

# West Ham United Foundation International Academy Terms and Conditions

## 1. Bookings

All bookings submitted to Choices International are only accepted on receipt of written confirmation from Choices International or its authorised representative. Choices International must be notified of all arrival and departure details at least 20 days before the start of the course.

Choices International reserves the right to cancel or withhold confirmation of a booking or to withdraw educational and accommodation facilities after course commencement, at its discretion, if at any time incorrect information is supplied by or on behalf of the client, fees due to Choices International from the client have not been received, or if such action is otherwise deemed necessary in the interests of the client.

Any last-minute requests or bookings must be confirmed in writing. Choices International will charge a further administration charge of \$120 in addition to any new booking fees raised. Choices International cannot guarantee any last-minute request or booking will be fulfilled.

# 2. Cancellations

All cancellations must be made in writing and will be confirmed in writing by Soccer Camps International / Choices International. Cancellations are subject to the following charges:

- Up to three months before the client's scheduled camp start date: Refund of Full amount already paid minus a \$300 administration fee.
- Cancellation between three months and one month before camp starts: 50% of total fees of the program refunded.
- All cancellations made one month or less before your scheduled camp start date: No refund.

Once the course has started fees are non-refundable. A participant who fails to attend any part of his/her course due to illness or any other reason whatsoever, whether within or outside the participant's control, shall not be entitled to a refund of any fees paid, nor to attend any classes or training in place of those missed.

In the case of a participant being badly sick or injured, and diagnosed by a doctor as not being in a condition to train, he/her must leave the programme immediately. Parents will be notified so that they can make the appropriate arrangements for his/her immediate departure/repatriation.

In such an event, Choices International will not be liable for any expenses, and any costs incurred will be charged to the participant or their parents or guardians.

We highly recommend taking out our or another cancellation insurance to cover the eventual payment of all repatriation expenses.

#### 3.Visas



Where applicable, Soccer Camps International / Choices International will provide all the necessary documentation to enable students to secure their visas for the program. However, Soccer Camps International Choices International can only provide such visa service on receipt of payment in full or 50% of the total fee. Should a participant be unsuccessful in their visa application, fees paid will be refunded less 25 % of the total program fee. Proof of visa refusal must be provided to get refund of payment.

If the arrival day is postponed due to a delayed visa application Choices International reserve the right to offer alternative accommodation, which may incur additional charges for you.

In the event that Choices International have incurred any charges in changing the accommodation for you, it reserves the right to pass these charges on to you.

## 4. Conditions

All programme places will be confirmed when either the deposit or full fees have been received. Payment of the deposit fee is regarded as acceptance of the booking terms & conditions and is non-refundable.

#### 5. Liability and Insurance

Choices International will NOT be liable for loss, damage, illness or injury to persons or property however caused, except where such liability is expressly imposed beyond exclusion by statute.

#### 6. Acceptance Conditions

We accept participants on the assumption that they are of sound health. Participant who contract the Choices International programs take full responsibility of risks inherent to the sports practice, as well as those related to the activity, including travelling in the company vehicles or on Public Transport. Parents, legal tutors or guardians of participants, voluntarily choose to allow their son/ daughter to participate in the program knowing the risk inherent to sports practice or recreational activities, which could involve long term injuries, disabling injuries or even death.

Choices International reserves the right to terminate your enrolment on a Programme if your participation represents a risk to you, other players or to our staff members health and safety.

Parents or tutors give consent to Choices International to take participants, accompanied by coaches or tutor, to journeys outside the premises in order to assist to recreational activities.

#### 7.Behaviour

Choices International reserves the right to refuse or exclude any person at any time prior to or during the operational dates of the centre if in the opinion of Choices International, that person is incompatible with the general well-being and safe running of the centre. In this instance no refund will be given and any costs incurred, including any damage, will be passed on to the participant or their parents or guardians, who will also be held responsible for any repatriation costs.

