



## **TERMS AND CONDITIONS**

This agreement ("**Agreement**") sets out the terms and conditions of enrolment for any person (the "**Client**") wishing to enrol a student (the "**Student**") in the training programme offered by Doublestar Sports Pte. Ltd. (the "**Company**") (the Client and the Company each a "**Party**" and collectively, the "**Parties**").

## **INTERPRETATION**

1. In this Agreement, the following definitions shall apply:

- (i) **1-1 Sessions**: has the meaning given to it under clause 2(b).
- (ii) **Ad-hoc Sessions**: has the meaning given to it under clause 2(c).
- (iii) **Fees**: the fees set out on the Platform.
- (iv) **Force Majeure Event**: any circumstance not within the Company's reasonable control, including industrial disputes, acts of God, strike, war, terrorism, riot, malicious damage, breakdown of plant or machinery, fires, epidemics, pandemics or similar events, extreme adverse weather conditions, or default of suppliers or subcontractors.
- (v) **Overseas Events**: has the meaning given to it under clause 5.
- (vi) **PDPA**: Personal Data Protection Act 2012 of Singapore.
- (vii) **Personal Data**: has the meaning given in the PDPA.
- (viii) **Services**: has the meaning given to it under clause 2.
- (ix) **Term**: has the meaning given to it under clause 31.
- (x) **Unlimited Sessions**: has the meaning given to it under clause 2(a).
- (xi) **Year**: a calendar year.

## **SERVICES**

2. The Company shall provide badminton coaching to the Student (the "**Services**") during the Term, on the terms and conditions of this Agreement. At the election of the Client, the Services shall be provided as:

- (a) group badminton training sessions with more than one student per session, where the Student shall attend a minimum of three (3) group sessions per week ("**Unlimited Sessions**");
- (b) one-to-one badminton training sessions ("**1-1 Sessions**"); and/or
- (c) ad-hoc group badminton training sessions with more than one student per session ("**Ad-hoc Sessions**").

3. The Client agrees and undertakes that they shall be responsible for all acts or omissions of the Student during the Term. The Client shall, and shall ensure that the Student shall:

- (a) be punctual for each training session;
- (b) be civil with coaches, parents / guardians and students with whom they may have contact;
- (c) not engage in any disruptive, disorderly or rude behaviour; and
- (d) abide by any rules, policies and instructions given by the Company, including instructions given by an employee of the Company during any training session.

4. The Company may suspend its obligations under this Agreement for so long as, in its view a Force Majeure Event continues or the Client is in breach of this Agreement. The Company shall not be liable for any failure or delay in performing the Services if such failure or delay results from a Force Majeure Event or any act, omission or default of the Client (including, without limitation any unclear or inaccurate instructions by the Client or failure to make payments when due under this Agreement).

## **OVERSEAS EVENTS**

5. As part of the Services and at the election of the Client, the Company may from time to time make arrangements for travel and accommodation for the Student where he or she has registered for competitions or events held outside of Singapore ("**Overseas Events**"). The Client agrees and undertakes that any participation by the Student in Overseas Events shall be subject to the terms and conditions of this Agreement, including clauses 23 to 27, and such additional fees and/or terms and conditions as the Company may from time to time require.

## FEES AND PAYMENT TERMS

6. In consideration of the provision of the Services by Company, the Client shall pay to Company the Fees. The Client shall bear all goods and services tax or similar tax imposed under applicable law on all sums payable to Company under this Agreement (if any).
7. Upon entry into this Agreement, the Company shall collect a deposit of S\$200 as security for the due observance by the Client of the terms and conditions of this Agreement, including clause 16(a) of this Agreement. The Deposit shall be refunded without interest to the Client within fourteen (14) days of termination of this Agreement, less any such sums as may be due to the Company under this Agreement.
8. The Company shall invoice the Client for the Fees and the Deposit, and the Client shall make payment of all invoices within ten (10) days of the invoice for such payment.
9. For Unlimited Sessions and 1-1 Sessions, invoices shall be issued as follows:

Training Period	Month in which invoice will be issued
January to March	December of the previous Year
April to July (excluding June)	March of the same Year
August to October	July of the same Year

For the Year in which the Services commenced, upon entry into this Agreement the Company shall issue an invoice for the Fees payable up to the last day of the current Training Period. For the avoidance of doubt, unless otherwise notified by the Company training sessions shall not be held in the months of June, November and December and Fees shall not be payable for such months.

