



PITSO MOSIMANE YOUTH FOOTBALL

"Creating the Player of Tomorrow."

Director: Moira Tlhagale
Reg No: 2019/155369/07
Address: 48 6th Street, Parkhurst, 2193
E-mail: info@pmyf.co.za
Tel No: (+27) 11 268 0300

TERMS AND CONDITIONS (TS & CS)

APPLICABLE TO REGISTRATION WITH PITSO MOSIMANE YOUTH FOOTBALL PROGRAMMES

1. APPLICABILITY OF THESE Ts & Cs

These Ts & Cs apply to Pitso Mosimane Youth Football programmes project managed by Moira Tlhagale Sports Marketing and Management (Pty) Ltd trading as MT Sports Registration number 2012/171916/07.

When registering with any Pitso Mosimane Youth Football programme in South Africa, it is very important that you read and understand these Ts & Cs.

Your registration and your child's participation in the PMYF programme is subject to these Ts & Cs and by completing the registration process and paying the registration fee, you confirm your acceptance of these Ts & Cs and that you and your child agree to be bound by them.

If you are unclear or uncertain with regard to any of these Ts & Cs or if you have any questions about them, you should email us on info@pitsomosimanesoccerschools.co.za.

You must read these Ts & Cs carefully and make sure you understand them.

2. DEFINITIONS

- a) **"MT Sports"** refers to Moira Tlhagale Sports Marketing and Management (Pty) Ltd trading as MT Sports Registration number 2012/171916/07, with its principal place of business situated at Number 48 6th Street, Parkhurst, Johannesburg;
- b) **"Player"** means the child named on the Registration Form registered to participate in PMYF;
- c) **"PMYF"** means Pitso Mosimane Youth Football and all of its programmes, such as Pitso Mosimane Soccer Schools, Pitso Mosimane Football Club and, or Pitso Mosimane Soccer Clinics.
- d) **"Registration Fee"** means the specified fee for a single Player to register for PMYF which fee is to cover PMYF registration and Player's starter pack.
- e) **"Registration Form"** means the on-line or hard copy registration form to participate in PMYF, to be completed by the Player's parent or legal guardian. The Registration Form includes the following documents which you will be requested to specifically accept and agree to:
 - i. Authorization and Consent for Medical Treatment of a Minor;
 - ii. Waiver and Indemnity; and
 - iii. Consent for the use of photographs, videography, digital recording and information in relation to a Minor.
- f) **"we", "us", "our"** refers to PMYF;
- g) **"you" or "your"** means the Player's parent or legal guardian who completes, signs and submits the registration form;
- h) **"session" or "sessions"** means any PMYF practice, match, tournament, festival, workshop, course and/or clinic.



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3. REGISTRATION

When you register for a PMYF programme you are committing to register for sessions over a specified period. We are committed to providing these sessions to you and your child over the full duration of the PMYF programme for which you have registered, which requires us to provide and commit to resources, facilities, equipment, personnel and the like, at our cost and risk.

Registrations and admission to PMYF is on a first come first served basis, as the number of Players in each age group is limited.

Registration may take place on-line at www.pitsomosimaneyouthfootball.co.za or in person at designated venues determined by PMYF.

A Registration Form must be submitted in respect of each Player together with the required supporting documentation (for example, a copy of the Player's birth certificate).

By completing the registration process you warrant that the information you have provided is true and correct. We reserve the right to cancel any Player's registration or request a Player to leave PMYF, even if the programme has already commenced and without repayment of any sums already paid, should any information on the Player's Registration Form be found to be incorrect or false.

Completion and submission of the registration form does not mean that the Player's participation in PMYF is guaranteed. PMYF may, in its sole and absolute discretion, decide not to accept the registration of a Player in instances including but not limited to where age group spaces have reached capacity, the Registration Form is submitted later than the registration closing date and/or players have an outstanding balance from a previous year.

Your registration will be taken as confirmed in respect of the Player named by you on the Registration Form only at the time when i) we are in receipt of duly completed Registration Form and supporting documents; ii) we are in receipt of the full Registration Fee; iii) we have an allocated place available in the specific age group category requested; and iv) a confirmation of registration email has been sent to you from info@pitsomosimanesoccerschools.co.za.

By registering with PMYF you are committing to the full duration of the PMYF programme for which you are registering.

Registration is not transferable between children and is non-refundable (in whole or in part).

Players who complete their registration, including the payment of the registration fee, training fee, and submission of the registration form, by the 15th of each month will gain immediate access to training. Registrations completed after the 15th of each month will result in training commencement scheduled for the following month.

