

STANDARD TERMS OF ENGAGEMENT

These are the standard terms and conditions for our Engagement with you, which apply to the services described in under Services.

Services and Coverage

- 1.1 The primary services covered under this Agreement include Football (soccer) training, coaching, and advice.
- 1.2 Services may be altered with the written consent of both parties.
- 1.3 This Agreement covers us as the Service Provider and you as the Legal Guardian or Parent of the Participant. For the purpose of this Agreement, the word 'Client' refers to you as the Legal Guardian or Parent of the Participant.
- 1.4 'Long duration programs' means programs for 10 weeks and over. 'Short duration programs' means programs for less than 10 weeks.

Our Obligations and Performance

- 2.1 Our obligations are to provide the Services with due care, skill, and diligence.
- 2.2 We may engage the services of other Parties to attend perform the Services. We will communicate material changes in relation to these other Parties to you.
- 2.3 The Service Provider agrees to perform the agreed duties in accordance with the Client's reasonable requests.
- 2.4 We are not liable for any delays or failures caused by events beyond our control except as otherwise provided for in this Agreement.

Fees

- 3.1 Our fees are based on our hourly rate, and we may adjust them from time to time. You must pay our fees and expenses within 7 days of the billing date, and we reserve the right to stop work until all outstanding accounts are paid in full.
- 3.2 Our fees carry a base annual increase of 4% starting from the 12 months after the commencement date.
- 3.3 If we determine that the work provided for in our Quotation, or as otherwise agreed, is materially different to the actual work required we may contact you to vary this Agreement, create a new Agreement, or terminate this Engagement.
- 3.4 We may change our fees at any time.
- 3.5 Our quotation and fees are presented as the Goods & Services Tax (GST) Exclusive amount. You agree to pay to the Service Provider, the GST Inclusive amount if GST applies.

Adjustments to Fees

- 4.1 We may apply the following adjustments to our fees if the Participant is engaged in the '10-week program' or longer duration programs. These adjustments do not apply to short duration programs.
- (a) We may reduce our standard fee by up to 10% as provision for events beyond our control that prevent our performance of the Services. Such events include sports ground closures, fire, storms, rain and other weather events, and other events beyond our control. If we apply this discount, you may not dispute our fees where we are not able to perform our Service due to events beyond our control.
 - (b) You must provide us with 24-hour notice ('sufficient notice') if the Participant is unable to participate due to sickness, illness, or injury. If you fail to provide sufficient notice, and the Participant is unable to participate, you will not be entitled to a refund or credit. If you provide sufficient notice, and the Participant is unable to participate, we may:
 - i Provide you with a refund equivalent to the fee charged on a per session basis for the session that the Participant was unable to attend, or
 - ii Provide you with a credit to apply to future fees or offset outstanding fees equivalent to the fee charged on a per session basis for the session that the Participant was unable to attend.
 - (c) If the Participant joins part-way through a long duration program, we may apportion the total fee that would have otherwise been charged for a Participant who joined at before, or, at the start of the program, by the value of the missed sessions on a per session rate.
- 4.2 We may apply the following adjustments to our fees if the Participant is engaged in programs with a shorter duration than the 10-week program:
- (a) No refund or credit applies for any reason including 'bad weather', illness, injury, or other circumstances, except as otherwise provided for in this Agreement.
- 4.3 In addition to the specific adjustment for each program, we may apply the following adjustments to our fees if the Participant is engaged in any program:
- (a) Provide a 'catch-up' session as mutually agreed, whereby the Participant attends another session within a 2-week period.

