



## AGREEMENT NO. /KAT

concluded in Gdansk Pomorska, on -----, between

‘Gibney Consulting’ with the seat at Ul. Swierkowa 5, Cieplewo, 83-031 Gdansk,  
Pomorska,  
NIP (tax Id No.): 5832759614,  
Under license with Feyenoord of Rotterdam

represented by:

*Thomas Gibney* – President of the Management Board,  
hereinafter referred to as “Supplier” (Feyenoord Football Schools Poland)

and

a child’s parent/guardian (child’s name and surname):  
hereinafter referred to as “Attendee”.

The Attendee’s data (the child’s parent/guardian):

Name and surname:

Residence address:

PESEL or ID card series and number:

E-mail address:

Phone number:

## TERMS AND CONDITIONS

### §1

1. The subject of the Agreement is conducting football activities in the Feyenoord Football Schools Poland in compliance with the football technical skills development programme, adjusted to the 6-18 age groups and based on the ‘*Feyenoord of Rotterdam Philosophy and Method*’.
2. Gibney Consulting with its registered seat in Gdansk is the License holder and Organizer of the Feyenoord Football Schools Poland.
3. The football activities will be delivered in compliance with a dedicated player performance and education programme.
4. The Agreement regulates the player’s rights and obligations, the players’ parents’/guardians’ rights and obligations, as well as the payment conditions connected with the participation in the ‘*Feyenoord Football Schools Poland*’ sports activities.
5. The Supplier has a full and exclusive right to the license to coach children and youth in the scope of football in ‘*Feyenoord of Rotterdam Philosophy and Method*’ within the territory of the Republic of Poland.

### §2





1. The Participant's parents/guardians are responsible for the Participant's individual insurance as well as his/her safety on the way to and after the activities.
2. The Participant's parent/guardian hereby confirms that the child is healthy and there are no contraindications to his/her participation in sports activities held and organized by the Supplier.
3. The Participant's parent/guardian hereby agrees to the processing of the personal data provided in this Agreement and the Questionnaire constituting Enclosure number 1, for current administrative needs of Feyenoord Football Schools Poland and Gibney Consulting (in compliance with the Personal Data Protection Act of 25.05.2018 RODO). Each parent/guardian has a right to inspect and correct the provided data.
4. The Participant's parent/guardian hereby agrees to the use of the Participant's image (in a photo/audio/video form) for the needs of the Suppliers' current and future activities, including advertising, promotion and marketing activities.

### §3

- I. The payment for the football activities depends on the choice of a Packet: If an attendee requests an invoice, one invoice for the total amount paid for the chosen training programme period will be issued at the end of the period of the training programme chosen, or if full amount is paid in advance.

No. of Trainings per week	Monthly Payment	Period of Training Programme (months)
1. (Beginners)	100-150 Pln	3, 6, 10
2. (Intermediate)	125-150Pln	6, 10
3. (Advance)	180Pln	10
4. (Club Level)	180-230Pln	10

Competence Level of Attendee	No. Trainings Per week (1.5hrs per session)	Period of Training Programme (months)	Monthly Payment
Beginner	1	3	100
	2	6	125
	3	10	150
Intermediate	2	6	125
	3	10	150
Advanced	3	10	180
Club Level	3	10	180
	4*	10*	230*

\*Includes 1 individual training session per month.



Choice of Pack - mark [X]

2. The payment in whole will be allocated to the statutory purposes of 'Gibney Consulting' the Supplier.
3. The payment for the activities amounts to PLN ..... (..... zlotys) and is payable in advance, by 5<sup>th</sup> day of each month, in a form of a transfer to the bank account of the Supplier: BZWBK:- account number: 92 1090 2008 0000 0001 3432 7530.

The transfer description should include:

The child's name and surname/Schools location/month for which the payment is due/chosen pack –

(for example: Jan Kowalski/Gdansk/WRZESIEŃ/Beginners - (Jan Kowalski/Gdansk/September/Beginners).

