



PASS ABU DHABI

TERMS AND CONDITIONS

(Registration, Programme, Refund & Liability Terms)

Operated by Proactive Soccer School Ltd

Trade Licence No. CN 3786042 — Abu Dhabi, United Arab Emirates

Abu Dhabi, United Arab Emirates

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1. Introduction and Acceptance of Terms

These Terms and Conditions (“Terms”) form a legally binding agreement between Proactive Soccer School Ltd trading as “PASS Abu Dhabi” (“PASS Abu Dhabi”, “we”, “us” or “our”), a company registered in Abu Dhabi, United Arab Emirates under Trade Licence No. CN 3786042, and the individual registering a Participant for our programmes, or the parent(s)/legal guardian(s) registering on behalf of a minor Participant (“you”, “Your”, “Customer”, or “Parent/Guardian”).

By (a) submitting a registration form (online or in hard copy), (b) making any payment to PASS Abu Dhabi, or (c) allowing a Participant to attend any PASS Abu Dhabi session, camp, trial, tournament, or event (each a “Session”, and collectively the “Programme”), you confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any venue-specific rules notified to you. If you do not agree to these Terms, you must not register for or permit a Participant to attend the Programme.

Where the Participant is under 18 years of age, the Parent/Guardian who completes the registration is entering into this agreement on the Participant's behalf and personally guarantees the Participant's compliance with these Terms, and personally accepts the obligations, waivers, and consents set out below (including in Sections 9, 12 and 18) on the Participant's behalf, to the fullest extent permitted by UAE law.

2. Definitions

- **“Participant”** means the child, young person, or adult enrolled in the Programme.
- **“Term”** means a defined block of Sessions offered for a single fee, generally aligned with the UAE/Abu Dhabi school academic calendar (e.g. Term 1, Term 2, Term 3), with the exact dates and number of Sessions for each Term advertised on our registration platform or communicated to you at sign-up.
- **“Venue”** means any facility, pitch, dome, stadium, club, or site at which a Session is held, whether owned, leased, or licensed for use by PASS Abu Dhabi or a third party (e.g. Rawdhat Sports Complex, Al Hudayriyat Island indoor dome, Al Ghazal Golf Club, or other partner venues in Abu Dhabi).
- **“Force Majeure Event”** has the meaning given in Section 8.
- **“We/Us/Our”** means PASS Abu Dhabi and, where applicable, its coaches, staff, contractors, and agents.

3. Eligibility and Registration

3.1 Our Programmes are open to Participants from approximately 2 years of age through to adults. Specific age groups, ability levels, and any requirement for a Parent/Guardian to remain on-site during a Session (for example, for our youngest Participants) will be set out for each Programme at registration. Where a Participant is a minor, registration must be completed and signed by that minor's parent or legal guardian, who thereby confirms they have full legal authority to enrol the Participant and to accept these Terms on the Participant's behalf.



3.2 You must provide complete, accurate and current information at registration, including the Participant's date of birth, emergency contact details, and any relevant medical information (see Section 10). You must notify us promptly in writing of any change to this information.

3.3 We reserve the right, acting reasonably, to decline or cancel a registration, including where a Session or Term is full, a venue is unavailable, the Participant does not meet the relevant age or ability criteria for a group, or outstanding fees are owed to us from a prior Term.

3.4 A registration is only confirmed once (a) the registration form has been completed, and (b) payment (or the first instalment, where instalments are offered) has been received in full and confirmed by us in writing (including by automated email confirmation).

4. Fees and Payment

4.1 All fees are quoted in UAE Dirhams (AED) and are inclusive of any applicable VAT unless stated otherwise. Current fees for each Programme are published on our registration platform or provided to you in writing prior to registration.

4.2 Full payment for a Term is due at the time of registration. We do not currently offer instalment payment plans; if we choose to offer one for a specific Programme in future, it will be confirmed to you in writing, each instalment will be due on the date specified regardless of attendance, and non-payment may result in suspension of the Participant's place until the account is brought current.

4.3 We accept payment by cash, credit/debit card, and bank transfer. Card payments are processed through a third-party payment gateway; we do not store full card details.

