

MANCHESTER CITY FOOTBALL SCHOOL PROGRAM

City Football Schools Booking Terms and Conditions

The following terms and conditions together with Our privacy policy, <http://www.mancity.com/privacy-policy>, shall apply to all purchases of a place on the Manchester City Football School at the City Football Academy.

1.1 The following words and phrases shall have the following meanings:

Attendee means the individual(s) named in your Order on whose behalf you have applied for a place on the Course;

Booking means an Order which is confirmed as accepted pursuant to condition 2.5;

Course: the Manchester City Football Education Program that is operated by Us and as set out in more detail on the Website;

Event Outside Our Control: means any act or event beyond Our reasonable control, including without limitation COVID-19 or any variant of COVID-19, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

Order means your order for the Course which consists of the completion and submission of the application form (which you can find a link to on our Website) and payment in full of the relevant fee;

Terms: the terms and conditions set out in this document;

We/Our/Us: Manchester City Football Club Limited registered in England and Wales with company registration number 00040946 and registered address Etihad Stadium, Etihad Campus, Manchester, M11 3FF;

Website: the Manchester City Football School website at www.mancity.com/city-football-schools/ypd; and

You/Your: the person booking the Course on behalf of the Attendee.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the Terms on which We supply the Course to You and/or the relevant Attendee. Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before You submit the Order.

2.2 By submitting an Order for a Course You confirm that: (a) You are 18 or over; (b) You are legally capable of entering binding contracts; (c) Your application is in a private capacity for an individual Attendee or Attendees with whom You have a personal relationship and You are not applying for places on Courses which You intend to resell in the course of a trade or business; (d) the Attendee(s) is/are of the appropriate age for the selected Course; and (e) if You are not the legal guardian / parent of the

Attendee(s), You have obtained the consent of the legal guardian / parent of the Attendee with regards the Attendee's participation on the Course.

- 2.3 When You submit an Order for a Course to Us, You are making an offer to Us. Submission of the Order does not mean We have accepted Your Order for the Course. Our acceptance of the Order will take place as described in condition 2.5.
- 2.4 Places on each Course are offered on a first come first served basis and We cannot guarantee a place on each Course even if you have applied for it.
- 2.5 A contract for the supply of a Course shall be created when the required deposit payment has been received by Us (which, for the avoidance of doubt, means when cleared funds are received) and the Order is confirmed on screen and you have received a confirmation email.
- 2.6 Applications for the Course can be made via the relevant form on the Website only.
- 2.7 We shall assign an order number to the Order and inform You of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order. You will be required to provide Your order number on arrival at the Course.
- 2.8 All Courses, activities and venues are subject to change according to weather, programming and a satisfactory level of numbers. We may cancel any Courses and/or change any information given, should this be necessary for any reason. If We have to cancel a Course for whatever reason We will offer an alternative course (if available and suitable) or a full refund.
- 2.9 When You place an Order for a Course with Us, You shall ensure that all Attendees agree to:
 - (a) comply with and be bound by any Course rules and regulations;
 - (b) comply with the venue regulations that apply at any location where Courses are provided;
 - (c) comply with all instructions of Course leaders and other staff at any location where Courses are provided; and
 - (d) provide Us with any required details on arrival, such as details of any relevant medical or health needs.
- 2.10 Manchester City Football Club players do not attend Courses.

3. FITNESS AND COURSE SAFETY

- 3.1 It is Your responsibility to inform Us when submitting an Order of any of the Attendee's:
 - (a) dietary requirements;
 - (b) medication;
 - (c) allergies; or
 - (d) additional needs that will affect their participation in the Course.

