



## **Academy Course Terms and Conditions**

### **1. Refunds and Cancellation**

1.1 Cancellation Notification greater than 10 days prior to program – full refund completed through the payment method the original booking was received.

1.2 Cancellation between 5-10 days prior to program – 75% refund.

1.3 Cancellation less than 5 days – Apex RLA will undertake best endeavours to use the space made available because of your cancellation. If the place is filled, we will provide a credit to be applied to another program. If we are unable to fill that space no refund or credit will be provided.

1.4 If a booking is cancelled due to prolonged medical reasons, a credit will be provided if validated with a medical certificate. No refunds will be given.

1.5 If a participant is unable to make a single session due to illness, a credit will be issued as long as notification has been made prior to the commencement of that particular session.

1.6 Refunds will not be given for partial attendance of any program. In exceptional circumstances, Apex RLA will offer an alternative session/s or credit.

1.7 Cancellation due to Wet Weather – most programs continue during light rain. If for any reason a session or programme is cancelled due to wet weather no refund will be given, however all booked and paid participants will be entitled to a credit to book another session or program. Where possible additional catch-up sessions will be offered at a later date. Participants will be notified of a wet weather cancellation through the Academy's social media platforms or by contacting ph: 0425 344 353.

### **2. Behaviour Guidelines**

2.1 All participants have the right to be involved in a positive and safe sporting environment and as such any form of bullying, inappropriate comments or touching of any kind will not be tolerated.

### **3 Actions for behaviour management**

Failure for any participant to uphold the behaviour guidelines may result in the following:

3.1 Apex RLA coaches will remind the participant about appropriate behaviour.

3.2 If inappropriate behaviour persists either:

3.3 Supervision will be increased, for example bring the participant closer to the coach

3.4 The participant may be removed from the group for a short time (5- 10 minutes) to give them time to reflect on their actions.

3.5 Depending on the severity and persistence of the misbehaviour, parents are contacted.

3.6 If a participant's behaviour does not improve despite all efforts, Apex RLA may have to ask the parents to remove the participant from the program.

3.7 No refund of the course fee will be provided to participants removed for behavioural reasons.

#### **4. Waiver Declaration**

**A signed copy of the Waiver Declaration must be submitted to Apex RLA prior to the commencement of the participants first session. This waiver covers the participant for all future courses with Apex RLA. The Waiver Declaration will be supplied electronically after registration. The Declaration is as follows:**

4.1 Participation in the Rugby League program ('the program') supplied by Apex Rugby League Academy ('Service Provider') involves significant risks, including the risk of personal injury and death. Particular risks include, but are not limited to:

4.2 a. injury to the participant or myself (adult), or damage to property arising out of or in connection with participation in such program whether such damage, injury or loss be caused by the act, neglect or default of the service provider or service provider agents or other participants in the organisation or otherwise.

4.3 Before you participate in the program, you should ensure that you are aware of, and properly understand, all of the risks involved in the program, and that those risks will include any particular risks associated with any health condition or pre-existing disability from which you suffer.

4.4 By signing this document, you acknowledge, agree and understand that you engage or participate in the program voluntarily and at your own risk in full knowledge of the risks generally and particular risks described above.

4.5 If signing this document as a parent, guardian or responsible person performing parenting responsibilities, you acknowledge and agree that you have explained to the participant that the program provided by the Service Provider may involve risks generally; and the particular risks described above.

4.6 By signing this document, you also acknowledge, agree and understand that the risk warning above constitutes a formal 'risk warning' for the purposes of the relevant legislation, including for the purpose of:

Section 5M of the Civil Liability Act 2002 (NSW);

4.7 Section 139A of Competition and Consumer Act, 2010 (Cth) permits the Service Provider of the program and associated services to ask you to agree that the statutory guarantees under the Australian Consumer Law (Cth) do not apply to you (or a person for whom or on whose behalf you are acquiring the services to engage in the program).

4.8 By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law (including section 139A of the Competition and Consumer Act 2010 (Cth)):

4.9 Your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Service Provider, its servant and agents, in relation to the program if the program or associated services were not provided to you in accordance with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and

4.10 You (or the person for whom or on whose behalf you are acquiring the services) release the Service Provider, its servant and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services will be provided with reasonable care and skill.

4.11 By signing this document, you acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Service Provider in relation to recreational services and activities (as that term is defined in the Australian Consumer Law (Cth) and any similar state laws) for any:

4.12 death;

4.13 physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

4.14 the contraction, aggravation or acceleration of a disease;

4.15 the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(i) that is or may be harmful or disadvantageous to you or the community;

(ii) that may result in harm or disadvantage to you or the community;

(iii) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

4.16 By signing this document, to the full extent permitted by law, you (or the person for whom or on whose behalf you are acquiring the services) agree to waive and/or release the Service Provider, its servants and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the Service Provider, its servant and agents, for or arising out of your death or physical or mental injury, disease, loss and damage, or economic loss of any description whatsoever which you may suffer or sustain in the course of or consequential upon or incidental to your participation in the program, whether caused by the negligence of the Service Provider, its servant and agents, or otherwise.

4.17 By signing this document, you acknowledge, agree and understand that:

4.18 The Service Provider will permit you to participate in the program, and provide you with the associated services, in part in consideration of you signing this document;

4.19 The Service Provider may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns;

4.20 The laws of New South Wales govern this document.

4.21 You do not have to agree to exclude, restrict or modify or waive your rights against, or release, the Service Provider, its servants and agents, from any claims by signing this document, however the Service Provider may refuse to allow you to participate in the program, or to provide you with the associated services, if you do not agree to exclude, restrict, modify or waive your rights against, or release, the Service Provider, its servants and agents, by signing this document. Even if you sign this document, you may still have further legal rights.

4.22 By signing this document you agree that the waivers and releases contained in this document apply for every visit you make to the Service Provider until such time as you withdraw or modify

your consent in writing, or the Service Provider modifies these terms with your consent by signing a new document. You will not be required to sign future waivers on the understanding that this waiver document shall apply to all your future participation in the program.

## **5. Permission To Publish**

5.1 By registering your child, you consent to photographs of your child being used for publicity and advertising purposes (including on social media). If you do not wish for photographs of your child to be taken and/or used for publicity purposes, please notify [troy@apexrla.com.au](mailto:troy@apexrla.com.au) directly.

## **6. Covid Policy**

As part of our registered Covid Safety Plan please note the following will apply for all sessions:

6.1 Any player with cold or flu like symptoms or high temperatures MUST stay and home and NOT attend.

6.2 All parents / guardians are to register each participant through the NSW Government QR sign in upon arrival at the field.

6.3 Participants may be subject to a temperature check by Academy coaches prior to the commencement of the coaching clinic. A reading of 37.5 degrees will prevent the participant from training on that day.

6.4 Hand sanitiser will be provided at the field. Participants are to thoroughly sanitise hands at the beginning at end of each session.

6.5 Participants are to provide their own, labelled, drink bottles. Sharing of bottles is not advised.

6.6 Sunscreen will not be supplied; please ensure you apply sunscreen before each session.64.7 Participants are to adhere to the 1.5m distance rule where possible.

## **7. Covid Cancellation / Postponement**

7.1 If NSW Government Covid Restrictions prevent a scheduled session from occurring, participants have the option of a full refund on the session/s missed or a credit for any Apex RLA activities. The refund / credit will be issued on a pro rata basis. Alternatively, Apex RLA will endeavour to re-schedule these sessions if possible.