



## International Academy Australia

# Liverpool FC International Academy General Terms and Conditions

The purpose of this document is to set out the terms and conditions applicable to registration in our programs.

In this document we refer to other policies documents available on our website including our Code of Conduct. Breaches of the Terms and Conditions or Code of Conduct provision may result in your place in Liverpool FC Australia being withdrawn.

### Terms and Conditions

#### 1. References

- a. References in this policy to 'Liverpool FC International Academy Australia', 'LFCIA', 'we', 'us', 'they', 'our' or 'them' means ACPE Football Academy Pty Ltd (ABN: 73 647 696 446) trading as Liverpool FC International Academy NSW and Liverpool FC International Academy Australia.
- b. References to 'programs' mean any program, clinic, camp, training session(s), event, course delivered by Liverpool FC International Academy NSW or Liverpool FC International Academy Australia.
- c. References to parent(s) means the parent(s) or legal guardian(s) of the child or children registered for our programs, registering interest in our programs or visiting our website.
- d. References to the 'player', 'child' or 'participant' mean the child or children who has been registered and is participating in our programs.
- e. References to 'staff' means any coaches, support staff, contractors or agents involved in the management, administration or delivery of our programs or the along with collecting and/or dealing with personal information acquired in the operation of our programs.
- f. References to approved third parties means any institution with which we have entered into a partnership agreement such partner schools where we deliver program. Our Australian partners the Australian College of Physical Education (ACPE) and its subsidiaries and Liverpool Football Club and its subsidiaries are also included in this definition.

#### 2. The Program

- a. We deliver a range of football (soccer) player and coach development programs utilising authentic Liverpool Football Club developmental methodology, philosophy and practices.



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- b. The specific terms of each program including type of program, venue, duration, days, times, cost (if applicable) and any other specific details will be advertised on our website where players can register.
  - c. All training sessions are subject to change and may be affected by inclement weather, programming and a minimum number of participants. Refer to the Extreme Weather Policy for further details.
  - d. We reserve the right to change the details of the programs we offer including location, dates, starting times or finishing times at any point in time.
  - e. Parents registering players in our programs agree to be bound by these terms and conditions and associated policies which are displayed on our website including but not limited to our Code of Conduct and Parent Responsibilities policies. All applicable policies can be viewed on our website [here](#).
  - f. LFCIA in its absolute discretion reserves the right to not accept a player or coach into our programs or withdraw or cancel a registration if a player or coach has not complied with these terms and conditions or breached our policies.
- 3. Payment of registration fees**
- a. A liability for the full registration fee is created from the date that the player/parent agreement is executed.
  - b. Payment of the registration fee is required on the date nominated and may be made either in full or via an approved automated payment plan.
  - c. If an automated payment plan is approved, payments must be made strictly in accordance with the terms of that agreement otherwise the full remaining amount owed will become immediately due and payable.
  - d. The price quoted for our programs is inclusive of GST.
- 4. Confirmation of registration**
- a. A confirmation email will be sent to you after payment.
  - b. If you have not received a confirmation email within 2 days of payment, please contact [admin@LFCacademy.com.au](mailto:admin@LFCacademy.com.au)
- 5. Active Kids Vouchers**
- a. For registrations in NSW we are registered as an Active Kids provider for programs which comply with the scheme parameters as set by the NSW Government
  - b. You may elect to apply an Active Kids voucher to registration fees for eligible programs and pay a discounted rate for registration. If the program, you are registering for is eligible for the Active Kids scheme it will be indicated on the registration page.
  - c. In electing to apply an Active Kids voucher to your registration you undertake that the voucher number is correct and valid for use under the scheme. If the voucher number provided is not valid or we find that you are not eligible under the scheme



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we reserve the right to invoice you for the amount of the Active Kids discount applied at registration.

- d. As per the rules for the Active Kids program set by the NSW Government, Active Kids vouchers can only be used for membership and/or participation fees for the Eligible Child named on the Voucher prior to the expiry date.
- e. Active Kids Vouchers cannot be refunded back to you, reimbursed as cash, transferred to another child or used for an LFCIA program that does not Active Kids Program rules.