10. All payments required to be made to Company under this Agreement shall be made in Singapore Dollars, via bank transfer to the account of Company notified to the Client for such purpose or any other payment mode specified on the Platform or by the Company from time to time. All such payments must be received by Company no later than the date on which payment is due, in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off, or counterclaim whatsoever.
11. In addition to all other remedies available under this Agreement or at law, Company shall be entitled to suspend the provision of, and shall not be liable for the completion of, the Services if the Client fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.
12. Late payments shall bear an administrative fee for costs incurred in collecting late payments, calculated at a flat rate of ten per cent (10%) of the total amount outstanding.

## REPRESENTATIONS AND WARRANTIES

13. Each Party warrants and represents to the other Party that:
  - (a) it has full power and authority to enter into and perform its obligations under this Agreement, and such other agreements and arrangements referred to in this Agreement; and
  - (b) the signing of this Agreement and the performance of its obligations under this Agreement will not result in a breach or termination of any other agreement or arrangement to which it is a party.
14. The Company represents and warrants that any person responsible for performing the Services will perform the Services in accordance with applicable law and shall be competent, properly qualified and possess the relevant experience necessary to perform the Services.

## TERMINATION AND REFUND POLICY

15. Where the Client has only elected for Ad Hoc Sessions under this Agreement, either Party may terminate this Agreement by providing at least one (1) month's written notice to the other.
16. Where the Client has elected for Unlimited Sessions or 1-1 Sessions under this Agreement:
  - (a) in any Year, they shall engage the Company for the provision of the Services for the remainder of that Year;
  - (b) save for any right to terminate that may arise under applicable law or clause 17 of this Agreement, either Party may only terminate this Agreement by providing written notice to the other Party of its intention to terminate the Agreement with effect from 31 December of that Year, and such notice must be given no later than the last day of November in the same Year; and
  - (c) if the Client terminates the Agreement for whatever reason prior to the end of any Year (otherwise than in accordance with clause 16(b):

the Deposit shall be forfeited; and clause which applies from 16c(i) and 16c(ii)

(i) 1-1 Sessions

termination of this Agreement is considered effective only upon the Client finding a Student to take over the 1-1 sessions for the remainder of the same Year

(ii) Unlimited Sessions

all trainings in the prior and current months of the current anniversary year will be reverted to Ad-hoc Sessions and charged at full monthly Fees upon notification of termination of Unlimited Sessions training. The Company shall be entitled to enforce payment of the Fees of these Ad-hoc Sessions in full, minus any amounts already paid under this Agreement.

17. The Company shall be entitled to terminate this Agreement with immediate effect by providing written notice to the Client where:

- (a) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) days after being notified in writing to make such payment;
- (b) the Client commits a breach of any other term of this Agreement, including clause 3, or (if such breach is remediable) the Client fails to remedy that breach within a period of ten (10) days of being notified in writing to do so; or
- (c) any suspension of the Company's obligations pursuant to a Force Majeure Event continues for a period of three (3) months.

18. The rights of the Company under clause 17 are without prejudice to any other rights that it might have at law to terminate the Agreement or to accept any breach of this Agreement on the part of the Client as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver of these rights.

19. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement, which existed at or before such date.

20. Upon termination of this Agreement for any reason whatsoever:

- (a) the Client shall immediately pay all sums due and payable to Company under this Agreement, including any payment for Services already performed, if any;
- (b) all of Company's obligations under this Agreement shall immediately cease; and
- (c) the Client shall return to Company any of Company's property which is in its possession or under its control.

