



## TERMS & CONDITIONS FOR PARTICIPATION IN ALL ATHLETE EVOLUTION SERVICES

All appointed coaches at Athlete Evolution are fully qualified with the National Governing Body, and are DBS-Checked.

All coaching activities are covered by Athlete Evolution's Insurance Policy which carries both public liability insurance to the value of up to £1M for all Athlete Evolution activities.

Though the coaching activities are insured, all participants (and parents/guardians of participants if aged under 18) are assumed to be fully aware of the following conditions of participation in our coaching activities and will be asked to confirm you are aware of and agree to these terms and conditions as a pre-requisite of any and all accepted applications or bookings.

In signing up to any of our coaching sessions or experience days and confirming you have read these terms and conditions, the following points are assumed to be accepted and agreed to by the participant (or parent/guardian if the participant is under 18).

### **1 Definitions.**

- 1.1. "Parent" means a parent or legal guardian who will be responsible for the payment of the Fees and who is the contracting party to this contract
- 1.2. "Athlete Evolution" means the company or person with whom you have entered into this agreement.
- 1.3. "Course" means any of the Athlete Evolution managed coaching sessions which you are attending or enrolling on. These sessions include, but are not limited to, coaching sessions and experience days.
- 1.4. "Registration Form" means the form relating to the Registration or re-Registration of the player on the course.
- 1.5. "Fee" means the monetary cost per course as specified on the Registration form.
- 1.6. "Coach" means the individual(s), assigned by Athlete Evolution to deliver the Course. Whilst every effort will be taken to maintain the consistency of the Coaches during the Course, Athlete Evolution unreservedly retains the right to change the coaching staff where necessary.
- 1.7. "Premises" means the premises where the Course takes place. Whilst every effort will be taken to maintain consistency of coaching sessions running each Friday evening during school term time, the premises retain the right to inform Athlete Evolution that the



sports hall is unavailable due to school events. Parents will be contacted at earliest convenience and details will be communicated via social media.

- 1.8. "Child" means the child attending the course, whose details are specified by the Parent or Carer on the Registration Form.
- 1.9. "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Athlete Evolution and the parent.

## **2 Acceptance of Terms and Conditions.**

- 2.1. All agreements relating to the teaching of the Course by the Athlete Evolution to the Child are subject to these Terms to the exclusion of all other terms and conditions.
- 2.2. No variation or addition to the Terms shall be binding unless agreed in writing by Athlete Evolution and the Parent.
- 2.3. The Terms shall be deemed to have been accepted by the Parent upon payment of the Fee by or on behalf of the Child. Payment by the Parent shall be deemed to have been made on behalf of the Child.
- 2.4. The Parent agrees to keep the content of the Course, and all associated intellectual and material property, confidential and not to copy or use any aspect of the Course directly or indirectly without the express written permission from Athlete Evolution. The Parent agrees not to directly or indirectly manage, operate, or assist in the organisation of any business which competes with the Course while the Child is a member of the Course and for a period of 12 months after the Child leaves the Course.

## **3 Fees and Payment.**

- 3.1. The Parent shall pay the whole Fee to Athlete Evolution prior to the Child commencing the Course unless alternative arrangements have been made in writing with an authorised representative of Athlete Evolution.
- 3.2. Payment for the Course is to be processed online via BACS (bank transfer), cash fee or point of sale payment using SumUp, using the details provided at the point of registration.
- 3.3. When paying via SumUp online, we will accept the following cards as viable means of payment: Visa, MasterCard, , American Express, Apple Pay.



## 4 Refund Policy

- 4.1. In the event of a Child cancellation **7 days** before the first day of the Course, the Parent will retain the option of a 100% Course credit, fully redeemable in line with Clause 4.4, or receive a 75% cash refund (25% of the registration fee will remain with the Athlete Evolution to cover administration and weighted losses against the cancellation).
- 4.2. In the event of a Child cancellation **6 days or less** before the first day of the Course, no refunds or credits will be issued, unless the Child is injured as detailed in 4.3.
- 4.3. If a Child reports a documented injury prior to the Course and is unable to attend due to injury, a **100% credit** for a place at a future Course will be issued to the Parent. Credits are issued only for injuries supported by a letter from a certified doctor, upon notification, which must be issued in advance of the Course.
- 4.4. Authorised Course credits are redeemable against any available Athlete Evolution managed Course, which include (but are not limited to) coaching sessions and experience days. Credits continue to be valid for 12 months after the date of issue until such time as the credit has been redeemed. At the end of 12 months, any unused credit will cease to be valid.
- 4.5. Once the Course has begun, the Fee is non-refundable under any circumstances.
- 4.6. If Courses are cancelled as a result of an "Act of God" (e.g. disruption resulting from extreme weather conditions, earthquakes, etc), strikes, terrorist activity, or where local authorities/public guidance advise that classes should be temporarily suspended for health or other reasons, then no refunds will be given, however, a credit will be issued to all registered Child's, which is to be redeemed at the rescheduled date of the intended Course. If the Child is unable to attend the event on the rescheduled date, the credit will roll-over to the next available Course and continue to be valid for 12 months after the date of credit receipt or until such time as the credit has been redeemed. At the end of 12 months, any unused credit will cease to be valid.
- 4.7. In the event of a refund is due in whole or part of the Fee, Parents will be refunded by BACS within 30 days of the refund being agreed. It is the responsibility of the Parent to provide the correct bank details into which any refund is transferred to.

