

## **DISCALIMER / TERMS AND CONDITIONS:**

This Disclaimer shall be considered the Terms and Conditions, which shall govern your access to and use of the services provided by the Foot and Ball Academy ("Academy"), including but not limited to football coaching or any content, functionality and services offered on or through its website (<http://footandball.in/>) and/or Google Form (<https://forms.gle/KM1qQiFpch1e7qtV7>) .

Please read the Terms and Conditions carefully before you avail the services offered by the Academy as its acceptance and assent by all parents and/or guardians shall be a condition precedent for use and availing of its services. By using this website and filling out the registration form or by clicking to accept the Terms and Conditions, you hereby accept and agree to be bound and abide by the Terms as laid down hereinafter.

### **1) ENROLMENT**

- a. All parents / guardians who intend to avail and use the coaching services provided by the Academy shall be required to fill out and submit the FAB Football Academy Registration Form.
- b. All parents / guardians shall render their consent for their child / player to avail the services of the Academy at its respective training centers.
- c. Enrolment shall be completed once the following have been submitted:
  1. Completed Registration Form that includes agreeing to the acceptance of the Terms and Conditions.
  2. Payment of Enrolment Fee based on Monthly Package and One Time Mandatory Registration Fee.
- d. Admission and enrolment of the child / children shall be subject to availability of places at the requested training location.

### **2) SESSIONS**

- a) In order to maintain high standards of coaching across all centers, the Academy is constrained to follow a strict attendance policy, which includes make up sessions. It is on this account that the Academy shall not be responsible to reallocate any sessions missed out by the child / player on account of their own unavailability. However, the parent / guardian has the option to avail a leave of no less than ten (10) consecutive days, in which event, the Academy shall adjust the fees of the child / player accordingly.
- b) Each child / player has the option to avail coaching sessions either twice a week (totaling to a maximum of 8 sessions per month) or three times a week (totaling to a maximum of 12 sessions per month) depending on the center location. Since a month consists of four and a half weeks (9 sessions in twice a week monthly enrolment plan and 13-14 sessions in a thrice a week monthly enrolment plan), the child / player would have the option to complete all 8 or 12 sessions in case any are missed due to any unforeseen reason in majority of the months in a year.
- c) The player / child may also opt to make up its missed coaching session in any alternate location of the Academy, subject to approval from the management.
- d) In the event any child opts to take a gap from the coaching services availed from the Academy for a period beyond four (4) weeks, the Academy gives no guarantee that the allocated spot of that particular child shall be available after the aforesaid period. Moreover, re-availing of the

services from the Academy by the said child after the gap of 4 weeks shall be subject to availability of spots in the Academy.

### **3) FEES**

- a) The Applicable fees agreed upon between the parent / guardian and the Academy shall be final and shall be subject to increment each year as decided by the Academy.
- b) All parents / guardians have the option to avail from the Academy either Monthly Fee Package or Quarterly Fee Package depending upon the training location. The Quarterly Package, if available shall be fees paid upfront for a period of three (3) months and shall entail some discounts which shall be decided solely by the Academy.
- c) All Fees payable to the Academy, whether towards monthly or quarterly packages shall be paid by the parent / guardian on or before the 7<sup>th</sup> day of each month.
- d) In the event case fees of any child / player is overdue for more than four weeks, the Academy reserves its right and shall have no choice to allot the said child's / player's spot to another child, whose application to the Academy is pending.
- e) In the event the fee of the child / player is paid after the 7<sup>th</sup> day of any month, the parents / guardians wishing to avail the quarterly packages shall not be entitled to the discounts of the quarterly packages offered by the Academy.
- f) If any parent / guardian pauses their quarterly package, sessions missed out can be accommodated, however, the fees will be charged on a monthly basis for the given period and discounted package will not be applicable.
- g) All parents / guardians acknowledge that the Fee charged by the Academy is on a monthly basis and not based on number of sessions attended by the child / children in each month.
- h) If for any reason any child enrolled with the Academy has attended only 1 or 2 sessions in a month, fees per session amounting to Rs. 500/- per session shall be charged by the Academy.

