

Pro Sports Cybernetics Client Service Agreement



Pro Sports Cybernetics – Client Service Agreement

This Service Agreement (“**Agreement**”) is made between:

(1) Sports Cybernetics Ltd, 321-323 High Road, Romford, RM6 6AX (“**we**” or “**us**”); and

(2) Client (“**you**”),

(Together, the “**parties**”).

1. Programme

At Pro Sports Cybernetics, we provide services to help clients build their confidence on and off the pitch whilst helping them to reach and sustain their peak performance.

The “**Programme**” we deliver to you under this Agreement are as detailed in the Schedule to this Agreement.

We will deliver the Programme with reasonable skill and care, in line with market standards in the coaching industry in England.

We may require your input from time to time, or some materials or information from you, to allow us to deliver the Programme to you. Where we request this, you must provide the information within the timescale we specify. If the Programme is delayed or impacted because you have not provided this information, we will not be responsible for that.

We deliver the Programme to you as a business customer.

2. Fees

The Programme is based on the payment of the Fees, as set out below.

In the event that any Fees due under this Agreement become overdue, we reserve the right to suspend access to the Programme until the Fees are fully paid and we shall not be liable to you for the consequences of said suspension.

We also reserve the right to charge interest on late payments and/or invoices at a rate of 5% per annum above the Bank of England base rate, from time to time, accruing daily.

3. Term

This Agreement shall commence on the Effective Date and continue for the Term, as set out in the Schedule, until terminated by either party upon written notice to the other.

In the event of a material breach of the terms of this Agreement, either party may terminate this Agreement with immediate effect and any sums due to the Company shall be paid on a pro rata basis for the Programme delivered to you until the date of termination of this Agreement.

4. Your Responsibility

It is important to us that the relationship between you and us is positive, as you are more likely to get the most out of the Programme. Before commencing the Programme, you agree that you will fully read and sign our code of conduct which will be provided to you electronically, and you will at all times throughout the course of the Programme adhere to this.

5. Intellectual Property Rights

We are the owner or licensee of all intellectual property rights in our Programme (for example the copyright and any rights in the designs) and in any of the material provided as part of the Programme they are protected by copyright.

You are allowed to print one copy of any materials provided by us within our Programme for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them. You must not change, copy, reproduce or translate anything on the site without our consent. You are not permitted to license, sell, rent, lease, transfer, assign, distribute, exploit or otherwise make any documents or online resources from the site available to any third party.

If you breach these terms, you lose your right to access our Programme, and must destroy or return any copies you have made.

6. Data Protection

The parties agree to comply with all applicable data protection legislation while carrying out their obligations under this Agreement, including but not limited to the UK Data Protection Act 2018 and the EU retained law version of the General Data Protection Regulation (2016/679).

For more information on how we comply with data protection legislation, please read our privacy policy, which is available on our website.

7. Liability

Neither party shall be liable to the other for any loss of profit, indirect, special or consequential loss or damages.

Nothing in this Agreement shall exclude either party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation. Our liability under this Agreement shall be limited to the total Fees you have paid from the Effective Date under clause 2.

We do not guarantee any results from our Programme, although we always do our best to meet your expectations. Where you do not achieve specific sales or marketing targets, we will not be responsible for this.

8. Confidentiality

Each party undertakes at all times, and for 3 years after the end of this Agreement, to keep all information that is intended to be confidential, clearly confidential given its nature, or is marked as such, secret at all times, and not to disclose to any third party unless required to do so by law, any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, is already within the public domain or has been disclosed or used with the prior consent of the party who owns the relevant confidential information.

9. Status of the Relationship

We deliver the Programme under this Agreement as an independent contractor, and not as an employee, worker, agent or partner, and we will not give the impression that we are. As this is not an employment contract, each party will be responsible for its own tax liabilities.

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Nothing in this Agreement is deemed to form any partnership, joint venture, agency or employment relationship between the parties, or any other fiduciary relationship, other than the contractual relationship expressly provided for in this Agreement.

10. General

The parties understand that this Agreement is not an exclusive arrangement. The parties agree that they are free to enter into other similar agreements with other parties.

Neither party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the parties. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing by the parties.

This Agreement may be modified as needed. To make a modification, the parties have to agree to the modification in writing.

The parties may not assign the responsibilities that they have under this Agreement to anyone else unless both parties agree to the assignment in writing.

This Agreement puts the parties entire understanding of the Programme to be delivered and anything else the parties have agreed to in black and white. This Agreement supersedes any other written or verbal communications between the parties.

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.

If either of the parties wishes to give notice to the other under this Agreement, they must give it in writing and send it by email. Delivery by email will be regarded as completed at the time of transmission. This arrangement does not apply to the service of any documents in legal proceedings.

11. Disputes

We want to work this out. In the event of a dispute, the parties agree to work towards a resolution through good faith negotiation.

This Agreement, and any non-contractual obligations arising hereunder, shall be governed and construed in accordance with Hong Kong law, and the courts of Hong Kong shall have exclusive jurisdiction to deal with any dispute arising hereunder.

By agreeing to begin training and/or programme with us, the parties agree to the terms of this Agreement.