

# Membership Form



## Player Code of Conduct

- I will RESPECT my Coaches, teammates, parents including the opposition.
- I will greet all my coaches when I arrive.
- I will have fun at sessions, because I left the outside world when I came to PWS.
- I will not use violence.
- I will not use bad language.
- I will be patient with my teammates because their development is also important.
- I will concentrate, I will not distract or be distracted.
- I will train to the best of my ability and understand my coaches are available to help me.

**I understand and agree with my code of conduct\***

Player name:

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## Terms and Conditions

Dear parents/guardians,

Play With your Sole FC welcomes you and we look forward to a great relationship.

Our aim will always be to provide a safe, friendly, encouraging, and equal environment. To deliver these services, we will be approachable, fair, and honest.

### **1. Definitions**

- 1.1 "Carer" means the person/persons who attend the session or any part of it, with the player.
- 1.2 "Parent" means a parent or legal guardian who is the contracting party to this contract and is responsible for the payment of the Fees.
- 1.3 "Play With your Sole (PWS hereafter) means the company whom you have entered into this agreement.
- 1.4 "Session" refers to the PWS training classes.
- 1.5 "Enrolment Form" means the form relating to the enrolment or re-enrolment of the player(s) for sessions.
- 1.6 "Fee" means the monetary cost per session.
- 1.7 "Staff" means the individual(s), volunteering or employed by PWS to manage or coach the session.
- 1.8 "Premises" means the venue where the session takes place.
- 1.9 "Player" means the child attending the session, whose details are specified by the Parent or Carer on the Enrolment Form.
- 1.10 "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by PWS and the Parent.
- 1.11 "Credit" refers to a credit note equalling the cost of a session which is granted under PWS's terms & conditions.

### **2. Acceptance of Terms and Conditions**

- 2.1 All agreements relating to the teaching of the session by PWS to the player are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2 No variation or addition to the Terms shall be binding unless agreed in writing by PWS and the Parent.
- 2.3 The Terms shall be deemed to have been accepted by the Parent upon signature of these Terms on behalf of the Parent.
- 2.4 Payment by the Carer shall be deemed to have been made on behalf of the Parent.
- 2.5 The Parent and/or Carer agree to keep the content of the PWS session and the PWS Training Programme confidential and not to copy or use any aspect of the PWS Programme directly or indirectly.
- 2.6 The Parent and/or Carer agrees not to manage, operate or assist in the organisation of any business which competes with PWS while the player is a member of PWS and for two years afterwards directly or indirectly.

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## 3. Payment

3.1 PWS offers one free trial to every new player who has never been with PWS before. Players are to be accompanied by a parent/carer.

3.2 Payments should be made by standing order to (account number: 77624858, sort code: 60-23-08) on the 1<sup>st</sup> of each month. For example, 1 session a week equals 4 sessions a month. Additional sessions in the month must be paid in advance. If payment is not received in full, PWS reserves the right in its absolute discretion to refuse a player at its sessions.

3.3 PWS does not issue refunds under any circumstances.

3.4 The football season can be paid in full or instalments. PWS will provide a breakdown along with payment due dates. Payment is non-refundable and no credit will be issued for not attending a match, unless cancelled by PWS.

3.5 Matches fees must be paid before the match day.

3.6 Additional sessions, a private session for example, must be paid before the session.

## 4. Cancellation

4.1 PWS may cancel this contract at any time before the player commences the session for a valid reason. PWS shall not be liable for any loss or damage arising from such cancellation.

## 5. Parent's Responsibility/Code of conduct

5.1 The information set out in the enrolment form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify PWS of any change in such information immediately. A copy of these terms and conditions will be provided by email.

5.2 When attending the session, neither the player nor the Carer will be suffering from any illness, disease or anything similar thereto.

5.3 The Parent/guardian acknowledges and agrees that the player shall be deemed to be under the direction, care and instructions of the coach throughout the session and the Carer shall be responsible for the welfare and conduct of the player throughout the session and whilst the player is on the Premises.

5.4 Parents/guardians must respect the decisions of the Coach and allow the child(ren) to make their own decisions and mistakes as these are important for their development. Giving instructions whilst training or playing should not happen as it does not allow them to think for themselves for example and can undermine the Coach. Parent must not enter the field of play during training.

5.5 The Parent/guardian shall indemnify and keep indemnified PWS against all loss (including loss of profit), liability, costs, and expenses which PWS shall incur directly or indirectly because of any action or inaction of the Parent, the Carer or the player.

5.6 Parents/guardians will support and encourage players, they will not give instructions, this is for the coach. Parents/guardians will stay behind the respect line during matches.

5.7 The parent/guardian will not use abusive language or threatening behaviour. PWS reserve the right to ask to leave or deny any persons using abusive language or threatening behaviour from its sessions.

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## 6. Discipline

6.1 PWS asks parents, players, Coaches to promote respect. Use of bad language, violence, bullying, behaviour which is disruptive to the class or individuals or behaviour PWS determines unacceptable may lead to either a warning, suspension or ban as PWS deems (in its entire discretion) appropriate.

6.2 We ask that every effort is made to arrive at sessions on time, late arrivals can be disruptive to the class and Coach. If a player misses part of the session due to being late, it will not be reimbursed by PWS under any circumstances.

6.3 Players must be collected after the session ends by an agreed parent/guardian no more than 10 minutes after sessions or a late fee of £1 per minute may apply thereafter.

## 7. Child safety

7.1 Child safety is a priority for PWS. Child safety is the responsibility of everyone.

7.2 If you have a child safety concern, the Club Welfare Officer is: Ali Osuman, mobile: 07946445957.

7.3 Child safety concerns can also be reported on the NSPCC ([www.nspcc.org.uk](http://www.nspcc.org.uk)) website.

7.4 If a child is in immediate danger, the police should be called on '999'

## 8. Exclusion of Liability

8.1 Except in the case of fraud and subject to clause 8 below, PWS, its Coaches, servants, employees, contractors or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the player or any other party arising directly or indirectly or in any way connected with the attendance of the player at the session (or any part of it) or any other act or omission on the part of PWS or any of its Coaches, servants, employees, contractors or agents even if such act or omission is negligent.

8.2 The Parent agrees (for and on behalf of the Parent and the player) that any claim by the Parent or the player against PWS or any Coach, employee, contractor, or agent of PWS must be brought within 60 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.

8.3 The Parent acknowledges, warrants, and undertakes (for and on behalf of the Parent and the player) that the maximum aggregate liability of PWS to the Parent and/or player under these terms shall not exceed the Fee.

8.4 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 PWS, its Coaches, servants, employees or agents or affects the statutory rights of the Parent or player.

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## 9. General

9.1 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 the right at any time subsequently to enforce all the obligations arising under these Terms.

9.2 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 of which is not contained herein shall be binding or form part of this Agreement.

9.3 This entire agreement shall be governed by English Law and shall fall under English jurisdiction.

## 10. Personal Data

10.1 Personal information is collected only to help deliver classes effectively and efficiently. Your information will only be shared with a third party with your consent.

10.2 Upon choosing to leave PWS your information will be kept until the end of the season, then it will be disposed of securely thereafter.

**I have read and agree to PWS FC's terms and conditions of membership\***

X

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Parent/Guardian

**Date: 18/02/22**