



Bolton Wanderers Football Club

International Soccer School

Football Studies Programme



Schedule 1

Terms and Conditions for the Provision of Services Relating to the Bolton Wanderers International Soccer School Football Studies Programme

IT IS AGREED THAT:

1. Interpretation

1.1 The definitions in this clause apply to these Terms:

Force Majeure Event: shall have the meaning given in clause 14.

Order: your order for the Services as set out in the application form for the Programme;

Parent Manual: the manual available at <http://www.bwfciss.co.uk/why-study-english-in-england>, which, amongst other things, details the Services;

Player: the individual who is applying to be accepted, or who is accepted, on to the Programme and who the Services are provided to;

Programme: the Bolton Wanderers International Soccer School Football Studies Programme based in England and operated by us;

Services: the services that we provide to the Player as set out in the Parent Manual;

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

We/us: Bolton Wanderers Football & Athletic Company Limited, a company registered in England and Wales with company number 43026 and whose registered office is at The Reebok Stadium, Burnden Way, Lostock, Bolton, Lancashire, BL6 6JW; and

writing or written: includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these Terms.

2. Basis Of Acceptance On To The Programme

2.1 If the Player is under the age of 18 as at the date the Player enrolls on the Programme, a parent or legal guardian who is over the age of 18 is required to make the Order and sign up to these Terms on the Player's behalf. If the Player is over the age of 18 as at the date the Player enrolls on the Programme, the Player can make the Order himself/herself.

2.2 We consider that these Terms (and any document referred to herein), the Order and our price list set out the whole agreement between you and us for the supply of the Services.

2.3 Please check that the details in these Terms and on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

2.4 Please ensure that you read and understand these Terms before you sign/submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.6.



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- 2.5 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 2.6 These Terms shall become binding on you and us when:
- 2.6.1 we issue you with written acceptance of an Order; or
- 2.6.2 we notify you that we are able to provide the Services,
- whichever is the earlier, at which point a contract shall come into existence between us.
- 2.7 You may at any time before the start date of the Programme amend or cancel an Order by providing us with written notice. However, once we receive an Order, we start to make financial commitments on the Player's behalf and, therefore, if you amend or cancel an Order, your liability to us shall be payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. Where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.
- 3. The Services**
- 3.1 The Parent Manual contains a full description of the Services and the Programme, including sample timetables. We reserve the right to make changes to the Programme.
- 3.2 The Player is responsible for completing work as is required of the Player in respect of the educational side of the Programme. We cannot guarantee that every Player will leave with an Academic Qualification or a certificate in the English language.
- 4. Quality Of Services**
- 4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- 4.1.1 conform with their description;
- 4.1.2 are carried out with reasonable care and skill;
- 4.1.3 are fit for any purpose we say the Services are fit for or we could reasonably expect you to use the Services; and
- 4.1.4 comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 4.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from a Citizens' Advice Bureau or Trading Standards office.
- 4.3 You must provide us, in sufficient time, with any information and instructions relating to the Services that is, or are, necessary to enable us to provide the Services in accordance with these Terms. If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.



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5. Provision Of Services

5.1 We will supply the Services to the Player for the periods set out in Part 1 A of the Parent Manual as applicable to the Programme the Player is accepted on unless otherwise terminated in accordance with these Terms.

6. Travel

6.1 You are responsible for all costs and fees relating to the Player's travel to and from England and we shall have no liability in respect of the same, including in respect of lost and/or stolen property.

6.2 The Player will be entitled to two airports transports, on first arrival and final departure, from the following airports:

6.2.1 Manchester International Airport; and

6.2.2 Liverpool John Lennon Airport.

For the avoidance of doubt, on departure and arrival for holidays and short breaks or any other departures or arrivals, including if the Player is suspended or expelled from the Programme, it is your responsibility to arrange transfers to and from airports at your own cost.

6.3 Save as set out in the next sentence, if the Player is due to arrive at any airport other than those listed in clause 6.2, you must notify us of this fact at least two weeks before the Player's outbound flight and, at your own cost, the Player shall travel independently to Horwich Parkway Railway Station (adjacent to the Reebok Stadium), where we will arrange for collection we have been notified of Player's arrival date and time. If the Player is under the age of 18 and is due to arrive at any airport other than those listed in clause 6.2, we will arrange for the Player to be collected at such airport, provided that all costs and fees associated with such collection are paid for by you.