### **4) FAB WEATHER POLICY**

- a. The Academy focuses and considers the safety and well-being of its children / players to be of utmost importance and therefore reserve the right to cancel sessions on account of factors out of its control such as weather conditions.
- b. The coach at the training center shall take a decision of cancellation based on the current weather and field conditions. The FAB Team will have the final say in deciding whether to continue or cancel the session.
- c. In the event of light showers, it is highly likely that the session would continue as scheduled, provided the coach deems the playing area to be safe. Parents / Guardians must therefore dress their child / children appropriately in accordance to the weather conditions.
- d. In the event of heavy downpour and excessive windy conditions, the session will definitely be cancelled.
- e. The decision of cancellation of any session, if made prior to the start of the session or during the session shall be communicated to all parents / guardians through WhatsApp messages in the group of each training center. Should any parent / guardian still have any doubts, they may contact the Academy telephonically.

- f. In the event a session is commenced and thereafter the weather conditions deteriorate, each parent / guardian shall be responsible and required to collect their child / children from the respective location.
- g. All parents / guardians must acknowledge that football is an outdoor and a physical sport. Football is a sport that is played in rains, on wet fields, in heat as well as in cold conditions. It is an opportunity for the players to learn to adapt and overcome the circumstances that nature, or life in general, might throw at them. Children are therefore advised to dress appropriately specific to the weather conditions.
- h. If up to two (2) sessions are missed in a month due to rain / pollution or any other unforeseen circumstances, the Academy does not compensate for the same. However, if three (3) or more sessions are canceled in a particular month, the Academy shall only reschedule the number of sessions missed over and above two.

## **5) GENERAL**

- a. All parents / guardians hereby acknowledge that the services availed from the Academy shall be at their own risk and expense and the Academy shall not be responsible to bear any additional costs.
- b. All parents / guardians must ensure that their child / children are physically fit and are able to participate in the coaching activities arranged by the Academy and accordingly accept all risks including injuries that may occur during the coaching activities.
- c. All parents / guardians are responsible to disclose any medical / physical condition that the child / children may have to the Academy. In case of failure to furnish such information, the parents / guardians agree to indemnify the Academy of any liability arising out of and in relation to the same.
- d. All parents acknowledge that no insurance coverage shall be provided to any child from the Academy and that they shall be covered by their own respective insurance, if any.
- e. All parents / guardians hereby agree to not hold the Academy or any of its coaches, organizers, employees, administrators, authorized representatives etc. liable for any injury sustained by their child / children during participation in activities provided by the Academy.
- f. Once enrolled with the Academy, each parent / guardian undertakes that they shall not permit their child / children to represent any other academy or club in any domestic or international tournament, with the exception of participating in their respective schools and / or state or national level tournaments.
- g. The Academy has the complete authority to place each child in the correct age category and / or skill category as decided by the coaches and senior members of the Academy. The parent / guardian shall have no say as the aforesaid issues are technical in nature.
- h. The materials, resources and courses are the property of the Academy and are not to be distributed or disclosed for commercial purposes.
- i. By acceptance to the Terms and Conditions, each parent / guardian gives their permission and consent to the Academy to take photographs / videos of the child / player and grants the Academy the complete right to use the photographs / videos including reproductions and adaptations thereof for the purposes of publicity, marketing and fundraising in order to help achieve the objectives of the Academy. The parent / guardian shall further provide the Academy the right to use the photographs / videos in social media posts, flyers, newsletters, press releases

etc. The same would not amount to personal intrusion or encroachment of the privacy of the player.

- j. All parents / guardians who have earlier enrolled with the Academy shall be responsible and liable to reaccept the instant Terms and Conditions, through re-submission of the “FAB Football Academy Disclaimer / Terms and Conditions” Form.
- k. Please note that the Academy has a strict “No Acceptance Policy” in case of bullying and mental/emotional harassment carried out by any player. In case a player is found to be appropriating such actions, the said player shall be immediately removed from the session and a disciplinary action may be initiated against him/her.

## **6) MODIFICATION OF TERMS AND CONDITIONS**

The Academy may, at any time amend the Terms and Conditions. Such amendments would be effective immediately upon notice to all parents / guardians whose children are enrolled with the Academy. Any continued usage of the services by any child after being notified would amount to acceptance of the amendments.

## **7) GOVERNING LAW, JURISDICTION & DISPUTE RESOLUTION**

The Terms and Conditions and the registration process shall be governed by and interpreted in accordance to the laws of India and shall be a subject to the exclusive jurisdiction of the Courts at New Delhi.

Any and all disputes in relation to or arising out of this Disclaimer shall be amicably solved through negotiations. However, if the matter is not resolved through negotiation within thirty (30) days, the same may be referred to the Court of Law at New Delhi.