

COACHING AGREEMENT

TERMS AND CONDITIONS

Introduction

Welcome to Junior Touch Academy.

In these terms, we also refer to Junior Touch Academy as “**our**”, “**we**”, or “**us**”.

And you are you!

These terms will apply between Chloe Anne Autridge ABN 90 485 176 891 t/as Junior Touch Academy (**Junior Touch Academy**, “**our**”, “**we**” or “**us**”) and the Client (“**you**” or “**your**”) when you sign up for touch rugby sessions with us (**Services**).

Before you purchase Junior Touch Academy’s Services on behalf of your child, please read this agreement carefully. If you don’t agree with the terms here, please don’t purchase the Services.

By signing this document, or otherwise proceeding to engage with our Services, you agree to be bound by these terms.

TERMS AND CONDITIONS

DISCLAIMER

At Junior Touch Academy, our goal is to provide a fun and safe environment for our students to develop physical skills and to give them a feel for touch rugby as a sport. If you are unsure about using and engaging in the Services, please seek professional medical advice before committing to participating in a Coaching Session.

Juniors aged 2-6 years old

Parents/Legal Guardians of Participants aged 2-6 years old must remain at the premises throughout the duration of a Coaching Session. This policy is in place to ensure the safety, comfort and well-being of our students as our coaches may not be able to provide the immediate attention, assistance or emotional support that young Participants require at this age, while still maintaining an effective coaching environment for all Participants.

Juniors aged 2-4 years old

Parents/Legal Guardians of Participants aged 2-4 years old are required to actively participate in a Coaching Session along with their children. This policy is designed to enhance the learning experience of the child, foster a supportive environment and to ensure the child’s safety and well-being as participants at this young age learn best through interaction and engagement with familiar adults. For clarity, Junior Touch Academy reserves the right to refuse coaching the Participant if their Parent or Legal Guardian is not present and/or does not want to be actively involved in the Coaching Session.

- (a) (**Risk of injury**) You understand and acknowledge that participating in a Coaching Session involves the potential for the Participant to suffer physical injury, which may be serious or disabling. Participation in the Coaching Session is at the Participant’s own risk with full knowledge of the dangers involved, including risk of physical injury, injury from equipment use, injury from contact with other participants, muscle and ligament strains, bruising, aggravation of a pre-existing injury, broken or fractured bones, illness due to the effects of the weather, including high heat and/or humidity, or even death.
- (b) (**Pre-existing injury**) If the Participant has any pre-existing injury, medical condition or illness, you must inform Junior Touch Academy before the Participant participates in a Coaching Session. If participating in a Coaching Session might increase the Participant’s

risk of further injury, or it is unsafe to the Participant, the Participant must not participate in the Coaching Session. If the Participant does participate in the Coaching Session, they participate entirely at their own risk.

- (c) **(Personal circumstances)** As physical exercise can be strenuous, Junior Touch Academy urges the Client to consider if the Coaching Session is right for the Participant, having regard to their personal circumstances, including any health conditions and their physical fitness. You agree and acknowledge that when a Participant participates in the Coaching Session they participate entirely at their own risk.
- (d) **(Results not guaranteed)** Junior Touch Academy makes no representations or warranties that a Coaching Session will bring about any particular result, outcome or improvement. You acknowledge and agree that participation in a Coaching Session does not guarantee any particular result or outcome and that results differ for each Participant depending on personal circumstances.
- (e) **(Not medical advice)** All information and recommendations provided by Junior Touch Academy, including information that is provided by Junior Touch Academy personnel in the course of providing a Coaching Session, on the Website or via email or over the phone, is general in nature and is not intended to be professional advice, a medical diagnosis or treatment of any kind and should not be relied upon as such. Any reliance on or use of such information is entirely at your own risk and Junior Touch Academy is not liable for any loss or damage suffered as a result of or in connection with such reliance.
- (f) **(Consult medical professional)** Junior Touch Academy highly recommends consulting a medical professional before participating in any Coaching Session, particularly in circumstances where the Participant has a pre-existing medical condition, illness or injury that may place the Participant at a greater risk of suffering an injury.

