



TERMS AND CONDITIONS

GIRLS UNITED FOOTBALL ASSOCIATION

1. Introduction

- 1.1. REFERENCES TO “GIRLS UNITED”, “WE”, “US” OR “OUR” IN THIS DOCUMENT ARE REFERENCES TO GIRLS UNITED FOOTBALL ASSOCIATION. THIS IS THE COMPANY WITH WHICH YOU ARE ENTERING THIS CONTRACT, WHOSE COMPANY INFORMATION IS IN CLAUSE 11.1.
- 1.2. Please read these terms and conditions carefully. They replace any previous versions. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3. The following definitions apply in this document:
 - 1.3.1. "Carer" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract.
 - 1.3.2. "Coach" means the individual(s), assigned by Girls United to deliver the Services. Whilst every effort will be taken to maintain the consistency of the Coaches during the Course, Girls United unreservedly retain the right to change the coaching staff where necessary.
 - 1.3.3. “Competitions” means our services relating to Girls United competitive league teams, development squads, third party competitive leagues and related activities.
 - 1.3.4. “Courses” means our Holiday Camps, Training Sessions, Private Individual or Group Course, Term Course, Workshop and any other classes or similar services.
 - 1.3.5. “Events” means our services relating to parties, tournaments, festivals or other events.
 - 1.3.6. "Fee" means the monetary cost per Service as specified on the booking system.



- 1.3.7. "Player" means any participant who is booked to attend any of our Courses, Leagues or similar services, whose details are specified by the Carer on the Player Registration Form.
- 1.3.8. "Player Registration Form" means the online form relating to the enrolment and important information of the Player on any Service, by the Carer.
- 1.3.9. "Premises" means the venue where the Services take place.
- 1.3.10. "Service(s)" means all or any of our services: Courses, Events and Competitions.
- 1.3.11. "Terms" means the terms and conditions set out in this document.
- 1.3.12. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 1.4. We may change these Terms by posting a revised version on our website at least 7 days before they become effective. Any new booking after the effective date will be subject to the new Terms.

2. Contracting with us

- 2.1. All those wishing to attend Girls United Services must agree to these Terms. The Terms shall be deemed to have been accepted by you, the Carer, upon payment of the Fee.
- 2.2. Unless otherwise agreed, these Terms apply to all our Services.
- 2.3. In the unlikely event of a Carer or Player failing to abide by these Terms, they may be requested to discontinue with Girls United. In this instance Girls United will be under no obligation to provide a refund for any outstanding services.

3. Booking

- 3.1. You can make a Services booking online at www.girlsunitedfa.org/london-club or via our booking provider OpenPlay at www.openplay.co.uk/provider/1118.
- 3.2. For safety purposes and in order to adequately provide the Services, you must provide us with specific personal information before or at the time of booking Services with us. This information shall be collected via the Player Registration Form, which can be found here: <https://www.girlsunitedfa.org/player-form>. Full



details of the information we collect can be found in our Data Privacy Policy here: <https://www.girlsunitydfa.org/safeguarding>.

- 3.3. Upon successfully booking the Services, you will receive a confirmation email detailing what you have booked, information about the time/location of the Services and any other relevant information. This is our acceptance of your offer and the point at which a legally binding contract is formed. It is your responsibility to provide us with your correct email address. In any case, you must check with us if you don't receive any confirmation email after your booking in case our email has gone astray.
- 3.4. All Services timetables are correct as at the time of publishing. If your Services time/location changes, we will contact you.
- 3.5. You agree that:
 - 3.5.1. All information provided with your booking is correct.
 - 3.5.2. You are the Carer of all Players associated with a booking you complete.
 - 3.5.3. You will complete a Player Registration Form prior to attendance and inform us of any relevant health conditions of Players.
 - 3.5.4. You and Players will comply with these Terms and other policies on our website.
- 3.6. Once we have accepted your booking, it cannot be transferred, resold, exchanged or otherwise used by persons who were not named in the original booking. See below regarding cancellations or changes to the booking.
- 3.7. Places on all courses are limited and allocated on a first come, first served basis.
- 3.8. Bookings will be accepted or rejected at our absolute discretion.

4. Payment

- 4.1. Our Fees for the Services are as stated on our website or as otherwise communicated by us to you. Unless otherwise agreed, payment must be made in advance by whatever method specified for a particular Service. Certain Fees are payable by instalments, for example Annual Memberships.
- 4.2. The prices shown on our website include VAT.



