

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

These terms and conditions (the "Agreement") are between Jaguars Pre-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 pre-academy coaching and mentoring services. By signing up for the services provided by Jaguars Pre-Academy, you agree to be bound by these terms and conditions.

#### **1. Services Provided**

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

## • Monthly Coaching Sessions:

- Two small group training sessions per month, tailored to the player's current level with a focus on skill development, fitness, and rugby performance.
- These sessions may be replaced with day sessions during the off-season or half-term breaks.
- Strength and Conditioning Programming (S&C):
  - The player will receive an individualised strength and conditioning programme via the TeamBuildr app, designed based on their fitness level and goals.

## • 1:1 Review Meeting:

• At the end of the season, the player will receive a one-on-one review meeting with one of their coaches to assess progress and provide guidance for next steps.

#### 2. Subscription and Payment Terms

#### 2.1 Subscription Fee

• The programme fee will be £60 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



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- After the initial **3-month commitment**, you can cancel the programme at any time by providing 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.

# 3.2 Non-Attendance:

- The player must attend the scheduled group training sessions. In the event the player cannot attend a session, you must notify the Company **at least 24 hours in advance** if possible.
- If the player is unable to attend a session, **no refund or credit will be provided** for missed sessions.

## 3.3 Make-up 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 a **strength and conditioning programme** through the TeamBuildr app. The player is encouraged to follow the programme closely to achieve the best results.
- The player will have messaging access to both the **S&C coach** and **rugby coach** through the app for support and questions.

# 5. Liability and Insurance

## 5.1 Understanding the Risks:

• Rugby is a physically demanding, full-contact sport, which carries inherent risks of injury, including sprains, fractures, concussions, and other serious injuries. By participating, the participant understands and accepts these risks.



# 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.

#### 5.3 Insurance Coverage:

• All participants must 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.

#### 5.4 Personal Injury Responsibility:

• It is the responsibility of the participant or their parent/guardian to ensure they have adequate personal accident insurance for any additional coverage beyond that provided by the RFU's GMS system.

#### 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, except in cases of proven gross negligence or intentional misconduct by the coach or organisers.

#### 6. Conduct and Behaviour

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

## • 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 Rugby Academy Ltd Registered in England 16837490 eddrhodes@jaguarsacademy.com www.jaguarsacademy.com

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• Jaguars Pre-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 Pre-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.

## Acknowledgement and Agreement

By signing up for Jaguars Pre-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.

**Jaguars Pre-Academy** Email: <u>eddrhodes@jagsacademy.co.uk</u> Phone: 07768 385840 Website: <u>www.jaguarsacademy.com</u>

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