## 5 Cancellation.

- 5.1. Athlete Evolution reserves the right to cancel this contract at any time before the Child commences the Course for any reason whatsoever. Athlete Evolution shall not be liable for any loss or damage whatsoever arising from such cancellation.



5.2. In the event of cancellation by Athlete Evolution prior to the commencement of the Course by the Child, not related to Clause 4.6, Athlete Evolution will refund any fees outstanding within 30 days of the scheduled Course.

## 6 Parent's Responsibility.

6.1. The Parent warrants and represents that:

6.1.1. The information set out in the submitted registration form is accurate in all respects and the Parent will notify Athlete Evolution of any change in such information immediately.

6.1.2. When attending the Course, the Child will not be suffering from any contagious illness, disease, or anything similar thereto.

6.1.3. The Child is in good health and does not have any medical condition that should prevent the Child from safely participating in the Course. I agree to inform Athlete Evolution, immediately of any changes to the Child's medical circumstances either prior to or during the event.

6.2. Assumption Of Risk. In giving permission for the Child to participate in the Course the Parent understands and agrees that:

6.2.1. Participation in or attendance at the Course involves inherent risks and dangers of accidents, serious personal and bodily injury, and property loss or damage. The Parent understands and has considered and evaluated the nature, scope, and extent of the risks involved, and voluntarily and freely chooses to assume those risks on behalf of the named Child.

6.2.2. Athlete Evolution will not provide the Child with any health, life, medical or liability insurance for any loss or damage that may arise in connection with participation in or attendance at the Course, apart from any direct and proven professional negligence administered by Athlete Evolution and/or appointed staff.

6.3. Film and Video Release and Permission. In consideration of Athlete Evolution allowing the Child's participation on the Course, the Parent acknowledges and agrees that:

6.3.1. Athlete Evolution may be photographing or filming the Child during the Course for technical review, advertising, promotional, or any other commercial purposes. In registering for the Course and paying the Fee, the Parent irrevocably grants Athlete Evolution, their named affiliates, successors, assigns, and licensees the unlimited permission to use, throughout the world and without any compensation, any photograph, video, image, interview or sound in any media of its choice relating to



the Child's, image, likeness, voice and demographical information in any media of its choice, including but not limited to televisions, DVDs, films, radios, newspapers, magazines, websites, catalogues, brochures, displays for the purpose of advertising, promotion, social media posts or any other commercial purpose in connection with the Event and related activities.

- 6.3.2. If the Parent does not want the Child to be included in any media, the Parent reserves the right to request the Child's image or likeness to be removed or blurred from any media produced to which Athlete Evolution will comply, within reason. In such an instance, it is the responsibility of the Parent to contact Athlete Evolution and request the Child is removed or excluded from any photoshoots or filming sessions prior to the Course. If this request is made after the commencement of the Course, while Athlete Evolution will exercise best endeavours to edit or remove the Child from any media he/she may be featured in, the Parent agrees that this may not always be possible.

## **7 Discipline and Behaviour.**

- 7.1. In the event that Athlete Evolution determines the behaviour of the Child or Parent to be unacceptable, the Athlete Evolution reserves the right to exclude the Child from the Course permanently or for such period as Athlete Evolution shall (in its entire discretion) determine.
- 7.2. The standard of behaviour which is to be regarded as unacceptable at a Course or on Premises shall be determined by Athlete Evolution and is guided by the Code Of Conduct.
- 7.3. In the event of an exclusion of a Child from a Course, on the grounds of unacceptable behaviour, all fees paid for the Course are non-refundable.

## **8 Exclusion of Liability.**

- 8.1. Except in the case of fraud and subject to clause 8.4, Athlete Evolution, its coaches, servants, employees or agents accept no responsibility under any circumstances for any loss (consequential or otherwise), damage, expense or delay suffered or incurred by the Parent, the Child or any other party arising directly or indirectly or in any way connected with the attendance of the Child at the Course (or any part of it) or any other act or omission on the part of Athlete Evolution or any of its coaches, employees or agents even if such act or omission is negligent.
- 8.2. The Parent agrees (for and on behalf of the Parent and the Child) that any claim by the Parent or the Child against Athlete Evolution or any coach, employee, or agent of Athlete Evolution must be brought within 30 days of the event that gave rise to such claim. Any claim made thereafter shall be time-barred.



8.3. The Parent acknowledges, warrants, and undertakes (for and on behalf of the Parent and the Child) that the maximum aggregate liability of Athlete Evolution to the Parent and/or Child under these terms shall not exceed the Fee.

8.4. 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 the negligence of Athlete Evolution, its coaches, servants, employees, or agents or affects the statutory rights of the Parent or Child.

## 9 **General.**

9.1. Any notices to be sent by either party to the other shall be sent by email to the address of the relevant party and shall be deemed to have been received by the addressee once acknowledged by the recipient via return email.

9.2. The failure by either party to enforce at any time, or for any period, any one or more of the obligations arising under these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all the obligations arising under these Terms.

9.3. The Parent, in agreeing to the terms of this contract, consents to their data being shared with other companies strictly within the Athlete Evolution Group. This will be used only to the extent of informing the Parent of related opportunities and services to the Course.

9.4. The Parent reserves the right to opt-out or be removed from any mailing list or database held by the Athlete Evolution and its successors, upon request.

9.5. These Terms constitute the entire agreement between the parties hereto and supersede all prior agreements and understandings between the parties. It is agreed that no statement, promise or inducement whether written or oral alleged to have been made by either party and which is not contained herein shall be binding or form part of this Agreement.

9.6. This entire agreement shall be governed by English Law and shall fall under English jurisdiction.