

MAXIMUS PRIME SPORTS LLP

Corporate Add: Madho Behariji Ka Mandir, Opp Reserve Police Lines, Station Road, Jaipur – 302001, Rajasthan Phone: +91 1414006531 Email: maximusprimesports@gmail.com

TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which the Maximus Prime Sports LLP will supply the Academy Program. Please read these terms and conditions carefully before Registring for the Program. By Registring for the Program, you agree to be bound by these terms and conditions.

1. INFORMATION ABOUT US

We are registered at Madho Behariji Ka Mandir, OPP Reserve Police Lines, Station Road, Jaipur 302006., Phone number (s) 0141-4006531.

2. YOUR STATUS

By registering for the program, you warrant that: (a) You are legally capable of entering into binding contracts; or (b) You are at least 18 years old; or (c) A parent or guardian has entered into the Contract on behalf of the participant.

3. REGISTRATION PROCESS

When you register for the program, Maximus Prime Sports LLP, the organization running the program, and you (the "Contract") will be formed when we accept your registration. Please note that places on program are subject to availability. Your preferred program may not be available in which case you will be notified of an alternative program(s) if available. No payment will be taken for a registration until such time we accept your registration. Notice of a confirmed registration will be sent to you by email where possible as soon as details of your payment have been processed and entered onto our system. The Contract will relate only to the program.

4. PRICE AND PAYMENT

The price of the Program will be as quoted on the Regsitration Form from time to time, except in cases of obvious error. These prices do not include any relevant taxes, which will be added to the total amount due if applicable. Prices are liable to change at any time, but changes will not affect registrations for which you have already paid. It is always possible that, despite best efforts, some of the Programs listed on the Registration Form may be incorrectly priced. Where a Program's correct price is less than the stated price on the Registration Form you will be charged the lower amount. If a Program's correct price is higher than the price stated on the Registration Form, We reserve the right to reject your registration and notify you of such rejection. We are under no obligation to provide the Program to you at the incorrect (lower) price, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing. Payment for Program can be made by cash, cheque, credit/debit card or online bank transfer. If you pay using a credit/debit card, your credit/debit card will be charged on the same day we confirm your Registration.

5. THE PROGRAM

We treat as a priority the safety and well-being of all children attending Maximus Prime Sports program. We reserve the right to remove from a Program any person who is found to be engaged in offensive activity, the bullying of others, disruptive behaviour or for any other reason where we consider a person's behaviour is detrimental to the interests or safety of the persons attending a Program. In the event of your removal from a Program for any of these reasons no refund of any fees paid by you shall be made.

6. CANCELLATION AND REFUNDS POLICY

Full refund on cancellation, if made within 5 days from the date of registration, provided the session hasn't started. (Registration fee will not be refunded).



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All Program, activities, venues and travel arrangements are subject to change according to weather, venue availability, satisfactory level of participants or other factors beyond our control. As such, we may cancel or change any Program or their timings, should this be necessary for these reasons. In case a centre shuts down for unavoidable reasons, we will use reasonable endeavours to find an alternate centre within 3 months of the centre's closure. Best efforts would be made to find a centre in the vicinity and/or within a 5 km radius. No memberships will be frozen for any reason including long breaks undertaken by the student or during examinations. You are responsible for arranging and paying for suitable insurance to cover any injury or illness to the participant as, unfortunately, we cannot provide a refund under these circumstances. For avoidance of doubt, no refund is permitted for participant's failure to attend the Program. In all cases refund of money received from you will be made by cheque within a period of 14 days.

7. LIABILITY

We are not responsible for indirect losses which happen as a side effect of the main loss or damage even if such losses result from a deliberate breach of these terms that would entitle you to terminate the Contract. You shall be liable for the cost of any damage to our property or facilities caused by you or by persons under your control. Maximus Prime Sports LLP will not be liable for any injuries sustained during the Program or the training.

8. NOTICES

Other than notices of cancellation sent under clause 6, all notices given by you to us must be given to Maximus Prime Sports LLP at maximusprimesports@gmail.com. Notices will be deemed received and properly served 48 hours after an e-mail is sent, or 3 days after the date of posting of any letter.

9. TRANSFER OF RIGHTS AND OBLIGATIONS You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without the prior written consent from us. Our Operator may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) Strikes, lock-outs or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, rain/unavailability of the ground or facilities, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations or restrictions of any government. Performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will make reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the obligations under the Contract may be performed despite the Force Majeure Event.



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11. WAIVER

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated on email to you by notice in writing.

12. AMENDMENTS

These terms and conditions will periodically be reviewed and may be altered / changed for legal or administrative reasons. The same will be communicated to you with seven (7) days' notice either through email, a notice at the venue or through communication from the Venue Manager. Your continuance of the membership will constitute your acceptance of our amended terms.

13. SEVERABILITY If any of these terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

These terms and conditions, the Registration Form and any other document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. These terms and conditions can be altered or changed.

15. LAW AND JURISDICTION

Contracts for the purchase of Program and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Indian law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of Jaipur, Rajasthan - India.

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Player Signatures	Parent / Guardian Signatures	Date	