4.4 A valid tax invoice/receipt will be issued for every payment in accordance with UAE Federal Law No. 15 of 2020 on Consumer Protection and applicable tax legislation.

4.5 We reserve the right to review and change our fees for future Terms. Any fee change will not affect a Term you have already paid for in full.

5. Refund Policy

Summary (plain language): You may cancel and receive a refund at any time up to and including before your second (2nd) Session of a Term begins. Once your second Session has started, the Term fee becomes non-refundable, regardless of how many Sessions remain or your reason for withdrawing, except where a refund is required by mandatory UAE law.



5.1 Refund requests must be submitted in writing to info@passabudhabi.com and must include the Participant's name, Term, and reason for the request.

5.2 Refunds granted before the second Session. If a refund request is received, and processed by us, at any point before the commencement of the Participant's second (2nd) Session of the relevant Term, we will refund the fees paid for that Term. Refunds will be issued to the original payment method within **30** business days of approval.

5.3 No refunds after the second Session. Once the Participant's second (2nd) Session of a Term has commenced, no refund of that Term's fees will be given, for any reason, including a decision by you or the Participant to withdraw, relocate, change schools or activities, or any other change of personal circumstance. This applies whether or not the Participant continues to attend subsequent Sessions in that Term.

5.4 Missed Sessions due to absence or illness. If a Participant misses a Session due to personal absence, illness, injury, or any other personal reason, no refund will be issued for that missed Session. At our sole discretion, and subject to Venue and coach availability, we may (but are not obliged to) offer a make-up Session for a missed Session. Any make-up Session offered: (a) is granted entirely at the discretion of PASS Abu Dhabi management; (b) must generally be used within the same Term (or such other period as we notify you); (c) is not guaranteed, transferable, or redeemable for cash; and (d) may require reasonable supporting evidence (e.g. a medical note) for illness-related requests, at our discretion.

5.5 Sessions missed due to war, conflict, or inclement weather. Where a Session cannot be held, or a Participant is unable to attend, because of war, armed conflict, civil unrest, government-imposed restrictions, extreme or inclement weather, natural disaster, or any other event described in Section 8 (Force Majeure), no refund will be given, as such events are entirely outside our control. At our sole discretion, we may offer an alternative date, make-up Session, or credit note in these circumstances, but we are under no obligation to do so. See Section 8 for further detail.

5.6 Sessions cancelled by us for operational reasons. If we cancel a Session for reasons within our control (for example, coach unavailability where no substitute is provided, or a Venue booking error on our part), we will, at our discretion, either provide a make-up Session or a pro-rated credit or refund for that specific Session.

5.7 Misconduct. Where a Participant's registration is terminated by us for a breach of the Code of Conduct in Section 11, no refund will be given for any remaining unattended Sessions.

5.8 Statutory rights preserved. Nothing in this Section 5 excludes, limits, or waives any right you have that cannot lawfully be excluded or limited under UAE Federal Law No. 15 of 2020 on Consumer Protection or any other mandatory UAE law. Where any part of this refund policy is found by a competent court to be unenforceable, the remainder will continue in full force, and the unenforceable part will be replaced with the closest lawful equivalent to our original intention.



6. Rescheduling, Programme Changes and Minimum Numbers

6.1 We reserve the right to change a Session's time, date, coach, group composition, or Venue where reasonably necessary, and will use reasonable efforts to give you advance notice by email, SMS, WhatsApp, or through our registration platform.

6.2 A minimum number of registrations may be required to run a particular group, camp, or Term. If the minimum is not met, we may cancel, merge, or reschedule the relevant group; in that event Section 5.6 (Sessions cancelled by us) applies to any Sessions not delivered.

6.3 Coaches are assigned at our discretion based on availability, qualification, and group needs. A change of coach does not entitle you to a refund or credit.

7. Attendance, Drop-off and Collection

7.1 Parents/Guardians are responsible for the Participant's safe drop-off at, and collection from, the Venue at the scheduled Session start and end times. Our supervision responsibility begins only once the Participant has been formally handed over to a coach and ends once the Session concludes and the Participant is collected.

7.2 If a Participant is not collected within a reasonable time after a Session ends, we will attempt to contact the emergency contact(s) provided at registration. We reserve the right to charge a reasonable late-collection fee where repeated late collection occurs.