- 3.2 You shall ensure that at all times during a Course the Attendee(s):
- (a) adhere to all instructions given by Us and any officials from time to time; and
 - (b) have the correct equipment, footwear and clothing for the Course, taking the weather conditions into account.
- 3.3 It is Your responsibility to ensure that the Attendee is physically fit and/or able to participate on the Course. Please contact Us on the contact details below prior to submitting an Order if you need additional information on the physical fitness requirements of the Course, have any doubts as to the suitability of the Attendee to participate in the Course or wish to discuss any additional needs that may impact the ability of the Attendee to effectively take part and engage with the Course and whether any reasonable adjustments are required.
- 3.4 In the event that the Attendee requires medical attention during the Course, You agree to Us arranging for any appropriate and necessary emergency treatment.
- 3.5 We operate all activities in accordance with the Manchester City Safeguarding Policy which can be found at <http://www.mancity.com/club/safeguarding>. You will find the relevant contact details here.
- 3.6 We confirm that all Our coaching staff have been subject to an enhanced Disclosure and Barring Service (DBS) check carried out by Us, and hold suitable coaching, safeguarding and first aid qualifications. Please contact Us at <https://www.mancity.com/city-football-schools/ypd-contact-form> for further information.

4. COVID-19 RESTRICTIONS

- 4.1 Government guidelines are continually changing. In the event that restrictions are imposed by the government which means group sizes are restricted to a level where it is not possible to accommodate all participants, for the avoidance of doubt the Course is sold on a first come, first served basis and subject to availability.
- 4.2 Even if Your Course application is successful, We cannot guarantee that the Attendee(s) will be able to attend the Course right now. Where the government orders that all mass gatherings and/or sports and recreation events are to be cancelled, We shall offer you a full refund for your entry fee. Save as provided for elsewhere in these Terms, We do not offer refunds if the Attendee cannot attend the Course for any other reason.
- 4.3 We will be doing everything We can to make Our Courses(s) safe. By submitting Your entry, You shall ensure that the Attendee(s) comply with any code of behaviour, guidance, rules and regulations imposed by Us, the government and Course officials (for example, We may be required to carry out temperature checks). We reserve the right to disqualify any person who refuses to comply with any such code of behaviour, guidance, rules and regulations and in such circumstances no refund will be offered for Courses not attended as a result.

- 4.4 Attendees should not attend the Course if they are displaying any of the symptoms of COVID-19 which applicable codes of behaviour, guidance, rules and regulations say You should not attend the Course or should be self-isolating as a result.

5. PRICE AND PAYMENT

- 5.1 The price of the part of the Course You are applying for will be as stated on the Website at the time We confirm Your Order.
- 5.2 In order to complete an Order, all applications must be accompanied by a deposit payment with the remainder of the applicable Course fee to be paid at a later date as notified to You by Us. The full Course fee must be paid prior to commencement of the relevant Course. If an application is made less than 5 weeks before the commencement date of the relevant Course, the full Course fee will be payable. Where an application is made following commencement of the relevant Course, We will charge a pro-rata fee for the remaining weeks of the Course.
- 5.3 Prices are inclusive of VAT unless stated otherwise on the Website and are stated and payable in British pound sterling (GBP). However, if the rate of VAT changes between the date of Your Order and the date of delivery, We will adjust the VAT You pay, unless You have already paid for the Event in full before the change in VAT takes effect.
- 5.4 We only accept payments made by:
- (a) valid Visa or Mastercard credit card
 - (b) valid Visa or Mastercard debit card; and
- 5.5 When placing an Order, You confirm that the form of payment that You use to make payment to Us is Yours and that You have authority to place the Order.
- 5.6 We always try to ensure that pricing and Course information provided by Us (including but not limited to, via the Website, on any literature or by a sales representative) is correct, but errors may occur. Upon Us becoming aware of any pricing or Course description error in relation to any Course which has been purchased, We will endeavour to inform You as soon as reasonably practicable using the contact details provided to Us. We will then provide You with the option of reconfirming the Order at the correct price/description or cancelling the Order. If We are unable to contact You having made reasonable attempts to do so, We will treat the Order as cancelled. If the Order is cancelled or treated as cancelled, We will provide a full refund to You using the payment details provided (including any booking fees incurred). If valid payment details have not been provided, no further action will be taken by Us.
- 5.7 Please note that multiple bookings may show as separate individual bookings on a Purchaser's credit/debit card statement.
- 5.8 We use third parties to help Us administer Our online entries to the Course and during the entry process. You may be redirected to another website to complete the application form and effect payment. Details for Our payment processor are as follows: <https://www.adyen.com/>.

