

## Jaguars Academy: Terms and Conditions of Coaching and Mentoring Subscription

These terms and conditions (the "Agreement") are between Jaguars Academy ("the Company," "we," "our," or "us") and the parent or legal guardian ("the Parent," "you," or "your") of the aspiring rugby player ("the Player") who has registered for our coaching and mentoring services. By signing up for the services provided by Jaguars Academy, you agree to be bound by these terms and conditions.

### 1. Services Provided

1.1. Jaguars Academy offers tailored coaching and mentoring to aspiring rugby players. Our services include:

- Monthly Coaching Sessions:
  - At least one individual online mentoring session per month.
  - Two small group training sessions per month. (This could be replaced by day sessions during the off season/half terms etc.)
  - All sessions will be tailored to the player's current level, with a focus on developing skills, fitness, and rugby performance.
- Strength and Conditioning Programming (S&C):
  - The player will receive an individualised strength and conditioning programme, which will be tailored to their needs.
  - The player will have direct messaging access to S&C coaches, who will aim to respond within two working days.
- Access to Coach Logic Software
  - Players will be able to upload footage, create clips and discuss development with their coach.
  - Players will have direct messaging via this software, where the coach will aim to respond within two working days.
- Quarterly Parental Meeting
  - Parents will be asked to schedule an online video call meeting, every three months, with the mentor to discuss the player's progress, goals and advice for the next steps in their rugby career.
- Guest webinar opportunities from variety of experts.

### 2. Subscription and Payment Terms

#### 2.1 Subscription Fee

- The programme fee will be £147 per month, with an initial minimum 3-month commitment.

#### 2.2 Payment Method

- Payments will be collected on a monthly basis via direct debit or other agreed-upon methods, starting from the date the programme begins.
- The fee will be billed in advance and is due on the 1st of each month.



## 2.3 Cancellation

- After the initial 3-month commitment, you can cancel the programme at any time, but you must provide at least one full calendar month's written notice to the Company for cancellation to take effect.
- If you cancel the programme before completing the initial 3-month commitment, you will still be liable for the full fee for the remaining months of the initial 3-month period.

## 3. Attendance and Absences

### 3.1. Session Scheduling:

- Sessions will be scheduled by the company in advance, and you will receive notification of the dates and times for each session.
- The player must attend the scheduled individual mentoring and group training sessions. In the event the player cannot attend a session, you are required to notify the Company at least 24 hours in advance if possible.

### 3.2 Non-Attendance:

- If the player is unable to attend a scheduled session, this will not be the fault of the Company, and no refund or credit will be provided for missed sessions.
- It is the player's responsibility to attend the scheduled sessions. In the case of illness or injury, make-up sessions or alternative arrangements may be offered at the Company's discretion, but this is not guaranteed.

## 4. Strength and Conditioning Programming

- The player will receive an individualised strength and conditioning programme based on their current fitness level, goals, and needs. The player is encouraged to follow the programme as closely as possible to ensure the best results.
- The player will have messaging access, via the TeamBuildr software, to the S&C coach and rugby coach for ongoing support and questions related to the programme and performance.

## 5. Liability and Insurance

By enrolling in the rugby coaching and mentoring programme, the participant (or their parent/guardian, if the participant is under 18 years of age) acknowledges and agrees to the following:

### 5.1 Understanding the Risks

- Rugby is a physically demanding, full-contact sport, which carries inherent risks of injury. These risks can include, but are not limited to, sprains, fractures, concussions,



and other serious injuries. By participating, the participant understands and accepts these risks, and agrees to engage in the programme with full awareness of the potential for injury, either to themselves or others.

## 5.2 Limitation of Liability

- The coach and organisers of the rugby programme are covered by professional indemnity insurance for negligent advice and coaching. However, they are not liable for any injuries resulting from the negligent actions of other participants during training or matches. By signing the acknowledgement of risk agreement, the participant (or their parent/guardian) acknowledges that they waive any claims for injury caused by the negligence of fellow participants.

## 5.3 Insurance Coverage

- All participants are required to be registered with the Rugby Football Union (RFU) through the RFU's Game Management System (GMS), which provides personal accident insurance coverage for injuries sustained during rugby activities. This coverage, however, does not extend to injuries caused by the negligent actions of other participants. It is the responsibility of the participant or their parent/guardian to ensure that they are registered with the RFU and that their registration is active throughout their participation in the programme.

## 5.4 Personal Injury Responsibility

- The participant or their parent/guardian is advised to maintain their own personal accident insurance for any additional coverage beyond that provided by the RFU's GMS system, particularly for injuries that may not be covered by the RFU's personal accident insurance, including those arising from participant-to-participant negligence.

## 5.5 Waiver of Claims

- By signing this agreement, the participant (or their parent/guardian) agrees to release and hold harmless the coach, organisers, and any associated staff or volunteers from any claims, demands, or causes of action arising from personal injury or property damage resulting from the participant's involvement in the rugby programme, except in cases of proven gross negligence or intentional misconduct by the coach or organisers.

## 6. Conduct and Behaviour

### 6.1 Player Conduct:

- The player is expected to conduct themselves in a respectful, positive, and responsible manner during all sessions, whether in-person or online. Any disruptive, disrespectful, or inappropriate behaviour may result in termination of the player's participation in the programme.



## 6.2 Parent Conduct:

- Parents are expected to be supportive of the programme and encourage the player's participation. Disruptive or inappropriate behaviour from parents may also result in termination of the player's participation.

## 7. Data Protection

### 7.1 Privacy:

- Jaguars Academy respects your privacy and is committed to protecting your personal data. Personal information will be stored securely and used only for the purposes of administering the coaching and mentoring services and communicating with you about the player's progress.

### 7.2 Performance Data:

- Any performance data collected will be stored securely and used to tailor the player's programme. This data may also be shared with the player and parent upon request.

## 8. Amendments to Terms and Conditions

Jaguars Academy reserves the right to amend or update these Terms and Conditions at any time. Any changes will be communicated to you in writing, and continued participation in the programme will indicate your acceptance of the updated terms.

## 9. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts in England and Wales.

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### Acknowledgement and Agreement

By signing up for Jaguars Academy's coaching and mentoring programme, you acknowledge that you have read, understood, and agree to the terms and conditions outlined above. You also confirm that you are the parent or legal guardian of the player and have the legal authority to enter into this agreement on their behalf.

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# JAGUARS ACADEMY

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