



TRANSGUARD ELITE SPORTING ACADEMY

Repton School
Nad Al Sheba 3 & 4
PO Box 125379
Dubai
United Arab Emirates

Ph. +971 4 372 1409
Or: +971 50 903 9774
Em. info@elitesportsme.com

APPLICATION FORM
12 Week Course, 2010

FOOTBALL 2010
RUGBY 2010

Payment Details

Course Fee -12 week programme for Football starting January 17th, 2010.

Course Fee -12 week programme for Rugby starting January 18th, 2010.

Location - Repton School - Nad Al Sheba 3&4, Dubai.

1. Payment by Cheque

Cheques should be payable to "Transguard Group LLC" (current dated) and please put Participant's name and course details on the back of the Cheque or the form will be returned. Please submit at Repton School Reception in an envelope clearly marked "Transguard - Elite Sporting Academy"

12 WEEK COURSE:
AED3995 All courses

2. Payment by Cash

To arrange cash payment in full, please call the Administration Officer Rachael Ricketts on 056 6032644 or email Rachael.ricketts@transguardgroup.net

3. Bank Transfer

To arrange bank transfer please contact Rachael Ricketts on 056 6032644 or email Rachael.ricketts@transguardgroup.net

Privacy Consent:

By submitting this form you expressly consent that Elite Sports (license holder for Elite Sporting Academy - ESA), may share & use your personal information (a) to provide products & services you request, (b) for consumer profiling, market research & (c) unless you tick the boxes below to contact you by post, phone or electronically (incl. email, text & DigitalTV) about Elite Sports or Elite Sports related services, offers & events.

Don't send me details of products, services, offers & events from:

- Elite Sports
- Elite Sporting Academy - ESA
- Elite Sports Commercial Partners

How did you hear about ESA?

- Newspaper / Magazine
- Outdoor E-Newsletter
- Radio / Television School
- Family / Friend
- Other - please specify

Name:
Parent / Guardian

Signed: Dated:
Parent / Guardian



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Transguard Elite Sporting Academy TERMS AND CONDITIONS 2009/10

The Elite Sporting Academy is operated under a sole proprietor establishment registered in the Emirate of Dubai, United Arab Emirates under the trade name 'Elite Sports' with commercial licence number 617216 (referred to in these Terms and Conditions as TESA).

- 1. APPLICATION FORMS:** All Application Forms must be submitted to TESA in person and accompanied by the relevant course fees, a copy of the student's passport and a passport photo of the student. For the avoidance of doubt, TESA shall not accept any Applications Forms or bookings or registration for a course by telephone or facsimile. The person signing this Application Form acknowledges that he/she is the parent or legal guardian of the student designated above and has full authority to enrol the student in a TESA course. It is further acknowledged by the parents and legal guardian that the information contained in this Application Form is true and accurate, and that TESA has the right to require the applicant to provide evidence of his or her relationship to the student before accepting the student on a course.
- 2. ACCEPTANCE:** All course bookings are subject to availability and a satisfactory number of students in attendance. Should the need arise to cancel any course (i.e. due to an insufficient number of applicants), an alternative, if available, will be offered or a full refund will be given. TESA reserves the right to change a student's course if TESA determines that the student does not satisfy the course requirements or restrictions (including but not limited to age requirements or restrictions).
- 3. PAYMENT:** Payments must be made to Transguard Group LLC in AED by way of cash or bank cheque and payment of the full amount must be received by TESA prior to any student's attendance at any course. For the initial 12-week course, payment of the full amount must be received by TESA by no later than 17 January 2010
- 4. CANCELLATION AND REFUND:** An applicant may cancel a course booking at any time prior to 10 January 2010 by notice in writing to TESA. No refund or credit note shall be given for any course cancellations received by TESA after 10 January 2010. In the event of cancellation of a course booking, an administration fee of AED125 shall be charged to the applicant.
- 5. TRANSFER:** Subject to availability and subject to satisfaction of any course requirements or restrictions (including but not limited to age requirements or restrictions), any course booking or enrolment may only be transferred from one person to another in respect of the same course prior to 17 January 2010.
- 6. FITNESS AND MEDICAL INFORMATION:** TESA reserves its right to require additional information (medical or otherwise) from an applicant prior to accepting a student on any course.
- 7. MEDICAL ASSISTANCE:** In the event that a student requires medical attention or medical assistance at any time during any course then, subject to any written notice received by TESA prior to the commencement of the relevant course from the student or from a student's parent or legal guardian to the contrary, TESA may at its discretion arrange for the student to receive such treatment as TESA may be advised is required and any expenses associated with such treatment shall be paid by the student's parent and/or legal guardian.
- 8. STUDENT INJURY:** If a student is injured or becomes ill during the period in which a course runs and is unable to attend the remaining course sessions, the student or his/her parent/legal guardian shall notify TESA in writing prior to missing the sessions and the course fee for the remainder of the course will be credited towards any future course. No cash refunds will be made.
- 9. PROPERTY:** The student shall be responsible at all times that he or she is attending a course at TESA and while on TESA premises or at Repton School for the safety and security of his or her personal effects and the applicant and the student agree that TESA shall not be responsible for and shall indemnify TESA for any damage to or loss of clothing, personal effects or personal equipment used during a course or brought onto TESA premises or Repton School at any time. TESA specifically advises students not to bring valuables items to any course.
- 10. LIABILITY:** Each student and his/her parents/legal guardian acknowledges and agrees that the student's participation in an TESA course and the use of Repton School facilities, services, equipment or premises, involves risks of injury to persons and property and each student and his/her parents/legal guardian assumes full responsibility for such risks. TESA shall not be liable to a student or his/her parents/legal guardian for any death, personal injury, loss or damage unless such death, personal injury, loss or damage is caused by the negligence of TESA or its employees.



