

TERMS & CONDITIONS

1. Definitions

- I. "Carer" or "Parent" means the person who attends the class with the participant and is responsible for their welfare.
- II. "Member" means the Child whose name is enrolled and attends the session.
- III. "RuggerRooz" means a class operated by Brett McNamee or an employed person of the company as "Lead Coach" directly operated by RuggerRooz territory and with whom you have entered into this agreement.
- IV. "Coach" means the individual(s), employed by RuggerRooz. Every effort will be taken to maintain the consistency of the Coaches during the sessions; however the company unreservedly retains the right to change the coaching staff where necessary.
- V. "Session" means the RuggerRooz classes described on the Enrolment Form / Website.
- VI. "Enrolment Form" means the form relating to the enrolment or re-enrolment of the member on the sessions either via the website or in hard format.
- VII. "Cost" and "Fees" means the value chargeable to attend a RuggerRooz session, currently £6.00 which is to be paid for termly in advance. Your child's space is reserved for the number of weeks as set out in that term. Refunds cannot be given.
- VIII. "Venue" means the premises where the sessions take place.
- IX. "Club" means the venue at which the member is enrolled.
- X. "Terms" means the Terms and Conditions set out in this document and any special Terms and Conditions agreed in writing by RuggerRooz and the Parent.

2. Acceptance

- I. All issues pertaining to the coaching during a RuggerRooz class operated by RuggerRooz and the on-going communication with coaches, back office staff & RuggerRooz head office are subject to these terms and will not be replaced unless pre-agreed in writing by the parent and RuggerRooz.
- II. These terms shall be deemed to be accepted by the parent or carer once the enrolment form and payment has been received.

3. Pricing

- I. Cost for a RuggerRooz session is £7.00, which is to be paid for termly in advance. The cost and fees are set out on [www. RuggerRooz.co.uk](http://www.RuggerRooz.co.uk). Your child's space is reserved for the number of weeks as set out in that term. Refunds cannot be given
- II. RuggerRooz accept payment in cash or by cheque. Payment for each Session will be made to RuggerRooz at the beginning of each term *(or)* end of term with a pre-dated cheque for the following term. **A half terms notice or fees in lieu of are required for cancellation of classes.** Fees are due before or within 14 days of receiving invoice.
- III. Annual Renewals; You will be invoiced 1 month prior to your annual renewal and the amount due will be taken on the month on which the annual renewal is due.
- IV. Where a Member is unable to attend due to illness, holiday or other reason no refund, credit or discount of the session will be made.
- V. Prices are correct at the time of going to print; however, RuggerRooz reserves the right to amend pricing for the next term if applicable.

4. Confidentiality

- I. By agreeing to these Terms & Conditions the Parent and/or Carer agrees not to share any aspects of the RuggerRooz programme with a third party who may be involved in a business that operates in the same market as RuggerRooz. The Parent and/or Carer will not be involved with such company directly or indirectly.
- II. The parent or carer will not take, replicate or use any RuggerRooz material directly or indirectly for use with any other organisation.

5. Parent/Carer Obligation

- I. The information provided on the enrolment form is accurate and up to date at the time of booking. Any changes need to be sent to RuggerRooz and either of the lead coaches notified, by the parent/carers, in person by telephone or in writing as soon as the change needed is apparent.
- II. It is the parent or carer's responsibility to inform the RuggerRooz lead coaches of any special medical conditions at the point of booking. This includes behavioural disorders and any other condition that may be significant in either of the lead coaches being able to conduct a class without disruption.
- III. The Parent agrees that the Member or Carer will NOT attend a session if either has a significant infectious disease or condition.
- IV. During all RuggerRooz classes the parent or carer agrees and accepts the sole responsibility, general conduct and care for the participant during the class.
- V. The parent or carer attending the session/s with the member MUST remain in the immediate vicinity where the session/s is taking place. This is at all times and they are ultimately responsible for the Member's behaviour, participation, safety and welfare (including toilet and bathroom visits).
- VI. RuggerRooz have the sole right to cancel or exclude the participant and the parent or carer if deemed necessary for the safety and well being of other participants or parents or carers.
- VII. The Parent will be responsible for all costs / reimbursements of monies paid out by the Company as a result of actions by either the Member or Carer.

