parent shall indemnify and keep indemnified Thorley Manor FC against all loss (including loss of profit), liability, costs and expenses which the Company shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Pupil.

DATA PROTECTION AND CONFIDENTIALITY

The Data Protection Act requires us to advise you that after applying for a course your particulars are held on our database. We use your personal data for the provision of our services to you and for related purposes including: updating and enhancing pupil records, analysis to help us manage our practice, statutory returns and legal and regulatory compliance.