7.3 Please notify your coach or our office in advance, where possible, if the Participant will arrive late, need to leave early, or be collected by someone other than the registered Parent/Guardian.

8. Force Majeure

8.1 We shall not be liable for any failure or delay in performing our obligations under these Terms, and no refund, credit, or compensation will be owed (except as we elect to offer at our discretion under Section 5.5), where such failure or delay arises from a "Force Majeure Event", meaning any circumstance beyond our reasonable control, including without limitation: war, armed conflict, terrorism, civil unrest, riots, government or military action, national or regional security directives, public health emergencies, epidemics or pandemics, quarantine restrictions, natural disasters, fire, flood, sandstorm, extreme heat or other severe or inclement weather, power or utility failure, Venue closure or unavailability for reasons outside our control, strikes or labour disputes, and any change in law or government/regulatory directive.

8.2 Where a Force Majeure Event prevents, hinders, or makes it materially more difficult to hold a Session, we may suspend, postpone, shorten, relocate, or cancel the affected Session(s) without liability to you, consistent with Article 273 of the UAE Civil Code (Federal Law No. 5 of 1985) and other applicable UAE law.



8.3 We will notify you of an affected Session as soon as reasonably practicable using the contact details you have provided. We will use reasonable efforts to reschedule affected Sessions where practical, but we are not obliged to do so, and, as set out in Section 5.5, no refund will be given for Sessions affected by a Force Majeure Event.

8.4 If a Force Majeure Event continues for a prolonged period such that the Programme cannot reasonably resume, we may terminate the affected Term. In that event, any decision on residual credit for genuinely undelivered Sessions will be made at our sole discretion, having regard to costs already incurred (coaching, Venue, equipment and administration).

9. Assumption of Risk; Injury and Liability Waiver

9.1 Nature of the activity. Football/sports coaching and related physical activity carry inherent risks, including but not limited to collision with other participants, falls, muscular strain, sprains, fractures, concussion, heat-related illness, and, in rare cases, serious or fatal injury. These risks exist even where all reasonable safety precautions, coaching standards, and supervision are followed.

9.2 Voluntary participation. By registering, you confirm that the Participant's involvement in the Programme is voluntary, and that you and/or the Participant knowingly and voluntarily accept these inherent risks.

9.3 Fitness to participate. You confirm that, to the best of your knowledge, the Participant is physically fit and has no medical condition that would make participation unsafe, except as disclosed under Section 10. It is your responsibility to consult a doctor before enrolling a Participant with any pre-existing medical condition, injury, or concern.

9.4 Release and waiver. To the fullest extent permitted by UAE law, you, on your own behalf and on behalf of the Participant (where the Participant is a minor), release, discharge, and agree not to bring any claim against PASS Abu Dhabi, its owners, directors, employees, coaches, contractors, and Venue partners (together, the "Released Parties") for any injury, illness, death, loss, or damage to person or property arising out of or in connection with the Participant's participation in the Programme, save to the extent such injury, illness, death, loss, or damage is caused by the Released Parties' proven gross negligence, wilful misconduct, or fraud, or otherwise cannot lawfully be excluded under UAE law.

9.5 Property. We do not accept responsibility for loss of, theft of, or damage to personal belongings brought to a Venue. Participants should not bring valuable items to Sessions.

9.6 Emergency medical treatment. In the event of injury or medical emergency during a Session, and where you cannot be reached in a timely manner, you authorise PASS Abu Dhabi staff to (a) administer reasonable first aid, and (b) arrange emergency transport and/or medical treatment for the Participant, at your cost, and you agree to indemnify us for reasonable costs properly incurred in doing so.



9.7 Insurance. We strongly recommend that all Participants (or their Parent/Guardian) hold valid personal accident and/or medical insurance covering participation in sporting activities in the UAE.

10. Health, Medical Information and Illness

10.1 You must disclose, at registration and as soon as reasonably possible thereafter, any medical condition, allergy, disability, or injury that may affect the Participant's safe participation, including any medication the Participant carries or requires (e.g. an asthma inhaler or EpiPen).