- 4.3. Information about Training Memberships, Fixture Memberships, 10 Sessions Packs and Pay As You Go Players can be found on our website here: <https://www.girlsunitedfa.org/london-club#london-pricing>.
- 4.4. If we have mis-priced any part of our Services, we are not obliged to supply or continue to supply the Services in question at that price, provided we notify you 48 hours prior to the date of the booked Services by contacting the email address provided upon booking. If we do notify you of such mis-pricing, then you can decide if you want to continue with the Services at the correct price. If not, we will refund your payment less fees relating to any Services already supplied at the fee we had previously quoted to you.
- 4.5. If you dispute any payment, you must contact us without delay, providing the full reasoning as to why you dispute the payment.
- 4.6. If we agree to make a refund, we will aim to do so within 28 days of confirming that the request has been received by whichever means of payment we think appropriate.
- 4.7. We can suspend or end the relevant Services without refund if any payment is overdue.
- 4.8. For Services paid in monthly instalment via direct debit:
- 4.8.1. Your initial payment will comprise your first month of Fee payment. Subsequent monthly payments will be taken automatically on the same date as your first payment (i.e. if your Direct Debit started on the 9th of the month, this would then become your future monthly billing date).
- 4.8.2. You hereby authorise Girls United to take automatic monthly payments on the basis described above via payment provider GoCardless until such time as you cancel the mandate via the website or you give us 30-days written notice to cancel this authorisation. Payments will be taken from the card from which you made your last payment.
- 4.8.3. It is your responsibility to make sure that there are sufficient funds in your account and that the saved card is valid. If an automatic payment has failed, you will be notified and payment will be resubmitted via the same account twice. If still unsuccessful, a manual payment will be required to retain your space in the class. You will be responsible for any fees or penalties that Girls United incurs as a result of a failed payment.



4.8.4. Events and Holiday Camps are run separately from our regular Courses. Payment for these will be taken separately from your automatic monthly payments and will not affect your regular payment due dates.

4.9. If your Service Fee changes you will be notified of your revised payment schedule by Girls United.

5. Cancellations, refunds and changes

5.1. Cancellation or Changes by Girls United

5.1.1. Girls United may cancel this contract at any time before the Player commences the Service for any reason whatsoever. Girls United shall not be liable for any loss or damage whatsoever arising from such cancellation.

5.1.2. We are entitled to suspend or cancel a Service at any time if we think there are safety grounds to do so, for example very severe weather conditions such as lightning, high winds or flooding, or in case of misbehaviour by attendees or others present. You acknowledge that we are an all-weather organisation and will not cancel Services merely because of rain or other inclement weather.

5.1.3. We are entitled to cancel, reschedule, move or otherwise change Services for any reason. If we do so, and the Player cannot attend the changed session(s), then you are entitled to the following options for each changed / cancelled Service:

5.1.3.1. To transfer the booking for the Player to an equivalent Service.

5.1.3.2. 10 Session Pack holders and Pay As You Go (PAYG) Players, are entitled to a refund (pro-rata if the Service has started) of the amount of the changed / cancelled Service.

5.1.3.3. To donate the value of your Service to Girls United.

5.1.4. In the unlikely event of 'last minute' Service changes or a Service cancellation by us, Girls United will notify you with as much notice as possible.

5.1.5. If insufficient Players are booked into your Service, we reserve the right to cancel the Service. In this instance we will offer you either an alternative



Course to attend or a refund will be given for the cancellation.

5.1.6. We are entitled without giving a refund to suspend the Services, including suspension or cancellation of any individual Course session or Event if:

5.1.6.1. Acting reasonably, we consider that you have breached any of your relevant obligations in this agreement.

5.1.6.2. Acting reasonably, we consider it is necessary to do so in order to protect the safety of our staff, participants or third parties or to comply with applicable laws, regulations or codes of conduct.

5.1.7. In the case of an Event cancellation on the grounds of safety, there will be no refund but we will attempt to reschedule the Event or provide a Service Transfer for the Players.

5.2. Cancellations by the Carer

5.2.1. You have no right to cancel or change any booking except insofar as we specifically allow you to do so in these Terms – see below.

5.2.2. There are no 14-day legal cancellation (“cooling off”) rights for Consumers because our Services are related to leisure activities which take place on specified dates or over specified periods.

5.2.3. For new Carers, our guarantee is that you will love the Girls United Services, however if for any reason you attend your first session and decide that it is not for you, we will offer you a full refund as long as you notify us in writing of your intention not to continue, within 24 hours of attending your first session. If your request is not received in writing and/or is received after 24 hours of your first session, you will not be eligible for a refund.