4. The Attendee's parent/guardian hereby declares that he/she will pay, on the day of signing this agreement and in addition to the monthly fee, the first annual administration fee & technical fee (Welcome Pack/Renewal Package) in the amount of PLN220.00 to the abovementioned bank account of the "Supplier" (Welcome Pack includes: administration fee, player insurance, training kit (shirt + shorts + socks). The annual administration renewal fee is due on the anniversary of signing of the agreement.
5. If the Welcome Pack is not received from the Supplier within 30 day since the payment, a 10% discount will be offered as compensation.
6. If more than one member of the same direct family (brother or sister) participate in the 'Feyenoord Football Schools Poland' activities, the Supplier will give a 10% discount off the chosen package for the 2<sup>nd</sup> and or 3<sup>rd</sup> sibling. Girls fee 100Pln/monthly.
7. In case of delayed payments of Attendee's, the Supplier reserves the right to charge interest on late payments at the rate of 7% per annum.
8. The Supplier stipulates that during the term of the Agreement the payment for the football activities can change whereby the Participants will be informed a month in advance of the price change.
9. Persons late with their payments for longer than one month, without individual agreements with the Club administrator/trainer, will be automatically suspended in the participation of football activities until the situation is clarified.
10. If the Attendee is absent, the Supplier does not provide for reduction or partial refund of the payment, unless otherwise agreed in writing with the Supplier representative.



11. The child's parent/guardian is obliged to pay the whole amount due for the activities in compliance with the chosen package, notwithstanding the statutory days off in a given month, including holidays, winter holidays etc.
12. If football activities are not conducted due to reasons attributable to the Supplier, supplementary activities will be offered within a period of time agreed between Attendee and Supplier.
13. If the Participant, due to prolonged sickness, disease or an injury, cannot participate in the activities, the Participant's parent/guardian is obliged to report to the trainer the period of absence, and, in case of prolonged sickness, long-term injuries or diseases, submit an appropriate medical certificate within 14 days from the incident. The Attendee's parent/guardian is obliged to pay the monthly payment pursuant to this Agreement but an extension to the agreement will be reached between the Attendee and Supplier for the same duration of the prolonged sickness, injury or other ill health.
14. In case of the Attendee's absence lasting over 60 days and certified by a doctor, the Attendee will be exempt from the payment for the period of absence, after submitting a valid health document from the registered doctor/health practitioner proposed by the Supplier.
15. Football activities will be offered during summer holidays (July, August) and these costs will be extra to the Attendee.

#### §4

1. The Agreement was concluded for a definite period of time from ..... to .....
2. The Agreement can only be terminated by either party by giving a two (2) month notice in a written form addressed from the Attendee to the Supplier or visa versa.
3. If no written resignation from the activities is provided to the Supplier, fees will be charged in compliance with the Agreement for the duration of the training programme agreed.
4. The Contractor, during the term of the Agreement, provides for the possibility of changing the locations and terms of the football activities, which the Player's parent/ guardian will be informed before the change implementation, via e-mail or sms.
5. Any changes to this Agreement will have a written form, otherwise will be null and void.



§5

To all matters not regulated by this Agreement the Polish Civil Code Regulations shall apply.

§6

The Agreement was drawn up in two identical copies, one copy for each of the parties.

*Date and Attendees Parent's/guardian's signature.)*

*(Date and Gibney Football Schools President's signature.)*

***Attachments:***

- 1.** Enclosure 1- Player Details
- 2.** Enclosure 2- Club Rules
- 3.** Sports medical certificate (to be provided by the parent)



Attachment 1.

Attendee details for the Feyenoord Football Schools Poland football activities:

1. Participant's name and surname:-
2. Date and place of birth:-
3. Residence address:-
4. Name and address of attendees school:-
5. Mother's name and surname:-
6. Mother's e-mail address and phone number:-
7. Father's name and surname:-
8. Father's e-mail address and phone number:-
9. Kit Size table of Adidas make (*circle as appropriate*):

Shirt	116	128	140	152	164			
Shorts	XS	S	M	M/L	L			
Socks	29-31	31-33	33-35	35-37	37-39	39-41	41-45	

10. Medical conditions which the attendee suffers from:.....

(name of place, date, Attendee's parent's/guardian's signature)