10.2 A Participant showing symptoms of a contagious illness (including fever, vomiting, diarrhoea, or significant cough/cold symptoms) should not attend a Session, both for their own wellbeing and that of other Participants and staff. Section 5.4 (missed Sessions due to illness) applies to any resulting absence.

10.3 We may, at our discretion and acting reasonably, decline to allow a Participant to take part in a specific Session where we reasonably believe participation poses a health or safety risk to that Participant or others.

11. Code of Conduct

11.1 Participants, Parents/Guardians, and spectators are expected to behave respectfully towards coaches, staff, other Participants, other families, and Venue staff at all times, and to comply with reasonable instructions given by our coaches and staff.

11.2 We operate a zero-tolerance approach to bullying, harassment, discrimination, abusive language, or violent behaviour by anyone connected with the Programme, whether directed at staff, other Participants, or other families.

11.3 We reserve the right, at our sole discretion, to warn, suspend, or permanently remove a Participant (and/or exclude a Parent/Guardian or spectator) from the Programme for a serious or repeated breach of this Code of Conduct, without refund of fees for any remaining Sessions, as set out in Section 5.7.

11.4 Unauthorised photography or video recording of Sessions by Parents/Guardians, spectators, or other third parties is not permitted, in order to protect the privacy and safety of all Participants. Official PASS Abu Dhabi photography/videography is addressed in Section 12.

12. Photography, Video and Media Consent

12.1 During Sessions, camps, tournaments, and events, PASS Abu Dhabi (or a photographer/videographer engaged by us) may take photographs and video recordings that include Participants, for use in coaching review, and for our own marketing, promotional, and social media purposes (including our website, Instagram, Facebook, YouTube, X, LinkedIn, brochures, and advertising, whether online or offline).



12.2 By registering, you consent, on your own behalf and (where applicable) on behalf of the Participant, to PASS Abu Dhabi capturing, using, editing, reproducing, and publishing such photographs and video containing the Participant's image, without payment or further compensation to you, for the purposes described in Section 12.1, for as long as reasonably necessary for those purposes.

12.3 Opting out. If you do not wish the Participant to be photographed or filmed for promotional use, you must notify us in writing at info@passabudhabi.com prior to the start of the relevant Term, or as soon as possible thereafter. We will use reasonable efforts to accommodate your request for future promotional use (including asking photographers to avoid the Participant where practical), but we cannot guarantee the Participant will never appear incidentally in wide-angle or group Venue footage/imagery, nor can we retroactively remove material already published in print or shared/re-shared by third parties online.

12.4 You may withdraw consent for future use of the Participant's image at any time by written notice to us, without affecting the lawfulness of any use that occurred before your withdrawal.

12.5 This consent is granted in accordance with, and subject to, UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("PDPL"), as further described in Section 13.

13. Data Protection and Privacy

13.1 We collect and process personal data (including the Participant's name, date of birth, medical information, emergency contact details, and photographic/video images) in order to operate the Programme, communicate with you, process payments, ensure Participant safety, and, where consented, for marketing purposes, in accordance with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and its executive regulations.

13.2 We will only collect personal data that is necessary for these purposes, will keep it secure using appropriate technical and organisational measures, and will not sell it to third parties. We may share limited data with trusted service providers (for example, payment processors, Venue operators, insurers, or emergency medical services) strictly as needed to deliver the Programme or comply with the law.

13.3 Subject to applicable law, you (and, in relation to a minor Participant's data, you as their Parent/Guardian) have the right to request access to, correction of, deletion of, or restriction on the processing of the Participant's personal data, and to withdraw consent to marketing use of photographs/video as described in Section 12.4. Requests can be made in writing to info@passabudhabi.com.

13.4 We retain personal data only for as long as reasonably necessary for the purposes described above, or as required by applicable law (including UAE record-keeping requirements), after which it is securely deleted or anonymised.

13.5 Full details of our data practices are set out in our separate Privacy Policy, available at [www.passabudhabi.com], which forms part of these Terms.



14. Intellectual Property

14.1 The “PASS Abu Dhabi” name and logo, our coaching curriculum, training plans, session materials, and all related content and branding are the property of Proactive Soccer School Ltd and/or its licensors, and may not be copied, reproduced, or used without our prior written consent.