5.2.4. Carers who want to cancel their Services can do so by notifying us via email to london@girlsunitiedfa.org.

5.2.5. No refunds nor credit will be given for any Services that are unattended prior to cancellation and including the Player’s final session.

5.2.6. For cancellation of Training and Fixture Memberships (Annual Payment), Girls United will confirm the date of the Player’s final session when the notice is received, allowing 5 days for processing. For remaining,



unattended Services, Carers can process:

- 5.2.6.1. A credit valid for any Girls United Service of the equivalent value of the pro rata refund amount (using the Monthly Instalment rate for previously used Services).
- 5.2.6.2. A refund of the equivalent value of the remaining pro rata balance (using the Monthly Instalment rate for previously used Services).
- 5.2.7. For cancellations of Training and Fixture Members (Monthly Payments): Carers can cancel this Service from their next scheduled monthly payment via their OpenPlay profile or cancelling the direct debit via their bank. Girls United will confirm the date of the Player's final class when the notice has been received, allowing 5 days for processing.
- 5.2.8. For cancellation of 10 Session Packs, Girls United will confirm the date of the Player's final session when the notice is received, allowing 5 days for processing. For remaining, unattended Services, Carers can process:
 - 5.2.8.1. A credit valid for any Girls United Service of the equivalent value of the full pro rata refund amount (using the Monthly Instalment rate for previously used Services).
 - 5.2.8.2. A refund of the equivalent value of the remaining pro rata balance (using the standard session rate of £5.00 for previously used Services).
- 5.2.9. For PAYG Services, Carers who want to cancel their Service can process a credit valid for any Girls United Service of the equivalent value of the full refund amount. Cancellation must occur 5 days prior to the date of the Service booked.
- 5.3. Leagues: Players in Leagues must make reasonable efforts to remain committed for the entire term / season. There are no refunds (including transfers) for late arrivals or missed matches.
- 5.4. Credits and Service Transfers: Any credits and service transfers that we issue can only be applied to Courses / Events (whichever is relevant) which must be booked and take place within 12 months from the date of issue (or any alternative period stated on our website at the time of your booking). There may still be a difference



for you to pay, for example if our Fees have increased in the meantime.

6. Attendance and Changes to Bookings

- 6.1. Your booking has reserved your place just for you and if you miss a Service for any reason we are unable to refund you.
- 6.2. For Training and Fixture Members, if you know you are unable to attend a session, please let us know by giving at least 48 hours notice by emailing or telephoning main Girls United London contact.
- 6.3. For 10 Session Packs and PAYG, if you know you are unable to attend a session, please let us know by giving at least 48 hours notice by emailing or telephoning main Girls United London contact. No credit or refund will be made for any changes that occur less than 48 hours prior to the booked session.
- 6.4. If, having let us know you are unable to attend your normal Service, your circumstances change and you are, in fact, able to attend the Service, you must speak to a Girls United London contact. Please do not just turn up to your normal session as; if the session is full, your child will not be able to play for insurance reasons.

7. Carer's

Responsibility

- 7.1. The Carer warrants and represents that:
 - 7.1.1. The information set out in the Player Registration Form (whether or not completed and/or signed by the Carer) is accurate in all respects and the Carer will notify Girls United of any change in such information immediately.
 - 7.1.2. When attending the Service, neither the Player nor the Carer will be suffering from any contagious illness, disease, injury or anything similar thereto.
- 7.2. It is the Carer's responsibility to inform us of any condition that could affect the Player's capabilities during sessions. You must agree to inform us of any changes, as soon as you become aware of them. This can be updated by contacting Girls United London. All information provided to us will be treated as strictly confidential.
- 7.3. The Carer shall indemnify and keep indemnified Girls United against all loss (including loss of profit), liability, costs and expenses which Girls United shall incur directly or indirectly as a consequence of any action or inaction of the Carer or the



Player.

7.4. Carer and Players are expected to behave in a civilised and respectful manner at all times towards the Coaches, other customers and any members of the public who are on the Premises. In the event that Girls United determines the behaviour of the Carer and/or the Player to be unacceptable, Girls United shall be entitled to exclude the Carer and the Player (or either of them) from Course and Premises permanently or for such period as Girls United shall (in its entire discretion) determine.

7.5. The standard of behaviour which is to be regarded as unacceptable at a Course or on the Premises shall be determined by Girls United.

