



General Terms and Conditions for performing, participating and being represented in the entire field of football, both nationally and internationally

Football Heroes VoF



Part A

These are the General Terms and Conditions of Football Heroes VoF, which are used for the performance of its services as a football academy, clinic and player mediator.

Part B

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Article 1. Definitions

In these General Terms and Conditions, the terms below have the following meanings:

1. **Football Heroes Academy**: the company Football Heroes VoF, established in the Netherlands, which provides football training on the basis of an agreement with the Participants who have signed up, hereinafter referred to as “Academy”;
2. **Participant(s)**: any natural person who has entered into an agreement with Football Heroes VoF in order to obtain football training under the direction and supervision of Football Heroes VoF;
3. **Clinic**: the company Football Heroes VoF, established in the Netherlands, which on the basis of an agreement provides a clinic on location to the Client with the number of Participants who have registered in advance. These also include birthdays;
4. **Player mediator**: the player mediator registered with the KNVB (*Royal Dutch Football Association*) who guides players for and under the direction of Football Heroes VoF in the broadest sense of the word, from negotiations up to and including the conclusion of agreements and additional matters.
5. **Client**: any natural person or legal entity entering into an agreement with Football Heroes VoF to provide football training and clinics at the agreed location;
6. **Agreement**: the agreement between Football Heroes VoF and a Client to perform football activities for and under the direction and supervision of Football Heroes VoF;
7. **Player representation**: every player who is represented by Football Heroes VoF and for whom Football Heroes VoF will act as player mediator;

8. **Fee:** the fee owed by the Client to Football Heroes VoF, excluding surcharges, expense allowances and VAT. The fee is agreed in advance unless stated otherwise and is in Euros;

9. Wherever in these General Terms and Conditions reference is made to player(s), this means: male and female players and where reference is made to he/him/his, this means she/her.

Article 2. Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to every offer made by Football Heroes VoF and every agreement between Football Heroes VoF and a Client and/or Participant to which Football Heroes VoF has declared these General Terms and Conditions applicable, as well as to the resulting deliveries and services of any nature whatsoever between Football Heroes VoF and a Client and/or Participant, unless the Parties have expressly deviated from these General Terms and Conditions in writing.

2. Any reference in these General Terms and Conditions to "Participant(s)" is to be understood to mean any participating child or trainer who has registered for our football academy, clinic and/or player mediator.

In particular, "Participant(s)" is/are also understood to mean any natural or legal person (parent(s) or guardian(s)) who is in a contractual relationship with us under an agreement entered into with us, or wishes to enter into another type of agreement.

The Participant, Client, Player Representative with whom once an agreement has been concluded under these General Terms and Conditions, is deemed to tacitly agree to the applicability of any agreement to be concluded with Football Heroes VoF at a later date.

3. Football Heroes VoF is not bound by the general terms and conditions of others and expressly rejects them.

4. If any provision of these General Terms and Conditions is null and void or is declared to be null and void, the other provisions of these General Terms and Conditions will remain in full force. The Parties will consult with each other in order to agree new provisions to replace the provisions that are null and void or declared to be null and void.

Article 3. Application and Registration

1. You can only register for the Football Heroes Academy digitally, via the website of Football Heroes VoF at www.footballheroes.nl. It is also possible to register digitally for the Clinic or the player mediator via the website www.footballheroes.nl. The Client can request a quote for the Clinic. If the Client returns the quote signed within the set term, this method of acceptance will be used to proceed with the Agreement.

2. Digital registration via the aforementioned Football Heroes VoF website confirms the sender's participation in the relevant activity at the chosen location.

3. The Football Heroes Academy is for various age groups and is listed on its website. You can register per month and participate in the chosen activity at the chosen location.

4. Registrations are made in the order in which they are received. When the number of available places is full, the registrations will be put on the waiting list afterwards. Football Heroes VoF reserves

the right to make changes. If fees are not paid (on time), the next person on the waiting list will automatically be placed as a Participant.

5. The Football Heroes Academy will run fairly parallel to the regular football season. You can sign up for a quarter, period of three (3) months. Cancellation is possible one month before the end of the current quarter. If you do not give notice, you will automatically participate in the next quarter. Cancellation in between is not possible.

6. You can register for a Clinic digitally and/or by means of an offer. As soon as the offer has been approved, it is binding, and the Clinic can be cancelled free of charge no later than 30 days in advance. After this period, Football Heroes VoF is entitled to charge the full amount.

7. When a certain location is full, you can switch to another location on the basis of availability.

8. Football Heroes VoF reserves the right to postpone or cancel its Academy if the number of Participants is too low and is not liable for any damage and/or inconvenience. Participants who have signed up will be notified by email.

9. Football Heroes VoF reserves the right to change the training times and will communicate this to the Participants by e-mail.

10. Participants are free to sign up at other locations.

11. Participants of the Academy and Clinic will be provided with a complete uniform of Football Heroes VoF, which must be worn during the Academy and/or Clinic. The uniform will be charged once during registration.