6. Photography

- I. Parents, siblings and guests are always welcome to observe a session. Parents may participate if they wish to assist and encourage. Siblings are not permitted to participate in the session/s unless they are enrolled in that class.
- II. By accepting the Terms and Conditions a parent / carer consents to their child's image being used to promote and advertise the company.
- III. Consent can be withdrawn at any time in writing to the company.
- IV. A copy of the Company Photo Consent Policy is available on request

7. Health and Safety

- I. Should a member receive an injury during a session, the RuggerRooz coach will administer basic first aid, however no RuggerRooz coach is qualified to give medical advice and you should always seek proper medical assistance should you have any concerns following an injury.
- II. All venues have been subjected to a thorough risk assessment policy prior to becoming confirmed as a RuggerRooz venue. Before every session, the venue will be checked for any potential hazards which may affect a class and ensure maximum safety is maintained.
- III. It is the parent/ carers responsibility to inform RuggerRooz coaches and management of any pre-existing medical conditions which may affect the child during a session. No responsibility will be taken

for any medical condition which affects a child during a session, should this not have been disclosed at the point of registration or prior to a session.

- IV. Smoking is not permitted at the Venues / Session(s).

8. Non-attendance/Cancellation/ Termination

- I. If a Member is unable to attend a session/s the Parent should notify the Company as soon as possible. A message should be left on the Company answer phone.
- II. The Company reserves the right to cancel Membership in the event of non-attendance and / or non-renewal of session fees.
- III. If the Member no longer requires a place, the Parent should inform the Company in writing as soon as possible.
- IV. The Company reserves the right to change the Venue of the Club and will give as much notice as possible.
- V. Occasionally, a session may be cancelled / unable to run on a specific date or time due to the unavailability of the Venue or Coaches. In the event of this happening, the Company will give as much notice as reasonably possible. Where session fees have already been paid, a credit will be given which will be redeemed the following term. No refund will be given.
- VI. No refunds or credits will be given for cancellation due to adverse weather conditions, natural disaster, epidemic and/or any act or event beyond our reasonable control.
- VII. The Company reserves the right to terminate a Club without notice before or during a Membership. A full refund of outstanding session fees will be given for sessions not completed. The Company will have no other liability owing.

9. Limitation of liability

- I. The parent or carer agrees that any claim made against Ruggerrooz will be made in writing within 14 days of the incident taking place and failure to report in writing within this time will negate/void any such claim. The notification will then be forwarded on to our insurers. The claim cannot be made directly against Brett McNamee. To this end the maximum aggregate liability for RuggerRoоз will not exceed the total fee.
- II. Neither RuggerRoоз, Lead coach, coaches assistant nor any other servant accepts responsibility in respect of loss, damage or expense incurred by member, parent or carer during a RuggerRoоз class.
- III. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by negligence of RuggerRoоз, Coaches, Coaching Assistant nor any other employee, agent and/or other representatives that affects the statutory rights of the Parent or Members.

10. Data Protection

- I. By agreeing to these terms and conditions the parent consents that the data provided (non financial) can be shared within the RuggerRoоз organisation. .

11. RuggerRoоз Standards

- I. All lead coaches have completed their RFU Qualifications and either hold an RFU Level 1 Qualification or First Aid certificate.
- II. RuggerRoоз lead coaches hold the relevant enhanced CRB certification available on request.

12. General

- I. Ruggerooz holds Public Liability insurance of up to £5,000,000
- II. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- III. These Terms & Conditions constitute to an entire agreement between the parties here to and supersedes prior agreements and understandings between the parties.
- IV. This contract shall be governed by the laws of England and the parties submit to exclusive jurisdiction of the English courts.