7.6. Service Rules:

7.6.1. For Health and Safety purposes please supervise your child(ren) around the pitch/venue prior to your session start time.

7.6.2. Please help us start and finish sessions on time by arriving promptly for your session and taking any litter home with you when you leave. Please let a Coach know if you have to leave the session early for any reason; this is for emergency evacuation purposes.

7.6.3. Please keep siblings, buggies and associated equipment off or as far back from the playing area at all times.

7.6.4. To comply with our Child Protection & Safeguarding Policy and best practice, we request that Carers DO NOT take photographs or videos at Girls United sessions. Whilst our Coaches will do their best to enforce a total ban on the use of photographic/film or video equipment by Carers at Courses, due to the nature of their work and the concentration required during the delivery of sessions, we are unable to guarantee this, and your cooperation would be appreciated. From time to time Girls United may organise Course photo shoots, but only where all parental consents have been obtained.

7.6.5. Please try to keep noise and disturbance from the sidelines to a minimum to avoid distracting your child and others.

7.6.6. Please ensure your child is wearing athletic clothing and proper footwear for each session. Ensure that you have packed appropriate clothing for all weather conditions for those Courses that run outdoors.



7.6.7. Although general advice will be offered, no requests for transfers, moving up age groups or changing venues or sessions can be confirmed on the spot at classes.

7.7. Carer and Players must comply with the rules of the Leagues and Premises where Girls United Services occur.

8. Liability

8.1. We commit to provide our Services with reasonable skill and care.

8.2. Girls United will not be responsible for any items lost or left behind at any Premises.

8.3. The cost of any damage to any property or facilities caused by the Carer or Player that has been booked on to the course will be passed on to the Carer.

8.4. Except in the case of fraud, Girls United, its coaches, servants, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Carer, the Player or any other party arising directly or indirectly or in any way connected with the attendance of the Player at the Services (or any part of it) or any other act or omission on the part of Girls United or any of its coaches, employees or agents even if such act or omission is negligent.

8.5. The Carer agrees (for and on behalf of the Carer and the Player) that any claim by the Carer or the Player against Girls United or any coach, employee or agent of Girls United must be brought within 50 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

8.6. The Carer acknowledges, warrants and undertakes (for and on behalf of the Carer and the Player) that the maximum aggregate liability of Girls United to the Carer and/or Player under these terms shall not exceed the Fee.

8.7. All warranties and conditions, whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of Girls United, its coaches, servants, employees or agents or affects the statutory rights of the Carer or Player.

9. Complaint's

Procedure



9.1. We hope you will be delighted with our service but if you are at all unhappy please follow our complaints procedure:

9.1.1. Contact the Girls United London management via london@girlsunitedfa.org, who will try to resolve the matter to your satisfaction.

9.1.2. If the response is not satisfactory, a written complaint should be submitted for the attention of the Chief Executive via email at romina@girlsunitedfa.org.

10. General

10.1. The failure by either party to enforce at any time or for any period any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.

10.2. The Carer acknowledges, has read and understood the Girls United Data Privacy Policy and the Child Protection and Safeguarding Policy found here: www.girlsuntiedfa.org/safeguarding.

10.3. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

10.4. Nobody else has any rights under this contract. This contract is between you and Girls United. No other person shall have any rights to enforce any of its Terms.

10.5. If a court finds part of this contract illegal, the rest will continue in force. 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.

10.6. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the service, we can still require you to make the payment at a later date.



- 10.7. These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of this Agreement.
- 10.8. The safety and wellbeing of Players are of the greatest importance to Girls United. We have a responsibility to report any inappropriate or suspicious behaviour to the relevant authorities.
- 10.9. Girls United reserves the right to make amendments to our Terms at any time to reflect changes in our business or statutory obligations. The new version will be posted on our website and will take effect 7 days after posting.
- 10.10. This entire agreement shall be governed by English Law and shall fall under English jurisdiction.

11. Contact

Information

- 11.1. Girls United Football Association is a non-profit company registered in England, number 10747164. Our registered office address is 3Space International House, Canterbury Crescent, London, SW9 7QD, UK.
- 11.2. To contact Girls United please contact us by email london@girlsunitedfa.org or by post at 3Space International House, Canterbury Crescent, London, SW9 7QD, UK.
- 11.3. If we have to contact you we will do so by text message (including WhatsApp), telephone or by writing to you at the email address you provided to us on the Player Registration Form.