

Booking Terms and Conditions

These terms and conditions apply to all bookings of a place(s) on Arsenal soccer school courses made by you (each a "**Course**"). Please read these terms and conditions carefully before booking any Course. Please note that, by booking a place on a Course, you agree to be bound by these terms and conditions.

1 INFORMATION ABOUT US

1.1 Courses are operated by The Arsenal Football Club Plc ("**we**", "**our**", "**us**"). We are registered in England and Wales under company number 109244 and with our registered office at Highbury House, 75 Drayton Park, London N5 1BU. Our VAT number is 769406787.

2 YOUR STATUS

By placing a booking for a space on a Course, you promise that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; or
- (c) A parent or guardian has entered into the Contract (as defined in clause 3.1 below) on your behalf.

3 BOOKING PROCESS

3.1 When you book a place on a Course a contract between us and you (the "**Contract**") will be formed when we accept your booking.

3.2 Please note that places on Courses are subject to availability. Your preferred Course may not be available in which case you will be notified of an alternative Course(s) if available. No payment will be taken for a booking until such time as we accept your booking.

3.3 Notice of a confirmed Course booking will be sent to you by email where possible (or alternatively by post) as soon as details of your payment have been processed and entered onto our system.

4 PRICE AND PAYMENT

4.1 The price of Course bookings will be as set out on the online form through which you book the relevant Course(s) (the "**Booking Form**") from time to time, except in cases of obvious error.

4.2 These prices include VAT, which will be added to the total amount due if applicable.

4.3 Prices are liable to change at any time, but changes will not affect bookings for which you have already paid.

4.4 It is always possible that, despite best efforts, some of the Courses listed on the Booking Form may be incorrectly priced. Where a Course's correct price is less than the stated price on the Booking Form you will be charged the lower amount. If a Course's correct price is higher than the price stated on the Booking Form, we reserve the right to reject your order and notify you of such rejection.

4.5 We shall not be under any obligation to provide the Course to you at the incorrect (lower) price, if the pricing error is obvious and could have reasonably been recognised by you as a mis-pricing.

4.6 Payment for Course bookings can be made in cash, by cheque or credit or debit card. If you pay using a credit or debit card, your credit or debit card will be charged on the same

day that we confirm your booking. We retain the right to vary the acceptable methods of payment without notice from time to time.

5 THE COURSE

- 5.1 We treat as a priority the safety and well-being of all children attending Arsenal Soccer Schools. We reserve the right to remove from a Course any person who is found to be engaged in offensive activity, the bullying of others, disruptive behaviour or for any other reason where we consider a person's behaviour is detrimental to the interests or safety of the persons attending a Course. If you are removed from a Course for any of these reasons, you will not be refunded any fees already paid by you in connection with that Course.
- 5.2 With the rare exception Arsenal players do not attend Courses.

6 CANCELLATION AND REFUNDS POLICY

- 6.1 We reserve the right to cancel or reschedule a Course at any time by sending you a notice to that effect. In circumstances where such cancellation or rescheduling takes place less than 48 hours before the scheduled date we will contact you by telephone. In the event that you are sent details of a rescheduled Course you may choose to either attend the rescheduled date or transfer your booking to another available Course without any charge by following the instructions in the notice. If you do not wish to attend the Course on the rescheduled date offered, or transfer your booking to another available Course, you shall be entitled to receive a full refund.
- 6.2 You may transfer a confirmed Course booking to an eligible person nominated by you by sending a notice to soccerschools@arsenal.co.uk or by calling us on +44(0)20 7619 5003 within 3 working days prior to the start of the Course.
- 6.3 You have the right to cancel a confirmed Course booking at any time by sending a notice to soccerschools@arsenal.co.uk or by calling us on +44(0)20 7619 5003. If you cancel a confirmed Course booking you may be entitled to a refund of charges paid by you in accordance with this clause 6.
- 6.4 If you cancel a confirmed Course booking, and your place(s) on a Course is subsequently rebooked by another person, we shall refund to you the fees you have paid to us less any costs reasonably incurred by us. If you cancel a confirmed Course booking and your place(s) is not rebooked by another person, you may be due a refund of the charges paid by you which shall be calculated as follows:

Non-residential Courses

- (a) You will not be entitled to any refund of charges that you have paid if your notice of cancellation is received by 10 days or less before the scheduled start date of the non-residential Course. If we receive your cancellation notice more than 10 days before the scheduled start date of the non-residential Course you shall be entitled to a refund of all fees paid by you, less an administration fee of £5. This does not affect your statutory rights.

Residential Courses

- (b) No refund shall be due where notice of cancellation is received by us 0-29 days before the scheduled start date of the residential Course.
- (c) 50% refund - where notice of cancellation is received by us 30-44 days before the scheduled start date of the residential Course.

(d) 100% refund - less an administration fee of £100 where notice of cancellation is received by us more than 44 days before the scheduled start date of the residential Course.

6.5 We will usually refund any money received from you using the same method originally used by you to pay for the Course.

7 LIABILITY

7.1 We are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable or caused by events outside our control (for which see clause 10 below). Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into a contract with you pursuant to these terms and conditions

7.2 Subject to clauses 7.1 and 7.3, our total liability for losses or damage you may suffer in connection with our breach of these terms and conditions or negligence is strictly limited to the price of the Course you booked.

7.3 The above does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal to exclude, or attempt to exclude, liability.

7.4 We are not responsible for indirect losses which you may suffer as a consequence of the main loss or damage even if such losses result from a deliberate breach of these terms that would entitle you to terminate the Contract.

7.5 You shall be liable for the cost of any damage to our property or facilities caused by you or by persons under your control.

8 NOTICES

Other than notices of cancellation sent under clause 6, all notices given by you to us must be given to legalnotices@arsenal.co.uk and copied to soccerschools@arsenal.co.uk. Notices will be deemed received and properly served 24 hours after an e-mail is sent.

9 TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

9.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10 EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under a Contract that is caused by events outside our reasonable control (each an "**Event Outside Our Control**").

10.2 A Event Outside Our Control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

10.3 Performance under any Contract is deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Event Outside Our Control to a close or to find a solution by which the obligations under the Contract may be performed despite the Event Outside Our Control.

11 WAIVER

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you by notice in writing.

12 SEVERABILITY

If any of these terms and conditions or any other provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13 DATA PROTECTION

We will store and process any personal data you provide to us in accordance with all applicable data protection laws. Our privacy policy is available at www.arsenal.com/privacy-policy

14 ENTIRE AGREEMENT

These terms and conditions, the Booking Form, the Contract and any other document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

15 LAW AND JURISDICTION

Contracts for Course bookings and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

16 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 16.1 We have the right to revise and amend these terms and conditions from time to time including, without limitation, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 16.2 Any Contract between you and us will be governed by the terms and conditions in force at the time that you book the places(s) on the relevant Course(s), unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to these terms and conditions before we confirm your booking (in which case we may assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).