12. Registration for representation of a (professional) player can be done via the website of Football Heroes VoF or by e-mail to info@footballheroes.nl. The Parties enter into an agreement that has been approved by the KNVB (*Royal Dutch Football Association*). The Parties declare that they have the exclusive right to represent and to be represented. The agreement includes the percentage for which Football Heroes VoF will represent the relevant player/party.

Article 4. Terms of payment

1. Only direct payments to Football Heroes VoF have a liberating effect for the Participant/Client.

2. For Participants in the Academy, payments must have been made in advance to Football Heroes VoF. Without a received payment, Football Heroes VoF is entitled to exclude the Participant from its Academy.

3. The Participant of the Academy can pay the amount due quarterly or once a year. The Parties agree that no refunds will be made.

4. Payments for the Clinic by the Client, provided by Football Heroes VoF, have been transferred to the Clinic no later than 14 days before the Clinic. Without a payment, the Clinic will not be carried out.

5. All costs, both judicially and extrajudicially, including the costs of legal assistance that Football Heroes VoF has to incur as a result of the Participant's and/or Client's failure to comply with the payment obligations are for the Client's account. The extrajudicial collection costs to be incurred by

Football Heroes VoF will be set at a minimum of 15% of the gross invoice amount, with a minimum of EUR 500.00 excluding VAT.

6. Football Heroes VoF sends its invoices digitally with an increase of 9% VAT for the Academy and Clinics.

Article 5. Deregistration

1. After submitting the registration form via the website of Football Heroes VoF, the registration at the Academy and/or Clinic is final. Refund of the registration fee is no longer possible.

2. If the Participant cannot attend the relevant day of the Academy or Clinic due to illness or other absence, the Participant or parent(s)/guardian(s) will deregister from Football Heroes VoF by sending an e-mail to info@footballheroes.nl. The missed day cannot be caught up on.

3. Football Heroes VoF will always allow the days of the Academy and/or Clinics to continue. In case that, due to circumstances, these are cancelled, Football Heroes VoF will make every effort to schedule another day. This will be communicated by e-mail.

4. In case of cancellation during the quarter, the current quarter will be completed. Other interim cancellations are not possible and there is no refund.

Article 6. Dissolution and Security

1. If a Party fails to fulfil their obligations under the agreement, the other Party will be entitled to dissolve the agreement extrajudicially by means of a registered letter. The dissolution will only take place after the Party in default has been notified in writing of the notice of default and has been given a reasonable term to remedy the serious shortcoming.

2. Furthermore, the Party is entitled, without any reminder or notice of default being required, to dissolve the agreement in whole or in part by means of a registered letter with immediate effect if:

- a. the other Party applies for (provisional) suspension of payment or is granted (provisional) suspension of payment;
- b. the other Party applies for their own bankruptcy or is declared bankrupt;
- c. the other Party's company is liquidated;
- d. the other Party discontinues their current business;
- e. a substantial part of the assets of the other Party is seized through no fault of one Party, or if the other Party should otherwise no longer be able to fulfil the obligations arising from the agreement.

If Football Heroes VoF invokes dissolution on one of these grounds, this will include the Client's request to terminate the availability. This does not give rise to any liability on the part of Football Heroes VoF for damage suffered by the Client as a result.

3. If, at the time of dissolution, the Client had already received performance to carry out the Agreement, they may only partially dissolve the Agreement, i.e. only for that part which has not yet been carried out by or on behalf of Football Heroes VoF.

4. Amounts that Football Heroes VoF has invoiced to the Client prior to the dissolution in connection with what has already been performed under the Agreement will remain payable by the Client in full and will become immediately due and payable at the time of dissolution.

5. If the Client, after having been given notice of default in this respect, fails to fulfil any obligation arising from the Agreement, or fails to do so in full or on time, Football Heroes VoF will be entitled to suspend its obligations to the Client without being obliged to pay any compensation to the Client, or the Client will provide Football Heroes VoF with financial security by means of an advance payment or (bank) guarantee. The amount of the advance payment or (bank) guarantee is in proportion to the Client's obligations under the Agreement.

6. If, in the opinion of Football Heroes VoF, there are reasonable doubts about the Client's financial position, the Client will provide Football Heroes VoF with the financial security referred to in paragraph 5 at the latter's request.

Article 7. Behaviour, Norms and Values

1. At Football Heroes VoF, respect, norms and values are paramount.

2. Football Heroes VoF is a guest at the venues and the Participants must behave accordingly.

3. Each Participant takes part in the Academy and/or Clinic of Football Heroes VoF without obligation and on their own initiative.

4. Each Participant has to be present on time. In case of late attendance, Football Heroes VoF may refuse the Participant in question. If the participant is repeatedly late, Football Heroes VoF may decide to dissolve the agreement with the Participant, following a discussion with the Participant and/or parent(s)/guardian(s). There will be no refund of the amount paid.