4. PAYMENT OF THE REGISTRATION FEE

You shall be required to pay the full Registration Fee on registration. If registration is completed on-line, payment shall be made via the on-line payment gateway or to the PMYF designated bank account via electronic funds transfer (EFT) with the Player's name and surname as the payment reference. If paid via EFT, proof of payment is to be sent to accounts@pitsomosimanesoccerschools.co.za.

If registration is done in person, payment may be made via EFT to the designated PMYF bank account.



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PMYF designated bank account details are as follows:

Bank	First National Bank (FNB)
Account name	Pitso Mosimane Soccer Schools
Type of account	Cheque/Current
Account number	63013790951
Branch	Melrose Arch
Branch code	255355
Payment reference	Player's name and surname

Payment of the Registration Fee does not mean that the Player's registration has been successful.

Should the Player's registration not be accepted, for reasons other than false registration information, the Registration Fee shall be refunded into the bank account as advised by you, within fifteen (15) working days of the date of the closing of registration.

5. PAYMENT OF PROGRAMME FEE AND CANCELLATION

You will be required to pay a programme fee as determined by PMYF for the full duration of the PMYF programme. This would be an annual subscription fee, paid in full or in accordance to the instalment payment plan available for said programme. PMYF does not offer a pay per session or weekly service option.

The training fee will be payable in advance before the first session of the month for which payment is being made and for the full duration of PMYF training programme.

Players may pay the full training fee in advance and may be offered a discount to do so.

The training fee can be paid into the PMYF designated bank account (details above) via i) electronic funds transfer with the Player's name and surname as the payment reference or ii) credit or debit card using the speedpoint machine available at the PMYF training sessions.

If paid via EFT, proof of payment is to be sent to accounts@pitsomosimanesoccerschools.co.za.

One calendar months' notice is required for cancellation which notice must be given in writing, or via the online de-registration platform, no later than the last day of the month preceding the notice month.

No refunds will be paid in respect of a Player withdrawing from the PMYF programme after the commencement of the PMYF programme. Withdrawal at any point from the PMYF programme will trigger a liability to pay the training fee for the following month as well, which shall be deemed to be the notice period month.

If an individual session is cancelled due to poor weather conditions, the field/s not being fit for play, loadshedding or similar once off occurrences, PMYF shall use its best endeavors to schedule a make-up PMYF session but this cannot be guaranteed.

In the event that a player is injured or deemed temporarily medically unfit to participate in the PMYF programme, PMYF at its sole and absolute discretion, may reduce, suspend or waive an agreed upon amount, subject to a medical certificate or doctors note being provided.

6. CONSENT TO PARTICPATE AND VOLUNTARY ASSUMPTION OF RISK

The PMYF programme involves strenuous physical activity and physical contact with other Players. It is your responsibility to ensure that your child has the necessary level of fitness and health to participate and compete in PMYF.



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The obligation is on you to make a full disclosure of the details and full particulars of any previous or existing medical conditions that may affect your child's ability to take part in PMYF and associated activities.

By registering your child and their participation in PMYF, you consent to their participation and voluntarily assume the risk that flows from their participation in strenuous physical activity and in a contact sport.

7. CONDUCT

PMYF programme sessions will start and finish on time, so you must ensure that your child arrives in time for the commencement of their session and is collected immediately after the completion of each session.

PMYF coaches cannot be responsible for minding children before and after sessions.

Full PMYF issued kit (shirt, shorts and socks) must be worn to all PMYF sessions. Failure to wear the correct kit may result in exclusion from the PMYF training session.

The wearing of shin guards and soccer boots is compulsory for every PMYF session. You must ensure that your child has a pair of shin guards and soccer boots, and that they bring them to every PMYF session.

Parents / legal guardians and Players are subject to the Code of Conduct which forms part of these Ts & Cs. By agreeing to these Ts & Cs you and your child agree to the Code of Conduct. Continued failure to abide by the Code of Conduct may result in expulsion from the PMYF. PMYF reserves the right to expel Players from a PMYF session, a block of PMYF sessions or the remainder of the PMYF programme.

Parents are prohibited from coaching their child from the side lines or sitting near the playing field during training and matches. To get maximum performance from Players, we must limit distractions. Parents must sit away from the PMYF sessions and refrain from interacting with Players or PMYF officials during PMYF sessions.

Should a Player damage PMYF equipment through negligence and/or recklessness, the costs of the repair or replacement of the damaged equipment shall be borne in full by the Parent/Legal Guardian and will need to be paid to PMYF after receipt of an invoice for the replacement or repair of the damaged equipment is provided by PMYF .

