



Terms of Enrolment

For the purposes of these Terms of Enrolment, “Ness Academy” is a brand name, owned and operated by Strategic7 Ltd., and having its registered office at South Forrest, 8 Ardross Terrace, Inverness, IV3 5NW.

1. Each registration/application must be made on the electronic booking application form by a parent or guardian for players under the age of 18, or by the player if they are aged 18 or over.
2. Where appropriate and at the discretion of the Management, registrants may receive a “Taster Session”, free of charge with no obligation. This affords the opportunity to try the program, meet the management and other players before any further commitment.
3. Confirmation of membership/course enrolment will be forwarded to the program/course applicant on receipt of a completed application form and on receipt of the appropriate fee. Taster Sessions players will receive a confirmation email providing full details of time, venue and other appropriate information.
4. Payment of the appropriate fee will be deemed as a course member’s acceptance to these Terms of Enrolment in their entirety.
5. Applications are processed on a first come, first served basis. Strategic 7 Ltd reserves the right to reject any application at their own discretion.
6. Although submitted applications will be accepted up to the program/course commencement, it should be noted that the course will be cancelled if there are insufficient numbers with a 7 day notice period given prior to commencement. Should any program/course be filled to capacity on receipt of an application then a waiting list will be created and subsequently implemented.
7. Any player with prior medical Terms of Enrolment should provide any medications to the Coach in case of emergency, clearly labelled.
8. A copy of our Child Wellbeing & Protection document is available in full from our website: www.ness-academy/legals.
9. A register will be taken at the beginning of each coaching session. No player below 16 years old will be allowed to leave the session without parental/ guardian awareness and/or written permission to do so.
9. Membership fees paid, enabling an enrolment and participation in the weekly activity and coaching sessions are paid monthly. Failure to pay the monthly fees for 2 or more consecutive months may result in the player being suspended from the program. All holiday course fees must be paid in full prior to the course commencement.

10. Strategic 7 Ltd reserves the right to cancel or amend the arrangements for any scheduled NESS Academy activity/course or session. In this event, any course member unable to transfer to an alternative session will be issued with a full refund, and Strategic 7 Ltd will not be responsible for any further compensation.
11. Cancellation of any NESS Academy Membership by the applicant/ Parent or Guardian must be given in writing providing a 30 days notice period. Payments will cease after the 30 days notice period however any fees unpaid at this point, will still be due to Strategic 7 Ltd (through NESS Academy). Intimation of the cancellation of a holiday programme booking by a course member, must be given in writing, and if received by Strategic 7 Ltd (through NESS Academy) at least 7 days prior to the course commencement, a full refund will be issued. If cancellation occurs within 7 days before commencement, the course fee will not be refunded unless the vacant place is filled, or at the discretion of Strategic 7 Ltd (on behalf of NESS Academy). cannot be held responsible for the cancellation of coaching sessions due to circumstances out with our control. These may include weather, fire, pandemic, etc. There will be no refund for such cancellations.
12. Strategic7 Ltd. reserve the right to change staffing at any time.
13. The participants and coaches are covered by the company's Public Liability Insurance only. Participants, parents/guardians are advised that they may wish to take out private and personal accident insurance and any other insurance cover deemed necessary at their own costs and preference.
14. Strategic7 Ltd. may at any time assign or transfer all or any of it's rights under these Terms of Enrollment and may subcontract or delegate in any manner any or all of it's obligations under these Terms of Enrollment to any third party or agent. The player shall not, without prior written consent of Strategic7, assign or transfer any or all of their right or obligations under these Terms of Enrollment.
15. The member/course participant agrees to abide by the rules and as instructed by Strategic 7 Ltd (for Ness Academy) and its staff, including complying with the Player Code of Conduct, available on www.ness-academy.co.uk/legals. The parent/guardian of players aged 18 years and under also agree to abide by the Parents' Charter, available on www.ness-academy.co.uk/legals. Course members are expected to behave in a reasonable manner and to attend on time. Strategic 7 Ltd (on behalf of Ness Academy) may suspend or remove a participant from a course/ program if that participant misbehaves, is disruptive, aggressive or refuses to follow the reasonable and lawful instructions of Ness Academy personnel or its staff conducting courses.
16. Video or still photographs of your child may be taken and used in future marketing materials for example the Ness Academy Website (operated by Strategic 7 Ltd), promotional activities and marketing assets. If you do not wish your child to be photographed and or videoed, please inform us in writing at the time of application (not applicable to players aged 18 and over).
17. Strategic7 Ltd. may make changes to the course and program at any time. Strategic7 Ltd. can change, update, or add or remove provisions of these Terms, at anytime by posting the updated Terms of Enrollment on the website and/or by using push notifications via e-mail or other social media platforms. By using this site after The Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using this site.

18. Players are advised not to bring any valuables to the sessions as Stategic7 Ltd. cannot be held responsible for them. If the player has a mobile phone, we advise they are left on silent mode and stored in a bag or appropriately secure area.
19. Liability of Stategic7 Ltd. relating to the participation in the program provided by Stategic7 Ltd. is excluded, except in the following circumstances:
 - 19.1 death and injury caused by negligence;
 - 19.2 fraud or fraudulent misrepresentation; or
 - 19.3 any other losses which cannot be excluded or limited by applicable law
20. These Terms of Enrolment shall be construed and interpreted in accordance with Scottish Law and shall be subject to the exclusive jurisdiction of the competent courts in Scotland.