

**SBRugby Programme - Terms & Conditions**

**1. Definitions**

- 1.1. "Carer" means the person / persons who attend the session or any part of it, with the player.
- 1.2. "Coach" means the individual(s), contracted or employed by SB Tchoua Consulting Ltd to teach the session.
- 1.3. "Fee" means the monetary cost per session as specified on the registration form.
- 1.4. "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.
- 1.5. "Player" means the player attending the session, whose details are specified by the Parent or Carer on the Registration Form.
- 1.6. "Premises" means the premises where the session takes place.
- 1.7. "Registration Form" means the form relating to the registration or re-registration of the Player on the session.
- 1.8. "SB Tchoua Consulting Ltd" means the company whom you have entered into this agreement with.
- 1.9. "Serge Betsen Rugby" means the multisports coaching programme developed by SB Tchoua Consulting Ltd.
- 1.10. "Session" means the Serge Betsen Rugby coaching session described in the brochure or on the website for any after-school programme, tournament, birthday party or holiday camp.
- 1.11. "Terms" means the terms and conditions set out in this document and any special terms and conditions agreed in writing by Serge Betsen Rugby and the Parent.

**2. Acceptance of Terms and Conditions**

- 2.1. All agreements relating to the teaching of the Session by Serge Betsen Rugby to the Player 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 SB Tchoua Consulting Ltd 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 Parent. Payment by the Carer shall be deemed to have been made on behalf of the Parent.
- 2.4. The Parent and/or Carer agree to keep the content of the Serge Betsen Rugby Session confidential and not to copy or use any aspect of the Serge Betsen Rugby Programme directly or indirectly.
- 2.5. The Parent and/or Carer agrees not to directly or indirectly manage, operate or assist in the organisation of any business which competes with Serge Betsen Rugby while the Player is a member of Serge Betsen Rugby and for a period of two years afterwards. Such restriction applies for London only.

**3. Bookings, Payments**

- 3.1. The Serge Betsen Rugby team will not accept players into classes that have not been booked into sessions in advance.
- 3.2. Participants must be pre-registered prior to the start date of the Session and all bookings are taken on a first come first serve basis.
- 3.3. Bookings can be made via transfer or through our secure website only. Once a booking is received, confirmation and a receipt will be sent via email to the specified address. SB Tchoua Consulting Ltd is not liable for the delivery failure of any receipts sent to incorrect email addresses.
- 3.4. SB Tchoua Consulting Ltd only accepts debit or credit card payments. No cheques or cash will be accepted under any circumstance.
- 3.5. SB Tchoua Consulting Ltd does not issue refunds or credit notes under any circumstances.

**4. Cancellation**

- 4.1. SB Tchoua Consulting Ltd may cancel this contract at any time before the Player commences the Session for any reason whatsoever. SB Tchoua Consulting Ltd shall not be liable for any loss or damage arising from such cancellation.

**5. Parent's Responsibility**

- 5.1. The Parent warrants and represents that:
  - 5.1.1. The information set out in the Registration Form (whether or not completed and/or signed by the Parent) is accurate in all respects and the Parent will notify Serge Betsen Rugby of any change in such information immediately.
  - 5.1.2. When attending the Session, neither the Player nor the Carer will be suffering from any illness, disease or anything similar thereto.
  - 5.1.3. The Parent acknowledges and agrees that the Player shall be deemed to be under the direction, care and control of the Carer throughout the course and the Carer shall be responsible for the welfare and conduct of the Player throughout the course and whilst the Player is on the Premises.

5.1.4. The Parent shall indemnify and keep indemnified SB Tchoua Consulting Ltd against all loss (including loss of profit), liability, costs and expenses which SB Tchoua Consulting Ltd shall incur directly or indirectly as a consequence of any action or inaction of the Parent, the Carer or the Player.

## **6. Discipline**

- 6.1. In the event that Serge Betsen Rugby determines the behaviour of the Player and/or the Carer to be unacceptable, Serge Betsen Rugby shall be entitled to exclude the Player and the Carer (or either of them) from the course and Premises permanently or for such period as Serge Betsen Rugby shall (in its entire discretion) determine.
- 6.2. The standard of behaviour which is to be regarded as unacceptable at a Session or on Premises shall be determined by Serge Betsen Rugby.

## **7. Exclusion of Liability**

- 1.1. Except in the case of fraud, SB Tchoua Consulting Ltd, its coaches, servants, employees, contractors 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 Player or any other party arising directly or indirectly or in any way connected with the attendance of the Player at the Session (or any part of it) or any other act or omission on the part of SB Tchoua Consulting Ltd or any of its coaches, servants, employees, contractors or agents even if such act or omission is negligent.
- 1.2. The Parent agrees (for and on behalf of the Parent and the Player) that any claim by the Parent or the Player against SB Tchoua Consulting Ltd or any coach, employee, contractor or agent of Serge Betsen Rugby must be brought within 30 days of the event that gave rise to such claim. Any claim made thereafter shall be time barred.
- 1.3. The Parent acknowledges, warrants and undertakes (for and on behalf of the Parent and the Player) that the maximum aggregate liability of SB Tchoua Consulting Ltd to the Parent and/or Player under these terms shall not exceed the Fee.
- 1.4. 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 SB Tchoua Consulting Ltd, its coaches, servants, employees or agents or affects the statutory rights of the Parent or Player.

## **8. General**

- 8.1. Any notices to be sent by either party to the other shall be sent by pre-paid recorded delivery or registered post or hand delivered to the address of the relevant party and shall be deemed to have been received by the addressee within 48 hours of posting if sent by post and immediately if hand delivered. SB Tchoua Consulting Ltd does not accept service of documents by email or fax.
- 8.2. 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.
- 8.3. 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 of which is not contained herein shall be binding or form part of this Agreement.
- 8.4. This entire agreement shall be governed by English Law and shall fall under English jurisdiction.

## **9. Serge Betsen Rugby Policies**

- 9.1. Cancellation policy.  
Serge Betsen Rugby does not issue refunds on bookings. We will do our best to accommodate you should you need to move a booking to an alternative class, but this is subject to availability and cannot be guaranteed.
- 9.2. Same-day booking policy.  
Please note that we are unable to accept any bookings on the day of the class – for safety and security reasons we need at least one working day's notice for any session you wish to book. Please do not turn up to the class without having booked beforehand – this will only cause disappointment for your player when they are unable to take part.
- 9.3. What happens in the event of bad weather?  
Serge Betsen Rugby will do its best to make classes available regardless of weather conditions. Our coaches will always be at your session unless you are notified in advance due to health and safety reasons (severe snow, for instance). Please note that we do not offer refunds in the event of poor weather.