8. PERSONAL BELONGINGS AND EQUIPMENT

Players are responsible for their personal effects and property (including but not limited to mobile phones, watches, ear phones and the like) at all times while attending the PMYF training sessions.

Although PMYF will ensure a security presence at PMYF training sessions and matches, this security presence is not there to protect personal belongings and equipment and accordingly, PMYF will bear no responsibility whatsoever for any loss and/or damage to any personal effects and property.

9. CANCELLATION FOR FORCE MAJEURE

PMYF shall not be liable or responsible for failure, cancellation, suspension, postponement, delay or shortening in services resulting from a Force Majeure Event, inclusive of causes beyond it's reasonable control, including, but not limited to: acts of God, field closures, equipment failure, war, terrorism, riots, acts of civil or military authorities, epidemics, pandemics, floods, fires, severe weather conditions (including excessive rain and lightning), accidents or other like contingencies.



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10. MISCONDUCT

PHYSICAL CONTACT MISCONDUCT

Any physical misconduct by a Player during a PMYF session will result in exclusion of a Player from the specific PMYF training session or expulsion from PMYF (without compensation of fees paid), depending on the severity of the misconduct as may be determined by PMYF in its sole and absolute discretion. PMYF shall issue a minimum of one (1) verbal warning to an offending Player prior to exclusion or expulsion as aforesaid.

No Player shall at any time strike, shove, threaten to strike, or lay a hand upon an official, Player or spectator.

No Player shall use excessively rough tactics during the course of a session.

VERBAL OR VISUAL MISCONDUCT

Any verbal or visual misconduct by a Player during a PMYF session will result in exclusion of the Player from the specific PMYF session or if continued, expulsion from PMYF (without compensation of fees paid), depending on the severity of the misconduct as may be determined by PMYF in its sole and absolute discretion. PMYF shall issue a minimum of one (1) verbal warning to an offending Player prior to exclusion or expulsion as aforesaid.

No parent, legal guardian or Player shall engage in any kind of abusive verbal attack upon any official or other parent, legal guardian or Player on or off the field of play.

No parent, legal guardian or Player shall use trash talk, profane, obscene or vulgar language, under any circumstances, within the field of play.

No Player shall engage in an objectionable demonstration of dissent or unsportsmanlike conduct such as throwing equipment or any other forceful and aggressive behaviour or action within the field of play.

No Player shall contest the decisions or instructions of a PMYF official during a PMYF session. The decision of a PMYF coach or official is final, in this respect.

GENERAL MISCONDUCT

Any general misconduct (other than physical, verbal or visual misconduct as addressed above) by a Player during the PMYF sessions may result in exclusion of the Player from the session or expulsion from PMYF (without compensation of fees paid), depending on the severity of the misconduct as may be determined by PMYF in its sole and absolute discretion. PMYF shall issue a minimum of one (1) verbal warning to an offending Player prior to exclusion or expulsion as aforesaid.

No Player shall refuse to abide by a PMYF coaches' instruction or decision.

11. HEALTH PRECAUTIONS AND SAFETY

Each Parent / legal guardian of a Player will be required to sign the an Authorisation and Consent for Medical Treatment of a Minor.

Signature of these documents is a precondition for registration and participation in PMYF.



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Each Parent / legal guardian of a Player will be required to authorise disclosure by PMYF of any medical conditions, treatment and medications to any medical personnel that PMYF may use in connection with the PMYF programme.

PMYF reserves the right at any time to require the parent / legal guardian of a Player to produce medical evidence of that Player's ability to take part in PMYF or a particular activity.

PMYF reserves the right to cancel any Player's registration or require a Player to leave PMYF, even if PMYF has already commenced and without repayment of any sums paid or other compensation, should any information provided to PMYF on registration or thereafter on request in respect of that Player's medical history or current medical condition, treatment or medication, be found to be incorrect or false.

Whilst at PMYF, all Players are required to adhere at all times to the advice and instructions given by PMYF officials or those retained by PMYF to supply any services or activities which form part of PMYF.

If a Player falls ill or suffers an injury or in our opinion is not able to continue with PMYF or in a particular PMYF session, we reserve the right, following consultation with the relevant parent / legal guardian, to require such Player to either leave PMYF for a period or to not take part in a particular activity or to leave PMYF entirely.

12. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

You, as the Player's parent / legal guardian, by voluntarily submitting their Personal Information (as defined under the Protection of Personal Information Act ("POPIA")), give your consent to PMYF and its duly authorised project manager, Moira Tlhagale Sports Marketing and Management (Pty) Ltd trading as MT Sports, to collect, process, use and store the Personal Information so submitted for all purposes relating to or arising out of their application to participate in the PMYF programme.

