

Terms of Services
RJ & HL Holdings Pty Ltd (A.C.N. 119 826 416) trading as
Kelly Cycle Coaching (the "Company")

1. I agree that these terms of service shall apply to all training, coaching and related services provided to me by the Company or by any director, employee or sub-contractor of the Company (including but not limited to Bob & Helen Kelly).
2. I undertake to pay all coaching fees in advance by monthly direct debit to an account nominated by the Company. I acknowledge the right of the Company to change its fees upon one month's written notice. I acknowledge that I will not be entitled to any refund of fees in the event of cancellation or non-attendance by me.
3. I am aware that sport and fitness training can be physically and mentally intense and may expose me to risk of injury. I acknowledge that, whilst the Company through its officers and employees will take due care and skill in the performance of its services, I must accept responsibility for my own health and safety.
4. I hereby release and forever discharge the Company and its officers, employees, agents and sub-contractors from any and all claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever, which I, my executors or administrators or any other person has or might assert against any of them arising from, in relation to, incidental to or by virtue of any injury loss or damage suffered or sustained by me in connection with the provision of the Company's services to me.
5. I acknowledge that the Company owns the copyright in all documents created by its employees, officers and sub-contractors and I shall not reproduce such documents without first obtaining the Company's permission.
6. I agree that these Terms of Services shall be governed by and construed in accordance with the laws of the State of Victoria, Australia and I hereby submit to the jurisdiction of the courts located in Melbourne, Victoria.
7. I agree the major service paid by me is the **monthly cycling program \$200** and the **online coaching subscription platform cost (Today's Plan \$145 per annum)**. All other help and advice (in any form by the company) is at required dollar rate or by the company as they see fit at the time.
8. I understand that if I do not communicate by (phone – email – text) my termination of my program with the company by the 25th of that month proceeding, I will be subject to the costs for the following month program work if written.
9. Any transport of myself (Client / Rider / Athlete) or my bike or gear is at my risk and KCC in no way accepts any liability for damage to me (client) or my property. This includes transportation of cycling gear or bike in any vehicles of KCC.

Name.....

Date.....

Signed.....

These terms must also be signed by a parent or guardian where the person receiving the services is under 18 years of age.

I verify that I am the parent/guardian of

Parent/guardian name..... Date.....

Signed.....