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- 11. **DAMAGE:** Each student and his/her parents/legal guardian shall be liable for the cost of any damage caused by that student and his/her parents/legal guardian to TESA or to Repton School or to its property, facilities or equipment. Each student and his/her parents/legal guardian hereby agrees to indemnify TESA and Repton School from any loss, liability, damage or cost TESA or Repton School may incur due to the conduct of the student or his/her parents/legal guardian whether caused by negligence or otherwise.
- 12. **GENERAL:** All courses will be conducted in English. No catch-up sessions will be held for any student who fails to attend a class for any reason whatsoever.
- 13. **MISBEHAVIOUR:** Any student or parents/legal guardian found bullying, misbehaving or generally being disruptive during any course may be removed temporarily or permanently from such course or from any future courses by TESA as it determines in its absolute discretion without refund of the course fees.
- 14. **INTELLECTUAL PROPERTY:** Each student and his/her parents/legal guardian agrees to grant TESA a worldwide right in perpetuity without compensation, to use the student's name, photographic or video image or likeness for any reasonable commercial purposes determined by TESA in its absolute discretion.
- 15. **VIDEO RECORDING:** Any video or other filming or recording equipment is not permitted on any course and accordingly neither the student nor his/her parents/legal guardian shall record or attempt to record (weather permanently or transiently) or transmit moving images or voices of any person involved in or conducting the course. A student or his/her parents/legal guardian may take still photographs only during those times indicated by TESA in the program schedule, provided that such photographs are only used for private or personal purposes.
- 16. **CONFIDENTIALITY:** The content of each course and any and all information and materials supplied to a student or parents/legal guardian by TESA shall be treated confidentially and shall not, without the prior written consent of TESA, be published or disclosed to any third party or used by the student or parent/guardian for commercial purposes.
- 17. **ENTIRE AGREEMENT:** The Application Form constitutes the entire agreement between TESA and the student and the student's parents and/or legal guardian.
- 18. **SERVERABILITY:** If any of these Terms and Conditions is held to be invalid or unenforceable, those particular term(s) shall be severed to the extent that it is or they are invalid or unenforceable, leaving the remaining Terms and Conditions or parts thereof enforceable.
- 19. **GOVERNING LAW:** These Terms and Conditions shall be governed by and construed in accordance with the Federal laws of the UAE as applied in the Emirate of Dubai.
- 20. **REPRESENTATION** Each student and his/her parents/legal guardian agrees that while a member of the TESA, and for a period of 3 months after they cease to be a member of TESA, they shall not be represented by, or negotiate representation by, any management company, sports agent or other agent, without the express permission, in writing, of a Director of the TESA. For the current course, this period is identified as 17th January 2010 until 17th July 2010. It is further acknowledged and agreed by each student and his/her parents/legal guardian that the TESA will, at its discretion, negotiate with professional clubs and other interested parties on behalf of its students and subject to a written agreement between the TESA and the individual student.

Name:
Parent / Guardian (on behalf of student)

Name: *John Mamea-Wilson*
.....
Director

Signed:
Parent / Guardian (on behalf of student)

Signed:
Director

Dated:

Dated: