

LCFC SPORTS TURF ACADEMY EDUCATION AND TRAINING TERMS AND CONDITIONS

1. These terms and conditions

- 1.1. The LCFC Sports Turf Academy ('STA') is part of Leicester City Football Club Limited (company number 04593477) ('LCFC', 'we', 'us', or 'our'). The STA runs a range of accredited training courses throughout the year. These courses are a mix of hands-on, face-to-face and online, and may be bespoke to individual or organisational needs.
- 1.2. Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the 'terms') of the contract between you and LCFC. The terms explain what happens once you have made a booking, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms are only available in English.
- 1.3. You should retain a copy of these terms for future reference.
- 1.4. These terms cover the provision of the events (including training courses) that we organise and which are available through the STA (the 'event').
- 1.5. You may contact us by telephoning our office on 0116 497 864 or by emailing us at sta@lfc.co.uk. The STA office team is generally available between 9am and 5pm, Monday to Friday (excluding public holidays in England).
- 1.6. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time you made your booking.
- 1.7. These terms together with your booking confirmation constitute the contract between us and you with regard to the events, to the exclusion of all other terms and conditions which you may purport to apply under any correspondence, application form, order or other document. No other terms and conditions shall apply. The contract cannot be varied unless we agree to vary it in writing.
- 1.8. Please note that we may amend and update these terms. The terms as published on our website (or as otherwise provided to you) at the time of confirmation of your booking will apply.
- 1.9. In these terms:
 - 1.9.1. 'you' means the person who has made a booking in respect of one of our events (or who is attending any such event, if different) and your organisation, where applicable.
 - 1.9.2. References to words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include corporate bodies, unincorporated associations and partnerships.
 - 1.9.3. Any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
 - 1.9.4. Any reference to a Clause is to a clause in these terms.

1.9.5. Headings are included for ease of reference only and shall not affect the interpretation or construction of these terms.

1.9.6. 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

2. Our contract with you

- 2.1. Any description, advertisement, documentation issued by us and any description contained on our websites or in any other materials relating to the event are issued and published for the sole purpose of giving you a general idea of the event, its content and objectives. Subject to any obvious error, the description and price of the event will be as quoted on the website at the date your booking is made. All payments under these terms shall be in UK pounds sterling.
- 2.2. To book your place(s) on an event, you must complete and submit the relevant online application form. Following submission of an application form, if we accept your booking, you will be given confirmation of our acceptance of your booking (a 'booking confirmation') by email and we will issue you with an invoice. Bookings are not deemed to have been confirmed unless and until you have received a booking confirmation from us. We may or may not accept your application at our discretion. If your application has not been successful, we will also notify you of such via email.
- 2.3. We reserve the right to (i) restrict attendance on certain events to delegates who hold specified qualifications and/or have relevant experience (including having attended previous events) to ensure a high-quality training experience, and (ii) require you to provide evidence of such at our request before we issue a booking confirmation to you. Relevant information will be provided on our website and/or as part of the booking process.
- 2.4. We do not permit children under the age of 16 to enrol on our events and we reserve the right to restrict attendance on certain events to delegates aged 18 or over. Delegates under the age of 18 must get consent from their parent(s) or legal guardian(s) before enrolling on or attending an event, and their parent(s) or legal guardian(s) shall be deemed to have agreed to these terms on their behalf.
- 2.5. A booking confirmation or attendance at the event (where the booking confirmation has not been received prior to the event) brings into existence a legally binding contract based on these terms between you and us.
- 2.6. Where you are not a consumer, you acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on an event.
- 2.7. Where you are not a consumer, these terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 2.8. Where you are not a consumer, you acknowledge and agree that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them.

- 2.9. Where you are not a consumer, you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

3. Price and payment

- 3.1. You must purchase the event(s) by paying the appropriate fees as set out on the website and/or in any invoice we issue. Payment is required in full in advance of the relevant event's start date. Payment can be made in the following ways:
- 3.1.1. by BACS using the details contained on our invoice;
 - 3.1.2. by credit or debit card using the details contained on our invoice; and/or
 - 3.1.3. from time to time, we may issue voucher codes (including through or in conjunction with one of our partners) which we may at our discretion accept as full or part payment (subject to any additional terms and conditions applicable to the voucher).
- 3.2. An invoice for payment of the appropriate fees shall be sent to the email address you provided at the time of booking, and it is your responsibility to ensure the address provided is correct. The named person attending the event is responsible for making payment, but payment may be made on their behalf (for example, by their employer).
- 3.3. You are required to ensure that any invoice is paid within 30 days of the date on the invoice or by the day immediately preceding the start date of the event, whichever is earlier, unless otherwise specified on the relevant invoice.
- 3.4. Attendance at the event before we receive payment will form a legally binding contract in accordance with Clause 2.5.
- 3.5. Where you do not pay the appropriate fees in accordance with this Clause 3 or Clause 6.1.2.3, this will constitute a breach of this contract and, without prejudice to Clause 3.6, we may (i) refuse you and your delegates entry to the event, and/or (ii) withhold any event materials, certificates or accreditations until payment has been received in full.
- 3.6. We may take legal action in order to recover any outstanding fees and the costs of such legal action.
- 3.7. Without prejudice to Clause 3.6, we may refuse or cancel future bookings where payment for an event under these terms remains outstanding.
- 3.8. It is always possible that, despite our best efforts, some of the events we offer may be incorrectly priced. We will normally check prices before accepting your booking so that, where the event's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the event's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel your place(s) on the event.
- 3.9. We will pass on changes in the rate of VAT. Where VAT is payable, if the rate of VAT changes between your booking date and the date of the event, we will adjust the rate

of VAT that you pay, unless you have already paid for the event in full before the change in the rate of VAT takes effect.

- 3.10. We reserve the right to require payment of a deposit before issuing a booking confirmation to you.

4. Our rights to make changes

- 4.1. We reserve the right to change the venue (within a 25-mile radius and/or to other LCFC premises), date and/or start time of the event(s), and to substitute trainers and consultants, at our discretion.
- 4.2. Where we are unable to deliver the event face-to-face, the parties may mutually agree an alternative digital platform for delivery.
- 4.3. We reserve the right to make alterations to the published programme for (or content of) any event, where reasonably necessary. Any changes to the event's published programme or content will be published on our website and/or notified to you by email.

5. About the event(s)

- 5.1. All intellectual property rights in, arising out of, or arising in connection with the event(s) and the event materials shall be, and remain, vested in LCFC.
- 5.2. You shall not, and shall procure that your delegates do not, modify or remove any intellectual property rights notices contained on the event materials and shall reproduce such notices on any copies of the event materials, or part thereof, in the form in which they appear on the original.
- 5.3. Delegates may use the event materials for their own personal development purposes but not for any other purpose. You shall not, and shall procure that your delegates do not, copy, duplicate, redistribute, re-publish or use any part of the event materials or prepare derivative works or incorporate the event materials in any other work for commercial use or exploitation without LCFC's prior written consent (to be granted or withheld at LCFC's absolute discretion).

Face-to-face training

- 5.4. The event(s) shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 4.1. We shall use our reasonable skill and care to deliver the event in accordance with the information we have provided to you regarding the event.

Digital training

- 5.5. In advance of digital training, both parties will use reasonable endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard.
- 5.6. Neither party shall be liable for fault or failure of the agreed platform that may occur during the delivery of the event, should it be deemed outside of their control.

6. Cancellation, transfer or postponement

- 6.1. You can cancel or transfer your booking in the following circumstances:

- 6.1.1. where you are a consumer, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period'). Where you have given consent to the event taking place within the cancellation period, you will lose your right to cancel your booking on the event;
- 6.1.2. you have the right to request a transfer to another event providing you give us at least 14 days' notice prior to the start date of the original event; however, we cannot guarantee availability on your replacement event and our agreement to such transfer shall be at our absolute discretion. Where we agree to the transfer:
 - 6.1.2.1. your original acceptance of these terms and conditions will also transfer;
 - 6.1.2.2. if the appropriate fees for the replacement event are less than the event you originally booked, we will refund the difference in accordance with Clause 6.4;
 - 6.1.2.3. if the appropriate fees for the replacement event are more than the event you originally booked, we will send a revised invoice for payment to the email address you provided when making the request to transfer. You must pay the invoice in accordance with Clause 3;
- 6.1.3. where you or other delegates are unable to attend, substitute delegates can be accepted but we reserve the right to charge an additional administration and registration cost. You should notify us as soon as possible using the details provided in Clause 1.5;
- 6.1.4. if you cancel your booking for an event after you have been issued with a booking confirmation, and (i) you are not a consumer, or (ii) you are a consumer but your cancellation is outside the cancellation period detailed in Clause 6.1.1, we shall have the right to recover and invoice you for any costs we have incurred specifically in relation to the provision of the event to you. This will include any event materials, preparation costs, premises costs, trainer/consultant costs, registration costs and administration costs. Without prejudice to the above, we also reserve the right to invoice you for the following cancellation fees, which you shall pay within 30 days of the date of the invoice (or which we will retain from any refund due to you if you have already paid):