PMYF and MT Sports undertakes to process the Personal Information in relation to the Player and you, as their parent or legal guardian, voluntarily submitted by you, only in accordance with the conditions of lawful processing as set out in POPIA and only to the extent that is necessary for it to discharge its obligations and perform its functions in eliciting, accepting, processing and managing registration and the continued enrolment of the Player with and participation in PMYF, within the framework and as required by South African law.

13. WHOLE AGREEMENT

These Ts & Cs constitute the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us.

14. CODE OF CONDUCT

As a Player in the PMYF programme, I agree to:

- a) arrive at training sessions on time in my PMYF issued kit and with all equipment (water, shin guards, footwear tied) and be ready to participate at the scheduled start time;
- b) attend all training sessions and matches - excused training sessions will only be permitted due to illness, an academic conflict or on religious grounds or on PMYF' approval;
- c) remember that soccer is an opportunity to learn and have fun;
- d) play by the rules;
- e) never argue with an official;
- f) control my temper. I accept that verbal abuse of officials and other Players, deliberately distracting or provoking an opponent are not acceptable or permitted behaviours at PMYF;



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- g) be a good sport, applaud good play made by either my team or the opposition;
- h) treat all Players and team mates as I would like to be treated;
- i) do the best I can each session, remembering that all Players have talents and weaknesses the same as I do;
- j) concentrate on playing soccer and training hard, always giving my best effort and having a positive attitude;
- k) co-operate with the PMYF officials and my team mates;
- l) respect the rights, dignity and well-being of all Players regardless of their gender, cultural background, ability or religion;
- m) talk to my coach if I have any issues or if I am unhappy about something;
- n) always use the training equipment appropriately and wear my kit with pride;
- o) adhere to the PMYF values and principles of care, community, commitment and quality.
- p) Arrive at the match 30 minutes before Kick-off time.
- q) Ensure all Equipment and kit are at the games: Water, Shin Guards, Footwear Tied.
- r) Never argue with an Official: referees, coaches (opposition and PMYF), players and supporters.
- s) Respect the Referee's decision.
- t) Respect the Coach's decision.

As a parent or guardian of a PMYF Player, I agree to:

- a) remember that children participate in sport for their enjoyment, not mine;
- b) encourage children to participate, not force them;
- c) focus on the child's participation and not on winning and losing;
- d) encourage children to always play according to the rules and to settle disagreements without resorting to hostility, aggression or violence;
- e) always be positive towards the PMYF programme;
- f) never ridicule or shout at a child for making a mistake or losing;
- g) remember that children are led by example;
- h) support all efforts to remove verbal and physical abuse from sporting activities;
- i) respect the PMYF representatives and officials and their decisions and teach children to do likewise;
- j) show appreciation for coaches and officials;
- k) not coach my child from the side lines or interfere with sessions;
- l) wait in the parking area for my child while a training session is being conducted;
- m) respect the rights, dignity and worth of every young person regardless of their gender, cultural background, ability or religion;
- n) If there are concerns or issues, have them addressed through the appropriate channels, such as discussing with the Administrator or session co-ordinator.
- o) not discuss other Players or parents in public;
- p) be proud of my child's progress at all times;
- q) support the long term football development of my child by being consistent and committed to the PMYF programme and its plans;
- r) ensure my child is dropped at and collected from PMYF training session and activities at the agreed time;
- s) to always keep perspective – these are young children and not international footballers!
- t) Respect the decisions made by coaches and referees, understanding that they doing their best to create a positive experience for all players.
- u) Treat all players, coaches, referees, and fellow parents with respect, courtesy, and consideration.
- v) Stay within the designated spectator areas and refrain from entering the playing field, unless requested by a coach or official.
- w) Ensure that my child arrives at matches on time and will inform the coach in advance if my child cannot attend.



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15. AUTHORISATION AND CONSENT FOR MEDICAL TREATMENT OF A MINOR

I, the Parent / legal guardian of the Player hereby declare that I agree that this signed consent grants authority to a designated adult to provide or arrange to provide medical care for the below named minor in the event of an emergency where the minor is not accompanied by either their parent / legal guardian and the medical emergency is of such a nature that it is not feasible or practical to contact the parent / legal guardian. This document shall be presented to the attending medical practitioner / personnel / hospital representative at the time of unexpected urgent medical, dental or surgical care or hospitalisation.

I further agree to sign a hard copy Authorisation and Consent for Medical Treatment of a Minor form when requested or required by PMYF to do so on commencement of a PMYF programme as same is required by PMYF to be presented to the attending medical practitioner in the event that my child required urgent medical care in my absence.

