

# **CPS Football Academy**

This document outlines the Terms and Conditions set by CPS Football Academy.

### Please read all the contents in this document carefully:

CPS Football Academy Limited is dedicated to the safety and well-being of all participants, coaches, and parents/guardians involved in our weekly sessions. Please read and understand your responsibilities alongside our commitments:

### Session Schedule and Access:

- Bolton Arena: Sessions are held on Wednesdays from 5:30 PM to 6:30 PM and Fridays from 5:00 PM to 7:00 PM.
- Hacken Lane: Sessions take place on Thursdays from 6:00 PM to 7:00 PM during summer and from 7:00 PM to 8:00 PM during winter.
- Early Drop-off: Early drop-off access is available 30 minutes before the start of each session at all locations.
- Safety Measures: Maintaining safety is our top priority. We conduct a
  preliminary assessment of the training pitch before each session. However,
  ongoing maintenance and hazard management are the responsibilities of the
  respective facility management. CPS will not be held responsible for incidents
  arising from facility-related hazards.
- Nature of Football: Football is a contact sport, which inherently includes a
  risk of injury. By agreeing to these terms and conditions, you acknowledge the
  risks associated with participation and understand that CPS does not take
  responsibility for injuries sustained during the sessions.
- Non-Contact Injuries: Injuries can also occur in non-contact scenarios. By agreeing to these terms, you recognize that non-contact injuries are possible, and CPS does not take responsibility for any injuries sustained during the sessions.



- Anti-Discrimination Policy: We champion equality and do not tolerate discrimination in any form. We reserve the right to refuse entry to any individual found guilty of discriminatory behavior. Individuals dismissed for such reasons will not be eligible for a refund (refer to CPS Refund Policy for details).
- Responsibility for Injury Prevention: Parents or guardians must ensure that all participants come to each session with appropriate clothing and protective gear. Players are expected to adhere to safe practices during all activities.
- **Health Disclosure:** You must provide all relevant medical information for the participants you register. Failure to disclose crucial health information that results in harm could lead to forfeiture of the right to sue.
- Agreement to Terms: By selecting the Terms and Conditions box on our website during registration, you confirm that you have read, understood, and agreed to all the terms outlined above.

### **Private Policy**

This Privacy Policy governs the manner in which CPS Football Academy Limited collects, uses, maintains, and discloses information collected from users (each, a "User") of the www.cpsfootballacademy.co.uk website ("Site"). This privacy policy applies solely to information collected through our Site and not to information collected offline.

Please read this privacy policy carefully to understand CPS Football Academy Limited's practices regarding your personal data and how it will be treated.

### 1. Definitions and Interpretation

Data: Includes all information submitted to CPS Football Academy Limited via the Site, incorporating definitions from the Data Protection Laws.

Data Protection Laws: Any law relating to the processing of personal Data, including the GDPR and any UK national laws.



GDPR: General Data Protection Regulation (EU) 2016/679.

User or You: Any third party that accesses the Site not employed by or engaged with CPS Football Academy Limited.

### 2. Scope of this Privacy Policy

This policy applies only to the actions of CPS Football Academy Limited and Users with respect to this Site.

It does not extend to any websites accessible from this Site including social media platforms.

### 3. Data Collection

Data You Provide: CPS Football Academy Limited collects Data when you interact with our Site, register an account, make payments, or communicate with CPS Football Academy Limited.

Data Collected Automatically: Includes details of your visits to our Site such as traffic data and other communication data.

### 4. Use of Data

Data collected is used for internal record keeping, improvement of our products/services, and if agreed, to send you marketing communications.

CPS Football Academy Limited's lawful basis for processing your Data includes providing services at your request, fulfilling our contractual obligations, and pursuing our legitimate interests.

### 5. Data Security

CPS Football Academy Limited employs security measures to protect your Data, such as using secure servers and ensuring data is encrypted where necessary.

You are responsible for keeping your account details confidential.

### 6. Data Retention

CPS Football Academy Limited retains your Data only for as long as necessary to fulfill the purposes CPS Football Academy Limited collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

### 7. Your Rights



You have rights under data protection laws in relation to your personal data, such as the right to access, correct, or delete your personal data.

You can exercise your rights by contacting CPS Football Academy Limited at cpsfootballacademy@gmail.com.

#### 8. Links to Other Websites

CPS Football Academy Limited's Site may contain links to other websites not governed by this privacy policy. CPS Football Academy Limited is not responsible for the privacy policies or practices of such other websites.

### 9. Changes to This Privacy Policy

CPS Football Academy Limited may update this privacy policy by posting a new version on our Site. Check this page occasionally to ensure you are happy with any changes.

This policy is effective as of 19/04/2024.

### 10. Contact Us

If you have any questions about this Privacy Policy, please contact CPS Football Academy Limited at <a href="mailto:info@cpsfootballacademy.co.uk">info@cpsfootballacademy.co.uk</a>

### **Refund Policy**

CPS Football Academy Limited is committed to providing high-quality football training sessions. Recognizing that plans can change, we have established the following refund policy to clarify the conditions under which refunds are processed.

### **Cancellation by CPS Football Academy Limited:**

- Non-refundable Circumstances: If CPS Football Academy Limited must cancel sessions due to external circumstances beyond our control, including but not limited to severe weather, facility issues, or public safety concerns, no cash refunds will be issued.
- Credit: Instead of a cash refund, CPS Football Academy Limited will provide a credit equivalent to the full payment made. This credit is applicable solely towards future weekly sessions or other training programs conducted by CPS Football Academy Limited.