1 GENERAL

- (a) Chloe Anne Autridge ABN 90 485 176 891 t/as Junior Touch Academy (**Junior Touch Academy**) provides touch rugby coaching services (**Coaching Sessions**) to juniors aged between 2 and 12 years old. These terms and conditions (**Terms**) govern Junior Touch Academy's supply of the Coaching Sessions to you.
- (b) If you are a parent or legal guardian entering into these Terms on behalf of a child who is under 18 years of age (**Child**):
 - (i) you acknowledge that the safety of the Child at the premises is your responsibility before and after the Coaching Sessions;
 - (ii) you indemnify and hold harmless Junior Touch Academy for any claim attempted to be made by the Child on the basis of a claim that the Child is a third party to these Terms (and otherwise indemnify Junior Touch Academy in accordance with these Terms); and
 - (iii) you consent to Junior Touch Academy engaging with the Child for the purpose of providing the Coaching Sessions as set out in these Terms.
- (c) For the avoidance of doubt, parents of children who participate in our Coaching Sessions are referred to as the Client in these Terms. All participants in the Coaching Sessions, are referred to as a Participant in these Terms (**Participant**).
- (d) Capitalised words and phrases used in these Terms have the meanings given to that word or phrase by the word immediately preceding any bolded and bracketed word(s) or phrase(s).

2 AGREEMENT

- (a) By making a booking for a Coaching Session through the website located at www.juniortouchcademy.com.au (**Website**) or otherwise making payment for a Coaching Session to Junior Touch Academy (**Booking**), the Client:
 - (i) agrees to be bound by these Terms; and
 - (ii) warrants they are authorised to use the debit or credit card used to make a Booking.

- (b) Making a Booking or otherwise making payment for a Coaching Session constitutes the Client's intention and offer to enter into a binding legal agreement, where Junior Touch Academy will provide the Participant with the Coaching Sessions they have purchased in exchange for payment of the Fees (defined in clause 5(a)). An agreement is not formed until the Client receives an email or other written notification from Junior Touch Academy confirming the Client's Booking.
- (c) Junior Touch Academy may change these Terms at any time by updating this page of the Website, and the Client's continued use of the Website following such an update will represent an agreement by the Client to be bound by the Terms as amended.

3 DETAILS OF COACHING SESSIONS

The details of Coaching Sessions offered by Junior Touch Academy, including fees, timetables, schedules, and inclusions are as set out on the Website from time to time or as communicated to the Client in writing.

4 COACHING SESSIONS

4.1 BOOKING

- (a) Once you have made a Booking for a Coaching Session or you have committed to a series of Coaching Sessions in accordance with Junior Touch Academy's term timetable, you will receive an email from Junior Touch Academy confirming the time(s), date(s) and location(s) of the Coaching Sessions you have purchased.
- (b) It is your responsibility to ensure that you and/or the Child attends the Coaching Session at the specified time, date and location.

4.2 TRIAL SESSIONS

From time to time, Junior Touch Academy may offer trial sessions at our sole discretion. These sessions are intended to provide potential participants with an opportunity to experience our coaching sessions before making a commitment. The availability, frequency, and format of these trial sessions may vary and are subject to change based on our operational capabilities and strategic considerations.

4.3 PRE-TRAINING QUESTIONNAIRE

- (a) Prior to participating in a Coaching Session, you may be required to complete a questionnaire on the Website (**Questionnaire**). You warrant that any information you provide to us about the Participant in a Questionnaire will be accurate, honest and up-to-date.
- (b) You acknowledge and agree that:
 - (i) the program of a Coaching Session is not developed for the specific requirements or needs of any individuals; and
 - (ii) Junior Touch Academy will not modify or amend a Coaching Session as a result of any information provided in the Questionnaire, including any pre-existing injuries, medical condition or illness that a Participant may have.

4.4 GENERAL REQUIREMENTS

- (a) (**Clothing**) All Participants must wear suitable clothing to a Coaching Session. Junior Touch Academy reserves the right to cancel the Participant's Coaching Session if Junior Touch Academy determine their clothing or footwear are unsuitable, and you will not be entitled to a refund of the Coaching Session. **For clarity, Junior Touch Academy requires all Participants to wear closed-in active appropriate footwear and the uniform singlet which is purchased at the point of registration during a Coaching Session.**
- (b) (**Behaviour**) All Participants must participate in a Coaching Sessions in a polite, safe and respectful manner, and in accordance with any instructions provided by Junior Touch Academy personnel and they must not be disruptive or inappropriate.

4.5 MEDICAL

- (a) You are responsible for ensuring that the Participant has all prescribed medications, such as for asthma or diabetes, which the Participant may require from time to time, on their person at all times while participating in the Coaching Session.
- (b) You acknowledge and agree that in the event that a Participant suffers an accident or injury while participating in the Coaching Session, first aid may be administered to the Participant and emergency services may be called at your cost.