16. WAIVER AND INDEMNITY

I, the Parent / legal guardian of the Player understand and acknowledge that my child will be engaging in athletic and related activities as a Player in PMYF, which activities may be dangerous and which may result in physical injury to my child. I understand and acknowledge that injuries sustained by my child may be serious in nature and may result in medical or surgical treatment. I am fully aware of the risks associated with these activities and with that knowledge I hereby consent to my child's participation in all such athletic and related activities and voluntarily assume said risks.

I further hereby release and agree to indemnify and hold harmless Pitso Mosimane in his individual capacity, Pitso Mosimane Soccer Schools, Moira Tlhagale Sports Marketing and Management (Pty) Ltd trading as MT Sports, its shareholder, directors, management, officers, coaches, volunteers, employees, independent contractors, suppliers and agents, from and for any and all liability for all losses, injuries, medical expenses, damages of any nature, form or description and expenses (including legal fees and costs at all stages of any legal proceedings), for any and all injuries or damages sustained by me or my child as a result of or in any way arising out of their participation in PMYF. I acknowledge that this indemnity shall include any claim which arises out of negligence, whether by commission or omission, of any of the abovementioned parties.

Notwithstanding the provision of this indemnity, it shall not be construed as a waiver of my rights or of my child's / the child of which I am legal guardian rights to proceed against any other party whom I or the child may have a right of action.

17. CONSENT FOR THE USE OF PHOTOGRAPHS, VIDEOGRAPHY, DIGITAL RECORDING AND PERSONAL INFORMATION IN RELATION TO A MINOR

I, the Parent / legal guardian of the Player hereby declare my informed consent to the taking and use of photographs, videography, digital recordings and the like ("Footage") and the use of personal information (as defined in The Protection of Personal Information Act ("POPIA")), in relation to my child/child under guardianship as provided for and envisaged under this agreement.

1. USE OF FOOTAGE

1.1 Footage taken of your child under guardianship while participating in any activity in relation to his/her participation in a Pitso Mosimane Youth Football ("PMYF") programme may be used in the following ways:

- a) to record the activities, including football training sessions and matches of PMYF;
- b) for PMYF promotional, marketing, advertising and aligned purposes on and across all media including traditional and social media platforms;



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- c) for PMYF' sponsors, partners and funders' promotional, marketing, advertising and aligned purposes in relation to their association with PMYF, on and across all media including traditional and social media platforms;
 - d) in any broadcast, digital or print documentary on Pitso Mosimane;
 - e) to illustrate any presentations, proposals, reports, resource materials and the like to sponsors, funders, parents, supporters, other stakeholders and third parties, to show the activities of PMYF
 - f) as a tool for the evaluation of any PMYF' activity;
 - g) as a tool for the evaluation of your child's participation and progress in PMYF;
 - h) be incorporated into written or electronic materials produced for the above purposes.
- 1.2 Footage used as cited and envisaged above will not include your child's personal information unless there is a good case for honouring your child or a group of children for their achievement/s in relation to PMYF.
 - 1.3 Footage will not be sold, licensed, assigned, given or otherwise alienated to any third party nor used in any way to make any kind of direct financial gain.
 - 1.4 Ownership in and to all intellectual property relating to the Footage, including the copyright in and to the Footage, shall at all times vest in PMYF and the rights of use of the Footage granted to PMYF under this agreement shall be in perpetuity.

2. USE OF PERSONAL INFORMATION

- 2.1 In the event of any processing of personal information in relation to your child in relation to the Footage and the use thereof under this agreement such processing shall be conducted strictly in accordance with the provisions of POPIA.
- 2.2 The consent provided by you under this agreement shall be regarded as "informed consent" as required by POPIA in relation to such processing of personal information of your child under this agreement.

3. CONSENT OF PARENT/LEGAL GUARDIAN

I hereby consent that Footage of or including my child as named in this agreement and any written or electronic materials produced which may include the Footage may be used by the organisers in the manner described in clause 1. I further consent to the use of my child's personal information (as defined in POPIA) in relation to the Footage.

18. ACKNOWLEDGEMENT, AGREEMENT AND CONSENT

By consciously and deliberately placing my mark in the tick box below (which constitutes my signature for all intents and purposes relating hereto) I acknowledge that I have read, understand and agree to the Ts & Cs and the giving of my consent and authorisation as required in the following sections:

Section 14: Code of Conduct;

Section 15: Authorisation and Consent for Medical Treatment of a Minor;

Section 16: Waiver and Indemnity; and

Section 17: Consent for the use of photographs, videography, digital recording and information in relation to a Minor.