Written notice period before event start date	Cancellation fee
60 days' or more notice	10% of the event fee
59 to 31 days' notice	50% of the event fee
30 days' or less notice	100% of the event fee

- 6.2. Subject to Clause 6.1, you may only cancel your event booking in writing using the details provided in Clause 1.5. When contacting us, please provide your name, postal address, details of the booking, phone number and email address.
- 6.3. We reserve the right to cancel an event for any reason at any time. Your rights if we cancel an event:
 - 6.3.1. Wherever possible, we will contact you in advance to tell you we will be cancelling an event, unless an emergency requires us to cancel the event at short notice.

6.3.2. We reserve the right to cancel or postpone events if there are insufficient delegate numbers to ensure a high-quality training experience or if a trainer/consultant is unable to attend.

6.3.3. In the event that we cancel or postpone an event, we will offer you a place on the next available event. Alternatively, you may ask for a refund which shall be made in accordance with Clause 6.4.2.

6.4. How we will refund you:

6.4.1. Where an event is cancelled by you pursuant to Clause 6.1.1 or 6.1.4 and in accordance with Clause 6.2, you shall be entitled to a refund of the fees for that event within 30 days beginning with the day on which we agree that you are entitled to a refund.

6.4.2. Where an event is cancelled by us pursuant to Clause 6.3, we will refund your fees for the event but not any other expenses (for example, accommodation or transport costs). Your refund of event fees will be paid within 30 days beginning with the day on which we agree that you are entitled to a refund.

6.4.3. Where you transfer to a replacement event pursuant to Clause 6.1.2 or Clause 6.3.3 and the fee for the replacement event is less than the original event, we will refund the difference as soon as possible but in any event within 30 days beginning with the day on which we agree that you are entitled to a refund.

7. If there is a problem or you have a complaint

7.1. If you have any questions or complaints about the booking process or an event, please contact us using the details in Clause 1.5.

8. Summary of your legal rights

8.1. Whilst every effort is made to ensure that our events are relevant and topical, they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.

8.2. Nothing in these terms limits or excludes our liability for:

8.2.1. death or personal injury caused by our negligence; or

8.2.2. fraud or fraudulent misrepresentation.

8.3. Our liability to you shall be limited to the price you have paid for the event and, subject to Clauses 8.2 and 8.4, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the contract, for:

8.3.1. any loss of profits, anticipated profits, sales, business, or revenue;

8.3.2. loss or corruption of data, information or software;

8.3.3. loss of business opportunity or contract;

8.3.4. loss of anticipated savings;

- 8.3.5. loss of goodwill or damage to reputation;
 - 8.3.6. any indirect or consequential loss; and/or
 - 8.3.7. any loss, theft or damage to your personal belongings.
- 8.4. If we are providing events at your business premises, we will make good any damage to your property caused solely by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the event.
- 8.5. Personal arrangements including travel, accommodation or hospitality relating to any event which have been arranged by you are at your own risk.
- 8.6. We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfil or otherwise discharge any of our obligations under the contract, to the extent that such delay or failure is caused by any circumstance beyond our reasonable control.