# **8.Property Damages**

Choices International will vehemently pursue any participant damaging or defacing property while at the programme and strong action will be taken against such participants. Payments will be sought in full from any such participant (or responsible parents) BEFORE departure to repair such damage. Participants must keep their room tidy, clean and in the same conditions as it was when they arrived at the programme. Choices International reserves the right to expel any participant from its centres if there is any damage to property, theft of property or act of vandalism.

## 9. Force Majeure Event

Choices International may cancel the reservation due to a Force Majeure Event which shall include circumstances beyond the control of Choices International, including but not limited to: war, threat of war, political crisis, civil commotion or strife, terrorist activity, strike or industrial action, natural disaster, fire and technical problems due to closure of airports or other transport problems making it impossible or unreasonable to travel. Physical injury of participant prior to date of attendance is not a force majeure event but one reason why we urge you to obtain insurance coverage. In such an event, Choices International will propose an alternative date programme or grant you a credit note for the following year.

These terms and conditions are issued by Choices International ("TERMS"). By your completion and submittal of the registration forms, you agree and acknowledge that you are over 18 years of age and that you have read, understood and agree to these TERMS, the terms and conditions of Soccer Camps International, including it's Privacy Policy, as may be updated from time to time, located on www.soccercampsinternational.com website which terms includes that SOCCER CAMPS INTERNATIONAL HAS NO AUTHORITY OR CONTROL OVER THE OPERATION AND/OR RULES OF ANY SOCCER CAMP.



#### 10.Negligence

We accept responsibility for those course elements under our direct control, if caused by proven negligence of Choices International or its employees. We cannot accept responsibility for loss of enjoyment due to travel, strikes, weather, loss or damage to luggage or personal property, personal injury, or illness while on the course, including use of subcontractors such as transport companies.

#### 11.Amendment Charges

Any alterations to bookings must be confirmed in writing. Choices International reserves the right to charge a further administration charge of \$110. No changes will be allowed under any circumstances once the program has started.

#### 12.Use of Electronic Devices and Phones

Mobiles phones and electronic devices are not allowed during the training and academic classes. Students will be getting their phone at night after activities for 45m to speak to their family. Our staff will collect all phones before bedtime.

# 13. Arrival and departure dates (residential)

You should arrive at the residence for your Program on a Sunday by 14:00 to register, ready to start the Program on Sunday evening. There will be no compensation due for late arrivals and/or missed activities and excursions, missed as a result of not arriving on a scheduled arrival date, in accordance with the program terms.

You should arrive between the hours of 14:00 and 18:30 on the arrival day stated in your Booking. You should depart on Saturday between 08:30 and 9:30 at the weekend.

#### 14.Level of English

If student do not have the minimum level of English required to follow a specific course, Choices International reserves the right to move you to an appropriate course one to one for your level with a teacher which incur additional charges for you. Minimum course levels are specified before enrollment.

#### 15.Food

Choices International is committed to provide players with healthy, tasty, and nutritious meals with a choice of hot or cold food. All dietary requirements are also catered for during the program, please advise us of any requirements at the time of booking

## 16.Damage to the property & lost items

You acknowledge that you must pay the full cost of any damage done by you to any grounds, accommodation, or property. A refundable deposit of £ 175 in cash or credit card will be required on arrival to the camp, which will be return on departure in full if there isn't any damage. To lose the keys will imply a charge of £181 that will be automatically deducted from your deposit.

# 17.Complaints

Any complaints against any aspect of the services provided by Choices International should be addressed in the first instance to the local representative on site. In the event that the matter is not resolved, the client or his agent should make an immediate complaint in writing to our head office. Such complaints will be investigated by the company.

## **18.Airport Transfers**

We provide a 'meet and greet' service at an additional charge from the airport to the participant's accommodation. Our staff and authorised driver will meet participants on arrival and will be identify and carry a Choices International sign with the participant's name. Airport transfer fees include a maximum of 45 minutes waiting time. Further delays may result in additional charges for you. You are allowed one suitcase any extra one will have an additional extra cost that will be charged to you on arrival.

# 19.Data Protection

References in this clause to the GDPR are to the General Data Protection Regulation.

In order to deliver education and protect welfare, Choices International will collect and process personal data, including special category personal data (as defined in the GDPR) that relates to the participant and their circumstances.

