



**Football Association of Wales
Accredited Coaches Programme
Revalidation – Football Leaders Award**

Cardiff City FC Coaches Association Launch

Assistant Manager – Dave Kerlake

Academy Manager – Dick Bate

6-9pm

Tuesday 29th October 2013, Cardiff City Stadium

This workshop has been organised to support the continual professional development of coaches in Wales as part of the National Coaches Association to support coaches at all levels.

For whom

For coaches working throughout Wales at all levels.

Particularly for coaches wishing to revalidate their Football Leaders Award.

Cost

Free of charge

Terms and Conditions for the Supply of Training Courses – (Unsubsidised) – (“T&Cs”)

1. Interpretation

1.1 The following definition and rules of interpretation apply to these T&Cs:-

- 1.1.1 “Application Form” shall mean the application form for a Candidate to apply to WFT to enrol on a Training Course;
- 1.1.2 “Candidate” shall the person who applies to enrol on a Training Course by signing the Application Form;
- 1.1.3 “Contract” shall mean the contract between WFT and the Candidate for the supply of the Services incorporating these T&Cs;
- 1.1.4 “Fees” shall mean the cost stipulated on the Application Form for the Training Course selected by the Candidate (excluding any card handling or processing charge which shall be paid in addition to the Fee);
- 1.1.5 “Services” shall mean the services of WFT in delivering the Training Course to the Candidate pursuant to a Contract;
- 1.1.6 “Training Course” shall mean the training course run by WFT, selected by the Candidate on the Application Form and which is designated on the Application Form as falling into one of the following categories:-
 - 1.1.6.1 “UEFA Licence Course”;
 - 1.1.6.2 “Foundation Level Course”; or
 - 1.1.6.3 “Re-Validation Course”;
- 1.1.7 “WFT” shall mean FAW Football in the Community Limited trading as Welsh Football Trust, company number: 03202751 whose registered office is at 3 Charnwood Court, Heol Billingsley, Parc Nantgarw, Rhondda Cynon Taff, CF15 7QZ; and
- 1.1.8 “Working Days” shall mean Monday to Friday excluding Bank and Public Holidays.

1.2 A reference to any particular law is the reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and include any sub-ordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and vice versa and reference to one gender includes reference to the other gender.

1.4 Headings in these T&Cs are for convenience only and will not affect the interpretation of these T&Cs.

2. Application of T&Cs

2.1 The Candidate must indicate acceptance of these T&Cs by signing the Application Form and returning the form to WFT.

2.2 Subject to any variation under condition 2.3, the Services shall be provided on these T&Cs only.

2.3 These T&Cs apply to all Services and any variation to them shall have no effect unless expressly agreed in writing and signed by WFT. The Candidate acknowledges that he/she has not relied on any statement, promise or representation made or given by or on behalf of WFT.

2.4 Each Application Form submitted to WFT shall be deemed to be an offer by the Candidate to enrol for a Training Course and to receive the Services.

2.5 No Application Form submitted by the Candidate shall be deemed to be accepted until a written acceptance is issued by WFT.

2.6 The Candidate shall ensure that the information he/she has provided on the Application Form is complete and accurate.

3. Candidate's commitment

3.1 In relation to the Training Course, the Candidate agrees that he/she will:-

- 3.1.1 attend and participate in 100% of all activities prescribed by WFT from time to time;
- 3.1.2 use his/her best endeavours to learn all new information provided to him/her during delivery of the Services;
- 3.1.3 respect and show consideration for all other persons receiving the Services and all staff delivering the Services;
- 3.1.4 be physically fit to the extent necessary for participation in the Training Course; and
- 3.1.5 submit his/her written assignments within the deadlines set by WFT from time to time.

3.2 The Candidate agrees that WFT may film aspects of the Services from time to time for training purposes.

3.3 The Candidate agrees to a Criminal Record Bureau check being made against his/her name by or on behalf of WFT.

4. Delivery of the Services

4.1 Those parts of the Training Course that require the Candidate to attend tutorials or other training sessions at a training centre will take place at such venue as WFT may stipulate from time to time.

4.2 Any date specified by WFT for delivery of the Service is intended to be an estimate and time shall not be of the essence in any circumstance.

4.3 WFT will deliver the Services exercising reasonable care and skill.

4.4 WFT may deliver the Services in separate instalments.

5. Fees and Refunds

5.1 The appropriate Fee for the selected Training Course must be paid to WFT in full by the Candidate when the Application Form is submitted. WFT will reimburse the Candidate in full for the Fee paid if the Candidate's application is rejected.

5.2 No refund of the Fee will be made by WFT to the Candidate if the Candidate fails to attend the commencement of, or complete, the Training Course.

5.3 At any time prior to the commencement of a Training Course, WFT shall have the right to cancel the Training Course by giving the Candidate as much written notice as is reasonable in all the circumstances. In the event of such cancellation, WFT will re-imburse the Candidate in full for the Fee paid.

5.4 The Candidate shall have the right to cancel the Contract at any time prior to the commencement of the relevant Training Course by giving written notice to WFT. Provided the Candidate has paid the whole of the Fee at the time the cancellation notice is received by WFT, WFT will refund the following relevant percentage of the Fee (calculated from the day WFT received, or is deemed to have received, the notice):-

Training Course	Notice Period	Amount of Refunded Fee
UEFA Licence Courses	60 days or more 59 to 30 days 29 days or less	100% 50% Nil
Foundation Level Courses	14 days or more 13 to 7 days 6 days or less	100% 50% Nil
Re-Validation Courses	14 days or more 13 to 7 days 6 days or less	100% 50% Nil

6. Termination

6.1 WFT may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Candidate if the Candidate commits any breach of the Contract and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice to do so. No refund of the Fee will be made by WFT to the Candidate in the event of such termination.

7. Liability of WFT

7.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.2 Nothing in the Contract excludes or limits the liability of WFT for:-

- 7.2.1 death or personal injury caused by WFT's negligence; or
- 7.2.2 any matter which it would be illegal for WFT to exclude or attempt to exclude its liability for; or
- 7.2.3 fraud or fraudulent misrepresentation.

7.3 Any liability of WFT for non-delivery of the Services (or any part thereof) shall be limited to replacement of the Services within a reasonable time.

7.4 Subject to condition 7.2, WFT shall not be liable for any indirect or consequential loss, cost, damages, charges or expenses suffered or incurred by the Candidate because of any breach of the Contract by WFT.

8. Assignment and sub-contracting

8.1 The Candidate shall not be entitled to assign the Contract or any part of it without the prior written consent of WFT.

9. Unforeseen Circumstances

9.1 WFT reserves the right to defer the date of delivery of the Services if it is prevented from or delayed in carrying out any of its business due to circumstances beyond the reasonable control of WFT including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-out, strikes or any other labour disputes, or restraints or delays effecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

10. General Provisions

10.1 All notices regarding the Contract shall be in writing and delivered by hand or sent by first class post or fax to the parties' respective addresses as set out in the Contract. Notices shall be deemed to have been received on the day of delivery if delivered by hand or fax and two Working Days after posting if sent by first class post. Notices by email shall not be valid.

10.2 Each right or remedy under the Contract is without prejudice to any other right or remedy whether under the Contract or not.

10.3 If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provisions shall continue in full force and effect.

10.4 Failure or delay by WFT in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver or any of its right under the Contract.

10.5 Any waiver by WFT of any breach of, or any default under, any provision of the Contract by the Candidate shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms of the Contract.

10.6 The parties under the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to it.

10.7 Formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the law of Wales and England and the parties submit to the exclusive jurisdiction of the courts of Wales and England.

Version 1

Dated: October 2008