4.6 HEALTH AND SAFETY DURING TRAINING SESSION

The Client warrants that the Participant must:

- (a) comply with all safety guidelines, instructions and/or rules that Junior Touch Academy provide to the Participant in relation to participating in the Coaching Session;
- (b) stop participating in any Coaching Session and alert Junior Touch Academy immediately if the Client or the Participant has any concerns about their health or safety during the Coaching Session or if they start feeling dizzy, faint, unwell or feel any unusual pain during the Coaching Session;
- (c) use all equipment provided by Junior Touch Academy in a Coaching Session in accordance with Junior Touch Academy' safety guidelines and instructions;
- (d) not participate in a Coaching Session under the influence of alcohol or illicit substances;
- (e) not participate in a Coaching Session if ill, injured or otherwise feeling unwell; and
- (f) warm-up prior to participating in a Coaching Session.

4.7 PHOTOS AND VIDEOS OF PARTICIPANTS

- (a) Junior Touch Academy may photograph or record any part of a Coaching Session, including taking group or individual photos or video footage featuring the Participant (**Media**). For clarity, Junior Touch Academy will not photograph or record the Participant if requested by the Client.
- (b) The Client acknowledges and agrees that:
 - (i) Junior Touch Academy may use the Media and the Participant's image/s for the purpose of marketing and promotional material, including using the Media on Junior Touch Academy' website, social media pages and other channels;
 - (ii) you assign (including as a present assignment of future copyright) and transfer to us all right, title and interest (including intellectual property rights) in and to the Media, free from any encumbrances or other security interests, including all rights, claims, demands, causes of action, rights of action past, present or future arising out of, or in relation to, the Media; and
 - (iii) you release us from, and indemnify us against, all claims, actions, demands and liabilities in relation to the creation of Media, which you or the Participant may have against us.
- (c) If you wish to photograph or record a Participant at the premises, you acknowledge and agree to:
 - (i) only do so when you have obtained the prior consent of a coach or representative of Junior Touch Academy;
 - (ii) only photograph or record your Child or yourself; and
 - (iii) provide accreditation to "Junior Touch Academy" by watermark, reference, tagging or hashtag if you publish such images or videos.
- (d) Despite this clause 4.7(c), we reserve the right to require you to remove any images or videos that include our Services or remove any accreditation to us.
- (e) For the avoidance of doubt, we retain ownership of all materials (including images or videos) on or in our Website, social media platforms, podcasts or in any other medium published by us, and you are not permitted to reproduce or publish that material without our express written consent.

5 PAYMENT

- (a) You must pay the fees (**Fees**) for the specific Coaching Session(s) that you have chosen in the amounts and at the times set out on our Website or as otherwise agreed with you in writing.
- (b) All Fees on our Website or as otherwise advised to you are:
 - (i) in Australian Dollars; and
 - (ii) subject to change prior to you completing a Booking without notice.
- (c) (**Payment obligations**) Unless otherwise agreed in writing:
 - (i) if Junior Touch Academy issues an invoice to you, payment must be made by the time specified in such invoice; and
 - (ii) in all other circumstances, you must pay for all Coaching Sessions prior to participation.
- (d) (**GST**) Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by Junior Touch Academy, you must pay the GST subject to Junior Touch Academy providing a tax invoice.
- (e) (**Card surcharges**) Junior Touch Academy reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (f) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for the Services. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (g) (**Direct debit**) Junior Touch Academy may offer a direct debit payment option. If you choose to make payment through direct debit, you agree to:
 - (i) enter into any direct debit agreement or arrangement as required by our Payment Provider;
 - (ii) authorise us to charge your bank account or credit card in advance in line with any direct debit authorisation form and/or direct debit agreement;
 - (iii) ensure that there are sufficient funds available in your account to allow our Payment Provider to debit the Fees payable;
 - (iv) acknowledge and agree that there may be additional payments required from the Payment Provider if you miss or fail to make any payment and these terms are separate and in addition to these terms;
 - (v) accept all responsibility for all recurring charges prior to your termination of the Services. Accordingly, you will need to contact us via our Website or as otherwise advised to terminate your authorisation or change your payment method.
- (h) (**Pricing errors**) In the event that we discover an error or inaccuracy in the price at which our Services are purchased, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing the Services at the correct price or cancelling your Booking. If you choose to cancel your Booking and payment has already been debited, the full amount will be credited back to your original method of payment.

6 GIFT CARDS, VOUCHERS AND DISCOUNT CODES

6.1 GIFT CARDS

We may issue gift cards for use on our Website (**Gift Cards**).

- (a) Gift Cards are valid online at our Website and are redeemable through our checkout in accordance with the process set out on the Gift Card or otherwise communicated to you.