15. Venue Rules and Third-Party Facilities

15.1 Some Sessions take place at Venues owned or operated by third parties (for example, sports complexes, indoor domes, clubs, or schools). You and the Participant must comply with the site-specific rules, codes of conduct, and safety instructions of the relevant Venue operator, which are in addition to these Terms.

15.2 We are not responsible for the acts, omissions, facilities, or conditions of third-party Venue operators, except to the extent required by UAE law, and any liability of the Venue operator itself is a matter between you and that operator.

16. Communications

16.1 By registering, you consent to receiving operational communications from us (such as schedule changes, weather cancellations, and safety notices) by email, SMS, and/or WhatsApp using the contact details you provide. These operational messages are necessary for us to run the Programme safely and cannot be opted out of while the Participant is enrolled.

16.2 We may also send you marketing communications about future Terms, camps, and promotions. You may opt out of marketing communications at any time using the unsubscribe link provided, or by emailing info@passabudhabi.com, without affecting operational communications.

17. Limitation of Liability

17.1 To the fullest extent permitted by UAE law, and subject to Sections 9.4 and 17.3, our total liability to you arising out of or in connection with these Terms and the Programme, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by you for the Term in which the relevant event occurred.

17.2 To the fullest extent permitted by UAE law, we shall not be liable for any indirect, special, incidental, or consequential loss or damage, including loss of enjoyment, arising out of or in connection with the Programme.

17.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by proven negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot



lawfully be excluded or limited under UAE law, including under Federal Law No. 15 of 2020 on Consumer Protection.

18. Indemnity

18.1 You agree to indemnify and hold harmless PASS Abu Dhabi and the Released Parties from and against any claim, loss, damage, cost, or expense (including reasonable legal fees) arising out of (a) a breach of these Terms by you or the Participant, (b) the Participant's wilful misconduct or negligence, or (c) any injury to a third party or damage to third-party property caused by the Participant, save to the extent caused by our proven gross negligence or wilful misconduct.

19. Amendments to these Terms

19.1 We may update these Terms from time to time to reflect changes in our Programme, legal or regulatory requirements, or operational needs. The version in effect at the time of your original registration for a Term will generally govern that Term, except where a change is required by law or is necessary for safety, in which case it will apply immediately.

19.2 The current version of these Terms will always be available at www.passabudhabi.com, together with its effective date and version number. Continued participation in the Programme after an update takes effect constitutes acceptance of the updated Terms.

20. Complaints and Feedback

20.1 If you have a complaint about any aspect of the Programme, please contact us in writing at info@passabudhabi.com. We will acknowledge your complaint within 7 business days and aim to resolve it within a reasonable time, in line with our obligations under UAE Federal Law No. 15 of 2020 on Consumer Protection.

20.2 If a complaint cannot be resolved directly with us, you may also refer to consumer protection channels of the UAE Ministry of Economy or the relevant Abu Dhabi authority.

21. General

21.1 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a competent UAE court, that provision will be severed, and the remaining provisions will continue in full force and effect.

21.2 Entire Agreement

These Terms, together with our Privacy Policy and any Venue-specific rules and registration confirmation, constitute the entire agreement between you and PASS Abu Dhabi regarding the



Programme, and supersede any prior discussions, representations, or agreements, whether written or oral.

21.3 No Waiver

Our failure to enforce any provision of these Terms at any time does not constitute a waiver of our right to enforce that or any other provision later.

21.4 Assignment

We may assign or transfer our rights and obligations under these Terms (for example, in connection with a business restructuring) by giving you reasonable notice. You may not assign your rights or obligations under these Terms without our prior written consent.

22. Governing Law and Jurisdiction

22.1 These Terms are governed by, and shall be construed in accordance with, the federal laws of the United Arab Emirates and the laws of the Emirate of Abu Dhabi, as applicable.

22.2 The courts of Abu Dhabi, United Arab Emirates shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, without prejudice to any right you may separately have to bring a claim before UAE consumer protection authorities.

23. Contact Us

If you have any questions about these Terms, please contact us:

- Proactive Soccer School Ltd (trading as PASS Abu Dhabi)
- Abu Dhabi, UAE
- Email: info@passabudhabi.com
- Phone: +971 58 510 7277