5. All Participants are obliged to wear the Football Heroes uniform. Football Heroes VoF will provide this to the Participant in good time. Without the Football Heroes uniform, participation is excluded.

6. All Participants are obliged to wear football boots and shin protectors. Without these, Football Heroes VoF is entitled to refuse the Participant.

7. All Participants show enthusiastic behaviour and the will to "learn". In case of misconduct, the Participant will be addressed directly by Football Heroes VoF, as well as the parent(s)/guardian(s). In the event of repeated misconduct, the Participant may be excluded from further participation by Football Heroes. There will be no refund of the amount paid.

Article 8. Liability

1. Subject to provisions of mandatory law and with due observance of general standards of reasonableness and fairness, Football Heroes VoF is not obliged to pay any compensation for damage of any nature whatsoever, direct or indirect, to the Participant or to items or persons at or from the Client or a third party, which damage is caused as a result of:

- a. loss, theft and material damage
- b. injuries
- c. acts or omissions of the Participant, the Client or a third party.

This does not affect Football Heroes VoF's obligation to perform to the best of its ability. If and in so far as Football Heroes VoF does not or insufficiently complies with this obligation, Football Heroes VoF is obliged to compensate the ensuing direct loss or damage suffered by the Client, provided that the Client submits a written complaint to Football Heroes VoF as soon as possible, but no later than five working days after the loss or damage arises or becomes known and demonstrates that the loss or damage is the direct result of an attributable shortcoming on the part of Football Heroes VoF.

2. Any liability on the part of Football Heroes VoF for any direct loss or damage will in any event be limited to 40% of the assignment fee per event and to a maximum of the amount of the assignment fee. Football Heroes VoF will never be liable for indirect damage, including consequential damage.

3. The Client is obliged to take out adequate and comprehensive liability insurance for all direct and indirect losses as referred to in paragraph 1 of this Article.

4. The limitations of liability included in paragraphs 1 and 2 of this Article will lapse in the event of intent or gross negligence on the part of Football Heroes VoF and/or its executive staff.

5. Football Heroes VoF is at all times entitled, if and in so far as possible, to remedy any damage suffered by the Client. This also includes the right of Football Heroes VoF to take measures to prevent or limit any damage.

Article 9. Force Majeure

1. In the event of force majeure on the part of Football Heroes VoF, its obligations pursuant to the Agreement will be suspended for as long as the situation of force majeure persists. Force majeure is understood to mean any circumstance arising against and independent of the will of Football Heroes VoF that permanently or temporarily impedes the performance of the Agreement and that cannot be regarded as being at the risk of Football Heroes VoF by law or by standards of reasonableness and fairness.

2. Football Heroes VoF will notify the Participant and/or Client of any force majeure situation as referred to in the previous paragraph.

3. As long as the situation of force majeure continues, the obligations of Football Heroes VoF will be suspended. This suspension does not apply to obligations to which the force majeure does not apply.

4. If the situation of force majeure has lasted one month, or as soon as it is established that the situation of force majeure will last longer than one month, each of the Parties will be entitled to terminate the Agreement prematurely without observing any notice period. After such termination,

the Client is obliged to pay Football Heroes VoF the compensation they owe for the period prior to the situation of force majeure.

5. During the situation of force majeure, Football Heroes VoF is not obliged to pay compensation for any loss or damage suffered by or at the Client, nor is Football Heroes VoF obliged to do so after the termination of the Agreement.

Article 10. Technical Staff

1. Football Heroes VoF has skilled, technical staff. The founders are ex (professional) football players that have followed various football training programmes.
2. The classification of the trainers is done by Football Heroes VoF. There is no fixed classification, and no objections can be made to the classification.
3. Football Heroes VoF is free to expand its technical staff with trainers who have acquired knowledge and skills.
4. By continuing to innovate and develop, Football Heroes VoF will continue to train itself in the field of football in the broadest sense of the word.

Article 11. Media

1. Football Heroes VoF uses various media channels. It posts photos, videos and messages about its services.
2. Football Heroes VoF reserves the right to place visual material and the like for its own use on their various media channels. These include its website, social media channels and printed advertising including flyers and the like.
3. Participants, parent(s) and/or caretaker(s) have no objection to the making and placing of the items referred to in paragraphs 1 and 2.
4. If there is an objection, you need to make this known to Football Heroes VoF by e-mail. This can be sent to info@footballheroes.nl with the subject "Objection to the placement of media".

Article 12. Disputes

1. Complaints must be made within 5 days by e-mail to info@footballheroes.nl with the subject "Complaint".
2. This Agreement is exclusively governed by Dutch law.
3. With respect to disputes between Parties relating to the agreement, the Dutch Court will have exclusive jurisdiction.
4. In so far as the adjudication of such disputes falls within the competence of a District Court, they will be adjudicated exclusively by the District Court of Alkmaar where Football Heroes VoF has its registered office.