### **6. Cancellation and Refunds**

- a. Before a program commences
  - i. Refunds may be considered if a written request is received 48 hours prior to commencement of the program.
  - ii. There is no obligation on us to approve a refund.
  - iii. If a refund is approved the amount refunded will be the amount paid less the cost of player kit provided (if applicable) and an administration fee of \$50 plus any bank transaction fees.
  - iv. Active Kids vouchers cannot be included in any refund.
- b. After a program commences
  - i. If you wish to cancel your registration
    - 1. If a player commences the program and then wishes to cancel registration a pro rata credit may be offered in alternative or subsequent LFCIA programs.
    - 2. Refunds are only considered in exceptional circumstances or where a credit for another alternative or subsequent program is not available.
    - 3. Refunds are not provided where a player is unable to attend a training session or program for any reason.
    - 4. Where a player is unable to complete training for an extended period (2 or more sessions) due to illness or injury a credit for those sessions may be considered subject to satisfactory evidence (i.e. a medical certificate).
    - 5. If a refund is approved the amount refunded will be the amount paid less the cost of player kit provided (if applicable) and less an administration fee of \$50 plus any bank transaction fees.
    - 6. Active Kids vouchers cannot be included in any refund.
  - ii. If we need to cancel a session(s) or program or a players registration is cancelled by us.
    - 1. Refunds are not provided where we cancel individual training sessions for extreme weather.



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2. If 2 or more sessions in a term program are lost due to wet weather or extreme heat, we may offer credits for sessions lost in alternative or subsequent programs.
3. For Holiday clinics if a clinic is cancelled in full or part, a credit for another alternative or subsequent program or a refund may be offered at our discretion.
4. If refunds are offered the amount refunded will be calculated based on the amount paid, on a pro rata basis for the time lost, less the cost of player kit provided (if applicable) and less an administration fee of \$50 plus any bank transaction fees.
5. We reserve the right to cancel a registration for:
  - a. a breach of our player code of conduct or
  - b. a breach of our parent responsibility policy or
  - c. non-compliance with our terms and conditions
  - d. no payment of registration fees
6. Where a registration is called by us no refund or credit will apply.

### **7. Privacy**

- a. The personal information and player data collected by us is primarily for the purpose of organising and delivering our programs but also may be used for marketing purposes by ACPE and its associated businesses. Your personal information will be managed in accordance with the Liverpool FC Australia and ACPE privacy policies which comply with relevant privacy laws.
- b. Your personal information may be disclosed to the Liverpool Football Club for the purpose of sending you club information and special offers. Liverpool Football Club will manage your personal information in accordance with the Liverpool Football Club Privacy Terms and Conditions which can be found at [www.liverpoolfc.com](http://www.liverpoolfc.com).
- c. During participation in the program, you may be photographed or videoed by us or approved third parties. By participating in the program, you consent to the use of those video or photographic images on the websites or social media sites of Liverpool FC Australia or approved third parties including partner schools, Liverpool FC or ACPE or in other marketing material, including but not limited to flyers, newsletters, videos and brochures.
- d. You agree to be contacted by Liverpool FC Australia in relation to future events and clinics and ACPE in relation to future education opportunities.

### **8. Health and Safety**

- a. You will be asked to provide information in relation to any health issues or medical conditions relating to the participant. We require this information to ensure we can make reasonable adjustments to accommodate the participant if required and to avoid any unnecessary risks due to underlying health issues. We may require



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additional information depending on the medical information supplied to us by you. Please contact us if you have any concerns in relation to this issue.

- b. In the event that the participant needs medical attention during any clinic or event then, subject to any written notice (which notice we must have received prior to the commencement of the relevant course) from a parent or guardian to the contrary, you agree to us arranging for any appropriate and necessary treatment.

### 9. Liability of Injury & Disclaimer

- a. The participant and their parent/guardian agree that by submitting their registration they:
  - i. have voluntarily chosen to participate in the program.
  - ii. understand the program may involve physical activity of a strenuous nature and accept that there are inherent risks in all aspects of physical activity including injury and death.
  - iii. Have read and accepted our policy on [Health Safety and Risk](#)
  - iv. Authorise us to administer first aid or call an ambulance in the event of illness or injury due to participation in our programs.
  - v. Understand that we do not have in place any personal accident insurance policy that would provide the participant with any compensation or benefits in the event of any participant being injured.
  - vi. Understand that it is a condition of registration that it is the responsibility of all participants have their own private insurance cover and/or ambulance cover as any injury or incident requiring medical assistance will result in additional expense to the participant or the parent/guardian. Any costs involved are the responsibility of the participant or the parent/guardian.
- b. to the full extent permitted by law, you and the participant release and discharge Liverpool FC Australia, ACPE, the Liverpool Football Club, authorised third parties and their employees, agents and representatives from any and all liability for loss, claims, demand, damage, injury or expense, that the participant or you suffer or may suffer as a result of participation in the program, due to any cause whatsoever, including negligence.