6. CHANGES TO ORDER OR TERMS, CANCELLATIONS AND REFUNDS

- 6.1 You do not have a legal right to change Your mind under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“CCRs”), once You have entered into a contract for that Course as contracts for leisure activities which include a specific date or period for performance are exempt from the right to cancel under the CCRs.
- 6.2 However, provided that You give us at least 14 days’ written notice before the start of the relevant Course, You may cancel Your Booking without any charge. Save as otherwise provided in these Terms, cancellations made after this time will not be eligible for a refund. All requests to cancel must be made to <https://www.mancity.com/city-football-schools/ypd-contact-form>. Refunds will be made to the same payment method that You used initially to make the Booking.
- 6.3 You should let Us know as soon as possible if an Attendee incurs an injury or develops a medical condition which prevents them from participating in the Course and needs to withdraw. In this case, the Attendee may be able to attend another Course at a later date. For any sessions missed due to short-term illness, injury or other, each Attendee will be given access to 1 additional make-up session per Course (days/times to be confirmed and subject to availability).
- 6.4 In the event of long-term injury or illness once the Course has started, Orders can be deferred to the next available Course (to be agreed on a case by case basis and subject to availability). If the Attendee is unable to attend any of the available Courses, refunds will be accepted on production of a medical certificate or other sufficient evidence. All requests for cancellation should be made to <https://www.mancity.com/city-football-schools/ypd-contact-form>. Once We have received the information and are satisfied that no further information needs to be provided, We will confirm any amount to be refunded in respect of any part of the Course the Attendee has been unable to use and will refund You using the same payment method that You used to make the Booking.
- 6.5 For the avoidance of doubt, save as otherwise provided in these Terms, no other refunds will be permitted for an Attendee’s failure to attend the Course.

7. OUR RIGHTS TO SUSPEND OR CANCEL THE COURSE, APPLICABLE REFUND AND LIABILITY

- 7.1 We will need certain information from You that is necessary for Us to provide the Course, for example, emergency contact details for Attendees as well as any disability or health needs that We should be aware of. If You do not, after being asked by Us, provide Us with this information, or You provide Us with incomplete or incorrect information, We may suspend or cancel your Booking by giving You written notice. We will not be liable for any delay or non-performance, or any other consequences of Your failure to provide complete and accurate information to Us upon request. If We suspend Your Booking under this condition You will be entitled to a refund of the fees paid, however if We have already incurred costs in connection with Your Order by that time, You will reimburse Us for such costs, and this charge will be deducted from any refund that is due to You.

- 7.2 We will make every effort to provide the Course on the dates selected in Your Booking. However, We are unable to give any guarantees that any particular Course will take place at a particular time or on a particular date. We reserve the right to reschedule any Course and will provide You with prior notice where practicable. In the event of the postponement or abandonment of a Course, Our sole liability shall be Your entitlement to a full refund (including any booking and / or administration fee) or Your right to attend any such re-arranged Course if You were entitled to attend the original Course. In order to obtain a refund, You must contact Us with Your Order number no later than 7 days after the announcement of postponement / abandonment, indicating whether You would like to obtain a refund or to attend a re-arranged Course.
- 7.3 We are unable to guarantee that all advertised elements of the Course will be available. Due to the operational needs, We may be required (on short or no notice) to (i) replace any parts of the Course; (ii) change the contents of the Course; and/or (iii) leave out parts of the Course, without any liability whatsoever by way of compensation, refund, readmission or otherwise.
- 7.4 We may have to postpone or cancel a Course before the start date of the Course or prior to its completion, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Course. We will promptly contact You if this happens and We will restart the Course as soon as reasonably possible after the Event Outside Our Control is over. We may cancel a Booking and/or remove an Attendee from a Course at any time with immediate effect and without refund by giving You written notice if:
- (a) the Attendee fails to meet the eligibility requirements for the Course or You / the Attendee otherwise breach the contract in any material way including if You fail to pay any amounts due. In such circumstances You will not be entitled to a refund;
 - (b) the Attendee fails to comply with any applicable Course rules and regulations, any rules and regulations that apply at any location where Course is provided, and all instructions of Course leaders and other staff at any location where the Course is provided;
 - (c) the Attendee is, in Our opinion, unfit to participate in the Event, for example, due to an injury or illness; or
 - (d) the Attendee behaves in a way that We consider contravenes Our anti-bullying policy.
- 7.5 Save as otherwise provided for in respect of Your entitlement to a refund or a place on a re-arranged Course, We expressly exclude all liability resulting from:
- (a) any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control;
 - (b) the alteration of the dates and times of Courses;
 - (c) the alteration or change of the Course or parts thereof; and
 - (d) the abandonment, postponement or cancellation of Courses.