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### **Cancellation by Participants:**

- **Prepaid Sessions:** Parents must pay for the weekly sessions at the start of the month, before their first session in the month.
- Credit for Missed Sessions: We will issue a credit for any sessions that a
  participant cannot attend, provided we are notified 24 hours before the
  session they wish to cancel. This credit will be applied to the following month's
  sessions.
- No Cash Refunds: We do not offer cash refunds. Any adjustments to session attendance will be handled through credits for future sessions.
- **Sign-On Fee:** When a parent signs on, they will pay a sign-on fee which includes the player's kit. This fee is non-refundable once the kit has been distributed. If a cancellation occurs before the kit is distributed, a full refund of the sign-on fee will be provided in cash.

### **General Terms:**

- Notification: Participants are required to notify CPS Football Academy
  Limited via any form of written communication (email or text) at least 24 hours
  before the session they wish to cancel to be eligible for credit.
- **Scope of Policy:** This policy applies to any scenario in which CPS Football Academy Limited must cancel sessions or where participants opt to cancel their scheduled attendance.
- **Financial Commitments:** As significant financial commitments are made in advance to prepare for the sessions, this policy ensures that CPS Football Academy Limited can sustain the quality and delivery of its programs despite potential disruptions.

Affected parties will be notified promptly in the event of a cancellation, with explanations provided regarding the specific circumstances and options available.

### **Media Policy**

### **Definition:**

For the purposes of this document, 'Media' refers to photos and videos captured during our weekly sessions.

### Media Capture and Usage:

Please note that during our weekly sessions, CPS Football Academy Limited will capture Media of players engaged in training activities exclusively on the pitch. We assure all participants that no Media will be captured inside changing facilities, adhering strictly to our safeguarding policies.



CPS Football Academy Limited will utilize the Media collected for the following purposes:

- Display on our social media pages.
- Inclusion on our website.
- Use in our marketing materials.

### **Storage and Privacy:**

All Media will be stored securely, following the protocols outlined in our Privacy Policy. Media will be used solely by CPS Football Academy Limited and will not be shared with any third parties without explicit permission from the parents/guardians of the children featured in the specific Media.

#### Media Team:

Occasionally, CPS Football Academy Limited may engage a professional media team to capture Media during our sessions. All Media collected by this third party will be forwarded to us, and their Privacy Policy will be made available to you upon request.

### **Media Participation:**

Due to the nature of the activities and the number of participants, it is impractical to exclude any individual child from Media capture during group activities. Please understand that it is not feasible to guarantee that any child will be absent from the Media collected, as photos and videos often capture multiple participants simultaneously.

## **Safeguarding Policy**

### Introduction:

At CPS Football Academy Limited, the safety and security of our players, particularly the children and young people who participate in our activities, are paramount. We are committed to providing a safe, friendly, and enjoyable environment for all.

### **Purpose of the Safeguarding Policy:**



Protection: To protect all children and young people who receive CPS Football Academy Limited's services, including children of adults who use our services.

Guidance: To provide staff, volunteers, and the families of participants with clear principles that guide our approach to child protection.

### Scope:

This policy applies to all individuals working on behalf of CPS Football Academy Limited, including owners, directors, paid staff, volunteers, and guests.

### Legal Framework:

Our policy is based on the latest legislation, policy, and guidance designed to protect children in England. A summary of the key legislation can be accessed at NSPCC Learning.

#### **Our Commitments:**

CPS Football Academy Limited believes that no child or young person should experience abuse of any kind.

We recognize the paramount importance of the welfare of children and are dedicated to protecting them.

### **Rights and Recognition:**

We acknowledge that all children have an equal right to protection from abuse, regardless of age, disability, gender reassignment, race, religion or belief, sex, or sexual orientation.

Some children have increased vulnerability due to previous experiences, dependency, communication needs, or other factors.

### Partnerships:

We commit to working in partnership with children, their families, carers, and other agencies to promote young people's welfare.

### **Protective Actions:**

- Listening and Respecting: Valuing, listening to, and respecting the voices and needs of young people.
- Leadership in Protection: Appointing a nominated child protection lead.



- Best Practices: Adopting best practices in child protection and safeguarding across our policies and conduct.
- Online Safety: Developing and implementing robust online safety policies and procedures.
- Staff Management: Providing effective management through supervision, support, and training, ensuring all team members are competent in safeguarding practices.
- Safe Recruitment: Ensuring the safe recruitment and selection of staff and volunteers with appropriate checks.
- Data Security: Recording, storing, and using information securely in accordance with data protection laws.
- Reporting Concerns: Facilitating easy access to help for anyone with concerns, using clear procedures to manage any allegations against staff and volunteers effectively.
- Anti-bullying: Creating and maintaining an environment free from bullying, with clear policies to manage any incidents.
- Complaints and Whistleblowing: Establishing effective complaint and whistleblowing mechanisms.
- Physical Safety: Ensuring a safe physical environment for all participants and staff, compliant with health and safety laws.
- Cultural Safety: Building a culture of safety and respect, where concerns can be openly discussed and addressed.

### Conclusion:

CPS Football Academy Limited is dedicated to maintaining high standards of protection and safety for all participants. This policy underpins our commitment to safeguarding the welfare of children and young people involved in our activities.

By engaging with CPS Football Academy Limited, staff, volunteers, and the families of our participants agree to uphold the principles and practices set out in this policy.

By ticking the Terms and Conditions box on the CPS Football Academy Limited website, parents or guardians acknowledge and agree to the comprehensive terms set out for participating in our academy. This includes adherence to our refund and cancellation policies, acceptance of our media policy during weekly sessions, and commitment to the safeguarding practices outlined in our policies. It is crucial that parents read these terms carefully to ensure a clear understanding of the provisions and expectations that ensure a safe, enjoyable, and productive environment for all participants.

Andrew Bargh - CEO CPS Football Academy 19/04/2024