## Attachment 2

### RULES OF FOOTBALL TRAINING ORGANIZATION

1. For the purposes of these rules the following meanings are assigned to the terms below:
  - The Licensor – ‘Feyenoord of Rotterdam Football Club’
  - The Supplier (or Licensee) – Gibney Consulting
  - The Football Training Organisation name – ‘Feyenoord Football Schools Poland’
  - The Attendee – a parent/a guardian of a participant authorised under the act to act on behalf of and for the benefit of the participant
  - Football Training Licensee – Gibney Consulting
  - Third persons – trainers/coaches conducting the sports activities approved by the Supplier,
2. These rules determine the principles according to which services connected with the organization of football trainings are provided by Gibney Consulting, conditions of participation in the trainings, as well as obligations of the Parties.
3. The Participants are obliged to properly represent ‘Feyenoord of Rotterdam Football Schools Poland’ in both the sports training facility as well as in everyday life.
4. The basis for service provision between the parties is the Agreement accepted by the Supplier and signed by the Attendee.
5. Each training group can consist of maximum 25 participants within the relevant age group and advancement group.
6. The Attendee participating in activities must hold a valid sports medical certificate concerning his/her health condition and confirming that there are no contradictions to football trainings or parents’/guardians’ statement.
7. Parents/guardians are requested to behave well during activities, not to enter the football pitch, sports hall floor or locker rooms.
8. The Attendee’s will be tested and verified in order to create relevant age and sports advancement groups.
9. It is totally prohibited for the Attendees to drink carbonated beverages, eat chips and sweets. The prohibition is binding directly before, during, and directly after the activities.
10. The Attendee confirms familiarizing themselves with and acceptance of the rules of Feyenoord Football Schools Poland Children Protection Policy.
11. The Supplier organizes trainings with the help of third persons, to which parents/guardians agree.
12. A random event or force majeure can lead to the cancellation of activities, about which parents/guardians will be informed, as practical as possible, not later than 5 hours before the training.
13. The child’s parent/guardian can resign from the child’s participation in the activities at any time in line with the agreement conditions. The resignation must have a written form, a sample of which is available at the trainer.
14. The Supplier can terminate the Agreement only for a god reason.
15. In spite of termination of the Agreement, the following provisions of the Agreement remain binding: §2 pt. 3 concerning processing of personal data and use of the Participant’s image.



16. Otherwise, relevant Polish law regulations shall be applied.

#### Feyenoord Football Schools Coaching Children Protection Policy.

Each child or young person playing football has a right to train in cheerful and safe environment and to be protected against any forms of abuse. All adult persons engaged in trainings and working with children are responsible for ensuring such environment.

Feyenoord Football Schools is aware of its responsibility for ensuring well-being of children and youth by protecting them against physical, sexual or emotional harm, as well as negligence or intimidation. Feyenoord Football Schools is determined to fulfil its obligations ensuring that persons who hold the sports activities for children and youth on behalf of the company meet the highest requirements in the pedagogic scope.

This document has been worked out in order to ensure that all persons holding sports activities are aware of expectations connected with the protection of children and youth staying under our care.

Children and youth participating in sports activities must be sure of quality, safety, and support of our environment as well as able to enjoy it.

To reach this goal, Feyenoord Football Schools Poland has established the following main objectives and requirements:

- 1) The requirement of getting familiar with our rules, regulations, and provisions our Children Protection Policy by all persons representing Feyenoord Football Schools Poland and of unconditional compliance with these provisions by these persons.
- 2) If it is compliant with the law regulations of the Territory covered by the franchise, all persons actively representing Feyenoord Football Schools Poland must be controlled with regard to their criminal record.
- 3) Increasing the awareness of issues connected with the protection of children and transferring skills necessary for them to ensure their own safety.
- 4) Working out and implementation of procedures of identification and reporting the cases or alleged cases of abuse as well as establishment of safe environment in which children can learn and develop themselves.

The main principles of our Policy are:

- 1) Safety and well-being of all persons under our care is and should always be our primary objective.
- 2) All children and young people have a right to be protected against mistreatment, regardless of age, sex, disability, culture, language, race, religion, belief or sexual orientation.
- 3) Any suspicion or allegation of abuse will be seriously treated and our reaction will be fast and appropriate.





4) Work with children and youth as well as their parents/guardians should be of fundamental importance.

Basically, looking after the interests of children and youth legally rests with social services; Therefore, Feyenoord Football Schools Poland undertakes to cooperate with the police as well as regional social services and local committees dealing with protection of children, within the standard procedures of such organizations.

*(name of place, date, attendee's parent's/guardian's signature)*