- 7.6 Neither We nor any of Our employees or consultants are responsible for any property lost or damaged on a Course.
- 7.7 You are responsible for expenses and arrangements not specifically included in the Order, including any necessary accommodation and travel. In addition, You are responsible for arranging and paying for travel and personal possessions insurance for the Attendees.
- 7.8 If We fail to comply with these terms, We will be responsible for loss or damage You suffer that is a foreseeable result of Us being in breach of these terms and conditions or for Our failing to use reasonable care and skill, however, We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if at the time You entered into a contract with Us and both of us knew it might happen. We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other matter in respect of which liability cannot be excluded or limited under applicable law.

8. HOW WE USE YOUR PERSONAL INFORMATION

- 8.1 We only use the personal information that You provide as part of Your Order in accordance with Our privacy policy <https://www.mancity.com/privacy-policy>. Please take the time to read Our privacy policy as it includes important terms which apply to You.
- 8.2 All Attendees who attend the Course acknowledge that photographic images and/or video recordings (and/or stills taken from video recordings) may be taken of them and may also be used for promotional or marketing purposes by Us, Our affiliates or other third parties. If You do not wish for the Attendee to be photographed, please notify Us on the contact details set out at condition 9.2 or let Us know before the start of the Course.
- 8.3 Any audio, visual, or audio-visual recordings that You make of the Course or any part of it are for personal use only and cannot be used for any commercial purpose.

9. INFORMATION ABOUT US AND HOW TO CONTACT US

- 9.1 We are a company registered in England. Our company registration number is 00040946 and Our registered address is Etihad Stadium, Etihad Campus, Manchester, M11 3FF.
- 9.2 If You have any questions or if You have any complaints, please contact Us. You can contact Us at <https://www.mancity.com/city-football-schools/ypd-contact-form>.

10. OTHER IMPORTANT TERMS

- 10.1 We may amend these Terms from time to time. Where We do so, We will let You know at least 14 days before the change occurs and provide a copy of the new Terms. You will then have the right to refuse to agree to the change and cancel the contract at any time within 30 days of receiving the notification of the change. If You do not then We will consider that You are agreeable to the new Terms and the new Terms will come into effect from the date that We notified the change to You.
- 10.2 You acknowledge Our site may include links to third-party websites. We do not review these third-party websites nor have any control over them, and We are not responsible for the websites or their content or availability. We do not therefore endorse, or make any representations about, them or any content found there or any results that may be obtained from using them. If You decide to access any of these third-party websites, You do so entirely at Your own risk.
- 10.3 If You use a linked site, any personal information You give them will be dealt with in line with their privacy policy, not Ours, so please ensure that You read their terms and conditions and privacy policy before You use their websites and provide any personal information.
- 10.4 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify You in writing if this happens, but this will not affect Your rights or Our obligations under these Terms.
- 10.5 This contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 10.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.7 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 10.8 These Terms are governed by the laws of England and Wales. You and We both agree that any dispute will be referred to and settled by the courts of England and Wales.