Your Obligations

- 5.1 In addition to other Clauses in this Agreement, as the Legal Guardian or Parent of the Participant, you must:
- (a) Notify us if the Participant has any conditions that may affect their ability to participate in activities associated with the Services. Such conditions may include:
 - i Illness such as a 'common cold', bacterial infection, digestive infection such as gastroenteritis, and other illnesses,
 - ii Injuries such as sprains, strains, fractures, and other injuries,
 - iii Physical health conditions such as diabetes, allergies, cardiovascular conditions, respiratory conditions, and other health conditions,
 - iv Mental health conditions such as behavioural conditions including autism and Attention Deficit Hyperactivity Disorder (ADHD) and other mental health conditions.
 - v Other conditions that may affect the Participants ability to participate in activities associated with the Services.
 - (b) Ensure the Participant is punctual and ready to participate in the activities associated with the Services. This includes:
 - i Wearing suitable clothing and footwear,
 - ii Brings sufficient drink (e.g., water), food, medication, allergy treatments with appropriate instructions, and other necessities to ensure the Participant's health,
 - iii Arrives at the designated location no later than the specified start time.

Modification

- 6.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party.

Confidentiality

- 7.1 The Service Provider and the Client agree to maintain confidentiality of any proprietary or confidential information of the other Party. Disclosure may be necessary by law, court, regulations, professional duty, regulatory authorities, lawyers, bankers, accountants, and financial advisers of a Party.
- 7.2 For the duration of this Agreement, and upon Termination, the Parties must:
- (a) Keep all confidential information secret and confidential, except where law compels a Party to disclose such information,
 - (b) Not directly or indirectly disclose, copy, or use any confidential information for the Party's own benefit or for the benefit of any other person or entity except in the proper performance of their duties, and
 - (c) Take reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of confidential information in accordance with this Agreement, relevant legislation, and other Agreements between the Parties made outside of this Agreement.
- 7.3 For the purposes of this Agreement, the term 'Confidential Information' or other derivations means all information (whether it is described as confidential or not) in any form or medium concerning and past, present, or future business affairs, including but not limited to Clients, contractors, suppliers, and trade secrets without limitation.

Privacy

- 8.1 The Service Provider complies with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Client must ensure that its stakeholders are aware of the collection, holding, use, or disclosure of their personal information by the Service Provider, and provide them with a copy of any privacy collection notice provided by the Service Provider. The Service Provider may disclose stakeholders' personal and sensitive information to third Parties in the usual course of providing services.

Indemnity and Limitations of Liability

- 9.1 The Client indemnifies the Service Provider against all liabilities, claims, costs, and expenses incurred by the Service Provider in respect of any claim, arising out of, or associated with the Engagement, except to the extent provided in law.

Disputes

- 10.1 If you have any complaints about the Services provided, please contact the Service Provider. We will promptly investigate any complaints and will try to resolve the issue. In case the problem cannot be resolved, the Parties must submit to mediation before any other dispute resolution process.
- 10.2 The Parties will try to settle the dispute promptly, and the mediation will be conducted in accordance with the terms prescribed by the Mediator. If the Parties do not agree on the terms of mediation, the guidelines of the Australian Commercial Disputes Centre will be followed to the extent that they do not conflict with the provisions of this clause. If the dispute is not resolved within 60 days after notice of the dispute, the mediation will come to an end unless the Parties agree to extend the time within which their mediation may be conducted.

Severance

- 11.1 If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, this Agreement shall remain in full force and effect to the extent permissible by law. The provision that is illegal, unenforceable, or invalid shall be deleted and replaced by a valid provision that is as close in its effect as possible to the invalid provision. The replaced provision will be taken to have been the provision by which the Parties intended to be contractually bound from the date of commencement of the Engagement.

Termination

- 12.1 Either Party may terminate this contract for the following reasons, including a breach of this Agreement, because of an act or omission as provided in other clauses in this Agreement, by frustration, by misrepresentation, or by mutual agreement.
- 12.2 Upon termination, you shall pay any outstanding debts with the Service Provider and any Services provided by the Service Provider which have not been paid for. These amounts will be charged to your account.

Agreement



Nicolas Felizzi
Director FEL10 Pty Ltd (ABN 89 666 064 802)

Name:
Client

Date