- (b) Gift Cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable and cannot be exchanged for cash, a discount, or anything else other than our Services.

6.2 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional materials and discount codes offering a discount on the Services (**Discount Code**). To use a Discount Code, you will need to enter the code provided to you at checkout.
- (b) A Discount Code cannot be applied retrospectively to a Booking. Discount Codes are non-transferrable and cannot be redeemed for cash or store credit.
- (c) If any additional terms or conditions apply to the Discount Code, these will be provided to you when you receive the Discount Code.

7 REFUNDS, CANCELLATIONS AND RESCHEDULING

7.1 REFUNDS

You acknowledge and agree:

- (a) that the Fees (including any deposit) are non-refundable for change of mind, subject to our absolute discretion; and
- (b) that no refund will be given (including for a deposit) where a Coaching Session is unused or missed by a Participant for any reason, including where a Participant is sick or injured. Coaching Sessions will be regarded as forfeited if they are missed by a Participant.

7.2 CANCELLATION BY JUNIOR TOUCH ACADEMY

- (a) We reserve the right to reschedule your Coaching Session at any time and for any reason, including as a result of inclement weather, any decision of a government authority in relation to COVID-19 or any threat of COVID-19 beyond our reasonable control. Junior Touch Academy will notify you of this as soon as possible if we need to cancel a booked Coaching Session and will offer you:
 - (i) a refund for the missed Coaching Session; or
 - (ii) a credit for a Coaching Session in the next term.
- (b) If Junior Touch Academy cancels a Coaching Session because of the Client or the Participant's conduct that Junior Touch Academy considers to be inappropriate or disruptive (in breach of clause 4.4(b)), Junior Touch Academy will not refund any Fees.

8 RATINGS & REVIEWS

- (a) We may allow you to rate our Services (**Rating**) and/or provide feedback to us regarding our Services (**Review**), including by submitting a photo with the Review (**Photo**), on the Website or our social media platforms.
- (b) You agree:
 - (i) to ensure that any Rating is a true and fair reflection of your opinion regarding a Service;
 - (ii) to provide true, fair and accurate information in your Review; and
 - (iii) that you will not submit a Photo that may be deemed rude, offensive, unlawful and otherwise inappropriate, and you acknowledge that you have obtained the consent of any party in a Photo to submit the Photo to us.
- (c) You acknowledge that we may copy, publish, distribute, translate and otherwise use any Rating and Review (including any Photo) on the Website and any of our social media platforms.
- (d) We reserve the right to remove or delete any Rating or Review (including any Photo), in our sole discretion, that such Review is inappropriate.

9 INTELLECTUAL PROPERTY

- (a) The Client will not acquire Intellectual Property Rights in any Junior Touch Academy IP under these Terms or as part of receiving a Coaching Session.
- (b) For the purposes of this clause 9:
 - (i) "**Junior Touch Academy IP**" means the Material produced, owned or licenced by Junior Touch Academy prior to or developed in the course of providing the Coaching Sessions, either alone or in conjunction with the Client, Child or others, and any Intellectual Property Rights attaching to that Material.
 - (ii) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the time of Booking, whether registered or unregistered.
 - (iii) "**Material**" means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

10 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.
- (b) Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

11 LIABILITY

- (a) (**Liability**) To the maximum extent permitted by applicable law, Junior Touch Academy limits all liability in aggregate of all claims to you (and any third parties who encounter the services or goods through you) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by Junior Touch Academy to the total Fees paid by you to Junior Touch Academy under the most recent Booking.
- (b) (**Indemnity**) You indemnify Junior Touch Academy and its employee, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through you) arising from your or your representatives':
 - (i) breach of any of these terms; or
 - (ii) negligent, wilful, fraudulent or criminal act or omission.
- (c) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Junior Touch Academy be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any services provided by Junior Touch Academy (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

12 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these Terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

- (b) A party that requires resolution of a dispute which arises under or in connection with these Terms must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

13 FORCE MAJEURE

- (a) If Junior Touch Academy becomes unable, wholly or in part, to carry out an obligation under these Terms (other than an obligation to pay money) due to a Force Majeure Event, Junior Touch Academy must give to the Client prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which Junior Touch Academy will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 13 the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) Junior Touch Academy must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of these Terms, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of Junior Touch Academy;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of Junior Touch Academy, to the extent it affects Junior Touch Academy' ability to perform its obligations.

14 GENERAL

14.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

14.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

14.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

14.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

14.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

14.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

14.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

14.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$, or "dollar", is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

15 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in this agreement, and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.