**REFUND POLICY**

21. Save in the following circumstances, there shall not be any refund of the Fees to the Client for any unutilised training session:

- (a) where the Student is unable to attend a training session for medical reasons, and produces a medical certificate issued by a medical practitioner registered under the Medical Registration Act (Cap. 174) for such day of non-attendance and no make-up session has been offered by the Company (for the avoidance doubt, no refund shall be granted where a make-up session has been offered by the Company but the Student is unable to attend the make-up session for whatever reason); or
- (b) any training session is cancelled (and not postponed or made-up) by the Company, or this Agreement is terminated by the Company in accordance with clause 15 of this Agreement.

**NON-CIRCUMVENTION**

22. The Client agrees and undertakes that during the Term and for six (6) months after the expiry or termination of this Agreement, the Client shall not, directly or indirectly, approach, communicate, contact or attempt to do any of the foregoing with any employee of the Company for the purposes of:

- (a) the provision of badminton coaching services (whether to the Client, the Student or any other person) by that employee independently of the Company; or
- (b) working with or co-operating with that employee in any business that provides the Services (whether that employee shall be engaged as an employee, officer, consultant, shareholder, partner or contractor of such business and whether such role is carried out directly or indirectly through another person or entity).

**INDEMNITY AND LIMITATION OF LIABILITY**

23. The Client shall hold harmless and indemnify the Company and its employees, agents, staff, contractors and officers from and against any claim by any person in relation to the Services (including any services provided in respect of any Overseas Event), and all costs and expenses (including legal fees) arising out of any act, omission or default of the Client or the Student.

24. The Company shall not be liable to the Client, whether in contract, in tort (including negligence), for breach of statutory duty, or otherwise, for:

- (a) any loss, damage, claim, expenses or otherwise arising out of any act, omission or default of the Client or the Student, including any negligence or failure to abide by the instructions of the Company on the part of the Client or Student); and
- (b) any indirect or consequential loss.

25. The Company's total liability to the Client arising under or in connection with this Agreement shall be limited to the equivalent of the Fees paid by the Client under this Agreement in the 12-month period immediately preceding the relevant claim.
26. Nothing in this Agreement shall limit or exclude Company's liability for death or personal injury caused by its negligence, or any liability which cannot be limited or excluded by applicable law.
27. To the fullest extent permissible by the law, Company disclaims all warranties, express or implied, not expressly set out in this Agreement.

#### **PERSONAL DATA**

28. Each Party shall, where applicable, ensure that it has complied with the prevailing requirements of the PDPA or other applicable personal data protection laws.
29. By submitting any Personal Data to the Company, including the Personal Data of a Student, the Client consents to and authorises, on their own behalf and on behalf of the person to whom the Personal Data relates, the Company to collect, use and disclose to the necessary third parties, such Personal Data for the purpose of fulfilling its obligations under this Agreement.
30. The Client represents and warrants to the Company that it has full authority to give such consent and authorisation on behalf of the person(s) to whom the Personal Data relates and shall promptly provide the Company with evidence of the same if requested.

#### **OTHER IMPORTANT TERMS**

31. This Agreement shall commence from the date of signing of this Agreement by the Client and shall continue up to and including termination in accordance with this Agreement (the "**Term**").
32. Termination of this Agreement shall not affect the continuation in force of clauses 20, 21, 22, 23, 24, 25, 26, 27 or any other provision or term of this Agreement that is expressed or by its nature intended to survive the termination of this Agreement.
33. The Client may not assign, novate or sub-contract any of its rights or obligations under this Agreement without Company's prior written consent.
34. A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B).
35. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
36. Any variation of this Agreement shall be in writing and agreed by both Parties.
37. A waiver of any right under this Agreement shall be in writing. Such waiver shall apply only to the person to whom the waiver is addressed and the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy. Unless specifically provided otherwise, rights and remedies arising under this Agreement are cumulative and do not exclude rights and remedies provided by law.
38. In the event that this Agreement is translated into any language other than English, the English version shall prevail.
  
39. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore. The Parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle any such dispute or claim.