9. Conditions of attendance

- 9.1. You must provide the full name of each delegate as well as any accessibility requirements in advance of the event.
- 9.2. You must comply with instructions and directions given by our staff and agents, and any applicable policies and procedures which you are notified of. Video and/or audio recording is not permitted on our premises.
- 9.3. You must comply with all relevant legislation relating to health and safety and with any safety announcements and venue regulations which you are made aware of whilst attending any event(s).
- 9.4. We reserve the right to refuse access to or remove without reimbursement any delegate from any event who in our reasonable opinion (i) has, or is likely to affect the enjoyment of the other delegates, (ii) is acting under the influence of alcohol or drugs, (iii) uses threatening, abusive or insulting words or behaviour, and/or (iv) behaves in a manner which may cause a breach of the peace.
- 9.5. We are dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy and respect, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age or religion. We do not tolerate bullying, intimidation, harassment or victimisation of event participants or staff in any form.
- 9.6. Any discriminatory language and imagery are not appropriate at any of our events, including in presentation materials. If you violate these rules, you may be sanctioned or expelled from the event without a refund.
- 9.7. Please also refer to your own company's grievance and disciplinary procedures on how they handle complaints against members of staff as we may report any breach of these conditions to your employer.
- 9.8. You will be responsible for paying for any and all damage to the premises (including any contents and/or equipment) where the event is held and/or damage to other people's

property on those premises caused by you and/or your delegate(s), including the cost of additional cleaning.

- 9.9. As part of the event, you may be provided with or have access to our confidential information concerning (without limitation) our business, assets, affairs, employees, customers, clients or suppliers. You shall hold our confidential information in confidence and shall not disclose any of our confidential information to any third party unless you have our specific written consent or such disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.10. We may arrange for photographs to be taken at any of our events. Please advise us prior to the commencement of the event if you do not wish your photo to be included in the STA's publicity.
- 9.11. We may arrange for recordings to be made of our events and, subject to presenters' permission, for the filmed material to be made available after the event. If you do not wish to appear in a recording, please inform us prior to the commencement of the event and sit where instructed.

10. How we may use your personal information

10.1. We will use the personal information you provide us:

10.1.1. to deliver the event to you (including any registration(s) required with the applicable awarding body); and

10.1.2. to process your payment for the event.

10.2. Your personal information will be processed in line with data protection legislation and in accordance with our privacy policy (which can be accessed at lfc.com/terms or provided on request). 'Data protection legislation' means the Data Protection Act 2018 and the UK GDPR, and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any additional legislation or regulations that may be made pursuant thereto from time to time.

10.3. The STA attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms. In addition, the STA or its research contractor may approach you to carry out a further evaluation of the impact of the training at a later date.

10.4. We will only share your personal information with third parties where the law requires us to do so or where necessary for delivery of the event (including to obtain any applicable certification or award from an awarding body).

11. Other important terms

11.1. If you have any queries about the event, please contact us using the details provided in Clause 1.5.

11.2. Any notice or other communication given by you to us, or by us to you, under or in connection with this contract shall be in writing and shall be sent by email, delivered personally, or sent by pre-paid first-class post or other next working day delivery service.

11.3. A notice or other communication shall be deemed to have been received:

11.3.1. if sent by email, one business day after transmission;

- 11.3.2. if delivered personally, when left at our registered office; or
 - 11.3.3. if sent by pre-paid first-class post or other next working day delivery service, at 9am on the second business day after posting.
- 11.4. In proving the service of any notice, it will be sufficient to prove:
- 11.4.1. in the case of an email, that the email was sent to the specified email address of the addressee, provided that the sender did not receive a notice of non-delivery; and
 - 11.4.2. in the case of a letter, that such letter was properly addressed, stamped and placed in the post.
- 11.5. The provisions of Clauses 11.2 to 11.4 shall not apply to the service of any proceedings or other documents in any legal action.
- 11.6. We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.
- 11.7. Nobody else has any rights under or in connection with this contract, including by virtue of the Contract (Rights of Third Parties) Act 1999. This contract is between you and us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.
- 11.8. You shall not, without our prior written consent, sell or otherwise transfer places on any event(s), including to third parties. You shall not, without our prior written consent, assign, transfer or deal in any other manner with all or any of your rights or obligations under the contract.
- 11.9. The invalidity or partial invalidity of any provision of these terms shall not prejudice or affect the remainder of the terms, which shall continue in full force and effect. If any invalid, unenforceable or illegal provision of these terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.10. 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 breaching 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 allow you to attend the event, we can still require you to make the payment at a later date.
- 11.11. These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 11.12. Both you and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).