For the purpose of the Data Protection Act 2018 (the Act), the data controller is Choices International Limited of 11 Portland Street, Manchester, M1 3HU. Full details of the personal data collected and processed by Choices International, the purposes for which it is collected and the legal basis for doing so are all contained in Choices International's private policy which can be accessed on request. Choices International will comply at all the times with our obligations.

# 20.Assignment and subcontracting

We may transfer our rights and obligations under these Terms to another organization. Choices International reserve the right to subcontract various elements of our services under these Terms to reputable companies selected by us.

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#### 21.Disclaimer

Arrangements and courses outlined in Choices International publicity materials are given in good faith. However, courses, accommodation, training facilities, activities and timetables may be subject to change for reasons of safety, or in the event of unsuitable weather conditions or other factors, which may arise beyond our control. Choices International reserves the right to change the particularities of programmes, including changes to courses, venues, facilities or dates of programmes where circumstances beyond our control necessitate such changes or where the level of bookings received does not exceed the minimum number required to operate a course viably. In this event we shall either provide comparable services or refund such part of that service which relates to the change. In either case, Choices International's liability shall cease, and clients shall have no other or further claim against us. It is automatically assumed that pictures taken of players participating in training or lessons can be used in future brochures and advertising material. Choices International reserve the right, by giving notice to clients at any time before the start date, to increase the price of the services being provided to reflect any increase in costs to our organizations, which is due to factors beyond our control, such as, without limitations, significant increases in accommodation costs, transport costs, labour costs etc. Choices International does not accept liability for personal injury or the death of any participant unless caused by the proven negligence of our staff.

# 22. Promotional video & Photography

I authorize Choices International to carry out, by itself or through third parties, the capture of my image and/or voice in the photos and the recording of videos exclusively for communication and publicity purposes, promotion of activities in media internal or external to the COMPANY.

In the same way, I expressly authorise Choices International the rights to use my image derived from photos and recordings and the subsequent exploitation and use of the same in the terms previously provided in this assignment in all currently known media and those that may be developed in the future.

Likewise, I authorize Choices International to transfer my image contained in said photos and/or videos to third parties, for the same purposes set forth herein and under the previously agreed terms. The third assignee may exclusively use, worldwide and for an unlimited time, the image rights hereby assigned.

On the other hand, and in accordance with the provisions of Organic Law 3/2018, of December 5, Protection of Personal Data and Guarantee of Digital Rights (hereinafter, "LOPDGDD"), I declare that I have been informed that in any case, the CLUB West Ham United Foundation will incorporate the captured Images into files owned by it and they will be processed for the purposes indicated above in this document. Both entities will keep said Images for the time necessary to carry out the activities. Both guarantee that the necessary technical and organizational measures have been adopted to ensure the correct treatment of the Images captured within the framework of the Action.

Likewise, I declare that I have been informed that, at any time, I can exercise the right of access, rectification, cancellation, opposition, limitation and, where appropriate, portability of my personal data provided here, by writing to the Organization at the address (11 Portland Street M1 3 UH, UK), indicating the reference "Data Protection" and the initiative in which the image was captured.

In the case of cancellation, you can exercise the aforementioned rights during your online registration. Once informed, I give my consent.

# 23. Parents' Visits

To prevent any interference with the proper operation of the programmes and to encourage team spirit and personal development of participants, it is STRICTLY FORBIDDEN for parents or relatives of the participants to visit any of the training and academic facilities during the weekly programme.

#### 24. Refunds

All refunds will be made to the original fee payer only via the same method that original payment was made. All refunds will be made within 90 days of cancellation.

# 25. Program information

Programs are run with various start days and in sessions of 2 weeks and 1 week. They are scheduled in the morning with the sport activities and in the afternoon with English classes or additional training depending on the product chosen. Choices International reserves the right to change the timetable structure for any Program. Choices International reserves the right to use alternative premises of a similar standard for Programs or to offer alternative activities. Choices International will endeavour to fulfil your special requests but these cannot be guaranteed.

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