6.4 It is your responsibility to ensure that any Player under the age of 18 who is flying unaccompanied by a responsible adult has been registered to travel alone and has all necessary insurance.

6.5 You are responsible for ensuring the Player has all necessary travel documentation, including passport and visa (however, we will assist where we can with the procurement of visa applications), and we shall have no liability in respect of any loss or claim arising as a result of the Player not having such documentation. Further information in respect of visa applications can be found in the Parent Manual.

7. Accommodation and Food

7.1 The Student is required to comply with the Home Stay Rules set out in part 5 of the Parent Manual.

7.2 Unless agreed otherwise, You/the Player will be responsible for all costs incurred by the Player in relation to transport to and from the Player's accommodation to all Programme locations.

7.3 Unless agreed otherwise, the accommodation provided is for the Player's use only.

7.4 We will provide the meals specified in the Parent Manual. Any food or drink required outside of that specified in the Parent Manual will be your/the Player's responsibility.



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8. Price And Payment

- 8.1 The price of the Services will be as set out on our website or on the application form.
- 8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 8.3 We will invoice you for the Services prior to the commencement of the Programme. You must pay the invoice in cleared monies within 30 calendar days of the date of the invoice. The Programme must be paid for in full before any visa application can be made. If a visa application is rejected, we will return any fees paid for the Programme, less any reasonable costs incurred by us.
- 8.4 If you do not make any payment due to us by the due date for payment (as set out in clause 8.3), we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 8.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services until you have paid the outstanding amounts. You acknowledge and agree that if the Player is unable to attend the Programme due to non-payment of fees, any costs associated with the Player returning home, will be your sole responsibility.

9. Injury

- 9.1 You acknowledge and agree that taking part in the Programme involves strenuous activity and the Player may therefore suffer injury as a result of such activity. Unless agreed otherwise, if the Player sustains any injury during the Programme and this results in the Player having to withdraw from the Programme, we are unable to offer a refund as we will have already have incurred costs including in respect of food, accommodation, education and transport. In such circumstances all transportation costs relating to the Player's return journey home must be arranged and paid for by you at your expense; although, we will assist in any way we can.

10. Insurance

- 10.1 All Players who are registered for the Programme will receive basic insurance, details of which are available in the Parent Manual. If the Player requires insurance cover to a level over and above such basic insurance cover, this is your responsibility. It is your responsibility to understand the extent of any such insurance and you agree that we are not responsible for any losses that are not covered by such insurance.

11. Agreement To Abide By Our Policies

- 11.1 You acknowledge and agree that you and the Player have read and understood the Parent Manual and all other policies, including the Rules of Conduct relating to the Programme, attached to these Terms, available on our website relating to the Programme and that the Player will abide by such policies. Failure to comply with such policies may result in us taking disciplinary action against the Player, which may result in the Player being suspended or expelled from the Programme, without a refund. If the Player is suspended or expelled from the Programme, all costs associated with the Player's return journey home will be borne by you. You agree to indemnify us if we incur any losses, or liability to third parties, in relation to any actions of the Player.



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12. Complaints

12.1 If you have any complaints about the Programme, please contact Nicola Rimmer at BWFC International Soccer School Programme, Bolton Wanderers Football Club, Euxton Lane, Euxton, Lancashire CPR7 6FF (email: nrimmer@bwfc.co.uk/tel: 0044 1204 673 737).

13. Limitation Of Liability

13.1 Subject to clause 13.3 and as otherwise set out in these Terms, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

13.2 Our total aggregate liability to you and/or the Player under these Terms shall be limited to the total amount paid by you for the Services.

13.3 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

13.3.1 loss of income or revenue;

13.3.2 loss of profit;

13.3.3 loss of anticipated savings; or

13.3.4 loss of data.

13.4 This clause does not exclude or limit in any way our liability for:

13.4.1 death or personal injury caused by our negligence; or

13.4.2 fraud or fraudulent misrepresentation; or

13.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

13.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or

13.4.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

14. Events Outside Our Control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**Force Majeure Event**).

14.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

14.2.1 strikes, lock-outs or other industrial action; or



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- 14.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 14.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- 14.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 14.2.5 impossibility of the use of public or private telecommunications networks.
- 14.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.
- 15. Termination**
- 15.1 Save as otherwise set out in these Terms, either of us may terminate the arrangement between us at any time by providing the other party with 30 calendar days' prior notice in writing.
- 15.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms
- 16. Assignment**
- 16.1 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.
- 17. Notices**
- 17.1 All notices sent by you to us must be sent to us to Nicola Rimmer at BWFC International Soccer School Programme, Bolton Wanderers Football Club, Euxton Lane, Euxton, Lancashire CPR7 6FF (email: nrimmer@bwfc.co.uk/tel: 0044 1204 673 737). We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
- 18. Data Protection**
- 18.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.
- 18.2 We may use photographs of Players on our website and in marketing materials for the Programme and you hereby consent to such use.



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19. General

- 19.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 19.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 19.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 19.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.



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Schedule 2

Rules of Conduct

1. Dining Halls, bedrooms, classrooms and communal areas are to be left clean at all times.
2. No food or beverages are allowed in the classroom or school minibuses at anytime. Students are expected to behave as they would in any normal school setting.
3. Students are expected to take an actively cooperative/ participatory role in all classroom activities, social activities, excursions, sports sessions, free time or communal meal times and do as directed by their class teacher/ coach/ adult supervisor/ host family.
4. Students must remember that they are living as a guest in the home of a local English family. As such they must agree to abide by the rules of their host family.

NB – In order to take the maximum benefit from this unique cultural experience we advise all students to take an active participatory role within the household. Behave how you would want a guest to behave in your home.

5. Use of tobacco, alcohol, drugs (except authorised prescribed medication), or weapons of any sort at Bolton Wanderers Football Club is **not** permitted and will **not** be tolerated. Use of such would lead to immediate expulsion from the programme.
6. Students must use the English Language at all times whilst in the host family and school to ensure everyone is included, at no time must students talk amongst themselves whilst in the school or host family in their home language.
7. Students must adhere to the established curfews and as such remain with their assigned host family, when not on an official programme lesson or activity.
8. Students are required to check in and sign the register each day upon arrival and departure to and from the Bolton Arena or any other specific meeting point.
9. The course curfew is **21:00** every night of the week (Sunday evening – Thursday evening). The night prior to any match activity the curfew is **19:00**. Friday and Saturday evenings the curfew is **Midnight**. Upon leaving the Bolton Arena (approximately 17:00) students are expected to return directly to the host family for dinner unless a prior agreement is made with the host family and/ or director of football prior. After dinner each student will have free time until the curfew when they must return to and be with the host family.

*If you are not home by this time and the host family/ director have not heard from you your family will be alerted and this will trigger the on call team to look for you, which will incur an extra charge.
10. Students are required to email/ call home within one day of arrival on campus. It is also advisable to check-in at least once weekly with parents either by email or telephone.
11. Bolton Wanderers Football Club is dedicated to providing a supportive and friendly learning environment for all students and staff. All students must actively demonstrate respect towards all staff and fellow students at all times. Verbal or physical bullying, abusive, aggressive or any other disrespectful or anti-social behaviour will **not** be tolerated and may lead to disciplinary action.



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12. For the same reason, theft or damage to any property during the Bolton Wanderers International Soccer School Football Studies Programme will **not** be tolerated.
13. Any injury or illness whether sport related or not, must be immediately reported to the director and coaches.
14. Training kit will be provided and must be worn to every session unless permission is given by the director or coaches. Leisure wear will be provided also for use off the pitch and must be worn at all times whilst involved in school activity and on site.
15. Correct footwear and shin guards (when needed) must be worn to sessions.

Any violation of any of the above rules may, at the absolute discretion of the directors and coaches, result in either:

- a) **A written warning sent to the student's parents. Any repetition or further violation would then incur automatic expulsion/dismissal.**

Or...

- b) **The immediate expulsion/ dismissal from the Bolton Wanderers International Soccer School Football Studies Programme.**

*In the case of expulsion/ dismissal, all expenses incurred as a result of this sanction shall be the sole responsibility of the student's parents and the lost fee will be non refundable.

I have read, understand and agree to abide by these rules set out by Bolton Wanderers Football Club, along with any supplementary rules that may be added during the course for student safety and benefit.

Player Signature: _____ **Date:** _____

Print Name: _____

Parent/ Guardian Signature: _____ **Date:** _____

Print Name: _____

Director/ Coach Signature: _____ **Date:** _____

Print Name: _____